

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 JIMIACK 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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Clerk of Supreme Court

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 XII of XIV**

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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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1 24. SCA presented no evidence or argument that there was an exception to these notice
2 requirements when the proposed sanctions for the alleged violation of delinquent assessments
3 were more serious than the suspension of membership privileges.

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5 25. [SCA withheld requested records](#) of the compliance actions taken regarding this property
6 on September 16, 2016 to the present, telling Tobin she had to get a court order.

7 26. The due process requirements articulated in SCA Board policy "[Resolution Establishing](#)
8 [the Policy and Procedures for Enforcement of the Governing Documents](#) ", adopted on
9 November 11, 2017, updated in August 2018 for clarity, include:

10
11 **1. Notice of violation**

- 12 a. Must include notice of what violation allegedly occurred,
13 b. what provision of the governing documents was allegedly violated
14 c. Identify the provision allegedly violated
15 d. Description of the factual basis for the violation
16 e. Identify a proposed action to cure the alleged violation
17 f. Notice that failure to cure could result in a Notice of Violation Hearing which
18 could result in the imposition of fines, sanctions and/or enforcement actions

19 **2. Notice of Violation Hearing – must be certified and provide these specific notices**

- 20 a. What rule was allegedly violated
21 b. The alleged facts
22 c. What the owner can do to correct the violation
23 d. How long the owner has to correct to avoid the Board imposing the next
24 enforcement step;
25 e. How many days the owner gets to correct the alleged violation
26 f. If the owner doesn't fix it, the Board must identify
27 a. "any and all fines that may be imposed"
28 b. (sanctions) "shall be commensurate with the severity of the violation"
g. The date, time, and location of the hearing and that the owner may request to
reschedule
h. Covenants Committee, or Board, **shall hold a private hearing** on an alleged
violation of the governing documents **unless** the person who may be sanctioned
for the alleged violation requests in writing that an open hearing be conducted by
the Board of Directors;

3. Notice of Violation Hearing Procedures:

- a. Owner gets all the due process required by [NRS 116.31085](#)

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- b. Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidence and the testimony of witnesses;
- c. 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 counsel, the right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel;

- 4. **Notice of Sanction (Hearing Determination Letter)**: by certified mail, within 5 days, to property and owner address of record and must include these notices
 - a. What was decided at the hearing;
 - b. what **enforcement actions** will be imposed
 - c. how much time the owner has appeal and how to do it
 - d. any enforcement action will be suspended during appeal

5. **Notice of Appeal hearing procedures**

6. **Appeal Hearing Determination Letter**

27. SCA disclosures and pleadings do not claim or show evidence that SCA followed these steps or provided Tobin any of this due process when confiscating her property for sale. See exhibit for [emails with Jim Long](#) and [request for compliance records](#)

28. SCA Board’s abdication to RRFS does not relieve the Board’s duty to treat homeowner’s fairly and to provide all the owner protections in the law when imposing sanctions for alleged violations.

29. SCA bylaws 3.20/3.18 (b), adopted pursuant to NRS 116.3106(c), prohibits the delegation of the Board duties to levy and collect assessments. See [exhibit](#)

30. SCA did, in fact, over delegate to the point of abdication, or in SCA attorney Ochoa’s words, “outsourced”, the assessment collection function to RRFS, and to such an extent that SCA retained no control over the funds collected, allowing its agents to be unjustly enriched through abusive collection practices the Board was led to believe were mandatory by law. See [emails with Jim Long](#), former SCA Board member at the time of the sale, emails above.

1 31. SCA has not claimed that it complied with any of these notice requirements or due
2 process provisions when progressively more serious sanctions, up to, and including foreclosure,
3 were proposed, and imposed, against Tobin for the alleged violation of the delinquent
4 assessments.

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6 32. SCA merely claimed that RRFS told the Board that RRFS had complied with all the legal
7 requirements, and the Board believed RRFS without hearing from the owner.

8 33. The SCA Board acted according to RRFS's direction and, as instructed, kept all its
9 actions confidential, i.e., secret, even from the accused and sanctioned homeowner.

10 34. SCA did not claim that it complied with **all** the specific statutes required for a valid
11 foreclosure, it merely cherry-picked certain notices that were allegedly given and ignored the
12 identified violations.

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14 35. The Ombudsman's official record of SCA's Lien date, Notice of Default, Notice of Sale
15 and Resolution, reports that the following specific actions or omissions were in violation of the
16 NRS 116.31162-NRS 116.31164 Notice of Sale process. See exhibit for [Ombudsman](#)
17 [compliance screen](#)

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19 a. The 2/12/14 Notice of Sale was cancelled on 5/15/14.

20 b. The 5/15/14 Trustee sale was cancelled.

21 c. There was no notice of sale in effect when the 8/15/14 sale took place.

22 d. SCA did not provide any notice to the Ombudsman that the sale had occurred.

23 e. SCA did not submit a foreclosure deed within 30 days after the sale (or ever) as
24 required by NRS 116.31164(3)(b)(2013).

25
26 36. SCA does not claim that it provided the schedule of fees, proposed repayment plan or the
27 right to appeal to the Board required by NRS 116.31162 (4), only that an alleged defective
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1 [Notice of Intent to Lien](#), dated September 17, 2012 for which no proof of service and no prior
2 notice of violation were given, should suffice.

3 37. SCA disclosures confirm that RRFS unilaterally rejected a tender from BANA of \$825,
4 nine months of assessments then delinquent, on or about May 9, 2013.

5 38. RRFS did not credit the Property account with \$825 of paid assessments as required by
6 [NRS 116A.640\(9\)](#).

7 39. RRFS did not inform the Board or Tobin of its unilateral decision to continue the
8 unnecessary and unauthorized accumulation of “fines” misnamed as collection fees.

9 40. SCA disclosures revealed that, on May 28, 2014, RRFS unilaterally rejected it when
10 [Nationstar offered \\$1,100](#), an amount equivalent to one year of assessments.

11 41. SCA disclosures show that RRFS did not inform the SCA Board of an offer in excess of
12 the super-priority amount as coming from Nationstar.

13 42. RRFS inaccurately characterized it as a request from the owner for a waiver of fees. See
14 exhibit of [RRFS-generated and unsigned waiver request](#), dated June 9, 2014.

15 43. SCA Board took a “hands-off” approach to RRFS and was not even aware that RRFS
16 failed to distribute any of the \$63,100 from the August 15, 2014 sale, except for \$2,701.04,
17 credited to SCA as payment in full, in the manner proscribed by NRS 116.31162(3)(c) (2013).

18 **B. Undisputed facts regarding the inadmissibility of Jimijack’s claim to ownership**

19 44. The 6/8/15 quit claim deed, recorded on June 9, 2015, is the only recorded claim that
20 Jimijack has of ownership.

21 45. The quit claim deed, executed by Yuen K. Lee, is void for notary violations as the
22 notary, CluAynne M. Corwin, claimed Thomas Lucas stood before her.

23 46. There is no entry in the Corwin notary journal that she witnessed Yuen K. Lee’s signature
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1 or there was ever a compliant notarial act necessary for the valid conveyance of the property to
2 Jimijack on June 8, 2015.

3 47. The [Resident Transaction Report](#), Sun City Anthem official record of ownership and
4 payment of assessments and fees for each property, shows that Jimijack took possession of the
5 property on September 25, 2014, and paid a new owner set up fee.

7 48. The Resident Transaction Report, shows there have only been two owners of the
8 Property, Gordon Hansen and Jimijack.

9 49. There is no HOA record that Thomas Lucas or Opportunity Homes, LLC, the
10 alleged purchaser at the disputed August 15, 2014, HOA foreclosure sale, was ever an owner of
11 the property. See exhibit for [August 22, 2014 foreclosure deed](#).

13 50. Thomas Lucas filed and recorded a [Disclaimer of Interest](#) in the property.

14 51. The [Resident Transaction Report](#) has no entry that the shows the property was
15 foreclosed on or sold by Sun City Anthem on August 15, 2014.

17 52. There is no HOA record that Yuen K. Lee or F. Bondurant LLC ever owned the
18 property or paid any fees required when title changes. See [Resident Transaction Report](#)

19 53. On March 13, 2017, a Yuen K. Lee and F. Bondurant LLC recorded a [Disclaimer](#)
20 [of Interest](#).

21 **C. Tobin is the only party seeking to quiet title that has a valid deed.**

22 54. Nona [Tobin's March 28, 2017 deed](#) has priority over Jimijack's inadmissible June 9,
23 2015 deed, and all other parties with deeds have disclaimed interest.

25 55. On August 27, 2008, title to the property was transferred into the Gordon B. Hansen
26 Trust by the [Grant, Sale Bargain Deed](#).

27 56. On March 28, 2017. Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded a
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1 [Disclaimer of Interest](#) of Steve Hansen, leaving her the sole beneficiary of the Gordon B.
2 Hansen Trust.

3 57. On March 28, 2017 Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded [a quit](#)
4 [claim deed](#) transferring the interest of the Gordon B. Hansen Trust, dated August 22,
5 2008, to Nona Tobin, an individual.

7 **D. Title cannot be quieted to Nationstar as it obstructed legitimate sales**

8 58. Nationstar's, and its predecessor BANA's, mortgage servicing abuses including,
9 but not limited to, taking possession without foreclosure, refusing to take title when a deed in
10 lieu was offered without giving Tobin written documentation of the disqualifying cloud to title
11 BANA identified, refusing to disclose the identity of the beneficiary when Tobin requested it,
12 and causing fraudulently executed and notarized claim against title to be recorded.

14 59. Nationstar's, and its predecessor BANA's, mortgage servicing abuses blocked
15 Tobin's ability to avoid a foreclosure by the HOA.

17 60. BANA and Nationstar were the proximate cause of the total amount of all
18 assessments, late fees, interest and collection costs demanded by RRFS being paid out of
19 escrow by unreasonably refusing to approve legitimate arms-length sales at fair market value.

20 61. Nationstar, and its predecessor BANA, resulted in unreasonable rejections of
21 multiple purchase offers from bona fide purchasers in arms-length transactions between August
22 8, 2012 and August 4, 2014 ranging from \$310,000 to \$395,000.

24 62. Nationstar allowed the property to be sold for the commercially unreasonable
25 price of \$63,100 to a non-bona fide purchaser without notice to Tobin while an arms-length
26 \$358,800 purchase offer was pending.

27 63. Nationstar's joinder to SCA MSJ unfairly asks the court to declare that the sale
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1 was valid to extinguish all Tobin's property interest despite SCA failing to provide Tobin the
2 due process owed to her, but that the sale could not extinguish the first deed of trust, as if a
3 lender had legal protections against loss of property rights without due process that exceeded
4 the rights of an owner.
5

6 **D. Title cannot be quieted to Nationstar as its recorded claims to title are false**

7 64. BANA is not making any claim for quiet title as [BANA's default order](#) was entered on
8 October 16, 2015.

9 65. BANA's April 4, 2012, original [assignment of the deed of trust](#), is void as

10 66. it was executed without authority as the last notice of change of ownership was given to
11 Gordon Hansen on April 16, 2010 that [ownership transferred to Wells Fargo](#) resulting from a
12 merger with Wachovia and the April 12, 2012 assignment failed to substitute the trustee as
13 required.
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15 67. The April 12, 2012 instrument was non-compliant with [California notary laws](#) as there is
16 no notary record that the assignment was executed or witnessed properly,
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18 68. The alleged assignment was contradicted by **all** BANA's subsequent actions, including
19 the [October 30, 2012 notice](#) of standing to foreclose given to the Estate of Gordon Hansen that
20 Wells Fargo was the noteholder.
21

22 69. See exhibit for [other documentation](#) that BANA did not notify Hansen's estate who the
23 beneficiary was after the false affidavit was recorded on April 12, 2012, when it verbally
24 "closed the file" on Tobin's Deed in Lieu offer, or when servicing, but not ownership, was
25 transferred to Nationstar, effective December 1, 2013.
26

27 70. Nationstar NSM0266-7 does not identify the beneficiary when Nationstar became the
28 servicing bank, but it wrongly identifies the First Union National Bank as Trustee. (Note that

1 per [NRS 107.028\(2\)](#) the beneficiary can't be the trustee to exercise the power of sale.)

2 71. Nevada's 2011 anti-foreclosure fraud law AB 284, prohibited this type of robo-signing
3 of false affidavits against title.

4 72. AB 284 (2011) also increased penalties for recording false affidavits by amending NRS
5 205.372 and NRS 205.395.

6 73. NSM 167-168 is the first alleged assignment of the DOT, executed by Youda Crain,
7 BANA employee, to servicing bank BANA, recorded on April 12, 2012.

8 74. There is [no notary record](#) of the April 4, 2012 assignment as the notary, Teresa D.
9 Williams, CA notary #1919662, did not turn in her notary journal to San Bernardino County
10 Clerk when her commission expired on 12/31/14, moved, and left no forwarding address.

11 75. In addition to CA govt code 8206.5 and 8213.5 [violations by the notary](#), BANA could
12 have been guilty of violating [NRS 205.372](#), had BANA relied on this false affidavit, recorded
13 without the required substitution of trustee, to falsely claim BANA was the noteholder or had
14 the authority to foreclose on the deed of trust.

15 76. Nationstar is knowingly relying on BANA's false April 12, 2012 recorded affidavit and
16 has doubled down with more false affidavits.

17 77. On September 9, 2014, BANA itself apparently attempted to correct the public record,
18 by recording the [assignment of BANA's interest](#), if any, to Wells Fargo, that left BANA with
19 zero interest in the DOT, effective August 21, 2014, which was perhaps coincidentally, the day
20 before the disputed HOA sale foreclosure deed was recorded.

21 78. [NSM 180-181](#) is a false affidavit in which Nationstar, acting without authorization as
22 BANA's alleged "attorney-in-fact", assigned BANA's interest to Nationstar, effective on
23 October 23, 2014, recorded on December 1, 2014.

1 79. Nationstar's bogus affidavit has no power to convey the beneficial interest of the DOT
2 to itself for multiple reasons, including, but not limited to,

- 3 a. BANA did not have any interest to convey as its April 4, 2012 assignment was void
4 for notarial violations and violations of AB 284 (2011).
- 5 b. The real BANA had recorded on September 9, 2014, that it assigned its interest, if
6 any, to Wells Fargo effective August 21, 2014;
- 7 c. There was no valid substitution of named trustee John H. Anderson.
- 8 d. Nationstar did not have any power of attorney from BANA in its disclosures.
- 9 e. Nationstar disclosed in [NSM 404-406](#) an **unrecorded** rescission of the October 23,
10 2014 assignment "as though the assignment had never been issued and recorded".

11
12
13 80. [NSM 407-408](#) would probably earn Nationstar a couple of felonies pursuant to NRS
14 205.395 and NRS 205.372 if Nationstar attempted to rely on this to exercise the power of
15 sale in a foreclosure. It is my opinion that Nationstar's attorneys are duplicitously
16 attempting to get Nationstar quiet title by default in these HOA sale proceedings to evade
17 detection that these are felonious false affidavits.

18
19 81. [NSM 407-408](#) is an executed, but as yet unrecorded, corporate assignment of Wells
20 Fargo's beneficial interest in the DOT, if any, to Nationstar, effective February 25, 2019,
21 executed by Nationstar acting without authorization as Wells Fargo's "attorney-in-fact".
22

23 Fargo's name, place and state. This limited power of attorney ("Limited Power of Attorney") is given in
24 connection with, and relates solely to that certain Servicing Rights Release and Transfer Agreement
dated as of December 28, 2015, between Wells Fargo and Nationstar, under the terms of which Wells
Fargo transferred servicing for certain mortgage loans (such loans, the "Loans") to Nationstar. Each

25 82.

26 83. The Wells Fargo limited power of attorney disclosed by Nationstar in [NSM 270-272](#) is
27 inapplicable and was executed for a different purpose, to wit
28

1 84. The Wells Fargo limited power of attorney disclosed by Nationstar [NSM 270-272](#) was
2 “valid only for a period of six months from April 1, 2016 unless cancelled prior to said date”,
3 and was not in effect and would not legitimize either corporate assignment, fraudulently
4 executed on October 23, 2014, and February 25, 2019, by Nationstar as Wells Fargo’s “attorney-
5 in-fact”.

7 85. Nationstar did not disclose the recorded Wells Fargo [SUBSTITUTION OF TRUSTEE](#)
8 [AND FULL RECONVEYANCE](#), of the second DOT, executed on March 2, 2015 by Lisa Wilm,
9 Wells Fargo Vice President Loan Documentation.

11 86. This omission has the effect of concealing from the court a correctly executed, notarized,
12 and recorded reconveyance by Wells Fargo itself that would clearly demonstrates how
13 Nationstar’s claims against title are fraudulent.

14 87. Nationstar’s duplicitous disclosures actually prove Nationstar is not the noteholder rather
15 than it is.

17 88. [NSM 258-260](#) is a COPY of the note which is not admissible proof that Nationstar holds
18 the ORIGINAL note. In fact, absent holding the original note, Nationstar cannot claim it owns
19 the beneficial interest in the deed of trust any more than Tobin could claim that someone owed
20 her money if she held a **copy** of the debtor’s I.O.U. to BANA, particularly if that note was
21 endorsed to a third party.

23 V. Legal Standard

24 89. See exhibit for the [table of authorities](#) that are applicable to Sun City Anthem and
25 which were violated and rendered the HOA sale void.

26 90. See exhibit for the relevant [statutes for validity of instruments](#) in NRS Chapter 111
27 Estates In Property; Conveyancing and Recording and in NRS Chapter 240 Notaries
28 Public which rendered Jimijack’s deed void.

1 91. See exhibit _____ for the [2011 legislative digest of AB 284](#) changes to Nevada law that
2 render BANA's false affidavit and Nationstar's subsequent recorded claims to title void.

3 92. See exhibit ___ for an [amicus curie](#) from a certified mortgage fraud examiner that
4 describes the forensic examination required to discern mortgage fraud that occurred in the
5 aftermath of the collapse of the mortgage-backed securities market.

6 **VI. Conclusion**

7
8 93. Tobin deserves that her motion and declaratory relief of regaining title be granted.

9 a. SCA did not conduct a valid sale.

10 b. SCA unfairly confiscated Tobin's property without providing due process required.

11 c. RRFS unlawfully retained the proceeds of the sale, damaged Tobin by refusing to
12 allow her to make a claim for them, and [disingenuously disclosed a check for](#)
13 [\\$57,282.32](#) to the district court that in reality RRFS retained.

14 d. Jimjack does not have a valid claim of ownership and was not a bona fide purchaser
15 for value.

16 e. Jimjack unjustly profited from collecting rents that should have gone to Tobin for at
17 least 3 ½ years.

18 f. Jimjack unjustly profited by not paying any of the costs of the property during time
19 of possession and/or holding title, including property taxes, that were paid by
20 Nationstar.

21
22 94. Tobin deserves attorney fees from Nationstar for obstructing the legitimate sale of the
23 property and fraudulently claiming to own the beneficial interest of the note.

24 95. Tobin deserves attorney fees from RRFS that misinformed the Board about what owners'
25 due process rights are so it could unjustly profit and not from SCA.

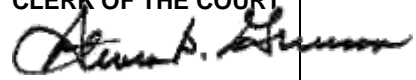
26 96. Tobin, as an SCA homeowner, is damaged by SCA Board failing to enforce the
27 indemnity clause in its undisclosed [April 27, 2012 contract with RRFS](#) in **any** of the
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litigation or settlements involving RRFS collections and foreclosures which have unfairly cost SCA homeowners hundreds of thousands of dollars and requests an order to that effect.

Red Rock agrees that if any claims or any proceedings are brought against the Association, whether by a governmental agency, private person, or otherwise, due to allegations that Red Rock has acted negligently or acted willfully or violated any law, regulation, order, or ruling, Red Rock shall defend, indemnify, and hold harmless the Association, its members, managers, agents, officers, and employees against any liabilities, loss, damage, or expense, including but not limited to payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees. Red Rock shall be responsible for all costs, including payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees which are the result of actual or alleged conduct of Red Rock.

Dated this ____ day of March 2019.



1 **DECL**
2 NONA TOBIN
3 2664 Olivia Heights Avenue
4 Henderson NV 89052
5 Phone: (702) 465-2199
6 nonatobin@gmail.com
7 *Defendant-in Intervention/ Cross-Claimant*
8 *In Proper Person*

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DISTRICT COURT
CLARK COUNTY, NEVADA

NONATOBIN, as TRUSTEE
GORDON B. HANSEN TRUST, dated
8/22/08

Counter-Claimant, Cross-Claimant

vs.

JOEL A. STOKES and SANDRA F.
STOKES, as trustees of the JIMJACK
IRREVOCABLE TRUST; F.
BONDURANT, LLC,

Counter-Defendants

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

**NONA TOBIN DECLARATIONS IN
SUPPORT OF HER RULE 24 MOTION
TO INTERVENE INTO A -15-720032-C
AS AN INDIVIDUAL**

COMES NOW, NONA TOBIN (Herein "*Applicant*" or "*Nona*"), in proper person, who hereby moves the Court, pursuant to NRS § 12.130 and NRCP 24(a)(2) (intervention of right), or alternatively, NRCP 24(b)(2) (permissive intervention), to intervene as Plaintiff in cases A -15-720032-C consolidated with A-16-730078-C.

Attachment A is Nona Tobin's Declaration made under penalty of perjury, dated June 21, 2019.

AA 002339

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Attachment B is Nona Tobin's Declaration made under penalty of perjury, dated June 20, 2019.

Dated this 21st day of June, 2019.



NONA TOBIN
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: [\(702\) 465-2199](tel:(702)465-2199)
nonatobin@gmail.com
Applicant in Intervention,
In Proper Person

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of June, 2019 and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing NONA TOBIN'S DECLARATION IN SUPPORT OF HER JUNE 17, 2019 MOTION TO INTERVENE AS AN INDIVIDUAL, addressed to:

- Michael R. Mushkin & Associates
- L. Joe Coppedge joe@mushlaw.com
- Karen L. Foley karen@mushlaw.com
- Michael R. Mushkin michael@mushlaw.com
- Lipson Neilson P.C.
- Susana Nutt snutt@lipsonneilson.com
- Renee Rittenhouse rrittenhouse@lipsonneilson.com
- Kaleb Anderson kanderson@lipsonneilson.com
- David Ochoa dochoa@lipsonneilson.com
- Ashley Scott-Johnson ascott-johnson@lipsonneilson.com
- Medrala Law Firm, PLLC
- Jakub P Medrala jmedrala@medralaw.com
- Office admin@medralaw.com
- Hong & Hong APLC
- Joseph Y. Hong, Esq. yosuphonglaw@gmail.com
- Nona Tobin nonatobin@gmail.com



NONA TOBIN

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ATTACHMENT A
NONA TOBIN DECLARATION
MADE JUNE 21, 2019
UNDER PENALTY OF PERJURY
TO SUPPORT NONA TOBIN'S JUNE 17, 2019
MOTION TO INTERVENE AS AN INDIVIDUAL
INTO CASE A-720032-C

ATTACHMENT A

1 **DECLARATION OF NONA TOBIN- dated June 21, 2019**

2
3 Nona Tobin, under penalty of perjury, states as follows:

4 I have personal knowledge of the facts stated herein, except for those facts stated to be
5 based upon information and belief. If called to do so, I would truthfully and competently testify
6 to the facts stated herein, except those facts stated to be based upon information and relief.

7 This declaration is made to support Nona Tobin’s Motion to Intervene Pro Se as an Individual
8 non-party into A-15-720032-C filed on April 17, 2019.

9 1. On April 17, 2019, Nona Tobin filed a Motion to Intervene Pro Se as an Individual **non-**
10 **party** into A-15-720032-C pursuant to Rule 24.

11 2. Nona Tobin has standing to intervene in three ways.

12 3. I hold a valid, recorded deed to 2664 Olivia Heights Ave. since February 2004.

13 4. I hold a valid, recorded deed to 2763 White Sage as an individual since March 28, 2017.

14 See Exhibit 1.

15 5. I have been a Sun City Anthem owner, resident, and member in good standing since
16 February 20, 2004.

17 6. I was elected to the Sun City Anthem Board of Directors with 2,001 votes on May 1,
18 2017.

19 7. For becoming a party on February 1, 2017 to A-15-720032-C SCA attorney/debt
20 collector Adam Clarkson declared my elected Board seat “vacant by operation of law” on August
21 24, 2017.

22 8. Sun City Anthem attorneys obstructed my attempts to meet and confer with the SCA
23 Board to get SCA out of the case at no cost in March 2017 by investigation, void the sale, if
24 justified after the determination of the true facts, develop internal accounting and management
25 controls to prevent unjust enrichment of agents, ensure owners’ due process rights in a
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1 foreclosure at least equal the due process provided to owners for a \$25 sanction is imposed for a
2 dead tree, and to stipulate that the SCA Board did not authorize its agents' unlawful acts, and
3 stipulate that the no one on the current or a former Board profited by the foreclosure of 2763
4 White Sage. **See exhibit 2.**

5
6 9. Nona Tobin, as an individual, in all three capacities listed herein, as well as in her fourth
7 capacity as trustee of the Gordon B. Hansen Trust, dated 8/22/08, and the SCA Board are "Bound
8 Parties", as defined in SCA CC&Rs XVI, Limits on Litigation. **See Exhibit 3.**

9
10 10. I was a party in A-15-720032-C from January 12, 2017 until April 23 2019 when I was
11 removed from the case as a party by Judge Kishner at an Ex-Parte court session that neither I nor
12 my counsel of record attended after being served two notices that the April 23 2019 hearing had
13 been continued to May 7, 2019. **See Exhibit 4 for March 22, Clerk's notice of hearing**

14 11. **See Exhibit 5 for April 23 2019 court minutes.**

15
16 12. See April 15, 2019 SAO notice of Judge Kishner's April 12 order continuing the April
17 23 hearing to May 7, 2019. **See Exhibit 6.**

18 13. **See Exhibit 7** for the April 22, 2019 NTSO notice of stipulation and order continuing
19 the April 23, 2019 hearing until May 7 2019 and extending the time Jimijack had to oppose the
20 March 21, 2019 Nationstar Motion for Summary Judgment to April 26, 2019.

21
22 14. I had filed an OPPC - Opposition to Nationstar's Motion for Summary Judgment and a
23 counter motion for summary judgment against Jimijack as a Pro Se on April 12, 2019.

24 15. The first page of that OPPC document requested to have the opposition to NSM's MSJ
25 vs. Jimijack be heard in conjunction with the 3/21/19 NSM MSJ then scheduled for April 23
26 2019. **See exhibit 8**

27
28 16. There was no separate hearing scheduled for my 4/12/19 OPPC as all pending motions

1 are heard simultaneously as the court's standard practice.

2 17. There was no notice that my OPPC would be heard at any time other in conjunction with
3 the NSM MSJ on May 7 2019.

4 18. The motion to intervene was intended to vacate the orders made against me at the April
5 23 2019 ex-parte hearing, including an order to get all my Pro Se filings that had been declared
6 "rogue" back on the record, i.e., 4/9/19 NOTA and NTC completion of mediation, 4/12/19 OPPC
7 and MSJ vs. Jimijack, 4/17/19 RPLY to OPPC, 4/24/19 Motion to vacate the April 18, 2019
8 order that granted SCA MSJ and NSM joinder thereto.

9 19. The motion to intervene also intended to put all attorneys on the 21-day notice that I
10 intended to move the court to impose Rule 11 sanctions on all the attorneys in this case and to
11 lift the ones that were unfairly imposed on (party and then non-party) Nona Tobin, as an
12 individual, and against (party) Nona Tobin, as trustee for the Gordon B. Hansen Trust, former
13 owner of 2763 White Sage Dr.

14 20. No hearing has been scheduled on Nona Tobin's April 17, 2019 motion to intervene as
15 an individual because, I am told by JEA Tracy Cordoba, I am not allowed to communicate
16 directly to the Court and I cannot be a Pro Se without approval of the Court.

17 21. A hearing has been scheduled for July 9, 2019 on an OST motion filed by
18 Mushkin.Coppedge.Cica. to get approval to withdraw as counsel of record. **See Exhibit 9.**

19 22. On June 18 I emailed a response from California to an email notice from Karen Foley,
20 Coppedge's assistant, that they were attempting to serve me personally on the OST motion. **See**
21 **Exhibit 10**

22 23. On June 19, 2019 at about 5:30 AM, I emailed the Judicial Executive Assistant Tracy
23 Cordoba-Wheeler entitle "June 3 Calendar Call and June 5 trial minutes contain significant
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1 errors” and requested that she inform the Court of these errors prior to the Judge issuing the June
2 5 trial order anticipated for June 21. Three hours later, I received the response that it would not
3 be given to the Judge as it was Ex-Parte and with instructions on how to correctly submit it. **See**
4 **Exhibit 11.**

5
6 24. I prepared a 13-page Declaration under penalty of perjury. **See Attachment B herein**
7 **(DECL B 0001) June 20, 2019 Declaration Made under Penalty of Perjury, dated June 20,**
8 **2019.**

9
10 25. I phoned the Judge’s chambers twice, and on the second call, about 2 PM on June 20,
11 2019, I spoke with Tracy Cordoba-Wheeler and inquired how late I could bring down the
12 declaration to the box outside Courtroom 12B before the building closed.

13 26. Tracy Cordoba-Wheeler informed me that she could not accept it from me since I was
14 represented by counsel and all communications had to come from Mushkin.Coppedge.Cica.

15
16 27. I contacted Joe Coppedge immediately and told him I wanted him to submit my
17 declaration so the judge would see the 13-page declaration before she made her ruling the
18 following day. **See Exhibit 12.**

19 28. Joe Coppedge told me that he had a couple of conference calls, but that he would see
20 what he could do.

21
22 29. To my knowledge, neither Joe Coppedge nor Karen Foley submitted my June 20
23 Declaration to the judge (Found herein in attachment B (DECL B 0001-DECL B 0013) following
24 this June 21 2019 declaration (DECL A).

25 30. On June 21, 2019 at approximately 9:30 AM I sent an email to JEA Cordoba and all the
26 attorneys in the case entitled “Nationstar-Jimijack collusion should not be tolerated by this court”
27 **See Exhibit 13.**
28

1 31. I got the standard reply from JEA Cordoba in about an hour. **See Exhibit 14.**

2 32. Shortly before noon, I checked the court's notification system and found that a Decision
3 had been made at 3 AM in Chambers with no Order attached, and the notation that the order was
4 filed separately. **See Exhibit 15.**

5
6 33. It is currently 4:08 PM and no notification of an Order has been made through the court's
7 notification system to me at this point in time.

8 *I declare under penalty of perjury under the laws of the State of Nevada that the foregoing*
9 *is true and correct*

10 Dated the 21st day of June 2019,

11
12 

13 NONA TOBIN
14 2664 Olivia Heights Avenue
15 Henderson NV 89052
16 Phone: (702) 465-2199
17 nonatobin@gmail.com
18 *Applicant in Intervention,*
19 *In Proper Person*

20 TABLE OF CONTENTS

21 Attachment A Tobin Declaration dated June 21, 2019 has Exhibits 1-15

- 22 1. **DECL A 001-005** March 28, 2017 deed from the Gordon B. Hansen Trust, dated
23 8/22/08, to Nona Tobin, an Individual
- 24 2. **DECL A 006-027** March 22, 2017 settlement offer from Nona Tobin to Sun City
25 Anthem Board
- 26 3. **DECL A 028-040** SCA ATTORNEY Ochoa rejection of Tobin's offer, Tobin's 3/27/17
27 email response, and SCA CC&Rs XVI Limits on Litigation for "Bound Parties" who
28 must use ADR.
4. **DECL A 041-042** March 22, 2019 Notice of Hearing on April 23, 2019 re NSM MSJ vs
Jimijack.
5. **DECL A 043-046** April 23, 2019 minutes of Ex-Parte hearing attended only by Jimijack
and bank attorneys
6. **DECL A 047-050** April 15, 2019 SAO notice that April 23, 2019 hearing was continued
to May 7, 2019. served through the Court's efile and serve system by Hong, Jimijack's
attorney.

- 1 7. **DECL A 051-055** April 22, 2019 NTSO that April 23, 2019 hearing was continued to
2 May 7, 2019 served through the Court's efile and serve system by Hong, Jimijack's
3 attorney.
- 4 8. **DECL A 056-057** April 12, 2019 Pro Se OPPC 1st page Hearing is requested
5 simultaneously with Nationstar's MSJ against Jimijack.
- 6 9. **DECL A 058-065** June 17, 2019 OST motion to get Court approval to withdraw as
7 Counsel for Tobin as an individual
- 8 10. **DECL A 066-068** June 18, 2019 Tobin email to K Foley, Mushkin.Coppedge.Cica, re
9 personal service and MINV as notice to call for Rule 11 (b) sanctions against the
10 attorneys in this case
- 11 11. **DECL A 069-072** June 19, 2019 Tobin email entitled "June 3 Calendar Call Minutes and
12 June 5 Trial minutes contain significant errors" and JEA Cordoba's rejection as ex-parte
- 13 12. **DECL A 073-074** June 20, 2019 Tobin email to Coppedge and Foley transmitting the
14 June 20, 2019 Declaration to give to the court for review prior to the issuance of the June
15 5 trial order.
- 16 13. **DECL A 075-079** June 21, 2019
- 17 14. **DECL A 080-085** JEA Cordoba response
- 18 15. **DECL A 086-087** minute Order: "Decision made – Order filed separately."

19 **Attachment B Tobin Declaration, dated June 20, 2019 is numbered DECL B 001-014.**

20 Exhibits 1-19 are listed by BATES number:

- 21 1. **DECL B 015-016** June 5 2019 Court minutes
- 22 2. **DECL B 017-033** June 3, 2019 Timely-filedTobin Proposed Findings of Fact
23 Conclusions of Law (PFFCL
- 24 3. **DECL B 034-036** June 5, 2019 3:23PM Jimijack/Lee late PFFCL EDCR 2.69 violation
- 25 4. **DECL B 037-039** June 3, 2019 Calendar Call minutes when Court imposed Rule 11
26 sanction of Tobin for attorney errors and omissions
- 27 5. **DECL B 040-043** April 23, 2019 minutes EX-Parte hearing when the Court imposed
28 Rule 11 sanctions on Tobin as an individual, ordered all Pro Se filings to be stricken,
when only Jimijack and NSM attorney were present after Hong served two notices the
April 23 hearing was continued to May 7 2019.
6. **DECL B 044-047** April 27, 2017 Court minutes when SCA 3/22/17 motion to dismiss
Tobin as individual for not having an attorney was DENIED; December 20, 2016 Court
minutes where Hong's opposition to Nona Tobin's Pro Se motion to intervene was
DENIED.

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- 7. **DECL B 048-049** May 16, 2019 Tobin email to Hong to schedule EDCR 2.67 meeting
- 8. **DECL B 050-053** March 27, 2017 Tobin email to SCA attorney Ochoa asking why the 3/22/17 offer to settle was rejected when it would not hurt any bank
- 9. **DECL B 054-059** Ochoa's March 23, 2017 rejection of Tobin offer to settle at no cost
- 10. **DECL B 060-080** Tobin's march 22, 2017 offer to settle with 2016-17 emails to SCA to give notice, request documents, and attempt to resolve before the Board election May 1, 2017
- 11. **DECL B 082-014** December 1, 2014 Nationstar's (NSM) first recorded claim that B of A (BANA) assigned BANA's beneficial interest in the 7/15/04 \$436,000 Western Thrift Deed of Trust (DOT) (\$389,000 balance due is the dispute) NSM pretended it had BANA's power of attorney
- 12. **DECL B 085-087** September 9, 2014 BANA recorded that it assigned its DOT interest, if any, to Wells Fargo
- 13. **DECL B 088-089** NSM recorded on March 8, 2019 that it rescinded its 12/1/14 claim to be owed the \$389,000 balance due on the DOT. NSM has no legal authority to record a new claim, but it did anyway
- 14. **DECL B 090-094** Nationstar disclosed it does not hold the ORIGINAL promissory note and therefore its claim that it is owed the \$389,000 DOT debt is provably false
- 15. **DECL B 095-099** Jimijack's only recorded ownership claim is inadmissible as evidence of title per NRS 111.345, i.e., a fraudulent deed; notary made no entry in her journal that she witnessed Yuen K Lee's signature as if Thomas Lucas stood before her
- 16. **DECL B 100-103** May 1, 2019 deed Jimijack's title was transferred to Joel Stokes before Tobin's claims against Jimijack went to trial
- 17. **DECL B 104-105** May 21, 2019 Court minutes where Hong does not tell the Court that Jimijack does not have the title or that Joel Stokes signed a new deed of trust encumbering the property for \$355,000 before Tobin's claims were adjudicated
- 18. **DECL B 106-108** April 30, 2019 Notice filed and served on all parties of Tobin Lis Pendens – One day after notice, Jimijack's deed was changed before the Lis Pendens was recorded on May 6, 2019 to pretend like the Lis Pendens did not restrict changing the title during the pendency of these proceedings
- 19. **DECL B 109-112** excerpts from the \$355,000 DOT, Joel Stokes executed on May 21, 2019 and recorded on May 28, 2019, one day before the hearing on the Coppedge motion to reconsider the SCA MSJ and one week before the June 5 trial to adjudicate my quiet title claims against Jimijack, all without any legal authority.

EXHIBIT 1

EXHIBIT 1

AA 002350

DECL A 001

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 Pgs: 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,

AA 002351

DECL A 002

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)

AA 002352

DECL A 003

Grantor Signatures:

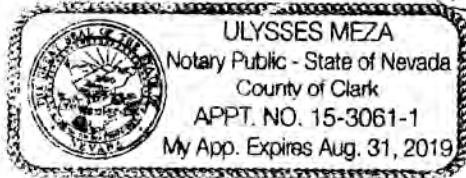
DATED: 3/27/17

Nona Tobin, Trustee

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.



[Signature]
Notary Public Ulysses 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 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 \$ _____
 b. Deed in Lieu of Foreclosure Only (value of property) (_____)
 c. Transfer Tax Value: \$ _____
 d. Real Property Transfer Tax Due \$ — 0 —

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 Tobin Capacity: Trustee
 Signature Nona Tobin Capacity: _____

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

Gordon B. Hansen (REQUIRED) by
 Print Name: NONA TOBIN, Trustee
 Address: 2664 Olivia Heights
 City: Henderson
 State: NV Zip: 89052

(REQUIRED)
 Print Name: NONA TOBIN
 Address: 2664 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

EXHIBIT 2

EXHIBIT 2

AA 002355

DECL A 006

In order to reach a mutually beneficial conclusion to this dispute with SCA, I offer the following proposed settlement if SCA agrees to the terms and conditions below:

I will take the following actions and make the following commitments:

1. waive any argument against SCA of respondeat superior, that the principal is always responsible for the acts of its agents;
2. make no claim for damages against SCA;
3. make no claim for attorney's fees or litigation expense from SCA;
4. withdraw my February 1, 2017 cross-claim against SCA as if dismissed with prejudice;
5. agree not to initiate any further civil action or regulatory complaint against SCA to hold SCA in any way responsible for the fact that its former agents, FSR & RRFS, conducted a statutorily noncompliant foreclosure sale of 2763 White Sage Dr. (A summary of my claims is Attachment A).

In consideration for these actions, the SCA Board must make the following declarations and take the following actions:

1. SCA Board declares that it did not authorize and does not condone its former agents unjustly profiting from the foreclosure of 2763 by improper accounting, charging fees in excess of the legal limit, failing to offer the due process required by law, and failing to distribute the proceeds from the sale as required by NRS (2013) 116.31164.
2. SCA Board either voids the sale on its own motion or recommends to the court to grant my motion to void the sale of 2763 White Sage on the basis of SCA former Agents' failure to follow NRS 116.31162-NRS 116.31166, NRS 38.300-360, NRS 116.31085, SCA governing documents and Board policies.
3. SCA Board declares that any illegal actions by SCA's former Agents were done without authority knowingly granted by the SCA Board.
4. SCA Board declares it does not have any financial interest in the subject property and would lose nothing if the foreclosure sale were voided due to being statutorily non-compliant.
5. SCA Board confirms that \$2,701.04 credited to SCA on August 27, 2014, was accepted as payment in full, and that neither the Association nor any current or former Board member received nor benefitted from its former Agents' failure to distribute the proceeds in the manner prescribed by law.
6. SCA Board instructs its attorney to withdraw the counter-productive motion to dismiss my cross-claims for lack of jurisdiction under NRS 38.310 (2) as it increases both parties' costs in time and money to no purpose.
7. SCA Board instructs its attorney to withdraw or do not submit any motion that would attempt to require me to be represented by an attorney as it increases both of our costs in time and money to no purpose.
8. Prior to conducting an RFP for a new debt collector, the SCA Board will conduct a review of the SCA assessment process utilizing data analysis and meaningful Owner participation to adopt an assessment policy (not just a delinquent assessment policy) and process designed to:
 - a. Ensure that owners have the same (or more) due process rights as are currently afforded to owners being sanctioned for a dead tree;

- b. reduce the ability of debt collectors to prey on SCA members for their own unjust enrichment;
- c. increase the likelihood of voluntary collection;
- d. utilize foreclosure as a last resort;
- e. reduce the costs of SCA litigation;
- f. reduces the costs of errors & omissions insurance deductibles and premiums;
- g. follow both the letter and the spirit of applicable laws and regulations.

Attachment A

Summary of February 1, 2017 cross-claims against SCA:

1. Conduct of foreclosure sale was statutorily noncompliant with NRS 116.31162 through NRS 116.31166 (2013)
2. Failed to give proper notice to Respondent re 38.310 process conducted the sale after telling the Ombudsman that the sale was cancelled and the Owner was retained.
3. Referred the White Sage assessment account to collections before there was a default;
4. Charged fees in excess of the legally authorized amounts;
5. Rescinded the 3/12/13 notice of default;
6. Canceled the 2/12/14 notice of sale and did not replace it;
7. Conducted the sale while there was no notice of sale in effect;
8. Issued a foreclosure deed based upon a cancelled Notice of Default;
9. Former Agents concealed these actions from the SCA Board;
10. Statutory and Resolution process violated for not having any hearing or notice that appeal to the Board was available;
11. Sale was not commercially reasonable as sold to a non-bona fide purchaser for 18% of fair market value and sale involved fraudulent concealment of unlawful acts;
12. Former Agents kept money that belonged to Hansen estate of approximately \$60K from proceeds of the sale;
13. Former Agents kept money that belonged to the SCA and falsified the SCA records to keep their actions covert;
14. Former Agents were unjustly enriched – not SCA. So why should SCA defend them especially since they have not SCA Agents since April, 2015;
15. Breach of contract claims are against SCA former Agents and not the SCA Board and were an attempt to utilize indemnification clauses in the SCA contracts with former Agents to shield SCA's insurance from problems created by former Agents.

Fwd: 2763 White Sage - Actions in District Court

1 message

Nona Tobin <nonatobin@gmail.com>

Wed, Sep 14, 2016 at 12:04 PM

To: Steve Hansen <nasastevo@gmail.com>, Mark Burton <mark@meburton.com>

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

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

Date: Sep 14, 2016 11:23 AM


Subject: 2763 White Sage - Actions in District Court

To: "Lori Martin" <lori.martin@scacai.com>

Cc: "James Long" <jamesjlong@sent.com>


Hi Lori,

I forwarded you a notice from the court the other day that had a copy of our reply that was filed in court on Friday, but I thought afterward, it might confuse you. So here is another link to it.

 [A-15-720032-C-8574536_RPLY_Rep](#)

I would like to have you, the General Manager and the HOA Board aware of what is going on in relation to the various disputes over the title and the validity of the HOA foreclosure sale of 2763 White Sage.

I've also attached our original motion to intervene in case No. A730078 Nationstar v. Opportunity Homes LLC on 7/29/16. I had not realized there was a parallel case No. A720032, Joel A. Stokes and Sandra F. Stokes as Trustees of Jimijack Irrevocble Trust v. Bank of America and Sun City Anthem Community Association, that had been filed June 6, 2015.

 [061615 JJ v. bofa Complaint_Comp.pdf](#)

Jimijack did not record a Lis Pendens on the property to give notice of their case for a full year after filing it on until June 8, 2016. Jimijack filed their Lis Pendens ignoring my May 23, 2016 recorded request for notice.

Jimijack also failed to serve SCACAI even though SCACAI was named as a defendant and there were two causes of action claimed against SCACAI.

I am going to be filing our wrongful foreclosure complaint in court to get the full title to the property returned to us as the equitable title holders at the time of the disputed HOA foreclosure sale on August 15, 2014.

If Judge Kishner approves our Motion to Intervene on 9/16/16, I will file into the two recently combined lawsuits within probably 10 days of whatever timeframe the judge orders. If, against all odds, she wants some other judge to hear our case separately, we'll go it alone.

In either case, SCACAI is a necessary Defendant because the sale, however, improperly done, was done in your name and on your authority. And further, SCACAI was named in the original suit, although mysteriously, never served.

There are several claims we will be making in court regarding why the HOA foreclosure sale should be invalidated related to violations of due process and statutory procedurals and notice violations. While the SCACA Board may have taken actions that made the HOA sale procedurally deficient by violating NRS 116.31085 or the bylaws or the governing resolution executive session.

There are other allegations that I will be making against FirstService Residential and Red Rock Financial Services which I believe were done without the Board's knowledge or direction.

I plan to request review of these allegations against FirstService Residential and Red Rock Financial Services by the IRED Compliance Division 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.

AA 002358

 [Motion to Intervene Minv.pdf](#)

DECL A 009

Re: Notice regarding quiet title litigation on 2763 White Sage

2 messages

Rex Weddle <silasmrner@yahoo.com>
Reply-To: Rex Weddle <silasmrner@yahoo.com>
To: Nona Tobin <nonatobin@gmail.com>

Wed, Dec 21, 2016 at 3:17 PM

Nona, I understand your willingness to resolve the matter informally.

However, given that you are now legitimized as a party to the litigation it would be inappropriate for the Board to involve itself directly in any way except through the voice of our counsel.

Thank you for the holiday wishes. I wish you the same.

Rex

LEGAL NOTICE

This electronic message and any accompanying document(s) contain information belonging to the sender, which may be confidential and legally privileged. This information is intended solely for the use of the individual or entity to whom this electronic transmission was sent as indicated above. It may not be forwarded, in whole, in part, or amended, without the sender's prior approval. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information contained in this electronic transmission is strictly prohibited. If you have received this transmission in error, please notify us immediately by e-mail and delete the original message.

On Wednesday, December 21, 2016 3:07 PM, Nona Tobin <nonatobin@gmail.com> wrote:

Yesterday Judge Kishner approved my motion to intervene as a quiet title defendant. I definitely want to talk to you before I formally serve the HOA to see if we can find the easiest way to minimize the HOA's exposure.

Please note the objections stated by Plaintiff's counsel in the attached opposition. He reiterated at the hearing his position that I have no interest in the property and no right of redemption without prevailing first against the HOA to void the foreclosure sale. He totally wants the judge to ignore that the HOA agents, the buyer, the notary, the current party in possession and others committed fraud. He is trying to just dump the whole burden of litigation on the HOA which I am trying to avoid.

When can we meet to discuss this? Or do you prefer that I immediately schedule the matter to be heard by the Board at their next meeting?

As I said previously, this matter should not be delegated to staff. My experience with them has been that they (Sandy and Lori) will blow it off by telling me that they don't have to comply with my requests for information or listen when I offer information about how the interests of the membership would be better served.

Just to be clear, I am asserting the rights provided in NRS 116.31087:

NRS 116.31087 Right of units' owners to have certain complaints placed on agenda of meeting of executive board.

AA 002359

1. If an executive board receives a written complaint from a unit's owner alleging that the executive board has violated any provision of this chapter or any provision of the governing documents of the association, the executive board shall, upon the written request of the unit's owner, place the subject of the complaint on the agenda of the next regularly scheduled meeting of the executive board.

2. Not later than 10 business days after the date that the association receives such a complaint, the executive board or an authorized representative of the association shall acknowledge the receipt of the complaint and notify the unit's owner that, if the unit's owner submits a written request that the subject of the complaint be placed on the agenda of the next regularly scheduled meeting of the executive board, the subject of the complaint will be placed on the agenda of the next regularly scheduled meeting of the executive board.

(Added to NRS by 2003, 2218; A 2009, 2892)

Thanks. Hope you are having a great holiday season. I'll try not to take up too much of your time.

Nona Tobin
4303x101
(702) 465-2199

Nona

On Fri, Dec 16, 2016 at 7:19 AM, Nona Tobin <nonatobin@gmail.com> wrote:

I would like to meet either with you as the Board President privately (preferably), or as a second, less desirable option, be placed directly on the Board agenda to go over the details of this complaint before it is officially served on the HOA and the attorney-hours clock starts ticking.

I have attached the motion I filed to quiet title on a property that SCA foreclosed on for delinquent dues on 8/15/14. Actually, my motion is to intervene on two existing lawsuits that were consolidated last August.

The plaintiffs on the first one filed on 6/16/15 are the Stokes (Joel and Sandra Stokes as Trustees of Jimijack Irrevocable Trust v. Bank of America, Sun City Anthem Community Association) who currently have possession of the property.

The second lawsuit's plaintiff is Nationstar, the servicing bank who now falsely claims to own the beneficial interest of the first deed of trust (Nationstar v. Opportunity Homes, Inc.(the purported buyer at the HOA sale which is actually the alter ego of the Realtor Tom Lucas).

My interest in the property is as the executor of the estate of the homeowner at the time of the disputed HOA sale and as trustee and co-beneficiary of the Gordon B. Hansen Trust that actually held title.

I am intervening as a quiet title defendant with counter claims against the Stokes for fraud, unjust enrichment, and civil conspiracy with HOA agents and Realtor Tom Lucas among others. I also have counter-claims against Lucas for not being a bona fide purchaser for value and for abuse of his insider information as a Berkshire Hathaway Realtor when Berkshire Hathaway was under contract with me to sell the property. I have a counterclaim against Yuen K. Lee d/b/a F. Bondurant for fraudulently executing the quit claim deed that conveyed the property to the Stokes.

The motion to intervene as a defendant was filed per rule 24 which requires that I "serve a motion to intervene upon the parties as provided in Rule 5."

The unusual situation here is that although SCACAI was originally a named defendant in the Jimjack case since 6/16/15 and is still listed in the caption today, SCACAI was never served and therefore is not in the court's wiznet e-file list to be served under rule 5.

AA 002360

Rule 5 says that "No service need be made on parties in default for failure to appear except that pleadings asserting new or different claims for relief against them shall be served upon them in the manner for provided for service of summons in rule 4."

To me, this means that since the SCA is a necessary party, although not previously served, given that the HOA sale in dispute was conducted under the authority of the SCA. Therefore, SCA will be served and receive proper notice of any litigation on this SCA property by me under rule 4 and ongoing SCA will be served all filings by all parties, as part of the regular wiznet e-file system.

The second attached document is the Stokes opposition to my intervention, claiming that I can only get relief by getting the HOA to void the sale.

My reply to the Stokes opposition to my intervention into the other quiet title cases on the same property is the third attached document. It deals with the untimeliness and insufficiency of the opposition motion.

My reply to the opposition motion does not address that I believe the Stokes want me out of the case because in my counter and cross claims, I allege very specific instances of fraud and conspiracy between Stokes, their attorney, HOA agents and others to fraudulently convey the property. Further, the failure to pay the HOA on two recorded transfers of the property either the new member setup fee or the 1/3 of 1% asset enhancement fee essentially stole this money from the HOA while concealing their illegal acts.

The proposed cross-claim against the HOA and HOA agents is on pages 62-85 and my goal is to get the HOA sale voided by the court for statutory and procedural violations as well as for fraud by the HOA agents.

Over the past five years since my fiance died, I have spent literally hundreds of hours dealing with the abusive practices of banks and debt collectors on this property. I do not believe the Board is aware of the abusive debt collection practices, bank fraud, notary violations, lying to enforcement officials and usurping of HOA Board authority to essentially steal a \$400,000 house that went on in this case, but I have documented it and I can prove it.

The claims in this lawsuit refer to illegal actions by RMI and/or FSR as the Managing Agent and FSR d/b/a Red Rock Financial Services as the debt collector, but these problems persist and are even exacerbated under self-management. It is difficult for the Board to assert that the liability for the mishandling of the debt collection and foreclosure process lies solely with FSR if the Board continues to turn a blind eye with a new vendor.

The Board needs to be put on notice that the debt collection agreements with Alessi & Koenig and subsequently with HOA Lawyers group, were like jumping from the frying pan into the fire. There are literally hundreds of unfair debt collection practice cases against Alessi and his various alter ego shell companies in Pacer.gov, not to mention state courts.

I can show you one (Melinda Ellis v. Alessi Trust Corporation and its successor Alessi & Koenig, LLC) where a jury awarded \$614,000 against them for violation of fiduciary duty. Months later, there was a motion to show cause why Alessi et al. failed to pay the award as agreed and ordered. 3:09-cv-0428-LRH-WGC, doc 245).

We were rated the number one senior community in the nation in 2011, and even at the height of the recession we had less than a 1.5% delinquency rate and now it is 0.83%. There is really no need for us to use vendors that act like pay day lenders or for the Board to continue to violate the due process rights of the HOA members to unjustly enrich the unscrupulous debt collectors.

The hearing for my motion is on Tuesday, and I will contact you after that to inform you of the results and see whether you would like to meet with me alone first or if this item should be placed directly on the Board agenda. Or you can call me at the number below to discuss it.

Please note that I prefer not to discuss the case any further with staff as I do not believe the Board or the membership is well served by their advice on this matter.

🔗 A-15-720032-C-8793920_MINV_Motion_to_Intervene_Inl

🔗 A-15-720032-C-8879193_ROPP_Reply_to_Plaintiff_Jim

🔗 Plaintiff_Jimjack_Irrevocable_Trust_s_Opposition_

Thank you for your review and thoughtful consideration of this matter.

Nona Tobin
SCA member # 04303X101
2664 Olivia Heights Ave.
(702) 465-2199

Nona Tobin <nonatobin@gmail.com>
ft To: Rex Weddle <silasmrner@yahoo.com>

Thu, Dec 22, 2016 at 1:18 PM

Rex, if that's the way you want to handle the litigation on 2763 White Sage, that's fine. Please give me the name of the attorney, and I will serve the complaint on him/her after the order on intervention is signed and the complaint is filed.

If you approve it, I would like to give him a call in advance to go over it as there are multiple parties and issues. Please try not to view me in a strictly adversarial way. I have been an SCA member for nearly 13 years and plan to continue living here for decades to come. I am intervening as a quiet title defendant as a fiduciary, as the trustee and co-beneficiary of my late fiance's residence that I never lived in, but which has caused me considerable grief over the five years since he died, mostly due to bank fraud and abusive debt collection practices.

I am not an attorney, but I do have a post graduate certification in Municipal Management and 26 years as a public sector executive manager or appointed official, and another decade with non-profits. I have served on multiple Boards and Commissions, and I have been certified as a Mediator for municipal and neighborhood disputes. In saying this, I hope to convey that I know what I am talking about and have the skills and experience to equitably resolve these kinds of problems; I am acting in good faith; and I have an interest in having the HOA where I plan to continue living act in accordance with the law and to help the Board to act as fiduciaries to the membership.

Therefore, independent of the lawsuit, I will be submitting a letter to the Board pursuant to NRS 116.31087 to inform the Board how the HOA is currently under self management and using Alessi a/k/a HOA Lawyers Group, violating the governing documents and the Board's debt collection process. I will show how these current violations perpetuate violations of the statutes and governing documents and Board resolutions that were occurring while SCA was under contract with FSR as managing agent while FSR was simultaneously using their debt collector's license d/b/a Red Rock Financial Services.

The litigation I have is not a class action. However, my research uncovered substantial problems with the HOA's way of doing business that I think the Board should be aware of to act within the law and to avoid acting of the advice of people who are ripping off HOAs and their members.

For example, in an 7/26/16 affidavit by David Alessi, he states that Alessi & Koenig has been involved in over 800 HOA foreclosures between 2011-2015 and that their assets are to the breaking point because there are 500 cases against them. AA-002362

DECL A 013

Without even getting to the fraudulent conveyances Alessi did to hide assets or the creation of the HOA Lawyers Group to shift responsibility for debt, you have to ask yourself how can SCA expect them to hold the HOA harmless in litigation over their practices if Alessi is filing declarations of non-monetary status and claiming non-culpability and that SB 239 should insulate them from any liability for monetary damages because they were acting solely as the foreclosure sale trustee?

m attaching without exhibits Alessi's affidavit and Bank of America's astonished reaction

Nona

[Quoted text hidden]

AA 002363

DECL A 014

Re: Notices re Violations of governing documents

1 message

Nona Tobin <nonatobin@gmail.com>

Fri, Sep 16, 2016 at 1:35 PM

To: Desi Rafailova <Desi.Rafailova@scacai.com>, Lori Martin <lori.martin@scacai.com>, James Long <jamesjlong@sent.com>

Bcc: Brandon Dalby <bdalby1976@gmail.com>, Mark Burton Jr <mburton@audetlaw.com>, Mark Burton <mark@meburton.com>, susan daum <sfdalum@yahoo.com>

I understand your reluctance to give me the actual notices SCA sent to Gordon Hansen in 2014 about a violation for dead trees. However, please note that SCA actually sent them to my house, and to me, as I am the executor of the estate of the addressee. Gordon Hansen had already been dead for two plus years then, and now dead for nearly five.

I understand that when quiet title litigation with two other litigants is already before a judge, you are being either cautious or just doing what the lawyer said to do. It is, however, counter-productive and just plain, a mistake to get adversarial and overly legalistic with me.

Maybe, you could compromise. As I am a member of this community, there is no valid reason to refuse to provide me with the standard operating procedures. Please send me the procedures, including the form letters you use, that you use in notifying owners whenever is an alleged violation of the governing documents.

To make you more comfortable, I'll tell you exactly what I am going to do with it. Please share this information request with your attorney or the Board or whoever you think should know.

I am asking for this information in good faith so as to resolve the disputed HOA sale. The only thing I want from the SCA Board is to get the SCA Board to not object when I ask the court to invalidate the HOA foreclosure sale of this particular house. I ask that they look at the facts of the HOA foreclosure sale of this particular house and agree that covert and fraudulent actions by SCA agents and non-bona fide purchasers are sufficient to support a court ruling that the most equitable remedy would be to void the sale. Although there were due process violations by SCA that need to be procedurally corrected, I have no intention of going after the SCA for restitution as damages were caused by the covert illegal actions of parties who actually took the money (\$60,000 excess proceeds from what SCA got) or title and possession of the \$400,000 house for One Dollar consideration conveyed by a fraudulently notarized Quit Claim Deed.

I intend to notify appropriate regulatory agencies about illegal and covert actions by parties other than SCA who are responsible for much more serious violations done to unfairly and illegally enrich themselves. I intend to involve the regulatory agencies because this isn't the only house this was done to.

My greatest hope is that the Nevada Department of Business and Industry, Real Estate and Finance Divisions and the Nevada Attorney General and the Nevada Secretary of State, Commercial Registration and Notary Divisions, will utilize their resources to address a systemic failure statewide caused by poorly crafted legislation that allows unscrupulous debt collectors and community association managers to usurp the authority of HOAs for their own profit without detection.

Although I have filed a motion to intervene on the two existing cases, Judge Kishner postponed today's scheduled decision to Sept. 29 which postpones the deadline I thought I would have to file the quiet title claim which is happening either way the judge decides, but as of now, I have not filed against SCA. We are not adversaries in an open litigation if

that is your attorney's concern and how this tree sanction process against Gordon Hansen went down has nothing to do with Nationstar (who didn't sue you) or Jimijack (who didn't serve you).

My goal is to separate these complicated class action and criminal issues from my simple little quiet title claim on one SCA house. I intend to give sufficient facts to the regulatory agencies that they can address the systemic issues as they are supposed to do, but not do on my dime or on the SCA's dime.

I am going to file a 514a complaint against the former management company (FSR) for failure to appropriately train the Board to apply that resolution and the bylaws in relation to an allegation that the governing documents had been violated (delinquent dues) against the same owner, the same property, and at exactly the same time. I am alleging that this and other actions of theirs and fellow conspirators not only caused the HOA sale to be fraudulently conducted in the HOA's name and voidable as statutorily non-compliant, but some individual's action may rise to the level of criminal culpability.

I do not believe anyone on the SCA Board illegally profited from this or any other foreclosure that was done in its name. So my preference would be to not have SCA get intertwined with all that. That's why I want the actual documents of the notice of dead tree violation because I already have the notice of sanctions on that case and I want to report it was well and correctly handled.

If you don't give those exact documents to me, I would like to get the standard forms and boilerplate language to use in making my argument about how it should be done. I'm going to do it anyway so I just think it makes you look uncooperative and your attorney look like he's building fees.

Thanks in advance for any help you can give me.

Nona Tobin

(702) 465-2199

Nona

On Fri, Sep 16, 2016 at 10:07 AM, Desi Rafailova <Desi.Rafailova@scacai.com> wrote:

Good morning Nona Tobin,

I have spoken to our Community Manager and she advised to tell you that we must receive a court request in order to submit any documentation to you.

Desi Rafailova | Sun City Anthem

Community Standards Coordinator



AA 002365

CONFIDENTIALITY NOTICE: This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this communication in error, please notify the sender immediately by email and delete the message and any file attachments from your computer. Thank you.

From: Nona Tobin [mailto:nonatobin@gmail.com]
Sent: Wednesday, September 14, 2016 9:51 AM
To: Compliance <Compliance@scacai.com>
Subject: Notices re Violations of governing documents

I am a SCACA resident, member number 04303X101. I own the property at 2664 Olivia Heights Ave and have lived there since 2004. I am also the Successor Trustee and executor of the estate of Gordon B. Hansen, Grantor of the Gordon B. Hansen Trust, which owned the property at 2763 White Sage Dr. until the house was sold at a HOA foreclosure auction on August 15, 2014.

About a month or so before the house was auctioned off, I received, addressed to Gordon Hansen, notices that there was going to be a hearing regarding five dead plants and one dead tree that you sent to Gordon Hansen at 2664 Olivia Heights Ave since his address of record for a number of years both before and after his death was at my house.

Attached is the notice of fines you sent on August 13, 2014.

I would like to get a copy of the notice(s) you sent prior to the hearing.

I recall getting at least one and turning it over to Craig Leidy, Berkshire Hathaway Realtor who was handling in short sale that was in escrow at the time, and asking him to handle it. My sister had just gone into hospice, and in fact, died on August 18, 2014 so I was not able to deal with the association or a hearing personally as I was in California most of that month.

This information is important because there are currently three parties vying for quiet title to that property. If you, for whatever reason, have not retained a copy of the actual notice you sent, I would like to receive the boiler plate language that you use for such notices and the operational procedure you have to manage the process for administering sanctions for violations of the governing documents.

There is no allegation by any party that you did anything wrong in how this sanction was handled. In fact, I would like to commend you for the excellent protocol you established for the notice, hearing, appeal to the Board of Directors, and notice of the sanction imposed. I intend to offer it up as an example of appropriate due process for a homeowner against whom an allegation of a violation possibly warranting a sanction has been made.

AA 002366

Thank you for your assistance.

DECL A 017

Fwd: More than you ever wanted to know about 2763 White Sage

1 message

Jim Long <jamesjlong@sent.com>
To: nonatobin@gmail.com

Thu, Aug 18, 2016 at 10:05 AM

Nona, below is my contact info. After our discussion this morning I don't know that I can provide any more info of value to you, but call if you think I can.

Jim Long

Cell : (702) 478-6030

2132 Silent Echoes Dr.

Henderson, NV 89044

Barb: (702) 715-5998

From: Barbara [mailto:barbolklong@hotmail.com]
Sent: Wednesday, August 17, 2016 4:59 PM
To: jimlong@sent.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

Sent from my iPad

Begin forwarded message:

From: Nona Tobin <nonatobin@gmail.com>
Date: August 17, 2016 at 4:38:45 PM PDT
To: barbolklong@hotmail.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

Hi Barb,

Could you forward this to Jim. I asked him if he would talk to me about this tomorrow after spinning, and it kept bouncing. I must have forgotten what he said his email was.

Thanks.

Nona

AA 002367

DECL A 018

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

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

Date: Wed, Aug 17, 2016 at 12:53 PM

Subject: More than you ever wanted to know about 2763 White Sage

To: James.Long@sent.com

Thanks for agreeing to talk to me about this.

I need some help identifying defendants since I have evidence that shows that this wrongful foreclosure happened because the contractors acted in their own self interest rather than as fiduciaries per their contract. There are some irregularities in their corporate filings which make it a little tricky to follow the money.

I don't know if you were on the Board when this 8/15/14 sale happened, but I do know for sure the HOA only got \$2,700 of the \$63,100 Red Rock Financial Services collected from the sale and neither Nationstar nor the beneficiaries of the Gordon B. Hansen Trust saw a dime of the \$60,400 balance even though I asked for it.

I am going to be asking to have the foreclosure sale for delinquent HOA dues to be set aside due to substantial noncompliance with

1. the governing statutes (NRS116.31162-116.31168; NRS 38.300-360),
2. the CC&Rs section 8, p. 48-52,
3. the RMI Management Agreement dated 2/26/10
4. the SCA-HOA Collection of Assessment Policy dated 7/1/09
5. RRFS Delinquent Assessment Collection Agreement, dated 4/27/12 (which you signed)
6. the SCA Board resolution of delinquent assessment policy 10/1/13

The failure to properly distribute the \$63,100 proceeds from the sale is particularly troublesome and it is the part of the case where i haven't been able to find other cases for precedent. Did Red Rock or FSH/RMI ever discuss with the Board the option of the HOA taking title to the properties?

By the way, the current title holder, Joel and Sandra Stokes aka Jimijack, recorded title with a fraudulently notarized Quit Claim Deed for \$1 consideration on 6/9/15, but actually took possession per HOA records right after the foreclosure sale instead of the straw buyer who was a Berkshire Hathaway Realtor in the office where i had the property listed. Another fun fact, there was an offer on the table to sell the place two weeks before the sale for \$375,000 from Yvonne Blum, daughter of Marianne Blum who you know from our spinning class.

Since SCA contracted out all its accounting, debt collection, staffing and reporting to the Board, and you were on the Board and signed at least one of the contracts, I need some help in accurately identifying certain players and who reported what to the Board when you were there. Most of my causes for action are against the debt collectors: breach of contract, fraudulent concealment against authorities, unfairly enriching themselves by usurping the HOA's authority through fraudulent means. I would like your assistance in determining the degree to which the HOA Board received meaningful reports or was asked for authority to act.

AA 002368

Here are the questions i have so far:

DECL A 019

1. When were you on the Board?
2. Do you remember that these debt collection-related documents listed above (that I can show you) were the only ones being in use during that time period?
3. Who presented the reports to the Board regarding debt collection?
4. What was the process for deciding if and when to foreclose in an individual case?
5. What was the Board's involvement, if any, in the collection and foreclosure process?
6. Did the Board discuss individual cases in default in executive session?
7. How was action authorized?
8. Did the Board get reports on what happened to the houses that were foreclosed on or the money that was collected above the amount the HOA got?
9. Were you aware of any required mediation process involving the NV Dept of Real Estate Ombudsman?

Here are some links:



042712 Delinquent Assessment Collection Agreement.pdf



Delinquent Assessment Policy & Procedure 100113.pdf



A-16-730078-C-8434332_MINV_Motion_to_Intervene.pdf

Judge Joanna Kirshner will decide on Sept. 16 in chambers on my motion, but joined or not, I want to file the complaint right after that.

Thanks again for looking at this.

Nona

AA 002369

DECL A 020

Re: FW: More than you ever wanted to know about 2763 White Sage

1 message

Nona Tobin <nonatobin@gmail.com>
To: Jim Long <jamesjlong@sent.com>

Fri, Aug 19, 2016 at 11:32 AM

Thanks, Jim. I found the March, 2014 FSR contract that was current at the time of the sale on the website. Lori Martin only sent me the RMI one from 2010 and I am assuming there was no other one in between. It makes more sense now.

As I said, I'm not going after the HOA. I think Red Rock and FSR were being deceitful to the Board for their own financial gain. It's interesting that the case I'm intervening on named the SCA-HOA as a defendant but never served them. I want to try to not name the SCA-HOA if I can just name their agents since I think they violated their contracts. I would like to them on the service list though because it seems wrong if they are not informed.

Judge Robert C. Jones ruled in the Federal Thunder Bay case that the HOA is not a necessary party in a quiet title action since they got paid the dues and didn't go on title.

A few questions about executive session.

1. When the Board was asked to take action on an individual property, was there any type of notice, either on the agenda by Red Rock ID number or general topic or by notice to the affected property owner?
2. Did Red Rock tell the Board about such things as the OMB mediation process, pending sales, requests for payment plans, offers of partial payment, the homeowner's death, or any factor other than the amount the Red Rock said was delinquent?
3. How was the action of the Board if and when to foreclose on a particular property reported out of executive session?

Thanks again for your help.

Nona

Nona

On Thu, Aug 18, 2016 at 10:05 AM, Jim Long <jamesjlong@sent.com> wrote:

Nona, below is my contact info. After our discussion this morning I don't know that I can provide any more info of value to you, but call if you think I can.

Jim Long

Cell : (702) 478-6030

2132 Silent Echoes Dr.

Henderson, NV 89044

Barb: (702) 715-5998

From: Barbara [mailto:barbolklong@hotmail.com]

Sent: Wednesday, August 17, 2016 4:59 PM

To: jimlong@sent.com

Subject: Fwd: More than you ever wanted to know about 2763 White Sage

AA 002370

DECL A 021

Sent from my iPad

Begin forwarded message:

From: Nona Tobin <nonatobin@gmail.com>
Date: August 17, 2016 at 4:38:45 PM PDT
To: barboiklong@hotmail.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

Hi Barb,

Could you forward this to Jim. I asked him if he would talk to me about this tomorrow after spinning, and it kept bouncing. I must have forgotten what he said his email was.

Thanks.

Nona

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

From: **Nona Tobin** <nonatobin@gmail.com>
Date: Wed, Aug 17, 2016 at 12:53 PM
Subject: More than you ever wanted to know about 2763 White Sage
To: James.Long@sent.com

Thanks for agreeing to talk to me about this.

I need some help identifying defendants since I have evidence that shows that this wrongful foreclosure happened because the contractors acted in their own self interest rather than as fiduciaries per their contract. There are some irregularities in their corporate filings which make it a little tricky to follow the money.

I don't know if you were on the Board when this 8/15/14 sale happened, but I do know for sure the HOA only got \$2,700 of the \$63,100 Red Rock Financial Services collected from the sale and neither Nationstar nor the beneficiaries of the Gordon B. Hansen Trust saw a dime of the \$60,400 balance even though I asked for it.

I am going to be asking to have the foreclosure sale for delinquent HOA dues to be set aside due to substantial noncompliance with

- 1.the governing statutes (NRS116.31162-116.31168; NRS 38.300-360),
- 2.the CC&Rs section 8, p. 48-52,
- 3.the RMI Management Agreement dated 2/26/10
4. the SCA-HOA Collection of Assessment Policy dated 7/1/09
5. RRFS Delinquent Assessment Collection Agreement, dated 4/27/12 (which you signed)
6. the SCA Board resolution of delinquent assessment policy 10/1/13

AA 002371

DECL A 022

The failure to properly distribute the \$63,100 proceeds from the sale is particularly troublesome and it is the part of the case where i haven't been able to find other cases for precedent. Did Red Rock or FSH/RMI ever discuss with the Board the option of the HOA taking title to the properties?

By the way, the current title holder, Joel and Sandra Stokes aka Jimijack, recorded title with a fraudulently notarized Quit Claim Deed for \$1 consideration on 6/9/15, but actually took possession per HOA records right after the foreclosure sale instead of the straw buyer who was a Berkshire Hathaway Realtor in the office where i had the property listed. Another fun fact, there was an offer on the table to sell the place two weeks before the sale for \$375,000 from Yvonne Blum, daughter of Marianne Blum who you know from our spinning class.

Since SCA contracted out all its accounting, debt collection, staffing and reporting to the Board, and you were on the Board and signed at least one of the contracts, I need some help in accurately identifying certain players and who reported what to the Board when you were there. Most of my causes for action are against the debt collectors: breach of contract, fraudulent concealment against authorities, unfairly enriching themselves by usurping the HOA's authority through fraudulent means. I would like your assistance in determining the degree to which the HOA Board received meaningful reports or was asked for authority to act.

Here are the questions i have so far:

1. When were you on the Board?
2. Do you remember that these debt collection-related documents listed above (that I can show you) were the only ones being in use during that time period?
3. Who presented the reports to the Board regarding debt collection?
4. What was the process for deciding if and when to foreclose in an individual case?
5. What was the Board's involvement, if any, in the collection and foreclosure process?
6. Did the Board discuss individual cases in default in executive session?
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9. Were you aware of any required mediation process involving the NV Dept of Real Estate Ombudsman?

Here are some links:



042712 Delinquent Assessment Collection Agreement.pdf



Delinquent Assessment Policy & Procedure 100113.pdf



A-16-730078-C-8434332_MINV_Motion_to_Intervene.pdf

AA 002372

DECL A 023

Judge Joanna Kirshner will decide on Sept. 16 in chambers on my motion, but joined or not, I want to file the complaint right after that.

Thanks again for looking at this.

Nona

AA 002373

DECL A 024

From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Wednesday, March 08, 2017 1:32 PM

To: Pa y Gu errez <PGutierrez@leachjohnson.com>; Theresa Hansen <thansen@leachjohnson.com>; Robin Callaway <RCallaway@leachjohnson.com>; Ryan Reed <RReed@leachjohnson.com>; Sean Anderson <SAnderson@leachjohnson.com>

Cc: Sandy Seddon <Sandy.seddon@scacai.com>; Rex Weddle <silasmrner@yahoo.com>; aletta.waterhouse@scacai.com; james.mayfield@scacai.com; tom.nissen@scacai.com; bob.burch@scacai.com; bella.meese@scacai.com; carl.weinstein@scacai.com

Subject: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Sun City Anthem's motion to dismiss was scheduled by the clerk of the 8th district court to be at 9:30 AM on March 28, 2017, and my opposition to the SCA motion to dismiss and counter motion to void the HOA sale were scheduled to be heard on April 6, 2017 at 9 AM.

In the interest of judicial efficiency and to save Sun City Anthem's attorney fees, I am proposing that we submit a stipulation and order to consolidate the hearings to be both heard on April 6, 2017. Prior to that time I would like to meet with the lead attorney for settlement discussions.

I will be on vacation in the Galapagos from April 11-25 and so probably completely incommunicado, and I will request that no appearance or filing is scheduled during that time and that any time limits on a response from me consider my absence during that period.

Also, as you may be aware, I am a candidate for the Sun City Anthem Board with a possible beginning of term on May 1, 2017. Given that there are only five candidates for four Board seats, I have a reasonably high probability of success. Naturally, I would like to have Sun City Anthem's involvement in this case concluded prior to that time at no unnecessary cost (to them or me) and with no residual hard feelings between us.

I am sure you can see that if my (attached) motion to void 8/15/14 HOA sale were granted, our mutual goal of settling the case without any further cost or detriment to Sun City Anthem (or me) would certainly be achieved. I believe it is an elegant solution which avoids the SCA Board being placed in the untenable position of paying to defend the indefensible acts of its former agents, FirstService Residential/ Red Rock Financial/Services while at the same time returns equitable title to the rightful owner. Of course, I am also willing to listen to any suggested alternatives that would meet these same mutually beneficial objectives.

Therefore, I would like to meet with you at your earliest convenience to see if this can be amicably resolved without further judicial or administrative action involving Sun City Anthem who probably by next week will be the only remaining cross-defendant. Please be advised that yesterday I filed three 3-day Notices of Intent to Take Default against all the other parties, Plaintiffs Stokes/Jimjack and cross-defendants Thomas Lucas/Opportunity Homes and Yuen K. Lee/F. Bondurant. Their defaults should remove any concerns the Board might have in their action to support voiding the sale negatively impacting any purchaser or subsequent purchaser.

Also, please note that permitting the sale to be voided also renders moot the Nationstar ADR claim 16-849 filed 1/14/16 against SCA that RRFs refused to accept the tender of the super-priority amount in order to unlawfully conduct a sale that could extinguish the first deed of trust.

Please bear in mind that my attempts at informal resolution or to even discuss the matter with management and the SCA Board have been rebuffed, and I have been told that I must communicate through your office.

AA 002374

DECL A 025

I don't know who is actually assigned so I am sending this email to everyone listed in the Wiz-net e-file system from your firm. Please note that the e-service details of filing show that there was an error in serving Ryan Reed and Sean Anderson so you may want to correct how they are set up in the e-file system.

I can be reached at (702) 465-2199. Please contact me as soon as possible to set up a meeting time.

Nona Tobin

AA 002375

DECL A 026

RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

1 message

Sean Anderson <SAnderson@leachjohnson.com>

Thu, Mar 9, 2017 at 2:03 PM

To: Nona Tobin <nonatobin@gmail.com>, Robin Callaway <RCallaway@leachjohnson.com>, Ryan Reed <RReed@leachjohnson.com>, John Leach <JLeach@leachjohnson.com>

Cc: Sandy Seddon <Sandy.seddon@scacai.com>, Rex Weddle <silasmrner@yahoo.com>, "aletta.waterhouse@scacai.com" <aletta.waterhouse@scacai.com>, "james.mayfield@scacai.com" <james.mayfield@scacai.com>, "tom.nissen@scacai.com" <tom.nissen@scacai.com>, "bob.burch@scacai.com" <bob.burch@scacai.com>, "bella.meese@scacai.com" <bella.meese@scacai.com>, "carl.weinstein@scacai.com" <carl.weinstein@scacai.com>, "Lori.Martin@scacai.com" <Lori.Martin@scacai.com>

Ms. Tobin:

Thank you for the email. We are amenable to consolidating the hearings on the April 6, 2017 date. We will contact the clerk of the court to see whether this needs to be accomplished by formal stipulation and order or whether it may be done by letter. After we hear from the court we will let you know.

In the meantime, we can schedule a time to meet to discuss the issue you have outlined below. Please feel free to contact Robin Callaway, copied on this email, to schedule a mutually convenient time. Thank you.

Sean L. Anderson

Leach Johnson Song & Gruchow

8945 W. Russell Road, Suite 330

Las Vegas, Nevada 89148

Phone: (702) 538-9074

Fax: (702) 538-9113

Email: sanderson@leachjohnson.com

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AA 002376

DECL A 027

EXHIBIT 3

EXHIBIT 3

AA 002377

DECL A 028

Subject: RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Nona,

In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal.

We have filed our new motion, which has received a date of April 27, 2017. I have attached a stipulation and order to consolidate and reset the now three hearings that are set. If you approve the stipulation and order, please sign and submit to Lori Martin at Sun City Anthem. If you have questions or other concerns about the timing in the stipulation please let me know. I would like to get something to the court tomorrow if possible.

Sincerely, **Note: No "bank" ever filed a claim against SCA in this civil action. Further, if the sale had been voided in March 2017 as I asked, the case would have been over for SCA and me. The "bank" would have to deal with me if it wanted to foreclose.**



David Ochoa, Esq.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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From: Nona Tobin [<mailto:nonatobin@gmail.com>]

AA 002378

Sent: Wednesday, March 22, 2017 4:45 PM

To: David Ochoa <DOchoa@lipsonneilson.com>; Sandy Seddon <Sandy.seddon@scacai.com>

DECL A 029



Nona Tobin <nonatobin@gmail.com>

Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

1 message

Nona Tobin <nonatobin@gmail.com>

Mon, Mar 27, 2017 at 10:29 AM

To: David Ochoa <DOchoa@lipsonneilson.com>

I was really surprised that you refused to consider my offer of settlement and filed a second motion to dismiss on jurisdictional grounds that have already been adjudicated when this court ordered on 1/11/17 that I was accepted as a defendant in intervention.

I was further amazed that you took both of these actions on March 22, 2017, the day before the March 23, 2017 SCA Board executive session which would have been the first opportunity for you to present my settlement offer and for you to get direction from the Board you said you needed before you could meet with me.

I was especially disturbed by the rationale you gave for rejecting my settlement offer out of hand:

" In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal."

Your reasoning does not account for the fact that I have no claim against Nationstar unless the HOA sale is voided, and if the HOA sale is voided, neither Nationstar nor I have any claim against the HOA.

By agreeing to my settlement offer, the HOA is totally benefitted and suffers no detriment. Why would you advise the HOA to continue to stay in the litigation with both Nationstar and me when I offered to release them from all liability? Given that if the HOA sale were voided, Nationstar's complaint against the HOA would become moot, what possible value is there in making the HOA defend the actions of its prior agents?

I must be missing something here. Please tell me what SCA would "win" if it stayed in litigation rather than settling.

Also, your motion to force me to get an attorney, beside having already been adjudicated, is now moot. Steve Hansen has signed a declaration disclaiming any interest in the property or in the Gordon B. Hansen Trust. Therefore, as the Trustee and sole beneficiary, I am executing a quit claim deed to the property to transfer it from the Gordon B. Hansen Trust to myself as an individual.

I respectfully request that you look again at the merits of settlement I offered and present my offer to the SCA Board and give them an accurate picture of risks of staying in vs. the benefit of my offer to let the HOA out of the case entirely.

I have no problem with combining the first two hearings (March 28 and April 6) if you cancel your second motion to dismiss pursuant to res judicata and moot. If you need time to take the attached March 22, 2017 settlement offer to the SCA Board, I would agree to move the combined March 28 and April 6 hearings to the April 27 slot, or later, if it is still needed. Please bear in mind that i will be out of the country from April 12- April 25 and will not be able to prepare any response that may be required during that time.

AA 002379

Thank you.

DECL A 030

Nona Tobin
(702) 465-2199

Nona

On Fri, Mar 24, 2017 at 1:28 PM, David Ochoa <DOchoa@lipsonneilson.com> wrote:

Hi Nona,

I'm following up the stipulation and order. I believe it makes sense to have all the hearings on the same day. However, we are coming down to the wire. If I don't hear from you soon, we will have to move just our initial motion, but that would still leave your motion on its own day. Please get back to me soon.

Sincerely,



David Ochoa, Esq.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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From: David Ochoa
Sent: Thursday, March 23, 2017 5:10 PM
To: 'Nona Tobin' <nonatobin@gmail.com>

AA 002380

DECL A 031

Subject: RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Nona,

In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal.

We have filed our new motion, which has received a date of April 27, 2017. I have attached a stipulation and order to consolidate and reset the now three hearings that are set. If you approve the stipulation and order, please sign and submit to Lori Martin at Sun City Anthem. If you have questions or other concerns about the timing in the stipulation please let me know. I would like to get something to the court tomorrow if possible.

Sincerely,



David Ochoa, Esq.

**Lipson, Neilson, Cole, Seltzer & Garin, P.C.
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Las Vegas, Nevada 89144

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702-382-1512 (fax)

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From: Nona Tobin [<mailto:nonatobin@gmail.com>]

AA 002381

Sent: Wednesday, March 22, 2017 4:45 PM

To: David Ochoa <DOchoa@lipsonneilson.com>; Sandy Seddon <Sandy.seddon@scacai.com>

DECL A 032

Subject: Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Attached is the settlement proposal in writing that you requested yesterday. Hopefully, you will view this as a reason not to file any new motions that will unnecessarily keep SCA in this litigation or just add cost to both parties.

Thank you.

Nona Tobin

Nona

On Tue, Mar 21, 2017 at 7:44 AM, David Ochoa <DOchoa@lipsonneilson.com> wrote:

Nona,

We will be filing our new motion this week. I can prepare a stipulation to move everything to that new date. If it is given a date during the time you expect to be out of town, we can include in the stipulation a request for a date when you return.

Please email me your proposal for settlement.

Sincerely,



David Ochoa, Esq.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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AA 002382

DECL A 033

From: Nona Tobin [mailto:nonatobin@gmail.com]
Sent: Monday, March 20, 2017 6:55 PM
To: David Ochoa <DOchoa@lipsonneilson.com>
Subject: Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

The hearing on SCACAI's motion to dismiss is still scheduled for March 28 and my opposition and counter motion to void the sale is still scheduled for April 6. Are you ok with consolidating them both on April 6.

If so, you want me to do a stipulation and order or will you do it?

As you can see from the forwarded email, I am interested in resolving SCA's role in this ASAP. You said on the phone that you needed to discuss the case with the SCA Board before agreeing to a settlement meeting. I am concerned about the two Board members who are competing against me for the Board being involved in that determination. One member, Carl Weinstein, is passing rumors around implying that this litigation should disqualify me from being on the Board. This necessitated me preparing an explanation for public distribution (attached). I offered to give a copy of it to Rex Weddle, my second opponent, and he refused to take it, saying that he couldn't read it since this was a matter before the Board.

Finally, you said that you were considering a motion regarding standing so I have attached the 11/15/16 Motion to intervene and the 1/12/17 notice of entry of the order granting it to save you the trouble.

Thanks.
 Nona Tobin
 (702) 465-2199

Nona

On Thu, Mar 16, 2017 at 3:13 PM, Nona Tobin <nonatobin@gmail.com> wrote:

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

From: "Nona Tobin" <nonatobin@gmail.com>
 Date: Mar 8, 2017 1:32 PM
 Subject: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

To: <pgutierrez@leachjohnson.com>, <thansen@leachjohnson.com>, <rcallaway@leachjohnson.com>, <reed@leachjohnson.com>, <sanderson@leachjohnson.com>
 Cc: "Sandy Seddon" <Sandy.seddon@scacai.com>, "Rex Weddle" <silasmrner@yahoo.com>, <aletta.waterhouse@scacai.com>, <james.mayfield@scacai.com>, <tom.nissen@scacai.com>, <bob.burch@scacai.com>, <bella.meese@scacai.com>, <carl.weinstein@scacai.com>

Sun City Anthem's motion to dismiss was scheduled by the clerk of the 8th district court to be at 9:30 AM on March 28, 2017, and my opposition to the SCA motion to dismiss and counter motion to void the HOA sale were scheduled to be heard on April 6, 2017 at 9 AM.

In the interest of judicial efficiency and to save Sun City Anthem's attorney fees, I am proposing that we submit a stipulation and order to consolidate the hearings to be both heard on April 6, 2017. Prior to that time I would like to meet with the lead attorney for settlement discussions.

DECL A 034

I will be on vacation in the Galapagos from April 11-25 and so probably completely incommunicado, and I will request that no appearance or filing is scheduled during that time and that any time limits on a response from me consider my absence during that period.

Also, as you may be aware, I am a candidate for the Sun City Anthem Board with a possible beginning of term on May 1, 2017. Given that there are only five candidates for four Board seats, I have a reasonably high probability of success. Naturally, I would like to have Sun City Anthem's involvement in this case concluded prior to that time at no unnecessary cost (to them or me) and with no residual hard feelings between us.

I am sure you can see that if my (attached) motion to void 8/15/14 HOA sale were granted, our mutual goal of settling the case without any further cost or detriment to Sun City Anthem (or me) would certainly be achieved. I believe it is an elegant solution which avoids the SCA Board being placed in the untenable position of paying to defend the indefensible acts of its former agents, FirstService Residential/ Red Rock Financial/Services while at the same time returns equitable title to the rightful owner. Of course, I am also willing to listen to any suggested alternatives that would meet these same mutually beneficial objectives.

Therefore, I would like to meet with you at your earliest convenience to see if this can be amicably resolved without further judicial or administrative action involving Sun City Anthem who probably by next week will be the only remaining cross-defendant. Please be advised that yesterday I filed three 3-day Notices of Intent to Take Default against all the other parties, Plaintiffs Stokes/Jimijack and cross-defendants Thomas Lucas/Opportunity Homes and Yuen K. Lee/F. Bondurant. Their defaults should remove any concerns the Board might have in their action to support voiding the sale negatively impacting any purchaser or subsequent purchaser.

Also, please note that permitting the sale to be voided also renders moot the Nationstar ADR claim 16-849 filed 1/14/16 against SCA that RRFS refused to accept the tender of the super-priority amount in order to unlawfully conduct a sale that could extinguish the first deed of trust.


Please bear in mind that my attempts at informal resolution or to even discuss the matter with management and the SCA Board have been rebuffed, and I have been told that I must communicate through your office.

I don't know who is actually assigned so I am sending this email to everyone listed in the Wiz-net e-file system from your firm. Please note that the e-service details of filing show that there was an error in serving Ryan Reed and Sean Anderson so you may want to correct how they are set up in the e-file system.

I can be reached at (702) 465-2199. Please contact me as soon as possible to set up a meeting time.

Nona Tobin

2 attachments

 **20170322 offer to settle SCA.pdf**
216K

AA 002384

20170327 quit claim GBH Trust to Tobin.pdf

DECL A 035

6/13/2019

Gmail - Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in c...

 4185K

AA 002385

DECL A 036

arrangements set forth in a contract or covenant to share costs between the Association and the owner of such Vacation Villas. Additional Activity Cards shall be issued to Declarant upon request with payment of the then current charge for additional Activity Cards, In the event that no "then current charge" Is in effect at the time of such request, the charge for additional Activity Cards for Vacation Villas shall be determined in the reasonable discretion of Declarant.

15.4. Issuance to Declarant.

As long as Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1, the Association shall provide Declarant, free of charge, with as many Activity Cards as Declarant, in its sole discretion, deems necessary for the purpose of marketing the Properties or any property described in Exhibit "B." Declarant may transfer the Activity Cards to prospective purchasers of Lots subject to such terms and conditions as it, in its sole discretion, may determine. Activity Cards provided to Declarant shall entitle the bearer to use all Common Area and recreational facilities (subject to the payment of admission fees or other use fees charged to Qualified Occupants holding Activity Cards).

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

The growth and success of Sun City Anthem as a community in which people enjoy living, working, and playing requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with our neighbors, and protection of the rights of others who have an interest in Sun City Anthem.

**ARTICLE XVI
DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

16.1. Prerequisites to Actions Against Declarant.

Prior to any Owner, the Association, or any Neighborhood Association filing a civil action, undertaking any action in accordance with Section 15.4, or retaining an expert for such actions against Declarant or any Builder or subcontractor of any portion of Anthem Country Club, the Owner, the Board or the board of the Neighborhood Association, as appropriate, shall notify and meet with the Members to discuss the alleged problem or deficiency. Moreover, prior to taking any action, the potential adverse party shall be notified of the alleged problem or deficiency and provided reasonable opportunity to inspect and repair the problem.

16.2. Consensus for Association Litigation.

Except as provided in this Section, the Association or a Neighborhood Association shall not commence a judicial or administrative proceeding without first providing at least 21 days written notice of a meeting to consider such proposed action to its Members. Taking such action shall require the vote of Owners of 75% of the total number of Lots in the Association or in the Neighborhood Association, as appropriate. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (including, without limitation, the collection of assessments and the foreclosure of liens); (b) counterclaims brought by the Association in proceedings instituted against it; or (c) actions to protect the health, safety, and welfare of the Members. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

16.3. Alternative Method for Resolving Disputes.

Declarant, the Association, any Neighborhood Association, their officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances, or disputes described in Sections 16.4 ("Claims") shall be resolved using the procedures set forth in Section 16.5 in lieu of filing suit in any court.

16.4 Claims.

Unless specifically exempted below all Claims arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 16.5.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not constitute a Claim and shall not be subject to the provisions of Section 16.5:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article VIII;

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article III and Article IV;

(c) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(d) any suit by an Owner concerning the aesthetic judgment of the Architectural Review Committee, the Association, or Declarant pursuant to their authority and powers under Article IV.

(e) any suit in which any indispensable party is not a Bound Party; and

(f) any suit as to which any applicable statute of limitations would expire within 90 days of giving the Notice required by Section 16.5(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 16.5.

16.5. Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

- (i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises).
- (iii) Claimant's proposed remedy; and
- (iv) that Claimant will meet with Respondent to discuss good faith ways to resolve the Claim.

(b) Negotiation and Mediation. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation under the auspices of an independent agency providing dispute resolution services in the Las Vegas, Nevada area.

If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a written notice of termination of the mediation proceedings. The notice of termination of mediation shall set forth that the Parties are at an impasse and the date that mediation was terminated.

The Association must satisfy the mediation or arbitration process under the direction of the Nevada Real Estate Division and in compliance with Nevada Revised Statutes,

16.6 Allocation of Costs of Resolving Claims.

Each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator(s).

16.7. Enforcement of Resolution.

After resolution of any Claim through negotiation or mediation, if any Party fails to abide by the terms of any agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 16.5. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one noncomplying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs,

16.8. Attorneys' Fees.

In the event of an action instituted to enforce any of the provisions contained in the Governing Documents, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs, including administrative and lien fees, of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Specific Assessment with respect to the Lot(s) involved in the action.

The following diagram depicts the dispute resolution process:

← DISPUTE RESOLUTION TIMELINE →

Claim Between Bound Parties

- | <u>Day 1</u> | <u>Days 1-30</u> | <u>Days 30-60</u> | <u>Days 60-90+</u> |
|---|--|---|---|
| <ul style="list-style-type: none">• Factual Basis• Legal Basis• Propose a resolution• Propose a meeting• Send by hand delivery or First class mail• Send copy to Board | <ul style="list-style-type: none">• Good faith effort• Parties meet within the Properties• May request Board assistance• If unsuccessful written termination sent by Claimant to Respondent and Board | <ul style="list-style-type: none">• Claimant must submit Claim• Mediator assigned by agency under pre-arranged agreement• If Claim is not submitted, it is waived | <ul style="list-style-type: none">• Agency supplies rules• Fee split between Parties• Written summary from each side• Supervised negotiation• Contractual settlement
<u>or</u>• Termination of mediation |

EXHIBIT 4

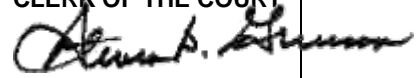
EXHIBIT 4

AA 002390

DECL A 041

DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
3/22/2019 5:33 PM
Steven D. Grierson
CLERK OF THE COURT



Joel Stokes, Plaintiff(s)

Case No.: A-15-720032-C

vs.

Bank of America NA, Defendant(s)

Department 31

NOTICE OF HEARING

Please be advised that the NationStar Mortgage LLC's Motion for Summary Judgment in the above-entitled matter is set for hearing as follows:

Date: April 23, 2019

Time: 9:30 AM

Location: RJC Courtroom 12B
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Patricia Azucena-Preza
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Patricia Azucena-Preza
Deputy Clerk of the Court

AA 002391

DECL A 042

EXHIBIT 5

EXHIBIT 5

AA 002392

DECL A 043

A-15-720032-C

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Title to Property

COURT MINUTES

April 23, 2019

A-15-720032-C fJoel Stokes, Plaintiff(s)
vs.
Bank of America NA, Defendant(s)

April 23, 2019 9:00 AM All Pending Motions

HEARD BY: Kishner, Joanna S. COURTROOM: RJC Courtroom 12B

COURT CLERK: Natalie Ortega

RECORDER: Sandra Harrell

PARTIES

PRESENT: Hong, Joseph Y. Attorney for Plaintiff
Morgan, Melanie D. Attorney for Defendant -
Nationstar

JOURNAL ENTRIES

- TOBIN OPPOSITION TO NATIONSTAR MOTION FOR SUMMARY JUDGMENT AGAINST JIMI-JACK AND COUNTERMOTION FOR SUMMARY JUDGMENT TOBIN OPPOSITION TO NATIONSTAR MOTION FOR SUMMARY JUDGMENT AGAINST JIMI-JACK AND COUNTERMOTION FOR SUMMARY JUDGMENT

COURT NOTED on April 9, 2019 a Notice of Appearance was filed; however a Notice of Withdrawal was never received from Mr. Mushkin's firm on behalf of Ms. Tobin. Mr. Hong stated Mr. Mushkin's office represented Tobin as the trustee for the Hansen Trust, not as an individual. Further, when Ms. Tobin appeared in the case originally, in proper person, the Court advised her she did not have standing because she was not the trustee. Thereafter, she appeared as the trustee and Mr. Mushkin represented her. Further, she did not have standing due to as an individual she did not have anything to do with this case. Additionally, when the Court granted the HOA's Motion for Summary Judgment against the Trust that concluded. Therefore, Ms. Tobin filed an opposition/counter-motion in proper person, individually. Ms. Tobin did not have standing in this case. The only party that had standing was the trust being they were the former owner when the foreclosure occurred. Moreover, Ms. Tobin intervened in the other case that was consolidated with this case as a trustee. COURT FURTHER NOTED in was in receipt of a Notice of Settlement of Nationstar, Joel Stokes and Sandra F.

PRINT DATE: 05/09/2019

Page 1 of 3

Minutes Date: April 23, 2019

AA 002393

DECL A 044

Stokes as Trustee of the Jimijack Irrevocable Trust stating that it had reached agreement on all material terms. Upon Court's inquiry, counsel stated that the May 7, 2019 Motion for Summary Judgment hearing could be moot. Ms. Morgan stated they would withdraw the motion. COURT FINDS there was a Notice of Appearance from the Sun City Anthem and there was not anything else that remained this case. Further, the Court would need to set a status check as to settlement documents between the parties that filed a Notice of Settlement on April 12, 2019. Ms. Morgan stated Nona Tobin still had claims against Jimijack. Upon Court's further inquiry, Mr. Hong acknowledged that Mr. Mushkin was counsel for the trustee and he was counsel for Jimijack. Mr. Hong stated based on this Court's previous Order for Summary Judgment in Favor of the buyer, Opportunity Homes, it would be requested to file a simple motion mirroring the Court's Order similar to a res judica noting that the claims alleged by the trust were identical. COURT NOTED it could not grant any oral leave without a hearing or other parties present. COURT FINDS there was a rogue document filed, Notice of Appearance on April 9, 2019 of Nona Tobin in Proper Person. There was not leave sought by Ms. Tobin for any individual capacity. Further, the only portion of this case in which Ms. Tobin was involved, in any capacity, was as Trustee of the Gordan B. Hansen, August 22, 2008. In that capacity Ms. Tobin was represented by counsel. That counsel had not filed any motion to withdraw, any pleadings on behalf of Ms. Tobin as Trustee for Gordan B. Hansen Trust would need to be filed by counsel.

COURT ORDERED the Notice of Appearance filed April 9, 2019 was a rogue document, therefore STRICKEN. COURT NOTED as to the Notice of Completion of Mediation filed on April 9, 2019, the Court already had a prior document with regards to the completion of mediation Furthermore, since that was also filed by Ms. Tobin, individually, and not her counsel, COURT FURTHER ORDERED, Notice of Completion of Mediation filed April 9, 2019 STRICKEN. COURT FINDS the Tobin's Opposition to Nationstar Summary Judgment against Jimijack and counter-motion filed April 10, 2019 at 11:17 a.m., filed by Nona Tobin, not filed by Mr. Mushkin as counsel as trustee of the Gordan B. Hansen Trust, a rogue document, therefore, COURT ADDITIONALLY ORDERED, Tobin's Opposition to Nationstar Summary Judgment against Jimijack and counter-motion STRICKEN. COURT FINDS that if the Court reviewed the underlying arguments, which it could not, even independently, it was understood that there were no claims between Nationstar that currently existed with regards to Nona Tobin as Trustee of the Gordan Hansen Trust. There would not be an appropriate opposition. COURT ORDERED, the April 12, 2019 at 1:40 a.m. Tobin Opposition To Nationstar Motion For Summary Judgment Against Jimijack And Counter Motion For Summary Judgment Hearing Requested Conjunction With Hearing For Nationstar MSJ Scheduled STRICKEN being a rogue documents. COURT FURTHER ORDERED, the Notice of Appearance Nona Tobin in Proper Person and the Notice of Completion of Mediation filed on April 12, 2019 STRICKEN as rogue and duplicative. COURT ADDITIONALLY ORDERED, April 12, 2019 1:11 AM Notice of Completion of Mediation and April 12, 12:39 am Notice of Appearance STRICKEN as rogue and duplicative. On April 17, 2019 at 8:37 a.m., Tobin's Reply In Support of Joinder to Nationstar Mortgage, LLC s Motion For Summary Judgment and Reply In Support Of Tobin's Motion For Summary Judgment, COURT ADDITIONALLY motion ORDERED STRICKEN as rogue. COURT was NOT FINDING that it

should strike the April 19th Response by Nationstar, being it was clarification to enlighten the Court the improper filing of documents. Upon Court's inquiry, Ms. Morgan stated she was not requesting the Court to take action.

As to the remaining underlying documents, Mr. Hong stated they would withdraw and vacate the Stipulation to Extend the briefing scheduling noting it was prepared and filed prior to settlement, that document was now moot. Upon Court's inquiry, Mr. Hong acknowledged the Court could disregard the stipulation as to the briefing schedule. As to the pending Motion for Summary Judgment on May 7th. Ms. Morgan stated that would not be heard stating the only claims remained had been resolved and she would file a Notice of Withdraw. At the request of the movant, no opposition by Mr. Hong, and since only party which could had filed any pleadings, COURT ORDERED, May 7, 2019 Motion for Summary Judgment VACATED.

COURT NOTED the Calendar Call and Bench Trial dates would remain. Further, Nona Tobin as Trustee for the Gordan B. Hansen Trust versus Jimijack were the only remaining parties in these combined cases, A720032 with A730078. Ms. Morgan advised Tobin as Trustee also had pending claims against Yuen K. Lee and F Bonderant LLC. Colloquy regarding the caption.

COURT ORDERED, Status Check SET regarding Settlement Documents.

05/21/19 STATUS CHECK: SETTLEMENT DOCUMENTS

CLERK'S NOTE: Minutes amended to reflect the additional stricken documents as follows: 04/12/19 1:11 AM Notice of Completion of Mediation and 04/12/19 12:39 AM Notice of Appearance.
ndo05/09/19

EXHIBIT 6

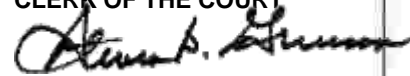
EXHIBIT 6

AA 002396

DECL A 047

ORIGINAL

Electronically Filed
4/15/2019 6:32 PM
Steven D. Grierson
CLERK OF THE COURT



1 SAO
2 JOSEPH Y. HONG, ESQ.
3 Nevada Bar No. 5995
4 HONG & HONG
5 A Professional Law Corporation
6 10781 W. Twain Ave.
7 Las Vegas, Nevada 89135
8 Tel: (702) 870-1777
9 Fax: (702) 870-0500
10 Email: Yosuphonglaw@gmail.com

11 Attorney for Joel A. Stokes and
12 Sandra Stokes, as trustees of the
13 Jimjack Irrevocable Trust

PLEASE FILE WITH MASTER
CALENDAR

DISTRICT COURT
CLARK COUNTY, NEVADA

14 JOEL A. STOKES and SANDRA F. STOKES,
15 as trustees of the JIMJACK IRREVOCABLE
16 TRUST,

Plaintiff,

vs.

17 BANK OF AMERICA, N.A.,

Defendant.

CASE NO. A-15-720032-C
DEPT. NO. XXXI

Consolidated with: A-16-730978-C

18 NATIONSTAR MORTGAGE LLC.,

Counterclaimant,

vs.

19 JIMJACK IRREVOCABLE TRUST,

Counterdefendant.

STIPULATION AND ORDER
TO EXTEND BRIEFING
SCHEDULE FOR NATIONSTAR
MORTGAGE LLC'S MOTION
FOR SUMMARY JUDGMENT
AND CONTINUE HEARING

20 NONA TOBIN, an individual, and trustee of the
21 GORDON B. HANSEN TRUST, Dated 8/22/08

Counterclaimant,

vs.

22 JOEL A. STOKES and SANDRA F. STOKES, as
23 trustees of the JIMJACK IRREVOCABLE
24 TRUST; SUN CITY ANTHEM COMMUNITY
25 ASSOCIATION, INC.; YEUN K. LEE, an
26 individual d/b/a Manager; F. BONDURANT,
27 LLC.; AND DOES 1-10 and ROE
28 CORPORATIONS 1-10, inclusive,

Counterdefendants.

COME NOW, the parties, JIMJACK IRREVOCABLE TRUST (JIT), NATIONSTAR

DECL A 048





1 Mortgage LLC ("Nationstar"), by and through their counsel of record, hereby stipulate and agree
2 as follows:

3 The hearing on Nationstar's Motion for Summary Judgment, presently scheduled for
4 April 23, 2019 at 9:00a.m., shall be continued to a date and time in the second week of May 2019
5 wherein JIT shall file and serve its Opposition to Nationstar's Motion for Summary Judgment by
6 April 26, 2019, and ~~Bana~~ ^{Nationstar} will thereafter file and serve its Reply accordingly.

7 DATED this 10th day of April, 2019.

DATED this 10th day of April, 2019.

8
9 
10 MELANIE D. MORGAN, ESQ.
11 Nevada Bar No. 8215
12 AKERMAN LLP
13 1635 Village Center Cir., # 200
14 Las Vegas, Nevada 89134
15 Attorney for Nationstar Mortgage LLC.

8
9 
10 JOSEPH Y. HONG, ESQ.
11 Nevada Bar No. 5995
12 1980 Festival Plaza Dr., Suite 650
13 Las Vegas, Nevada 89135
14 Attorney for Jimijack Irrevocable Trust

14 **ORDER**


15 Pursuant to the foregoing Stipulation of the parties and good cause appearing :

16 **IT IS SO ORDERED** that the hearing on Nationstar Mortgage LLC.'s Motion for
17 Summary Judgment, which is presently scheduled for April 23, 2019 at 9:00 a.m., shall be
18 continued to May 7, 2019 at 9:30 a.m. *In granting this stipulation the parties*

19 DATED this 12 day of April, 2019. *will be still be set for trial on*

20 
21 DISTRICT COURT JUDGE

22
23 Respectfully submitted by:

24 
25 JOSEPH Y. HONG, Esq.
26 Nevada Bar No. 5995
27 1980 Festival Plaza Dr., Suite 650
28 Las Vegas, Nevada 89135
Attorney for Jimijack Irrevocable Trust

*the May 28, 2019 trial stack as
set forth in the Trial Order and
the parties must otherwise
comply with all other
pre-trial and trial dates
and requirements of the
Reply is due in
accordance with 002898 P 6
and the EDC R.*

EXHIBIT 7

EXHIBIT 7

AA 002399

DECL A 050



1 NTSO
2 JOSEPH Y. HONG, ESQ.
3 State Bar No. 005995
4 HONG & HONG LAW OFFICE
5 1980 Festival Plaza Drive, Suite 650
6 Las Vegas, Nevada 89135
7 Telephone No.: (702) 870-1777
8 Facsimile No.: (702) 870-0500
9 E-mail: yosuphonglaw@gmail.com
10 Attorney for Plaintiff/Counterdefendant
11 *JOEL A. STOKES and SANDRA F. STOKES,*
12 *as trustees of the JIMI JACK IRREVOCABLE TRUST*

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

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

13 Plaintiff,

14 vs.

15 BANK OF AMERICA, N.A.,

16 Defendant.

17

18 NATIONSTAR MORTGAGE LLC.,

19 Counterclaimant,

20 vs.

21 JIMI JACK IRREVOCABLE TRUST,

22 Counterdefendant.
23
24
25
26
27
28

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

Consolidated with: A-16-730978-C

**NOTICE OF ENTRY OF
STIPULATION AND ORDER
TO EXTEND BRIEFING
SCHEDULE FOR NATIONSTAR
MORTGAGE LLC'S MOTION FOR
SUMMARY JUDGMENT ANC[sic]
CONTINUE HEARING**

AA 002400

DECL A 051

1 NONA TOBIN, an individual, and trustee of the
2 GORDON B. HANSEN TRUST, Dated 8/22/08,

3 Counterclaimant,

4 vs.

5 JOEL A. STOKES and SANDRA F. STOKES, as
6 trustees of the JIMI JACK IRREVOCABLE
7 TRUST; SUN CITY ANTHEM COMMUNITY
8 ASSOCIATION, INC.; YEUN K. LEE, an
9 individual d/b/a Manager; F. BONDURANT,
10 LLC.; AND DOES 1-10 and ROE
11 CORPORATIONS 1-10, inclusive,

12 Counterdefendants.

13 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

14 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that a STIPULATION
15 AND ORDER TO EXTEND BRIEFING SCHEDULE FOR NATIONSTAR MORTGAGE
16 LLC'S MOTION FOR SUMMARY JUDGMENT ANC [sic] CONTINUE HEARING was
17 entered in the above-entitled matter, and filed on the 15th day of April, 2019, a copy of which is
18 attached hereto.

19 DATED this 22nd day of April, 2019.

20 HONG & HONG LAW OFFICE

21 /s/ Joseph Y. Hong

22 JOSEPH Y. HONG, ESQ.

23 State Bar No. 005995

24 1980 Festival Plaza Drive, Suite 650

25 Las Vegas, Nevada 89135

26 Attorney for Plaintiff/Counterdefendant

27 *JOEL A. STOKES and SANDRA F.*

28 *STOKES, as trustees of the JIMI JACK
IRREVOCABLE TRUST*

AA 002401

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CERTIFICATE OF ELECTRONIC SERVICE

Pursuant to NRCP 5(b)(2)(D), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 22nd day of April, 2019, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER TO EXTEND BRIEFING SCHEDULE FOR NATIONSTAR MORTGAGE LLC'S MOTION FOR SUMMARY JUDGMENT ANC [sic] CONTINUE HEARING** by electronic transmission through the Eighth Judicial District Court EFP system (Odyssey eFileNV) pursuant to NEFCR 9 upon each party in this case who is registered as an electronic case filing user with the Clerk.

By/s/ Debra L. Batesel
An employee of Joseph Y. Hong, Esq.

ORIGINAL

Electronically Filed
4/15/2019 6:32 PM
Steven D. Grierson
CLERK OF THE COURT

Steven D. Grierson

1 SAO
2 JOSEPH Y. HONG, ESQ.
3 Nevada Bar No. 5995
4 HONG & HONG
5 A Professional Law Corporation
6 10781 W. Twain Ave.
7 Las Vegas, Nevada 89135
8 Tel: (702) 870-1777
9 Fax: (702) 870-0500
10 Email: Yosuphonglaw@gmail.com

11 Attorney for Joel A. Stokes and
12 Sandra Stokes, as trustees of the
13 Jimjack Irrevocable Trust

PLEASE FILE WITH MASTER
CALENDAR

DISTRICT COURT
CLARK COUNTY, NEVADA

14 JOEL A. STOKES and SANDRA F. STOKES,
15 as trustees of the JIMJACK IRREVOCABLE
16 TRUST,

Plaintiff,

vs.

17 BANK OF AMERICA, N.A.,

Defendant,

18 NATIONSTAR MORTGAGE LLC,

Comercial claimant,

vs.

19 JIMJACK IRREVOCABLE TRUST,

Counterdefendant.

20 NONA TOBIN, an individual, and trustee of the
GORDON B. HANSEN TRUST, Dated 8/22/08

Counterclaimant,

vs.

21 JOEL A. STOKES and SANDRA F. STOKES, as
22 trustees of the JIMJACK IRREVOCABLE
23 TRUST; SUN CITY ANTHEM COMMUNITY
24 ASSOCIATION, INC.; YEUN K. LEE, an
25 individual d/b/a Manager; F. BONDURANT
26 LLC; AND DOES 1-10 and ROE
27 CORPORATIONS 1-10, inclusive,

Counterdefendants.

CASE NO. A-15-720032-C
DEPT. NO. XXXI

Consolidated with: A-16-730978-C

STIPULATION AND ORDER
TO EXTEND BRIEFING
SCHEDULE FOR NATIONSTAR
MORTGAGE LLC'S MOTION
FOR SUMMARY JUDGMENT
AND CONTINUE HEARING

28 COME NOW, the parties, JIMJACK IRREVOCABLE TRUST ("JIT"), and Nationstar

AA 002403


me
4-11-19


1 Mortgage LLC ("Nationstar"), by and through their counsel of record, hereby stipulate and agree
2 as follows:

3 The hearing on Nationstar's Motion for Summary Judgment, presently scheduled for
4 April 23, 2019 at 9:00a.m., shall be continued to a date and time in the second week of May 2019
5 wherein JIT shall file and serve its Opposition to Nationstar's Motion for Summary Judgment by
6 April 26, 2019, and ~~Banfa~~ ^{Nationstar} will thereafter file and serve its Reply accordingly.

7 DATED this 10th day of April, 2019.

DATED this 10th day of April, 2019.

8
9
10 
11 MELANIE D. MORGAN, ESQ.
12 Nevada Bar No. 8215
13 AKERMAN LLP
14 1635 Village Center Cir., # 200
15 Las Vegas, Nevada 89134
16 Attorney for Nationstar Mortgage LLC.

8
9
10 
11 JOSEPH Y. HONG, ESQ.
12 Nevada Bar No. 5995
13 1980 Festival Plaza Dr., Suite 650
14 Las Vegas, Nevada 89135
15 Attorney for Jimijack Irrevocable Trust

14 **ORDER**


15 Pursuant to the foregoing Stipulation of the parties and good cause appearing :

16 **IT IS SO ORDERED** that the hearing on Nationstar Mortgage LLC.'s Motion for
17 Summary Judgment, which is presently scheduled for April 23, 2019 at 9:00 a.m., shall be
18 continued to May 7, 2019 at 9:30 a.m. *In granting this stipulation the parties*

19 DATED this 12 day of April, 2019. *will be still be set for trial on*

20 
21 DISTRICT COURT JUDGE

22
23 Respectfully submitted by:

24 
25 JOSEPH Y. HONG, Esq.
26 Nevada Bar No. 5995
27 1980 Festival Plaza Dr., Suite 650
28 Las Vegas, Nevada 89135
Attorney for Jimijack Irrevocable Trust

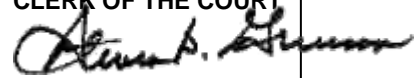
*the May 28, 2019 trial stack as
set forth in the Trial Order and
the parties must otherwise
comply with all other
pre-trial and trial dates
and requirements of the
Reply is due in
accordance with NRC P 6
and the EDC R. AA002404*

EXHIBIT 8

EXHIBIT 8

AA 002405

DECL A 056



1 **OPPC**

2 NONA TOBIN
3 2664 Olivia Heights Avenue
4 Henderson NV 89052
5 Phone: (702) 465-2199
6 nonatobin@gmail.com

7 *Defendant-in Intervention/ Cross-Claimant*
8 *In Proper Person*

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 JOEL A. STOKES and SANDRA F.
12 STOKES, as trustees of the JIMI JACK
13 IRREVOCABLE TRUST,
14 Plaintiffs,

15 vs.

16 BANK OF AMERICA, N.A.,
17 Defendant.

18

NATIONSTAR MORTGAGE, LLC,
19 Counter-Claimant,

20 Vs.

21 JIMI JACK IRREVOCABLE TRUST;
22 Counter-Defendant

23

NONA TOBIN, an individual, Trustee of the
24 GORDON B. HANSEN TRUST, dated
25 8/22/08

26 Cross-Claimant,

27 vs.

28 JOEL A. STOKES and SANDRA F.
STOKES, as trustees of the JIMI JACK
IRREVOCABLE TRUST; SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
INC., Yuen K. Lee, an individual, d/b/a
Manager, F. Bondurant, LLC, and DOES 1-
10 AND ROE CORPORATIONS 1-10,
inclusive

Cross-Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

TOBIN OPPOSITION TO
NATIONSTAR MOTION FOR
SUMMARY JUDGMENT AGAINST
JIMI JACK AND COUNTER MOTION
FOR SUMMARY JUDGMENT

HEARING REQUESTED IN
CONJUNCTION WITH HEARING FOR
NATIONSTAR MSJ SCHEDULED:

APRIL 23, 2019 9:30 AM

HEARING: APRIL 23, 2019 9:30 AM

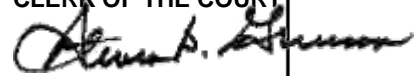
AA 002406

EXHIBIT 9

EXHIBIT 9

AA 002407

DECL A 058



1 MICHAEL R. MUSHKIN, ESQ.
Nevada Bar No. 2421
2 L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
3 MUSHKIN CICA COPPEDGE
4 4495 South Pecos Road
Las Vegas, Nevada 89121
5 Telephone: 702-454-3333
Fax: 702-386-4979
6 michael@mccnvlaw.com
7 jcoppedge@mccnvlaw.com

8 *Attorneys for Nona Tobin, an individual and*
9 *as Trustee of the Gordon B. Hansen Trust*

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 **JOEL A. STOKES and SANDRA F.**
13 **STOKES, as trustee of the JIMIACK**
14 **IRREVOCABLE TRUST,**

15 Plaintiffs,
16 vs.

17 **BANK OF AMERICA, N.A.;**
18 Defendant.

19 **NATIONSTAR MORTGAGE, LLC,**
20 Counter-Claimant,

21 vs.

22 **JIMIACK IRREVOCABLE TRUST,**
23 Counter-Defendant.

24
25 **CAPTION CONTINUES BELOW**
26
27
28

Case No.: A-15-720032-C
Consolidated with: A-16-730078-C

Department: XXXI

Hearing Requested

**MOTION TO WITHDRAW
AS COUNSEL OF RECORD FOR
NONA TOBIN, AN INDIVIDUAL
ON ORDER SHORTENING TIME**

DEPARTMENT XXXI
NOTICE OF HEARING
DATE 7/9/19 TIME 9:00 am
APPROVED BY [Signature]

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

3 Counter-Claimant,

4 vs.

5 JOEL A. STOKES and SANDRA F.
6 STOKES, as trustees of the JIMJACK
7 IRREVOCABLE TRUST, SUN CITY
8 ANTHEM COMMUNITY ASSOCIATION,
9 INC., YUEN K. LEE, an Individual, d/b/a
10 Manager, F. BONDURANT, LLC, DOES 1-
11 10, AND ROE CORPORATIONS 1-10,
inclusive,


12 Counter-Defendants.

13 **MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR**
14 **NONA TOBIN AN INDIVIDUAL**
15 **ON ORDER SHORTENING TIME**

16 The law firm of Mushkin Cica Coppedge, by and through their undersigned counsel,
17 hereby move this Honorable Court for an Order allowing the law firm of Mushkin Cica
18 Coppedge to withdraw as counsel of record for Nona Tobin, an individual ("Tobin"). This
19 Motion is made and based upon the pleadings and papers of file herein, the Memorandum of
20 Points and Authorities, the Declaration of Counsel, and any oral argument which may be
deemed necessary by the Court upon the hearing of the instant Motion.

21 DATED this 12 day of June, 2019

22 MUSHKIN • CICA • COPPEDGE

23
24 
25 L. JOE COPPEDGE, ESQ.
26 Nevada State Bar No. 4954
4495 S. Pecos Road
27 Las Vegas, Nevada 89121
28

1 **ORDER SHORTENING TIME**

2 With good cause appearing therefore:

3 IT IS HEREBY ORDERED that the foregoing **Motion to Withdraw as Counsel of**
4 **Record for Nona Tobin, an Individual, on Order Shortening Time** shall be heard in the
5 above-entitled proceeding on the 9 day of July, 2019, at 9:00 A.m., in Department
6 XXIV of the Eighth Judicial District Court of the State of Nevada, in and for the County of
7 Clark, located at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89101.

8 DATED this 14 day of June, 2019.

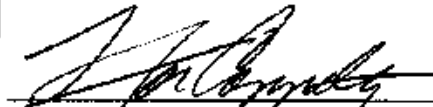
9
10 
11 DISTRICT COURT JUDGE

12 *Respectfully Submitted By:*
13 MUSHKIN · CICA · COPPEDGE

Motion must be filed/served by: 6/18/19 @ 12pm

Opposition must be filed/served by: 6/26/19 @ 12pm

Reply must be filed/served by: 7/2/19 @ 12pm

14 
15 MICHAEL R. MUSHKIN, ESQ.
16 Nevada State Bar No. 2421
17 L. JOE COPPEDGE, ESQ.
18 Nevada State Bar No. 4954
19 4495 South Pecos Road
20 Las Vegas, NV 89121

Please provide courtesy copies to Chambers upon filing.

21 **DECLARATION OF COUNSEL**

22 Declarant, upon penalty of perjury, states as follows:

23 1. I am an attorney licensed to practice law in the State of Nevada and I am an
24 attorney at Mushkin Cica Coppedge, which currently represents Counterclaimant Nona Tobin,
25 as Trustee of the Gordon B. Hansen Trust dated 8/22/08 (the "Client") and Nona Tobin
26 ("Tobin") in Eighth District Court Case No. A-15-720032-C Consolidated with A-16-730078-
27 C;

28 2. I have personal knowledge of the following matters and believe that the

1 following assertions are true to the best of my knowledge and belief;

2 3. In this case, Nona Tobin has requested that the law firm of Mushkin Cica
3 Coppedge immediately withdraw from her representation as an individual, to the extent our firm
4 represents her in that capacity;

5 4. Given the express instructions to withdraw, good cause for withdrawal exists;

6 5. I believe that withdrawal may be accomplished without material adverse effect
7 on the interests of the Client or Tobin and withdrawal will not result in any delay of any matter
8 if this Motion is granted;

9 6. Since Ms. Tobin has instructed us to withdraw immediately, there is insufficient
10 time to have this matter heard in the ordinary course. As a result, Declarant respectfully requests
11 that the Court set an expedited hearing on Motion to Withdraw as Counsel of Record for Nona
12 Tobin, an Individual, on Order Shortening Time on a shortened time basis at the earliest
13 available date;

14 7. For the reasons stated above, I believe that the law firm of Mushkin Cica
15 Coppedge should be permitted to withdraw as counsel of record for Tobin, as an individual;

16 8. It is my intent to have Tobin served with a copy of this motion as soon as it is
17 filed and calendared for hearing at her last known address; and

18 9. Tobin may also be served with notice of further proceedings at her last known
19 address of 2664 Olivia Heights Avenue, Henderson, Nevada 89052 Tobin's last known
20 telephone number is 702-465-2199, and Tobin's last known email address is
21 nonatobin@gmail.com.

22 Declarant states under penalty of perjury that the foregoing is true and correct.

23 Dated this 12 day of June, 2019.

24
25
26 
27 L. JOE COPPEDGE
28

1 **POINTS AND AUTHORITIES**

2 Rule 7.40 of the Eighth Judicial District Court Rules provides that when an attorney has
3 appeared in an action on behalf of a party, the attorney may withdraw from representing that
4 party only upon order of the court, granted upon written motion. Rule 7.40 provides, in
5 pertinent part:

6 Appearances; substitutions; withdrawal or change of attorney.

7 * * *

8 (b) Counsel in any case may be changed only:

9 * * *

10 (2) When no attorney has been retained to replace the
11 attorney withdrawing, by order of the court, granted upon
12 written motion, and

13 (i) If the application is made by the attorney,
14 the attorney must include in an affidavit the
15 address, or last known address, at which the client
16 may be served with notice of further proceedings
17 taken in the case in the event the application for
18 withdrawal is granted, and the telephone number,
19 or last known telephone number, at which the
20 client may be reached and the attorney must serve
21 a copy of the application upon the client and all
22 other parties to the action or their attorneys, or

23 * * *

24 (c) No application for withdrawal or substitution may be
25 granted if a delay of the trial or of the hearing of any other matter
26 in the case would result.

27 Rule 1.16 of the Nevada Rules of Professional Conduct further provides, in pertinent
28 part:

29 NRPC 1.16. Declining or Terminating Representation.

30 (a) Except as stated in paragraph (c), a lawyer shall not
31 represent a client or, where representation has commenced, shall
32 withdraw from the representation of a client if:

33 * * *

34 (3) The lawyer is discharged.

35 * * *

36 (b) Except as stated in paragraph (c), a lawyer may withdraw
37 from representing a client if:

1 (1) Withdrawal can be accomplished without material
adverse effect on the interests of the client;

* * *

2 (7) Other good cause for withdrawal exists.

3 (c) A lawyer must comply with applicable law requiring notice
4 to or permission of a tribunal when terminating representation.
5 When ordered to do so by a tribunal, a lawyer shall continue
6 representation notwithstanding good cause for terminating the
representation.

7 (d) Upon termination of representation, a lawyer shall take
8 steps to the extent reasonably practicable to protect a client's
9 interests, such as giving reasonable notice to the client, allowing
10 time for employment of other counsel, surrendering papers and
11 property to which the client is entitled and refunding any advance
payment of fee or expense that has not been earned or incurred.
The lawyer may retain papers relating to the client to the extent
permitted by other law.

12 In this case, Nona Tobin ("Tobin"), as an individual, has requested that the law firm of
13 Mushkin Cica Coppedge withdraw. As a result, good cause for the withdrawal exists.

14 In meeting the aforementioned requirements, counsel will serve Tobin and opposing
15 counsel with a copy of this Motion. Counsel has included in the attached affidavit the address at
16 which Tobin may be served with notice of all further proceedings in this case. Tobin's last
17 known address, phone number and email address have also been provided. Having complied
18 with Rule 7.40 of the Eighth Judicial District Court Rules, Rule 1.16 of the Nevada Rules of
19 Professional Conduct, and because of the reasons set forth in the attached Declaration of
20 Counsel, both L. Joe Coppedge, Esq. and the law firm of Mushkin Cica Coppedge request that
21 this Court enter its Order withdrawing them as attorneys of record for Nona Tobin, an
22 Individual.

23 No delay of any matter will result if this Motion is granted.

24 WHEREFORE, for the reasons set forth above and in the attached Declaration of
25 Counsel, L. Joe Coppedge, Esq. and the law firm of Mushkin Cica Coppedge respectfully

26 ///


27 ///

28 ///

1 request that this Court enter an order allowing Michael R. Mushkin, L. Joe Coppedge and the
2 law firm of Mushkin Cica Coppedge to withdraw as counsel of record for Nona Tobin, an
3 Individual.

4 DATED this 12 day of June, 2019

5 MUSHKIN • CICA • COPPEDGE

6
7 
8 L. JOE COPPEDGE, ESQ.
9 Nevada State Bar No. 4954
4495 S. Pecos Road
Las Vegas, Nevada 89121

10
11
12
13 **CERTIFICATE OF SERVICE**

14 I hereby certify that the foregoing **Motion to Withdraw as Counsel of Record for**
15 **Nona Tobin, an Individual, on Order Shortening Time** was submitted electronically for
16 filing and/or service with the Eighth Judicial District Court on this ____ day of June, 2019.
17 Electronic service of the foregoing document shall be upon all parties listed on the Odyssey
18 eFileNV service contact list:

19
20
21 _____
22 An Employee of
23 MUSHKIN CICA COPPEDGE
24
25
26
27
28

EXHIBIT 10

EXHIBIT 10

AA 002415

DECL A 066



Nona Tobin <nonatobin@gmail.com>

Re: Service

1 message

Nona Tobin <nonatobin@gmail.com>

Tue, Jun 18, 2019 at 10:01 AM

To: Karen Foley <KFoley@mccnvlaw.com>, Joe Coppedge <joe@mushlaw.com>

I have been in San Jose since last Friday and I won't be back home until tomorrow night late. My brother is driving me and I'll be in the mountains Coarse Gold CA overnight. So I don't know what to do. Besides, I have Jury duty on July 9.

Plus it makes n sense to have a hearing. My complaint is SCA forced me to have an attorney by lying about the court record.

On 4/27/17 the judge denied their motion to dismiss me as an individual for no attorney and then the court never ruled about the trust because it was moot - I already had transferred the title into my name as an individual and told Ochoa in 3/27/17 email. I had also ut in my 4/5/17 opposition on p. 10 that it was moot because Steve Hansen disclaimed hs interest and was the sole member of the trust, the sole beneficiary.

On 3/27/17 as trustee, I moved the GBH Trust's only asset out of the trust. The recorded statement of value on 3/28/17 shows that the trust was closed because it was empty. A trust has to have assets to exist. See [NRS 163.187](#)

Notice to move for 11b sanctions - this is an essential part of my case and why the attorneys are trying to silence me This whole three years (my first filing into the other case was 7/29/16) was caused by Ochia obstructing the Board's investigating and approve my settlement offer. Ochoa would have been directed to not oppose my March 3, 2017 motion to void the sale and the case would have been over before I was elected to the Board. Ochoa's protecting Red Rock is a violation of hs duty to Sun City Anthem, by telling the Board that they have to let SCA's agents and attorneys control all the money and all the records and then Ochoa lied to the court about what they are doing. Ochoa even disclosed the 2007 Red Rock contract instead of the 4/26/12 contract because the 2007 contract allowed Red Rock to shove the attorney fees onto SCA. the 2012 contract says what they are doing is wrong. Red Rock has to indeminfy SCA and py all the settlements and insurance litigators etc to defend itself. Red Rock has controlled Ocha and not the SCA Board, but the Board has been told the owners have to foot the bill. The Board is violating its duty to me as an SCA member because it is letting the get away with it.

I got my MINV in late last night, but I need to re-do the TOC and BATES numbers on the exhibits. I just wanted the judge to see that if she would only use the PFFCLs Joe submitted and exclude the ones Hong turned in two days late, then the interests of both Tobin as individual as trustee would be protected and the case could be closed.

Otherwise, I am forced to appeal everything, move for 11b sanctions on all opposing counsels and initiate a rule 23.1 derivative suit against SCA.

Her choice. June 21. Do the right thing. That's my message.

Nona Tobin
(702) 465-2199

Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead

On Tue, Jun 18, 2019 at 9:28 AM Karen Foley <KFoley@mccnvlaw.com> wrote:

Nona,

Per the Judge's Order on the Order Shortening Time we need to have you served by noon today. If you could contact Legal Wings that left you a voicemail and a notice on your door to let them know where and when they can serve you with the OST.

DECL A 067

Thank you,

Karen L. Foley

Legal Administrator/Case Manager

MUSHKIN • CICA • COPPEDGE

4495 South Pecos Rd

Las Vegas, NV 89121

Tel. No. (702) 454-3333

Fax No. (702) 386-4979

CONFIDENTIALITY NOTICE: The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it. Thank you.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that, to the extent this communication (or any attachment) addresses any tax matter, it was not written to be (and may not be) relied upon to (i) avoid tax-related penalties under the Internal Revenue Code, or (ii) promote, market or recommend to another party any transaction or matter addressed herein (or in any such attachment).

AA 002417

DECL A 068

EXHIBIT 11

EXHIBIT 11

AA 002418

DECL A 069



Nona Tobin <nonatobin@gmail.com>

RE: June 3 Calendar Call and June 5 Trial minutes in case A-15-720032-C contain significant errors

1 message

Cordoba-Wheeler, Tracy <cordt@clarkcountycourts.us>
To: Nona Tobin <nonatobin@gmail.com>

Wed, Jun 19, 2019 at 8:30 AM

Ms. Tobin,

As this communication would be considered ex parte communication, it will not be provided to the Court.

In order to avoid the appearance of any ex parte communication by any party, please be sure to copy all parties on any and all correspondence to the Court. Please fax (702-366-1412), not to exceed 15 pages, mail, or hand-deliver (to the department inbox) any correspondence to the Court ensuring all parties are copied on said correspondence. Additionally, please also ensure that you comply with the EDCR including, but not limited to, EDCR 2.22, 7.25, 7.26, and 7.74 as emailed communications are not responded to unless otherwise ordered by the Court and unless copied to all parties.

Please be advised that we are unable to provide any legal advice.

TRACY L. CORDOBA-WHEELER*Judicial Executive Assistant to****JUDGE JOANNA S. KISHNER******DISTRICT COURT – DEPT. 31******CHAMBERS: 702-671-3634******FAX: 702-366-1412*****From:** Nona Tobin [mailto:nonatobin@gmail.com]**Sent:** Wednesday, June 19, 2019 5:33 AM**To:** Cordoba-Wheeler, Tracy**Subject:** June 3 Calendar Call and June 5 Trial minutes in case A-15-720032-C contain significant errors

Hi Tracy,

Could you please let Judge Kushner know immediately that the [June 5 minutes incorrectly report](#) that **none** of the parties timely submitted the Proposed Findings of Fact and Conclusions of Law (PFFCL) that were due on June 3.

AA 002419

The [PFFCL for the Gordon B. Hansen Trust](#) was timely submitted as can be seen by the court's e-service stamp. (A version of the GBH Trust PFFCL in MS Word format is attached for the convenience of the Court.)

DECL A 070

The [untimely \(June 5\) Jimijack/Lee PFFCL](#) was not submitted two days before the trial as required by Dept. XXXI Bench Trial Handout/Procedure for Counsel. The court's stamp shows 3:20 PM,, with service at 3:23 PM more than three hours **after** the first day of trial ended.

Also, please note that Gordon B. Hansen Trust was the only party that complied with requirement of a Pre-trial memo, and it was served on all parties the day of the calendar call.

[June 3 Court minutes](#) for the calendar call identified violations of EDCR 2.67, 2.68, 2.69 by the attorneys for all parties for which NRCP 11 sanction (no exhibits admitted to trial) for the GBH Trust and Jimijack/Lee attorneys not having the EDCR 2.67 pre-trial meeting to exchange exhibits, for no joint pre-trial memo, not making pre-trial disclosures and not having trial exhibits.

In fact, counsel for the Gordon B. Hansen Trust had properly indexed binders of exhibits with him at the Calendar Call as required by Dept. XXXI Bench Trial rules and compliant with EDCR 2.69. Further, the GBH Trust had many pre-trial disclosures during discovery and Jimijack/Lee had none.

The fact that Gordon B. Hanse Trust did comply with these requirements while Jimijack and Lee did not, is not accurately reflected in the minutes.

Nor is there any reference in the minutes to a fact, important to my motion to intervene as an individual, that the Court refused to grant me requested leave to address the Court pursuant to EDCR 7.40(a) "The court in its discretion may hear a party in open court although the party is represented by counsel" or that the Court refused to accept the EDCR 2.67 individual Pre-trial memo supplement I had prepared because Jimijack's/Lee's attorney Hong had refused to meet to prepare a joint pre-trial memo.

This is a [link to a 5/16/19 email to the Jimijack/Lee attorney Hong to schedule](#) it. The email in the link is one of three failed attempts I can personally testify to, that received no response..

In four years of litigation, Jimijack/Lee have **never entered any evidence** into the court record to support their claims. The minutes of both the Calendar Call and the Pre-Trial Conference that Jimijack/Lee had no exhibits planned for trial and that their entire case relied on the April 18, 2019 order that granted the Sun City Anthem Motion for summary judgment and the Nationstar Joinder thereto .

Jimijack/Lee benefitted from Hong's evasion of the EDCR 2.67 pre-trial meeting to exchange exhibits.. The minutes do not reflect the fact that the NRCP 11 sanctions for the errors and omissions of the attorneys for all parties in fact only sanctioned party Nona Tobin, as Trustee of the Gordon B. Hansen Trust, and non-party Nona Tobin, an individual.

It is my hope that these errors can be corrected prior to the issuance of the June 5 trial order, anticipated on June 21, and ideally render moot my recent Pro Se motion to intervene as an individual moot and to avoid the necessity of expensive appeals.

Thank you for your assistance in this matter.

AA 002420

Nona Tobin

DECL A 071

(702) 465-2199

Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead

AA 002421

DECL A 072

EXHIBIT 12

EXHIBIT 12

AA 002422

DECL A 073



Nona Tobin <nonatobin@gmail.com>

DECL plus exhibits

1 message

Nona Tobin <nonatobin@gmail.com>

Thu, Jun 20, 2019 at 4:15 PM






To: Joe Coppedge <jcoppedge@mccnvlaw.com>, Karen Foley <karen@mushlaw.com>

I'm sending it in word as well in case anything needs to be changed. I just want the Court to consider it before ruling on the trial.

Nona Tobin
(702) 465-2199

Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead

5 attachments

-  **190620 DEC Ex 1-6.pdf**
864K
-  **190620 DECL Exhibits 7-10.pdf**
2164K
-  **190620 DECL Ex 11-17.pdf**
5095K
-  **190620 DECL TOBIN.docx**
153K
-  **190620 DECL TOBIN.pdf**
212K

AA 002423**DECL A 074**

EXHIBIT 13

EXHIBIT 13

AA 002424

DECL A 075



Nona Tobin <nonatobin@gmail.com>

Jimijack-Nationstar collusion should not be tolerated by this court

1 message

Nona Tobin <nonatobin@gmail.com>

Fri, Jun 21, 2019 at 9:37 AM

To: Joe Coppedge <joe@mushlaw.com>, Karen Foley <karen@mushlaw.com>, David Ochoa <dochoa@lipsonneilson.com>, elizabeth.streible@akerman.com, donna.wittig@akerman.com, melanie.morgan@akerman.com, Karen Foley <kfoley@mccnvlaw.com>, Joe Coppedge <jcoppedge@mccnvlaw.com>, ascott-johnson@lipsonneilson.com, cordt@clarkcountycourts.us

Bcc: [REDACTED]

If, despite the fact this is not ex-parte and it is being sent to all attorneys via this email, the email has to come from the Mushkin law firm, instead of from me, Nona Tobin, individual non-party, Pro Se, then I request that the Mushkin firm put whatever cover memo is required to make the format acceptable to the Court. Whatever - just so **the judge sees it before she issues the June 5 trial order.**

This message is being sent to the Dept. 31 JEA Tracy Cordoba-Wheeler, and attorneys Akerman LLP (AkermanLAS@akerman.com) (elizabeth.streible@akerman.com) Donna Wittig (donna.wittig@akerman.com) Melanie Morgan (melanie.morgan@akerman.com) (kfoley@mccnvlaw.com) L. Joe Coppedge (jcoppedge@mccnvlaw.com) "Joseph Y. Hong, Esq." . (yosuphonglaw@gmail.com) Ashley Scott-Johnson . (ascott-johnson@lipsonneilson.com) David Ochoa . (dochoa@lipsonneilson.com)

Collusion has prevented a fair adjudication of my claims

Prior to the June 5 trial and prior the claims of Nona Tobin the individual being adjudicated at all, Hong and Nationstar's attorneys and perhaps others involved in this case, colluded to ensure that the claims of Nona Tobin, the individual, were not fairly adjudicated.

Here's how they abused this civil action by procedural tricks to steal this house from me.

How is it possible to fairly adjudicate the claims of Nona Tobin, the individual, when all of this procedural jujitsu was either unknown by the judge or tolerated by her?

Jimijack traded five years of rents to help Nationstar's fraudulent \$389,000 claim get blessed by the court
On 5/31/19 NEO 5/30 4:16 PM received, filed 5/31/19 4:50 PM really NESO for SAO entering stipulation and order for NSM dismiss claims against JJ with prejudice.

DECL A 076

Ex-parte deal made between Jimijack and NSM before my claims are heard

This is making the side deal between JJ-NSM look like the judge ordered it rather than a stipulated deal between the two of them that excluded me as the trustee before the June 5 trial and excluded me as an individual as my claims have never been adjudicated.

Trading between themselves what I say belongs to me

Note that it is more wrong with this than the timing of this side deal and the misuse of court codes to make a side deal look like a court order with authority to end the case. JJ and NSM are trading things that don't belong to them.

My claims have never been heard on their merits

I've been making the claim for three years that JJ has the house that should never have been sold by SCA's

Jimijack had possession and had collected rents without paying a mortgage for five years. For the last three years, I've been trying to get the title back by getting the sale voided because Red Rock sold it without any notice to me after NSM refused to close escrow on a www.auction.com sale (\$367.5K on 5/8/14) because Red Rock refused NSM's super-priority tender without telling me or the Board (and then lying about it in the SCA MSJ). Red Rock sold it when I had a \$358,800 new offer pending NSM getting the beneficiary's approval and right after I threatened to pull it off the market and rent it myself if NSM didn't identify the beneficiary that had screwed up four legitimate FMV sales.

Jimijack's deal with NSM is trading smoke and mirrors

Jimijack didn't have legitimate deed, but got away with the court not ruling on it by making sure that my claim that my [3/28/17 deed](#) was superior was never adjudicated by a trial.

1. [Jimijack's only recorded on 6/9/15 deed](#) was inadmissible per NRS 111.345 as fraudulently executed and notarized
2. Jimijack transferred all its interests to Joel Stokes as an individual in a [deed recorded on 5/1/19](#) before my claims were adjudicated and before making a deal with NSM

Nationstar (NSM) does not own the beneficial interest of the disputed loan.

NSM using this process and Jimijack to fraudulently claim that a \$389,000 debt is owed to it on a loan that actually was securitized out of existence.

1. [NSM does not hold the original note](#) and so has no legitimate claim that a debt is owed to it.
2. [on 3/8/19 NSM rescinded its only recorded claim \(12/1/14\)](#) to own the beneficial interest of the DOT

NSM blocked the sale being voided and title returned to me

1. NSM, if it were the legitimate noteholder would have taken default against jimijack before I ever got into the case.
2. If NSM were the legitimate noteholder, it would make no difference to NSM whether it foreclosed on Jimijack or on me.'
3. If NSM were the legitimate noteholder. it would have welcomed me voiding the sale because then it could have foreclosed on me because the property would have still been the security for the loan.
4. **The only reason NSM worked so hard to get rid of me was because Jimijack would make a deal and NSM knew there is no evidence in the record or in the world that gives NSM standing to foreclose.**

Here's what the judge can do to fix this NOW.

Take judicial notice that the [June 5 minutes incorrectly report](#) that **none** of the parties timely submitted the Proposed Findings of Fact and Conclusions of Law (PFFCL) that were due on June 3.

The [PFFCL for the Gordon B. Hansen Trust](#) was timely submitted as can be seen by the court's e-service stamp. (A version of the GBH Trust PFFCL in MS Word format is attached for the convenience of the Court.)

The [untimely \(June 5\) Jimijack/Lee PFFCL](#) was not submitted two days before the trial as required by Dept. XXXI Bench Trial Handout/Procedure for Counsel. The court's stamp shows 3:20 PM,, with service at 3:23 PM more than three hours **after** the first day of trial ended.

Also, please note that Gordon B. Hansen Trust was the only party that complied with requirement of a Pre-trial memo, and it was served on all parties the day of the calendar call.

[June 3 Court minutes](#) for the calendar call identified violations of EDCR 2.67, 2.68, 2.69 by the attorneys for all parties for which NRCP 11 sanction (no exhibits admitted to trial) for the GBH Trust and Jimijack/Lee attorneys not having the EDCR 2.67 pre-trial meeting to exchange exhibits, for no joint pre-trial memo, not making pre-trial disclosures and not having trial exhibits.

AA 002426

DECL A 077

In fact, counsel for the Gordon B. Hansen Trust had properly indexed binders of exhibits with him at the Calendar Call as required by Dept. XXXI Bench Trial rules and compliant with EDCR 2.69. Further, the GBH Trust had many pre-trial disclosures during discovery and Jimijack/Lee had none.

The fact that Gordon B. Hanse Trust did comply with these requirements while Jimijack and Lee did not, is not accurately reflected in the minutes.

Nor is there any reference in the minutes to a fact, important to my motion to intervene as an individual, that the Court refused to grant me requested leave to address the Court pursuant to EDCR 7.40(a) "The court in its discretion may hear a party in open court although the party is represented by counsel" or that the Court refused to accept the EDCR 2.67 individual Pre-trial memo supplement I had prepared because Jimijack's/Lee's attorney Hong had refused to meet to prepare a joint pre-trial memo.

This is a [link to a 5/16/19 email to the Jimijack/Lee attorney Hong to schedule](#) it. The email in the link is one of three failed attempts I can personally testify to, that received no response..

In four years of litigation, Jimijack/Lee have **never entered any evidence** into the court record to support their claims. The minutes of both the Calendar Call and the Pre-Trial Conference that Jimijack/Lee had no exhibits planned for trial and that their entire case relied on the April 18, 2019 order that granted the Sun City Anthem Motion for summary judgment and the Nationstar Joinder thereto .

Jimijack/Lee benefitted from Hong's evasion of the EDCR 2.67 pre-trial meeting to exchange exhibits.. The minutes do not reflect the fact that the NRCP 11 sanctions for the errors and omissions of the attorneys for all parties in fact only sanctioned party Nona Tobin, as Trustee of the Gordon B. Hansen Trust, and non-party Nona Tobin, an individual.

It is my hope that these errors can be corrected prior to the issuance of the June 5 trial order, anticipated today, and ideally render moot my recent Pro Se motion to intervene as an individual moot and to avoid the necessity of expensive appeals and further investigation by Federal and State authorities.

Procedural history of manipulation and deceit

Here's the long and winding road of the procedural history of this case that shows how NSM and Jimijack, with the witting or unwitting assistance of the Court and SCA, pulled this off.

1. 6/15/16 Jimijack's original suit was against BANA when BANA was **not** the lender with the recorded interest - NSM's 12/1/14 recorded meant JJ should have sued NSM, not BANA.
2. 10/16/15 BANA defaulted and order entered against BANA **and its assignees, but was reopened to let NSM make a claim it didn't make in a-16-730078-C**
3. 1/11/16 NSM sued Opportunity Homes, the alleged purchaser at the HOA sale, but did not sue Jimijack or F. Bondurant that both had recorded deeds 6/9/15 recorded deed
4. JJ never filed any claims against NSM.
5. NSM never filed any claims against me or against SCA
6. SCA never filed any claims against me as an individual or as a trustee
7. On 2/5/19 SCA entered a motion for summary judgment against NT, as trustee, not against NT, the individual
8. **SCA's MSJ was filed for an improper purpose** and I am giving notice that I am going to move the court for Rule 11 b sanctions for this as it was full of false statements, known to be false, based solely on the Red Rock file, and not on SCA's official records, and the only purpose of this motion was to get rid of me. There is nothing good accomplished by that motion It creates more bad case law. It **covers up the known facts** that SCA's debt collectors are not distributing the proceeds from the foreclosures as required by law, they are forcing SCA homeowners to pay the litigation costs to defend against Red Rock's wrongdoing. SCA attorneys (who do not report to the SCA Board, only to the insurance company, if anyone) are helping them do it by concealing the 4/26/12 Red Rock contract that requires Red Rock to indemnify SCA. The attorney arguments were accepted as fact, and the official records of the SCA and NRED were concealed or misrepresented.
9. on 2/12/19 NSM joinder to SCA's MSJ against NT, as trustee, of the GBH Trust - NSM joinder had no relevant sworn affidavits, and was **filed for an improper purpose** of creating ownership for itself that did not exist
10. SCA and NSM should be neutral in a quiet title dispute between two individual parties, but were not. Everything SCA and NSM have done helped Jimijack, and they manipulated the Court to help them.
11. SCA should be neutral because it does not have any financial interest in the title. It is not in the best interests of the association for SCA to make a homeowner lose so the attorneys can protect the debt collectors and cover up their wrongdoing.
12. [4/23/19](#) the court excluded all my Pro Se filings and silenced me at an ex-parte hearing that both Joe Coppedge and I were notified was continued to May 7 by [4/15/19 SAO](#) and [4/22/19 NTSO](#)
13. JJ never answered NSM's 6/2/16 AACC and so NSM could have filed a TDN and taken default against JJ at any time after July, 2016, but did not. Why?
14. On 3/21/19 NSM dismissed its claims for unjust enrichment in an MSJ against JJ which would not have been necessary if title had been quieted to me, as JJ could have been made to give NSM part of five years of rent to

AA 002427
DECL A 078

6/21/2019

Gmail - Jimijack-Nationstar collusion should not be tolerated by this court

compensate NSM, the servicing bank, for paying the taxes these five years since the sale.
15.

On 5/31/19 PLDG (Unknown code) filed SAO 5/31/19 4:19 PM

Nona Tobin
(702) 465-2199

Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead

AA 002428

DECL A 079

EXHIBIT 14

EXHIBIT 14

AA 002429

DECL A 080



Nona Tobin <nonatobin@gmail.com>

RE: Jimijack-Nationstar collusion should not be tolerated by this court

1 message

Cordoba-Wheeler, Tracy <cordt@clarkcountycourts.us>
To: Nona Tobin <nonatobin@gmail.com>

Fri, Jun 21, 2019 at 10:53 AM

Ms. Tobin,

In order to avoid the appearance of any ex parte communication by any party, please be sure to copy all parties on any and all correspondence to the Court. Please fax (702-366-1412), not to exceed 15 pages, mail, or hand-deliver (to the department inbox) any correspondence to the Court ensuring all parties are copied on said correspondence. Additionally, please also ensure that you comply with the EDCR including, but not limited to, EDCR 2.22, 7.25, 7.26, and 7.74 as emailed communications are not responded to unless otherwise ordered by the Court and unless copied to all parties.

Please be advised that we are unable to provide any legal advice.

TRACY L. CORDOBA-WHEELER*Judicial Executive Assistant to****JUDGE JOANNA S. KISHNER******DISTRICT COURT – DEPT. 31******CHAMBERS: 702-671-3634******FAX: 702-366-1412*****From:** Nona Tobin [mailto:nonatobin@gmail.com]**Sent:** Friday, June 21, 2019 9:38 AM**To:** Joe Coppedge; Karen Foley; David Ochoa; elizabeth.streible@akerman.com; donna.wittig@akerman.com; melanie.morgan@akerman.com; Karen Foley; Joe Coppedge; ascott-johnson@lipsonneilson.com; Cordoba-Wheeler, Tracy**Subject:** Jimijack-Nationstar collusion should not be tolerated by this court

If, despite the fact this is not ex-parte and it is being sent to all attorneys via this email, the email has to come from the Mushkin law firm, instead of from me, Nona Tobin, individual non-party, Pro Se, then I request that the Mushkin firm put whatever cover memo is required to make the format acceptable to the Court. Whatever - just so **the judge sees it before she issues the June 5 trial order**.

This message is being sent to the Dept. 31 JEA Tracy Cordoba-Wheeler, and attorneys

Akerman LLP (AkermanLAS@akerman.com) (elizabeth.streible@akerman.com)Donna Wittig (donna.wittig@akerman.com)Melanie Morgan (melanie.morgan@akerman.com)(kfoley@mccnvlaw.com)L. Joe Coppedge (jcoppedge@mccnvlaw.com)**AA 002430****DECL A 081**

"Joseph Y. Hong, Esq." . (yosuphonglaw@gmail.com)
 Ashley Scott-Johnson . (ascott-johnson@lipsonneilson.com)
 David Ochoa . (dochoa@lipsonneilson.com)

Collusion has prevented a fair adjudication of my claims

Prior to the June 5 trial and prior the claims of Nona Tobin the individual being adjudicated at all, Hong and Nationstar's attorneys and perhaps others involved in this case, colluded to ensure that the claims of Nona Tobin, the individual, were not fairly adjudicated.

Here's how they abused this civil action by procedural tricks to steal this house from me.

How is it possible to fairly adjudicate the claims of Nona Tobin, the individual, when all of this procedural jujitsu was either unknown by the judge or tolerated by her?

Jimijack traded five years of rents to help Nationstar's fraudulent \$389,000 claim get blessed by the court

On [5/31/19 NEO 5/30 4:16 PM](#) received, filed [5/31/19 4:50 PM](#) really NESO for SAO entering stipulation and order for NSM dismiss claims against JJ with prejudice.

Ex-parte deal made between Jimijack and NSM before my claims are heard

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AA 002431

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DECL A 082

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AA 002432

DECL A 083

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- 15.

AA 002433

On [5/31/19 PLDG \(Unknown code\)](#) filed [SAO 5/31/19 4:19 PM](#)

DECL A 084

Nona Tobin

(702) 465-2199

Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead

AA 002434

DECL A 085

EXHIBIT 15

EXHIBIT 15

AA 002435

DECL A 086

A-15-720032-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

June 21, 2019

A-15-720032-C Joel Stokes, Plaintiff(s)
vs.
Bank of America NA, Defendant(s)

June 21, 2019

3:00 AM

Decision

HEARD BY: Kishner, Joanna S.

COURTROOM: Chambers

COURT CLERK: Michaela Tapia

JOURNAL ENTRIES

- Decision made - Order filed separately.

CLERK'S NOTE: This Minute Order was electronically served to all registered parties for Odyssey File & Serve. /mt

PRINT DATE: 06/21/2019

Page 1 of 1

Minutes Date: June 21, 2019

AA 002436

DECL A 087

ATTACHMENT B
NONA TOBIN DECLARATION
MADE JUNE 20, 2019
UNDER PENALTY OF PERJURY

TO PROVIDE THE COURT
WITH INFORMATION NEEDED
PRIOR TO ISSUING THE JUNE 5 TRIAL ORDER

ATTACHMENT B

1
2 **DECLARATION OF NONA TOBIN**

3
4 Nona Tobin, under penalty of perjury, states as follows:

5 I have personal knowledge of the facts stated herein, except for those facts stated to be
6 based upon information and belief. If called to do so, I would truthfully and competently testify
7 to the facts stated herein, except those facts stated to be based upon information and relief.

8 This declaration is made to ensure that the Court is fully informed prior to rendering a
9 decision and issuing the final order from the June 5 trial adjudicating **solely** the claims of:

10 *Nona Tobin, as trustee of the Gordon B. Hansen Trust, dated 8/22/08 vs. Joel and Sandra*
11 *Stokes, as trustees of the Jimijack Irrevocable Trust and Yuen K. Lee, an Individual,*
12 *and F. Bondurant, LLC*

13 **Purpose of this Declaration prior to the issuance of the June 5 trial order**

14 1. False statements by attorneys and unwarranted, improper pleadings have misinformed
15 the Court to such an extent that even-handed, evidence-based adjudication of the quiet title
16 dispute between me and Hong's clients has been rendered nearly impossible.

17 2. If the errors identified herein can be noted and incorporated into an equitable trial order,
18 anticipated on June 21, my recent Pro Se motion to intervene as an individual could be rendered
19 moot as this Court's involvement in this case would be over.

20 3. I believe the best opportunity for finalizing my title dispute against Hong's clients' case
21 is **now**, instead of through a lengthy, expensive appeal process, is for the Court to consider the
22 following facts prior to issuing the June 5 trial order:

23 **April 23 Rulings against me were Ex-Parte due to Hong's serving notice of continuance**

24
25
26 1. The Court erroneously made rulings to declare all my Pro Se filings "rogue" and stricken
27 from the record **Ex-Parte** on April 23, 2019. See Exhibit 5

1 2. Neither counsel of record (Coppedge) nor I had any notice that the Court would convene
2 the April 23 hearing on the NSM MSJ vs. Jimijack and my Pro Se Opposition to NSM's MSJ
3 vs. Jimijack and my countermotion for summary judgment against Jimijack despite the Court
4 having ordered the April 23 hearing continued to May 7 2019.

5
6 3. Attorney Hong's sent out two notices that the April 23 hearing had been continued to
7 May 7. See 4/15/19 SAO and 4/22/19 NTSO. (MINV0051- MINV0052 and MINV046-
8 MINV0047). (The MINV numbers are from the exhibits to the June 17 2019 motion to intervene
9 that are just sequentially BATES numbered from 1 to 400 or so.)

10
11 **June 5 Trial minutes contain significant errors that negatively impact me**

12 4. The June 5 minutes (Exhibit 1) incorrectly report that **none** of the parties timely
13 submitted the Proposed Findings of Fact and Conclusions of Law (PFFCL) that were due on
14 June 3.

15 5. The PFFCL for the Gordon B. Hansen Trust was timely submitted as can be seen by the
16 court's e-service stamp. See Exhibit 2. (Note: A MS Word version of the GBH Trust PFFCL has
17 been submitted via email to JEA Cordoba for the convenience of the Court.)

18
19 6. See Exhibit 3 shows how untimely Jimijack/Lee PFFCL was. Without getting leave from
20 the Court, Hong missed the deadline, defined in *Dept. 31 Bench Trial Handout/Procedure for*
21 *Counsel*, that required the PFFCL must be submitted two days before the trial. The court's stamp
22 shows June 5 3:20 PM, with service at 3:23 PM, more than three hours **after** the first day of trial
23 ended. So, only one party timely submitted the PFFCL, but this is not reflected in the minutes.

24
25 7. Also, please note that Gordon B. Hansen Trust was the only party that complied with
26 requirement of an individual Pre-trial memo, necessary because of Hong's unwillingness to meet
27 regarding exhibits, and it was served on all parties June 3, the day of the calendar call.
28

1 8. June 3 Court minutes (Exhibit 4) for the calendar call notes the Court's ruling to exclude
2 Tobin, an individual, as a party:

3
4 Court clarified there is nothing in the record that shows Ms. Tobin as an individual,
5 the Court had asked Mr. Mushkin about this at the last hearing, the intervention
6 motion was granted back in 2016 as Tobin trustee on behalf of the trust, there is
7 nothing in the record that allowed Ms. Tobin to come in as an individual, and a
trustee has to be represented by counsel.

8 9. Minutes from the April 23 ex-parte proceedings show the Court's misunderstanding
9 of the actual Court record was based on false representations made by attorney Hong and
10 not on a review of the Court record. See Exhibit 5

11
12 Mr. Hong stated Mr. Mushkin's office represented Tobin as the trustee for the
13 Hansen Trust, not as an individual. Further, when Ms. Tobin appeared in the case
14 originally, in proper person, the Court advised her she did not have standing
because she was not the trustee.

15 10. The December 20, 2016 and April 27, 2017 minutes show that Hong's recollection
16 misled the Court. See exhibit 6

17 11. NSM attorney and Hong both made false statements at the April 23 ex-parte hearing that
18 resulted in the court's rejecting **unread**, and striking, four significant notices and motions I
19 efiled and served as a Pro Se from Hawaii where I was on vacation from March 27 through
20 April 13.

21 a. April 9 and 12 NOTA Pro Se status,

22 b. April 9 and 12 NOTC of my 2018 completion of mediation, the final four pages of which
23 delineated the **harassment and retaliation** I have been subjected to by SCA attorneys for the
24 two years I've been forced to be a party to this civil action after the attorneys prevented
25 settlement in 2017

26 c. April 12 OPPC opposition to NSM's March 21 MSJ against Jimijack and a
27 counter-motion for summary judgment against Jimijack- with exhibits totaling 245 pages,
28 including March 14 Attorney general complaint against NSM (AG 2-2019)

1 d. April 17 RPLY to OPPC- with authenticated Ombudsman records and SCA official
2 records withheld in discovery – totaling 621 pages

3 12. Without my knowing that the Court had met Ex Parte on April 23 with NSM and
4 Jimijack’s/Lee’s attorneys, on April 24, I filed a motion to vacate the SCA MSJ and NSM
5 Joinder thereto for major evidentiary deficiencies (no supporting affidavits per EDCR 2.21,
6 material facts disputed by authenticated official records, SCA and NSM both concealed official
7 records that refuted their MSJ/joinder claims of undisputed material facts)

8 13. The court did not set a hearing on the motion to vacate nor was a finding or an order ever
9 entered into the record.

10 14. The June 3 Calendar Call minutes (Exhibit 4) cited violations of EDCR 2.67, 2.68, 2.69
11 that existed due to errors by both attorneys: Coppedge (attorney for the GBH Trust) and by
12 Hong, attorneys for Jimijack and Lee) for which the

13 15. NRCP 11 sanction (no exhibits admitted to trial) was imposed for the GBH Trust and
14 Jimijack/Lee attorneys not having the EDCR 2.67 pre-trial meeting to exchange exhibits, for no
15 joint pre-trial memo, not making pre-trial disclosures and not having trial exhibits.

16 16. In fact, counsel for the Gordon B. Hansen Trust had properly indexed binders of exhibits
17 with him at the Calendar Call as required by Dept. 31 Bench Trial rules and was compliant with
18 EDCR 2.69. Further, the GBH Trust had many disclosures during discovery and I personally
19 analyzed the disclosures of all parties in great detail.
20

21 17. Jimijack/Lee has entered nothing into the case record in four years.

22 18. The fact that Gordon B. Hansen Trust did comply with these requirements while
23 Jimijack and Lee did not, is not accurately reflected in the minutes, and so it is difficult to
24 discern how extremely disproportionate the sanction was given the offense was precipitated by
25 Jimijack’s attorney Hong.
26
27
28

1 19. Nor is there any reference in the minutes to a fact, important to my motion to intervene as
2 an individual, that the Court refused to grant me requested leave to address the Court pursuant to
3 EDCR 7.40(a)

4 "The court in its discretion may hear a party in open court although the party
5 is represented by counsel" .

6 20. The minutes can't reflect, but the Court should be aware, that I had prepared the EDCR
7 2.67 individual Pre-trial memo supplement to remedy the problem created by Hong's refusing to
8 meet to prepare a joint pre-trial memo prior to Coppedge's scheduled pre-trial vacation that
9 caused him to arrive at 2 AM on the morning of the calendar call.

10 21. The Court's refusal to accept it or to hear how the EDCR 2.67 problem was created and
11 so Hong's lack of cooperation could result in his client Jimijack being rewarded by my being
12 sanctioned for Jimijack's attorney's unfair tactic.

13 22. Exhibit 7 is a May 16 2019 email to the Jimijack/Lee attorney (Hong) to schedule the
14 ECCR 2.67 meeting that was ignored. The email is one of three failed attempts to arrange the
15 meeting that I can personally testify to, that received no response from Hong.

16 23. In four years of litigation, Jimijack/Lee have **never entered any evidence** into the court
17 record to support any of their claims despite the fact that a great many documents have been
18 disclosed into the case by all the parties that refute Jimijack's title claims completely.

19 24. The minutes of both the Calendar Call and the Pre-Trial Conference show that
20 Jimijack/Lee had no exhibits planned for trial and that **their entire case** relied on the April 18,
21 2019 order that granted the Sun City Anthem Motion for summary judgment and the Nationstar
22 Joinder thereto.

23 25. This extraordinary advantage was compounded by my April 24 Pro Se motion to vacate
24 the April 18 order granting SCA's unwarranted MSJ and NSM's joinder thereto.
25
26
27
28

1 26. My motion to vacate (MINV0079-MINV0095) was rejected, sight unseen, due to the
2 success of Hong and NSM's misrepresentations at the April 23 ex-parte Court session at which
3 the Court was convinced to impose yet another Rule 11 sanction on me because my attorney did
4 not file a withdrawal as I demanded in writing on April 16 and we did not appear due to Hong's
5 misdirection that the hearing was continued to May 7.

7 27. Jimijack/Lee benefitted exponentially from a) Hong's evasion of the EDCR 2.67 pre-trial
8 meeting to exchange exhibits and from b) successfully convincing the Court at the April 23 ex-
9 parte "hearing" that all my Pro Se motions should be automatically excluded from the Court's
10 consideration without allowing me to speak to defend myself.

12 28. The minutes do not reflect the fact that the NRCP 11 sanctions for the errors and
13 omissions of the attorneys for all parties ultimately only sanctioned ONE PARTY: Nona Tobin,
14 as Trustee of the Gordon B. Hansen Trust, and ONE NON-PARTY: Nona Tobin, an individual.

15 29. The sanctions did not penalize any attorney and any other party or non-party. A

16 30. All attorney errors and omissions benefitted Jimijack/Lee, and therefore NSM, because
17 they are able to win without ever the Court ever requiring any proof of the validity of their
18 ownership claims.

20 **The Court needs to be aware that excluding all evidence was the only way NSM and Jimijack**
21 **could escape the Court's finding out that neither has any admissible proof of ownership**

22 31. Neither SCA nor Hong nor the NSM attorneys acknowledge that NSM did not have
23 any recorded claim to hold the beneficial interest of the DOT until December 1, 2014,
24 almost four months after the disputed HOA sale, when NSM claimed BANA's interest.

26 32. The Court could not know that NSM rescinded its only recorded claim three days
27 before the close of discovery after I published a problem NSM had not noticed for over
28 four years: BANA didn't have any recorded interest to assign after September 9, 2014.

AA 002443

1 33. See Exhibit 11 for 12/1/14 NSM first recorded a claim to own the beneficial interest
2 December 1, 2014, four months after the sale.

3 34. Exhibit 12 shows that NSM's 12/1/14 claim that it had BANA's power of attorney
4 to assign all of BANA's interest to itself was problematic as BANA had already assigned
5 all of its interest to Wells Fargo three months earlier, and recorded that fact on September
6 9, 2014.

7 35. Exhibit 13 shows NSM waited a week after discovery ended on 2/28/19, and on
8 March 8, 2019, NSM recorded a rescission of its 12/1/14 claim, effective 2/25/19.

9 36. Exhibit 14 shows NSM does not hold the original promissory note (NSM0258-60)
10 and therefore does not have any more of a legitimate claim to be owed a debt backed by
11 the Western thrift DOT than anyone else in the case.

12 37. Exhibit 15 is Jimijack's only recorded proof of ownership, but which is
13 **inadmissible per NRS 111.345** as it is fraught with notary violations

14 38. Exhibit 16 shows Jimijack does not hold any recorded title claim at all now as
15 Jimijack's interest, if any, was transferred to Joel Stokes as an individual on May 1 2019.

16 39. Judicial notice is requested to one of Hong's specious arguments in his 5/24/19
17 opposition to my standing as an individual contains the false claim that the timing of the
18 transfer (March 28 2017) out of the trust into my own name invalidated my claim, and then
19 he does a title transfer a month before the trial.

20 40. Exhibit 17 shows the settlement between Jimijack was bogus as Joel Stokes
21 executed a \$355,000 "agreement" deed of trust with Civil Financial, encumbering the title
22 before my claims had been adjudicated, despite my recorded Lis Pendens, and without
23 clearly informing the Court at the May 21 status check.

1
2
3 **Loss of the right to speak for myself despite Court 4/27/17 DENIAL of SCA motion**

4 **See Exhibit 6**

5 **The requirement for me to be represented as an individual is not based on a court order**
6 **but it has been used as a bludgeon by opposing Counsels to prevent the fair adjudication**
7 **of my claims**

8 The motion to intervene as an individual has been necessitated to correct errors precipitated by
9 by opposing counsels who deceived the Court, acting in bad faith, with the obvious

10 "intention to take advantage of the opposing party, interfere with judicial
11 decision-making, or otherwise manipulate the legal process." *TCI Group*, 244
12 *F.3d at 697*

13 **Coppedge untimely OST Motion to Withdraw obstructs my intention to resolve**
14 **this case without further unnecessary litigation or appeals.**

15 41. Late yesterday, June 19, I returned home from nearly a week in California, to find taped
16 to my front door, the unnecessary motion on an order shortening time (OST) for
17 Mushkin.Coppedge.Cica to withdraw as Counsel for me as an individual.

18 42. On June 12 or 13, I notified counsel of record (Coppedge) of my intention to file a motion
19 to intervene as an individual because by being removed as a party, my individual claims had
20 never been adjudicated and the Court had been misled by opposing Counsel to make ex-parte
21 rulings against me.

22 43. This is the second ill-timed, inappropriate OST motion to withdraw after I gave written
23 instructions to withdraw on April 16. See MINV0048-0050

24 44. I thought we had a clear understanding that the Court June 3 and June 5 orders officially
25 excluded Nona Tobin, an individual, from being a party in the trial, and therefore, I could file
26
27
28

1 to intervene as a Pro Se before the results of the trial were finalized to try to protect my
2 individual title claims, as any other non-party individual could do.

3
4 45. It was my understanding that his long-awaited official notification to the Court that
5 Mushkin Coppedge Cica consented to withdraw was merely a formality that would not delay
6 my Pro Se motion to intervene before the June 21 issuance of the trial order.

7 46. See my April 16 2019 written notification to withdraw (MINV0048-MINV0050)

8 47. I was surprised by his filing an OST motion to withdraw as, once I was removed as a
9 party, rule 7.40 is not applicable to a non-party.

10
11 48. I wish the Court to know that I fired Mushkin.Coppedge.Cica (Coppedge) because
12 Coppedge did not place before the Court the March 26 hearing on SCA MSJ and NSM's joinder
13 the fully-prepared Counter motions and declarations under penalty of perjury that would have
14 shown the Court that there were many disputed material facts supported by admissible evidence
15 that refuted the "undisputed facts" in SCA MSJ and NSM joinder that were supported only by
16 the hearsay, unverified, uncorroborated Red Rock foreclosure file and that were **not supported**
17 **by any EDCR 2.21 compliant affidavits.**

18
19 49. Coppedge failed to file my March 12 counter motion for summary judgment against all
20 parties that focused on a) Jimijack does not have an admissible deed per NRS 111.345, b) SCA
21 concealed SCA's own official records that refuted the unverified Red Rock foreclosure file
22 passed off falsely to the Court as SCA's official record, c) Red Rock foreclosure file concealed,
23 with unwarranted support from the SCA attorney, that Red Rock had rejected, without telling
24 the SCA Board, a third tender of assessments (\$1100 to close the 5/8/14 www.auction.com sale
25 to high bidder MZK for \$350,000 + \$17,500 buyers premium) that would have voided the sale
26
27
28

1 in its entirety, and d) the Ombudsman's official notice of sale compliance records (MINV0027-
2 MINV0041),

3
4 50. Coppedge failed to file the March 20 alternate MSJ that focused on SCA's official
5 records refuting the 2/5/19 SCA MSJ and the Red Rock foreclosure file as there are no SCA
6 minutes of any official Board action to authorize the sale. (MINV 0304-MINV0417)

7
8 51. Coppedge refused to file my 3/22/19 DECL from the 3/14/19 Attorney General
9 Complaint against NSM (2-2019) against Nationstar that focused on how NSM's own
10 disclosures prove NSM does not own any beneficial interest to the Western Thrift DOT and has
11 no standing to be in this case at all resulted in the Court's granting the SCA MSJ and NSM
12 Joinders with the misunderstanding that there were no disputed material facts. (MINV0271-
13 MINV0303)

14
15 52. Coppedge allowed the failure of all parties to cooperate with discovery to go
16 unchallenged despite the fact that what they concealed proved the case against all three of
17 them – NSM, SCA, and Jimijack. See SCA 2/26/19 nonresponsive answers to my ROGs
18 and RFDs..

19
20 **The basis for the Court's ruling that the individual had no standing was based on attorneys**
21 **misleading the Court about the procedural record.**

22
23 53. On February 5 2019 SCA filed a completely unwarranted MSJ that provided less benefit
24 to the association than was included in my March 2017 offer that would have ended this case
25 two years ago. See MINV0005- MINV008 and MINV0159- MINV0160.

26
27 54. Ochoa rejected my offer unilaterally **without telling the SCA Board** or asking for BOD
28 approval as required by SCA CC&Rs and bylaws. Exhibit 8

1 55. Exhibit 9 is the bizarre rationale given for unilaterally rejecting my offer because of NSM
2 who never filed any claims into this civil action against SCA.

3 56. SCA attorneys, employed by the insurance company and not reporting to the SCA Board,
4 have defended Red Rock against the truth coming out to perpetuate this litigation, at great
5 expense to all SCA owners, me in particular, when the offer I made in March 2017 (Exhibit 10)
6 would have better served the interests of justice, the association, and me, a 15-year SCA owner
7 in good standing.
8

9 57. The 2/5/19 MSJ was unwarranted and done for the improper purpose of making
10 knowingly false statements to the Court and obstructing a fair adjudication of my individual
11 claims on their merits.
12

13 58. Nona Tobin, the individual, is using this declaration and this motion to intervene to serve
14 notice of her intent in 21-days to move for Rule 11(b)(1)(3) sanctions against David Ochoa and
15 Lipson Neilson for filing multiple motions for the improper purpose of preventing Tobin's
16 individual claims from being heard in their merits.
17

18 **Argument: Nona Tobin's Individual Claims should be heard on their merits**
19

20 Nevada has long followed the rule that it is better to determine a matter on the
21 merits than to decide a case on a technical error of the opponent. Howe v.
Coldren Nev. 171, 174 (1868). Other Nevada courts have followed this same
22 thinking.

23 In the case of *Hotel Last Frontier v. Frontier Property*, 79 Nev. 150, 380 P.2d 293
(1963), the Nevada Supreme Court said,

24 "Finally, we mention, as a proper guide to the exercise of discretion, the basic
25 underlying policy to have each case decided on its merits. In the normal course
26 of events, justice is best served by such a policy."
27

28 59. David Ochoa filed against the SCA motion for summary judgment against Nona Tobin,
as Trustee, and there was no MSJ was filed against Nona Tobin, as an Individual.

1 60. This places Nona Tobin, an individual in the boxed in position of being severely
2 impacted by an order that she cannot appeal because it is not against her as an individual.

3 61. The same is true of the trial order adjudicating the claims of the GBH Trust and not the
4 individual.

5 62. SCA attorneys misrepresentation of the Court history, notably that the Court DENIED
6 SCA's 3/22/17 motion to dismiss her claims for not having an attorney and there never was a
7 subsequent order by this court to resolve the question of whether the trust required an attorney
8 after it's single asset was removed on March 27, 2017 and it was closed pursuant to NRS
9 163.187.
10

11 63. SCA's consistent, unwarranted motions and oppositions were based on the false premise
12 that justice would be better served if Nona Tobin was prevented from speaking for herself .
13

14 64. As a result, the Court adopted an outrageously false set of "undisputed facts" that
15 practically gifts a win to Jimijack in a quiet title fight between Tobin and Jimijack in which
16 SCA and Tobin were only in because SCA refused to investigate Tobin's January 2017 claims
17 that SCA's negligence was allowing its agents to steal and refused to use ADR to reach a non-
18 litigation equitable result.
19

20 65. Ochoa filed the SCA motion for summary judgment against Nona Tobin, as Trustee, and
21 was no MSJ was filed against Nona Tobin, as an Individual.
22

23 66. Ochoa's motion was filed without incorporating any affidavits or evidence compliant
24 with EDCR 2.21 to support his alleged "facts" "Unwarranted"- Ochoa refused without the BOD
25 considering, my March 2017 settlement offer to void the sale if the facts so warranted, that
26 required only BOD stipulating to certain facts, e.g., that the BOD did not approve its agents'
27 unlawful acts or that no one on the current or any prior BOD took any money.
28

1 67. SCA never investigated and never answered Tobin's claims on their merits. SCA did not
2 challenge the Ombudsman Notice of Sale records for two years and then ambushed me at the
3 March 26 hearing.

4
5 68. Without warning, SCA presented the unverified, uncorroborated Red Rock Foreclosure
6 file to the Court as SCA's official record and, **without any legal authority**, concealed Board
7 agendas, minutes, resident transaction report, SCA compliance enforcement records or any did
8 not answer Tobin's 2/1/17 complaint within 20 days as EDCR requires.

9 69. SCA's 4/20/18 answer was 14 months late, did not refute Tobin's facts substantively.

10 70. CC&Rs XVI required ADR was not provided.

11 71. SCA did not participate in good faith in NRS 38 mediation.

12 72. SCA concealed all requested documents three weeks before the end of discovery when
13 virtually all material facts were known to be in dispute.

14
15 73. SCA files the unwarranted, unnecessary MSJ based on no admissible verified evidence,
16 that, when granted, prevented the court from hearing Tobin's evidence and virtually guarantee
17 she loses the house that he forced her to spend three years and more than \$40,000 to try to get
18 back.
19

20 *I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is*
21 *true and correct*

22
23 *Dated the 20th day of June 2019,*

24
25
26 

27 _____
28 *Nona Tobin*

EXHIBIT 1

EXHIBIT 1

AA 002451

~~DEC 13 2004~~

A-15-720032-C Joel Stokes, Plaintiff(s)
vs.
Bank of America NA, Defendant(s)

June 05, 2019 08:30 AM Bench Trial

HEARD BY: Kishner, Joanna S. COURTROOM: RJC Courtroom 12B

COURT CLERK: Botzenhart, Susan

RECORDER: Harrell, Sandra

REPORTER:

PARTIES PRESENT:

Joseph Y. Hong Attorney for Counter Defendant, Plaintiff,
Trustee

Linvel J Coppedge Attorney for Counter Claimant, Cross
Claimant, Intervenor

JOURNAL ENTRIES

Counter Claimant Nona Tobin, present with Mr. Coppedge, as Trustee of the Gordon B. Hansen Trust Dated 8/22/09. Upon Court's inquiry, Mr. Hong confirmed he represents Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust, Yuen K. Lee, and F. Bondurant, LLC, Counter Defendants.

Parties appeared for the scheduled Bench Trial.

Court addressed the caption issue; and noted there is nothing in the record to support that Ms. Tobin is an individual, as she is named as a trustee; and the caption needs to be corrected.

COURT ORDERED, Caption AMENDED to be read as follows: Nona Tobin, as Trustee of the Gordon B. Hansen Trust, Counter Claimant vs. Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust, Yuen K. Lee, an individual, and F. Bondurant, LLC, Counter Defendants.

Following statements by counsel, Court determined there was non-compliance under NRCP 11, as no proposed findings of facts and conclusions of law were submitted to the Court, prior to this bench trial. COURT ORDERED, the proposed findings of facts and conclusions of law from Counter Defendant, are due by the end of the day today at 5:00 p.m., with courtesy copies provided to the Court, or the Court may strike the Answers filed by Counter Defendant.

Opening statements by counsel.

Court recessed. TRIAL CONTINUES.

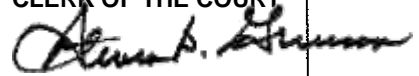
6/06/19 9:45 A.M. BENCH TRIAL

EXHIBIT 2

EXHIBIT 2

AA 002453

~~DEC 13~~ 0006



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8 *Attorneys for Nona Tobin, an individual and*
9 *as Trustee of the Gordon B. Hansen Trust*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12
13 JOEL A. STOKES and SANDRA F.
14 STOKES, as trustee of the JIMIACK
IRREVOCABLE TRUST,

15 Plaintiffs,
16 vs.

17 BANK OF AMERICA, N.A.;

18 Defendant.

19 NATIONSTAR MORTGAGE, LLC,

20 Counter-Claimant,
21 vs.

22 JIMIACK IRREVOCABLE TRUST,

23 Counter-Defendant.
24

25 CAPTION CONTINUES BELOW
26
27
28

Case No.: A-15-720032-C
Consolidated with: A-16-730078-C

Department: XXXI

Date of Calendar Call: June 3, 2019
Time of Calendar Call: 8:45 am

**COUNTERCLAIMANT, NONA
TOBIN'S, [PROPOSED] FINDINGS OF
FACT AND CONCLUSIONS OF LAW**

AA 002454

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

3 Counter-Claimant,

4 vs.

5
6 JOEL A. STOKES and SANDRA F.
7 STOKES, as trustees of the JIMJACK
8 IRREVOCABLE TRUST, SUN CITY
9 ANTHEM COMMUNITY ASSOCIATION,
10 INC., YUEN K. LEE, an Individual, d/b/a
11 Manager, F. BONDURANT, LLC, DOES 1-
12 10, AND ROE CORPORATIONS 1-10;
13 inclusive,

14 Counter-Defendants.

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**COUNTERCLAIMANT, NONA TOBIN'S, [PROPOSED] FINDINGS OF FACT
AND CONCLUSIONS OF LAW**

This matter came on for trial in the above stated commencing June 5, 2019. Present on behalf of Counterclaimant, Nona Tobin, Trustee of the Gordon B. Hansen Trust Dated 8/22/08 was L. Joe Coppedge, of the law firm of Mushkin Cica Coppedge and present on behalf of Counterdefendants Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust, was Joseph Y. Hong, of Hong & Hong Law Office. Based upon the pleadings filed in this case and evidence presented, the Court makes the following Findings of Fact and Conclusions of Law and enters Judgment, as follows:

I. Findings of Fact:

1. Tobin has lived in Sun City Anthem at 2664 Olivia Heights Avenue since February 20, 2004 and has been an owner in good standing the entire time.

2. On or about July 31, 2003, Gordon B. Hansen, together with his then wife Marilyn, purchased the property located at 2763 White Sage Drive, Henderson, Nevada 89052, APN 191-13-811-052 (the "Property").

3. Gordon and Marilyn divorced, and on or about June 10, 2004, Marilyn Hansen quit claimed the Property to Gordon Hansen as a part of the divorce settlement.

AA 002455

1 4. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed
2 pursuant to NRS chapter 163, and Nona Tobin was identified to become the successor trustee
3 in the event of Gordon Hansen's death.

4 5. On August 27, 2008, title to the property was transferred to the Gordon B.
5 Hansen Trust. Gordon B. Hansen died on January 14, 2012, and Tobin became a trustee of the
6 Trust. Pursuant to the amendment to the Trust dated August 10, 2011, there were two equal co-
7 beneficiaries of the Trust's assets, Tobin, the deceased's fiancé, and his son, Steve Hansen.

8 6. In July 2016, on behalf of the beneficiaries of the Trust, Tobin attempted to
9 intervene into Nationstar Mortgage vs. Opportunity Homes, LLC, A-16-730078 which was
10 consolidated into A-15-720032-C in mid-August, 2016 but was denied for procedural defects.

11 7. On March 27, 2017, Steve Hansen executed a declaration made under penalty of
12 perjury, that he disclaimed all interest in the property and the Gordon B. Hansen Trust, leaving
13 Tobin as the sole beneficiary of the Trust.

14 8. On March 28, 2017, Tobin, acting in her capacity as sole Trustee, recorded a
15 new deed transferring all the Gordon B. Hansen Trust's interest in the Property to Tobin.

16 9. Tobin paid the HOA dues and late fees for three quarters after Gordon Hansen's
17 death that covered the period from January 1, 2012 through September 30, 2012.

18 10. Tobin accepted a purchase offer on the Property on August 8, 2012 from the
19 Sparkmans and authorized them to move into the Property, pending the close of escrow.

20 11. Tobin did not accurately recall the timing and method of submitting the last
21 payment (check 143, dated August 17, 2012, of \$275 assessments for the quarter ending
22 September 30, 2012 plus \$25 installment late fee).

23 12. Both checks 142 and 143 were for \$300 for HOA dues, and both were dated
24 August 17, 2012, but only check 142 had a date received stamped on the check.

25 13. Check 142 paid the assessments for Tobin's own house on August 17, 2012.

26 14. It was not until December 26, 2018, when attorney L. Joe Coppedge emailed
27 copies of SCA0001-SCA000643 that Tobin discovered that SCA000631 was a letter signed by
28 Tobin to SCA HOA dated October 3, 2012.

AA 002456

1 15. Tobin did not initially see SCA000001-SCA000643 because they were not
2 served as documents though the Court's e-filing system but were only alluded to as a picture of
3 a CD that was meaningless to Tobin.

4 16. After seeing SCA000631, Tobin's memory was refreshed that check 143 was
5 sent to the HOA with other specific notices and instructions.

6 17. The Death Certificate was enclosed, providing notice that the homeowner had
7 died.

8 18. Notice was provided that Tobin had accepted an offer for a short sale on the
9 Property and that the new owners were expected to move in within the month.

10 19. Tobin requested that the HOA collect future assessments out of escrow and to
11 direct questions to Real Estate Broker Doug Proudfit, (who is a well-known, long-time SCA
12 owner in good standing), or from the new owners, or by whatever normal procedures the HOA
13 used when the owner died.

14 20. The subject of the October 3, 2012 letter was "Delinquent HOA dues for 2763
15 White Sage" and the enclosed check was identified as "Check for \$300 HOA dues" which
16 covered the \$275 assessments that were late for the quarter ending September 30, 2012 and the
17 \$25 late fee which was authorized for the installment being sent after July 30, 2012.

18 21. Nothing in this letter indicates in any way that Tobin refused to pay assessments
19 as alleged by SCA.

20 22. Given the property was in escrow as of August 8, 2012, Tobin reasonably
21 expected that the assessments due on October 1, 2012 would be paid out of escrow in the same
22 way a pending tax payment is paid out of escrow according to the terms of the escrow
23 instructions.

24 23. SCA agents, RMI community manager, and its affiliate, Red Rock Financial
25 Services ("RRFS") ignored the October 3, 2012 notice that the property had been sold and did
26 not follow, or even acknowledge, the explicit instructions, that the \$300 check was for "HOA
27 dues".

28 24. SCA's official record, shows the following entries which conflict with

AA 002457

1 SCA000176-SCA000643, Red Rock Foreclosure file, that was SCA's sole source of alleged
2 facts.

3 25. There is no entry in the Resident Transaction Report that the house was sold or
4 that RRFS, as SCA's agent, collected \$63,100. (disputes fact #31, page 5, line 12).

5 26. The only entry in the Resident Transaction Report (Page 1336) is the August 27,
6 2014 entry that a "Collection Payment PIF \$2,701.04" was payment in full of the Gordon
7 Hansen account.

8 27. The Resident Transaction Report Page 1337 listed the second owner (RESID
9 0480 02) of 2763 White Sage as Jimijack Irrevocable Trust, effective September 25, 2014 with
10 the credit of \$225 "Account Setup Fee Resal(e)".

11 28. There is no SCA record that Thomas Lucas or Opportunity Homes, alleged
12 purchaser at the August 15, 2014 sale, was ever an owner of 2763 White Sage Drive.

13 29. The Resident Transaction report shows that the \$300 Tobin intended to pay the
14 quarter ending September 30, 2012 was credited in the HOA's records on November 9, 2012 as
15 "Collection Payment Part(ial)", and it was not credited properly.

16 30. The payment for "HOA dues" was applied on October 18, 2012 in the RRFS
17 ledger (See SCA000623-625) to unauthorized and unnecessary collection fees despite the NRS
18 116A.640(8) explicit prohibition against "Intentionally apply(ing) a payment of an assessment
19 from a unit's owner towards any fine, fee or other charge that is due."

20 31. Tobin made no attempt to evaluate or reduce the RRFS demands for fees as she
21 had contracted with Proudfit Realty to complete a short sale and expected the bank and the new
22 owner to arrange to pay the HOA the full amount due.

23 32. SCA's claim that Tobin attached to the October 3, 2012 letter a notice of
24 sanction dated September 20, 2012. This statement is false, and Tobin believes is an attempt to
25 unfairly disparage her, rather than a long-standing SCA member in good standing that was
26 trying to sell a house at the bottom of the market on behalf of a deceased homeowner's estate.

27 33. The October 3, 2012 letter plainly states there are two enclosures – check for
28 HOA dues and death certificate.

AA 002458

1 34. There was no third enclosure listed of a September 20, 2012 notice of hearing as
2 falsely claimed by SCA.

3 35. The September 20, 2012 notice of hearing that RRFS claims was enclosed with
4 the October 3, 2012 letter could not have come from Tobin as she would only have had the
5 original.

6 36. SCA proceeded unnecessarily with collections and adding unauthorized fees
7 despite two payoff demands from Ticor Title on or about December 20, 2012 and January 16,
8 2013.

9 37. SCA managing and collection agents ignored the fact that both the real estate
10 agent Doug Proudfit and Tobin, both long-term SCA homeowners in good standing, had no
11 interest in the HOA not receiving all assessments that were due and were working diligently to
12 sell the property after the market had crashed.

13 38. Check no. 143 was payment for the HOA quarterly dues for the Property for the
14 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in
15 the amount of \$25.00. Check no. 143 did not clear the bank until October 23, 2012.

16 39. Check No. 143 in the amount of \$300.00 was incorrectly credited by the HOA's
17 debt collector, Red Rock Financial Services ("RRFS") to the account for the Property on or
18 about October 18, 2012 as shown by the RRFS ledger sent on November 5, 2012 to the
19 Property (but not the owner's address of record).

20 40. The Resident Transaction Report shows that the \$300 from check no. 143 was
21 credited as "Collection Payment Part(ial)" rather than as \$275 plus \$25 late fee for the July
22 2012 quarter, which would have brought the account current with a zero balance instead of the
23 \$495.15 RRFS claimed was still owing in the ledger.

24 41. NRS116A.640(8) prohibits an HOA agent from applying assessment payments
25 to "any fine, fee or other charge that is due".

26 42. The legal framework established by the HOA, as delineated in SCA Board
27 Resolution, dated November 17, 2011 "Establishing The Governing Documents Enforcement
28 Policy and Process" requires that prior to sanctioning an owner for an alleged violation of the

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1 governing documents, such as delinquent assessments, the Board must provide a specific
2 notice of violation, a notice of violation hearing, notice of sanction (hearing determination),
3 notice of appeal, and an appeal determination letter.

4 43. Specifically, the Third Amended and Restated Declaration of Covenants,
5 Conditions and Restrictions for Sun City Anthem expressly provides in part that:

6 7.4 Compliance and Enforcement

7 (a) Every Owner and Occupant of a Lot shall comply with the Governing
8 Documents. The Board may impose sanctions for violation of the Governing
9 Documents after notice and a hearing in accordance with the procedures set forth
10 in the By-Law. The Board shall establish a range of penalties for such violations,
11 with violations of the Declaration, unsafe conduct, harassment, or intentionally
malicious conduct treated more severely than other violations. Such sanctions
may include, without limitation:

12 (i) imposing a graduated range of reasonable monetary fines which shall,
13 pursuant to the Act, constitute a lien upon the violator's lot... The amount of each
14 such fine must be commensurate with the severity of the violation and shall in no
15 event exceed the maximum permitted by the Act. The Rules may be enforced by
16 the assessment of a fine only if: (A) Not less than thirty (30) days before the
17 violation, the person against whom the monetary penalty will be imposed has
18 been provided with written notice of the applicable provisions of the Governing
19 Documents that form the basis of the violation; (B) Within a reasonable time after
20 discovery of the violation, the person against whom the monetary fine will be
21 imposed has been provided with written notice specifying the details of the
22 violation, the amount of the monetary penalty, and the date, time and location for
a hearing on the violation and a reasonable opportunity to contest the violation at
the hearing; (C) The Board must schedule the date, time, and location for the
hearing on the violation so that the person against whom the monetary fine will be
imposed is provided with a reasonable opportunity to prepare for the hearing to be
present at the hearing; and (D) The Board must hold a hearing before it may
impose a monetary fine, ...

23 See Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for
24 Sun City Anthem ("CC&Rs").

25 44. SCA did not provide Tobin any of these notices, nor did it hold a hearing prior
26 to the imposition of fines misnamed as collection costs.

27 45. SCA imposed progressively more serious and disproportionate sanctions for the
28 alleged violation of delinquent assessments, up to and including foreclosure, without providing

1 any meaningful and compliant due process.

2 46. SCA claims to have sent a September 17, 2012 notice of intent to lien, that
3 Tobin does not have any record or recollection of having received and for which there is no
4 proof of service for this notice in the 54 pages of proofs in SCA000176-SCA000643.

5 47. Even if sent, that notice was defective and non-compliant

6 a. There was no preceding notice of violation,

7 b. RRFS's claiming \$617.94 on September 17, 2012 is excessive and
8 unauthorized when \$275 only came due on July 1, 2012.

9 c. Only \$25 late fee was authorized on July 31, 2012 when the payment is
10 30 days late

11 d. \$317.94 claimed by RRFS for collection costs for the next 35 days the
12 payment was late is not authorized

13 e. An excessive, non-negotiable fee, of \$317.94, which SCA collection
14 agent claimed must be disputed within 30 days of a notice that Tobin did not receive, is
15 not a "collection cost", it is a fine and a sanction.

16 48. On or about December 14, 2012, the HOA caused a Notice of Delinquent
17 Assessments (the "Lien") to be recorded against the Property which claimed the amount of
18 \$925.76 was delinquent and owed as of December 5, 2012 when at that time, only \$275.00 was
19 due and owing for the period commencing October 1, 2012. The Lien included erroneous
20 charges, and did not credit assessments paid when the amount was below the minimum past
21 due amount when collection can begin.

22 49. As of December 14, 2012, the maximum amount of the delinquency for the
23 Property's HOA account was \$300.00, consisting of then-current quarterly dues in the amount
24 of \$275.00, together with late fees in the amount of \$25.00.

25 50. On or about April 30, 2013, RRFS responded to a payoff demand from "Miles
26 Bauer", agents for Bank of America ("BANA") and claimed that \$2,876.95 was due and
27 payable as of April 30, 2013.

28 51. On or about May 9, 2013, Miles Bauer tendered \$825 for the nine months of

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1 assessments which were at that point in time delinquent. However, RRFS refused BANA's
2 tender without notifying the SCA Board.

3 52. Tobin never received any notice from RRFS or from SCA that BANA's tender
4 had been rejected.

5 53. Tobin was never given an opportunity to pay the \$75 late fees authorized as of
6 April 30, 2013, so that the delinquency would have been cured in total including all authorized
7 late fees.

8 54. This unjustified refusal of BANA's payment should have stopped all
9 unnecessary collection efforts as all delinquencies on the account had been cured and the
10 account was then current.

11 55. On or about February 12, 2014, a Notice of Foreclosure Sale ("Notice of Sale")
12 was issued and served by RRFS, which claimed \$5,081.45 was due and owing, and scheduled
13 the sale for March 7, 2014.

14 56. On or about February 20, 2014, Tobin signed a new listing agreement with
15 Craig Leidy, also a long time SCA owner in good standing.

16 57. On March 28, 2014, RRFS sent an Accounting ledger to Chicago Title in
17 response to a payoff demand related to a contingent sale to Red Rock Region Investments LLC
18 in which the amount before fees claimed as due and owing on February 11, 2014 was
19 \$4,240.10, and that the amount due on March 28, 2014 was \$4,687.64.

20 58. Tobin gave Leidy verbal authority to handle all notices and contact with the
21 HOA's agents, RRFS, and written authority to arrange a short sale with Nationstar Mortgage,
22 the new loan servicer as of December 1, 2013.

23 59. NRS 116.3116 was violated when RRFS refused two tenders of the super-
24 priority amount, one on May 9, 2013 from BANA, and the second from Nationstar on June 5,
25 2014.

26 60. The Notice of Sale was sent to the Ombudsman on February 13, 2014 as
27 required by NRS 116.311635(2)(b)(3). However, on May 15, 2014, RRFS notified the
28 Ombudsman that the Notice of Sale was cancelled, the Trustee sale was cancelled, and the

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1 Owner was retained..

2 61. The compliance screen is the Ombudsman's contemporaneous log of letters,
3 notices and deed submitted to the State of Nevada Real Estate Division for a HOA foreclosure
4 and provides the only record available to the public documenting the notice of sale process and
5 foreclosure of the Property.

6 62. The compliance screen was obtained pursuant to a public records request and
7 was produced pursuant to NRCF 16. No party has challenged the authenticity of the
8 Compliance Screen.

9 63. The Property was sold on August 15, 2014 although no valid notice of sale was
10 in effect as the Notice of Sale was cancelled on or about May 15, 2014 and not replaced.

11 64. The August 22, 2014 Foreclosure Deed, the recording of which was requested
12 by Opportunity Homes, LLC claims the Property was sold for \$63,100 based upon the First
13 Notice of Default, dated March 12, 2013, which was rescinded on April 3, 2013. See Recorded
14 Rescission of Notice of Default.

15 65. The August 22, 2014 Foreclosure Deed contains the false recitals that 1) default
16 had occurred as described in the rescinded Notice of Default and Election to Sell; 2) there had
17 been no payments made after July 1, 2012; 3) that as of February 11, 2014, \$5,081.45 was due
18 and owing and that 4) RRFS "complied with all the requirements of law".

19 66. SCA did not provide the notices required by NRS 116.31162(4)

20 (a) A schedule of the fees that may be charged if the unit owner fails to pay
21 the past due obligation;

22 (b) A proposed repayment plan; and

23 (c) A notice of the right to contest the past due obligation at a hearing
24 before the executive board and the procedures for requesting such a hearing.

25 67. NRS 116.31164(3)(b) (2013) requires that "the person conducting the
26 sale...deliver a copy of the deed to the Ombudsman within 30 days after the deed is delivered
27 to the purchaser...", but no foreclosure deed has ever been delivered to the Ombudsman.

28 68. NRS 116.31164 (3)(c) 1-5 requires the order in which the proceeds of the sale

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1 are to be paid out. No distribution was made to any claimant out of the reported \$63,100
2 collected for the sale except for the \$2,701.04 that paid the HOA in full.

3 69. Tobin attempted to make a claim for the proceeds in September 2014 but was
4 rebuffed by RRFS, which falsely claimed that the proceeds had been deposited with the court
5 for interpleader.

6 70. SCA agents did not conduct the collection process leading up to the foreclosure
7 in compliance with the legal framework empowering and limiting the SCA Board's authority
8 to sanction or fine an owner for ANY alleged violation of the governing documents.

9 71. On September 16, 2016, SCA refused Tobin's request for SCA records of its
10 compliance actions against the owner of the Property without a court order.

11 72. Tobin signed to approve purchase offers for four sales which did not come out
12 of escrow due to the actions of BANA and Nationstar.

13 73. Initially, Tobin accepted an offer for \$310,000 on or about August 8, 2012, but
14 BANA refused to close, and the prospective buyers who had moved in, on or about October 23,
15 2012 withdrew and moved out in April, 2013.

16 74. A second offer to purchase the Property was made on May 10, 2013 for
17 \$395,000.00.

18 75. Tobin offered to return the property to BANA on a deed in lieu in mid-2013, but
19 BANA rejected it claiming the title wasn't clear.

20 76. The third escrow opened on March 4, 2014 for a \$340,000 cash offer which
21 Nationstar, as the new servicing bank, held in abeyance while Nationstar required that it be
22 placed up for public auction on www.auction.com.

23 77. The [auction.com](http://www.auction.com) sale period was from May 4, 2014 to May 8, 2014 when it was
24 sold to the high bidder for \$367,500, pending approval by the beneficiary.

25 78. Nationstar's negotiator would not accept either the \$340,000 offer held in
26 abeyance nor would it accept the \$367,000 from the [auction.com](http://www.auction.com) sale.

27 79. When listing agent Leidy put a notice on the MLS on July 25, 2014 that the
28 property was back on the market, he indicated he had worked out all the other liens and it

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1 should close quickly.

2 80. A buyer who had bid several times on it in March, 2014, re-expressed interest
3 by making a new offer on July 26, 2014.

4 81. Tobin signed a counteroffer on August 1, 2014 for \$375,000.

5 82. At the same time, Nationstar required that the asking price on the listing be
6 raised to \$390,000.

7 83. The buyer countered on August 4, 2014 with an offer of \$358,800 which was on
8 the table when the HOA foreclosed without notice to Tobin, the listing agent, the servicing
9 bank, or any of these bona fide purchasers who were interested in purchasing the property in
10 arms-length transactions.

11 84. The Nevada Statement of Value recorded on August 22, 2014 for the purpose of
12 establishing the Real Property Transfer Tax (RPTT) stated the RPPT market value was
13 \$353,529 and the February 23, 2015 request for an RPTT refund shows that Thomas Lucas did
14 not have "Proof of notification for HOA foreclosure" on August 22, 2014 when he recorded the
15 foreclosure deed.

16 85. At the time of the foreclosure sale, based upon the various offers to purchase the
17 Property, Tobin formed the opinion that the value of the Property was not less than
18 \$358,800.00.

19 86. RRFS disclosures claim that Thomas Lucas purchased the property for \$63,100
20 and took title in the name of Opportunity Homes LLC.

21 87. SCA official ownership records, however, do not have any entry that shows
22 SCA foreclosed on this property nor that either Thomas Lucas nor Opportunity Homes LLC
23 ever owned the property.

24 **II. Conclusions of Law**

25 The Court concludes the following:

26 1. The HOA failed to conduct a valid foreclosure sale in compliance with all
27 applicable statutes, By-Laws and CC&Rs.

28 2. The HOA violated Counterclaimant's due process rights in conducting the

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1 foreclosure sale.

2 3. Counterdefendants were unjustly enriched.

3 4. Counterdefendants acted in concert with the HOA and its agent, Red Rock
4 Financial Services to deprive Counterclaimant of her due process rights.

5 5. Counterdefendants failed to pay fair value for the Property.

6 6. Under NRS 116.31162(4), a homeowners' association must provide owner
7 schedule of fees, a proposed repayment plan and right to hearing.

8 7. Under NRS 116.311635, a homeowners' association must provide the Notice of
9 Sale Requirements to the Ombudsman prior notice of sale date.

10 8. Under NRS 116.31164(7), the homeowners' association must distribute the
11 proceeds of a foreclosure sale in a certain manner.

12 9. Under NRS 116.3102(4), the enforcement of NRS 116.3102(3) must be prudent
13 not arbitrary and capricious.

14 10. Under NRS 116.3103, the officers and members of the executive board are
15 fiduciaries of the homeowners' association.

16 11. Under NRS 116.31031, §7.4 of SCA's CC&Rs, and § 3.26 of SCA's Bylaws
17 the executive board is limited in its power to impose sanctions.

18 12. Under NRS 116.3106(d), the Bylaws of a homeowners' association must specify
19 the powers the executive board may delegate.

20 13. Under §C of the Bylaws of SCA governs the Powers and Duties and §3.17
21 indicate that the Board may do or shall cause to be done... §3.18 Duties (a)budget (b) levying
22 or collecting assessments (e) deposit in approved institutions for HOA's benefit, (g) opening
23 bank accounts/ controlling signatories, (i) enforcing governing documents.

24 14. Under NRS 116.31085(4) the Board of Directors shall meet in executive session
25 to hold a hearing on an alleged violation ... unless an open hearing is requested in writing.

26 15. Under NRS 116.31085(4)(a), an owner who is being sanctioned for an alleged
27 violation is entitled to attend all portions of the Board hearing, including the presentation of
28 evidence and the testimony of witnesses.

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1 16. Under NRS 116.31085(4)(b), an owner is entitled to due process which must
2 include without limitation the right to counsel, the right to present witnesses, and the right to
3 present information relating to any conflict of interest of any member of the hearing panel.

4 17. Under NRS 116.31085(6), the executive board shall maintain minutes of any
5 decision made pursuant to NRS 116.31085(4) concerning an alleged violation and, upon
6 request, provide a copy of the decision to the person who was subject to being sanctioned at the
7 hearing or to the person's designated representative.

8 18. Under NRS 116.31083, the association shall cause notice of a meeting of the
9 executive board to be sent the all unit owners.

10 19. Under §7.4 of SCA's CC&R's, the Board may impose sanctions for violation
11 of the Governing Documents only after notice and a hearing in accordance with the procedures
12 set forth in the By-Laws.

13 20. Under NRS 116.31087, if an executive board receives a written complaint that
14 the board has violated NRS 116 and upon written request, the complaint must be placed on the
15 agenda of the next regularly scheduled executive meeting.

16 21. Under NRS 116 31065, a homeowners' associations rules must not evade an
17 obligation and must be uniformly enforced or the rules cannot be enforced at all; an association
18 may only sanction an owner after complying with NRS 116.31031.

19 22. Under NRS 116.4117, if any person subject to NRS 116 fails to comply with
20 any of its provisions or any provision of the declaration or bylaws, any person suffering actual
21 damages from the failure to comply may bring a civil action for damages or other appropriate
22 relief.

23 23. Under NRS 11631175 and SCA Bylaws §6.4, upon written request the Board
24 of Directors shall make available the books and records of the Association.

25 24. Under NRS 116 31183, retaliatory actions by an executive board are
26 prohibited.

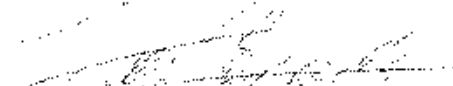
27 25. Under NRS 116.31184, an executive board member of a homeowners'
28 association shall not willfully harass another unit owner.

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Submitted By:

MUSHKIN CICA COPPEDGE


L. JOE COPPEDGE, ESQ.

Nevada Bar No. 4954

MUSHKIN CICA COPPEDGE

4495 South Pecos Road

Las Vegas, Nevada 89121

AA 002469

EXHIBIT 3

EXHIBIT 3

AA 002470

~~DHCle~~ 0020

Notification of Service for Case: A-15-720032-C, Joel Stokes, Plaintiff(s)vs.Bank of America NA, Defendant(s) for filing Findings of Fact, Conclusions of Law and Judgment - FFCL (CIV), Envelope Number: 4401754

1 message

efilingmail@tylerhost.net <efilingmail@tylerhost.net>
To: nonatobin@gmail.com

Wed, Jun 5, 2019 at 3:23 PM

**Notification of Service**Case Number: A-15-720032-C
Case Style: Joel Stokes, Plaintiff(s)vs.Bank of America NA,
Defendant(s)
Envelope Number: 4401754

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Filing Details	
Case Number	A-15-720032-C
Case Style	Joel Stokes, Plaintiff(s)vs.Bank of America NA, Defendant(s)
Date/Time Submitted	6/5/2019 3:20 PM PST
Filing Type	Findings of Fact, Conclusions of Law and Judgment - FFCL (CIV)
Filing Description	Counterdefendants, Joel A. Stokes And Sandra F. Stokes, As Trustees Of The Jimijack Irrevocable Trust And Yuen K. Lee, An Individual, D/B/A Manager, F. Bondurant, LLC.'s Proposed Findings Of Facts, Conclusions Of Law And Judgment
Filed By	Debbie Batesel
Service Contacts	Nationstar Mortgage, LLC: Elizabeth Streible (elizabeth.streible@akerman.com) Akerman LLP (AkermanLAS@akerman.com) Donna Wittig (donna.wittig@akerman.com) Melanie Morgan (melanie.morgan@akerman.com) Nona Tobin: Karen Foley (kfoley@mccnvlaw.com) L. Joe Coppedge (jcoppedge@mccnvlaw.com) Michael Mushkin (michael@mccnvlaw.com) Kimberly Yoder (kyoder@mccnvlaw.com) AA 002471 Other Service Contacts not associated with a party on the case: FFCL 4401754

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EXHIBIT 4

EXHIBIT 4

AA 002473

~~DHC~~ 0026

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Title to Property COURT MINUTES June 03, 2019

A-15-720032-C Joel Stokes, Plaintiff(s)
vs.
Bank of America NA, Defendant(s)

June 03, 2019 8:45 AM Calendar Call

HEARD BY: Kishner, Joanna S. COURTROOM: RJC Courtroom 15D

COURT CLERK: Susan Botzenhart

RECORDER: Sandra Harrell

REPORTER:

PARTIES

PRESENT: Coppedge, Linvel J. Attorney for Intervenor / Counter
Claimant / Cross Claimant
Hong, Joseph Y. Attorney for Plaintiff / Counter
Defendant
Tobin, Nona Intervenor
Counter Claimant
Cross Claimant

JOURNAL ENTRIES

Parties made appearances; and Mr. Coppedge identified Ms. Tobin as an individual. Court clarified there is nothing in the record that shows Ms. Tobin as an individual, the Court had asked Mr. Mushkin about this at the last hearing, the intervention motion was granted back in 2016 as Tobin trustee on behalf of the trust, there is nothing in the record that allowed Ms. Tobin to come in as an individual, and a trustee has to be represented by counsel. Court addressed the caption issue and history of the case, including the ruling made at the prior hearing. Upon Court's inquiry about whether a Rule 2.67 conference was held, Mr. Coppedge stated this occurred two weeks ago, telephonically, and he does not have an exact date. Mr. Hong noted he spoke with opposing counsel telephonically, and will not be providing witnesses or documents. Court noted there was a Joint Case Conference Report filed and an Individual Case Conference Report filed. Statements by counsel. Court addressed the procedural aspects of the case; and determined non-compliance by the

A-15-720032-C

parties under EDCR 2.67, EDCR 2.68, and EDCR 2.69 or NRCP 16.1 (a) (3); and no pre-trial memorandums were filed, no joint pre-trial memorandums were filed, and there were no pre-trial disclosures. Parties did not provide trial exhibits. Court stated neither side can provide documents or witnesses at trial. Trial schedule was provided to the parties by Court, orally.

COURT ORDERED, trial date SET.

6/05/19 8:30 A.M. BENCH TRIAL

CLERK'S NOTE: Minutes updated to only include the trial start time for June 5, 2019. (6/04/19 sb)

EXHIBIT 5

EXHIBIT 5

AA 002476

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DISTRICT COURT
CLARK COUNTY, NEVADA

Other Title to Property

COURT MINUTES

April 23, 2019

A-15-720032-C fJoel Stokes, Plaintiff(s)
vs.
Bank of America NA, Defendant(s)

April 23, 2019 9:00 AM All Pending Motions

HEARD BY: Kishner, Joanna S. COURTROOM: RJC Courtroom 12B

COURT CLERK: Natalie Ortega

RECORDER: Sandra Harrell

PARTIES

PRESENT: Hong, Joseph Y. Attorney for Plaintiff
 Morgan, Melanie D. Attorney for Defendant -
 Nationstar

JOURNAL ENTRIES

- TOBIN OPPOSITION TO NATIONSTAR MOTION FOR SUMMARY JUDGMENT AGAINST JIMI JACK AND COUNTERMOTION FOR SUMMARY JUDGMENT TOBIN OPPOSITION TO NATIONSTAR MOTION FOR SUMMARY JUDGMENT AGAINST JIMI JACK AND COUNTERMOTION FOR SUMMARY JUDGMENT

COURT NOTED on April 9, 2019 a Notice of Appearance was filed; however a Notice of Withdrawal was never received from Mr. Mushkin's firm on behalf of Ms. Tobin. Mr. Hong stated Mr. Mushkin's office represented Tobin as the trustee for the Hansen Trust, not as an individual. Further, when Ms. Tobin appeared in the case originally, in proper person, the Court advised her she did not have standing because she was not the trustee. Thereafter, she appeared as the trustee and Mr. Mushkin represented her. Further, she did not have standing due to as an individual she did not have anything to do with this case. Additionally, when the Court granted the HOA's Motion for Summary Judgment against the Trust that concluded. Therefore, Ms. Tobin filed an opposition/counter-motion in proper person, individually. Ms. Tobin did not have standing in this case. The only party that had standing was the trust being they were the former owner when the foreclosure occurred. Moreover, Ms. Tobin intervened in the other case that was consolidated with this case as a trustee. COURT FURTHER NOTED in was in receipt of a Notice of Settlement of Nationstar, Joel Stokes and Sandra F.

PRINT DATE: 05/09/2019

Page 1 of 3

Minutes Date: April 23, 2019

AA 002477

~~DECLER~~ 0020

Stokes as Trustee of the Jimijack Irrevocable Trust stating that it had reached agreement on all material terms. Upon Court's inquiry, counsel stated that the May 7, 2019 Motion for Summary Judgment hearing could be moot. Ms. Morgan stated they would withdraw the motion. COURT FINDS there was a Notice of Appearance from the Sun City Anthem and there was not anything else that remained this case. Further, the Court would need to set a status check as to settlement documents between the parties that filed a Notice of Settlement on April 12, 2019. Ms. Morgan stated Nona Tobin still had claims against Jimijack. Upon Court's further inquiry, Mr. Hong acknowledged that Mr. Mushkin was counsel for the trustee and he was counsel for Jimijack. Mr. Hong stated based on this Court's previous Order for Summary Judgment in Favor of the buyer, Opportunity Homes, it would be requested to file a simple motion mirroring the Court's Order similar to a res judica noting that the claims alleged by the trust were identical. COURT NOTED it could not grant any oral leave without a hearing or other parties present. COURT FINDS there was a rogue document filed, Notice of Appearance on April 9, 2019 of Nona Tobin in Proper Person. There was not leave sought by Ms. Tobin for any individual capacity. Further, the only portion of this case in which Ms. Tobin was involved, in any capacity, was as Trustee of the Gordan B. Hansen, August 22, 2008. In that capacity Ms. Tobin was represented by counsel. That counsel had not filed any motion to withdraw, any pleadings on behalf of Ms. Tobin as Trustee for Gordan B. Hansen Trust would need to be filed by counsel.

COURT ORDERED the Notice of Appearance filed April 9, 2019 was a rogue document, therefore STRICKEN. COURT NOTED as to the Notice of Completion of Mediation filed on April 9, 2019, the Court already had a prior document with regards to the completion of mediation Furthermore, since that was also filed by Ms. Tobin, individually, and not her counsel, COURT FURTHER ORDERED, Notice of Completion of Mediation filed April 9, 2019 STRICKEN. COURT FINDS the Tobin's Opposition to Nationstar Summary Judgment against Jimijack and counter-motion filed April 10, 2019 at 11:17 a.m., filed by Nona Tobin, not filed by Mr. Mushkin as counsel as trustee of the Gordan B. Hansen Trust, a rogue document, therefore, COURT ADDITIONALLY ORDERED, Tobin's Opposition to Nationstar Summary Judgment against Jimijack and counter-motion STRICKEN. COURT FINDS that if the Court reviewed the underlying arguments, which it could not, even independently, it was understood that there were no claims between Nationstar that currently existed with regards to Nona Tobin as Trustee of the Gordan Hansen Trust. There would not be an appropriate opposition. COURT ORDERED, the April 12, 2019 at 1:40 a.m. Tobin Opposition To Nationstar Motion For Summary Judgment Against Jimijack And Counter Motion For Summary Judgment Hearing Requested Conjunction With Hearing For Nationstar MSJ Scheduled STRICKEN being a rogue documents. COURT FURTHER ORDERED, the Notice of Appearance Nona Tobin in Proper Person and the Notice of Completion of Mediation filed on April 12, 2019 STRICKEN as rogue and duplicative. COURT ADDITIONALLY ORDERED, April 12, 2019 1:11 AM Notice of Completion of Mediation and April 12, 12:39 am Notice of Appearance STRICKEN as rogue and duplicative. On April 17, 2019 at 8:37 a.m., Tobin's Reply In Support of Joinder to Nationstar Mortgage, LLC s Motion For Summary Judgment and Reply In Support Of Tobin's Motion For Summary Judgment, COURT ADDITIONALLY motion ORDERED STRICKEN as rogue. COURT was NOT FINDING that it

should strike the April 19th Response by Nationstar, being it was clarification to enlighten the Court the improper filing of documents. Upon Court's inquiry, Ms. Morgan stated she was not requesting the Court to take action.

As to the remaining underlying documents, Mr. Hong stated they would withdraw and vacate the Stipulation to Extend the briefing scheduling noting it was prepared and filed prior to settlement, that document was now moot. Upon Court's inquiry, Mr. Hong acknowledged the Court could disregard the stipulation as to the briefing schedule. As to the pending Motion for Summary Judgment on May 7th. Ms. Morgan stated that would not be heard stating the only claims remained had been resolved and she would file a Notice of Withdraw. At the request of the movant, no opposition by Mr. Hong, and since only party which could had filed any pleadings, COURT ORDERED, May 7, 2019 Motion for Summary Judgment VACATED.

COURT NOTED the Calendar Call and Bench Trial dates would remain. Further, Nona Tobin as Trustee for the Gordan B. Hansen Trust versus Jimijack were the only remaining parties in these combined cases, A720032 with A730078. Ms. Morgan advised Tobin as Trustee also had pending claims against Yuen K. Lee and F Bonderant LLC. Colloquy regarding the caption.

COURT ORDERED, Status Check SET regarding Settlement Documents.

05/21/19 STATUS CHECK: SETTLEMENT DOCUMENTS

CLERK'S NOTE: Minutes amended to reflect the additional stricken documents as follows: 04/12/19 1:11 AM Notice of Completion of Mediation and 04/12/19 12:39 AM Notice of Appearance.
ndo05/09/19

EXHIBIT 6

EXHIBIT 6

AA 002480

~~DECLASS~~ 0030

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Title to Property

COURT MINUTES

April 27, 2017

A-15-720032-C JimiJack Irrevocable Trust, Plaintiff(s)
vs.
Bank of America NA, Defendant(s)

April 27, 2017 9:30 AM All Pending Motions

HEARD BY: Kishner, Joanna S.

COURTROOM: RJC Courtroom 12B

COURT CLERK: Kory Schlitz

RECORDER: Rachelle Hamilton

PARTIES

PRESENT: Kelley, Michael S. Attorney for Nationstart Mortgage LLC
Ochoa, David Attorney for Sun City Anthem
Community Association Inc
Tobin, Nona Intervenor
Counter Claimant
Cross Claimant

JOURNAL ENTRIES

- Jakub Medralla Esq. present on behalf of Thomas Lucas and Opportunity Homes LLC.

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

Matter argued and submitted. COURT ORDERED, Motion DENIED WITHOUT PREJUDICE.

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

Matter argued and submitted. COURT ORDERED, Motion DENIED WITHOUT PREJUDICE as to Nona Tobin as an individual; Ruling DEFERRED as to Nona Tobin as a Trustee of the Gordon B. Hansen Trust. COURT FURTHER ORDERED, Status Check SET.

OPPOSITION TO SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION TO DISMISS AND COUNTER MOTION FOR ORDER VOIDING THE HOA SALE...

PRINT DATE: 04/27/2017

Page 1 of 2

Minutes Date: April 27, 2017

AA 002481

~~DHCL~~ 0034

A-15-720032-C

Matter argued and submitted. COURT ORDERED, Motion DENIED WITHOUT PREJUDICE.

THOMAS LUCASS AND OPPORTUNITY HOMES, LLC'S MOTION FOR SUMMARY JUDGMENT...

Matter argued and submitted. COURT ORDERED, Motion GRANTED. Court directed Mr. Medralla to prepare the Order, circulating to all parties for approval as to form and content in accordance with EDCR 7.21.

5/23/17 9:30 A.M. STATUS CHECK: CORPORATE COUNSEL (GORDON B. HANSEN TRUST)

PRINT DATE: 04/27/2017

Page 2 of 2

Minutes Date: April 27, 2017

AA 002482

~~DECE 30032~~

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Title to Property

COURT MINUTES

December 20, 2016

A-15-720032-C JimiJack Irrevocable Trust, Plaintiff(s)
vs.
Bank of America NA, Defendant(s)

December 20, 2016 9:00 AM Nona Tobin's Motion to Intervene Into Consolidated Quiet
Title Cases A-15-720032-C and Former Case A-16-730078

HEARD BY: Kishner, Joanna S. COURTROOM: RJC Courtroom 12B

COURT CLERK: Lorna Shell

RECORDER: Rachelle Hamilton

PARTIES

PRESENT: Hong, Joseph Y. Attorney for Pltf.
 Tobin, Nona Other

JOURNAL ENTRIES

- Ms. Tobin stated she was the beneficiary and trustee of the trust that was the owner of the property at the time of the disputed Homeowners Association sale. Ms. Tobin argued she had an interest in the property, her motion was timely filed and served, and that Pltf.'s opposition was not timely filed and as such pursuant to 2.20 should be disregarded. Mr. Hong argued the case was over a year and a half old and at this juncture it was between Nationstar and his client and that the question was whether the deed of trust was free and clear or not. Mr. Wong argued there was no right of redemption and that he did not see any right Ms. Tobin could claim and that his opposition was timely filed. Following further arguments by Ms. Tobin, COURT STATED FINDINGS AND ORDERED, Motion GRANTED; Ms. Tobin has until January 6, 2017 to prepare the order. COURT FURTHER ORDERED the parties to complete the JCCR and prepare the appropriate report.

EXHIBIT

EXHIBIT

AA 002484

DEC 08 2003



Nona Tobin <nonatobin@gmail.com>

Please contact me to arrange a meeting

1 message

Nona Tobin <nonatobin@gmail.com>

Thu, May 16, 2019 at 8:49 PM

To: yosuphonglaw@gmail.com

I have tried to contact you to arrange a pre-trial meeting before you leave on your trip. Please contact me at the number below.

I am going to handle the trial as a Pro Se as Nona Tobin, an individual, is the real party in interest.

Please contact me as it is my understanding that tomorrow is the last day you have available.

Nona Tobin
(702) 465-2199

Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead

AA 002485

DEC 08 2018

EXHIBIT 8

EXHIBIT 8

AA 002486

DEC 08 2003

From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Monday, March 27, 2017 10:29 AM

To: David Ochoa <DOchoa@lipsonneilson.com>

Subject: Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

I was really surprised that you refused to consider my offer of settlement and filed a second motion to dismiss on jurisdictional grounds that have already been adjudicated when this court ordered on 1/11/17 that I was accepted as a defendant in intervention.

I was further amazed that you took both of these actions on March 22, 2017, the day before the March 23, 2017 SCA Board executive session which would have been the first opportunity for you to present my settlement offer and for you to get direction from the Board you said you needed before you could meet with me.

I was especially disturbed by the rationale you gave for rejecting my settlement offer out of hand:

" In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal."

Your reasoning does not account for the fact that I have no claim against Nationstar unless the HOA sale is voided, and if the HOA sale is voided, neither Nationstar nor I have any claim against the HOA.

By agreeing to my settlement offer, the HOA is totally benefitted and suffers no detriment. Why would you advise the HOA to continue to stay in the litigation with both Nationstar and me when I offered to release them from all liability? Given that if the HOA sale were voided, Nationstar's complaint against the HOA would become moot, what possible value is there in making the HOA defend the actions of its prior agents?

I must be missing something here. Please tell me what SCA would "win" if it stayed in litigation rather than settling.

Also, your motion to force me to get an attorney, beside having already been adjudicated, is now moot. Steve Hansen has signed a declaration disclaiming any interest in the property or in the Gordon B. Hansen Trust. Therefore, as the Trustee and sole beneficiary, I am executing a quit claim deed to the property to transfer it from the Gordon B. Hansen Trust to myself as an individual.

I respectfully request that you look again at the merits of settlement I offered and present my offer to the SCA Board and give them an accurate picture of risks of staying in vs. the benefit of my offer to let the HOA out of the case entirely.

I have no problem with combining the first two hearings (March 28 and April 6) if you cancel your second motion to dismiss pursuant to res judicata and moot. If you need time to take the attached March 22, 2017 settlement offer to the SCA Board, I would agree to move the combined March 28 and April 6 hearings to the April 27 slot, or later, if it is

AA 002487
DECEMBER 03 2017

still needed. Please bear in mind that i will be out of the country from April 12-April 25 and will not be able to prepare any response that may be required during that time.

Thank you.

Nona Tobin

(702) 465-2199

Nona

On Fri, Mar 24, 2017 at 1:28 PM, David Ochoa <DOchoa@lipsonneilson.com> wrote:

Hi Nona,

I'm following up the stipulation and order. I believe it makes sense to have all the hearings on the same day. However, we are coming down to the wire. If I don't hear from you soon, we will have to move just our initial motion, but that would still leave your motion on its own day. Please get back to me soon.

Sincerely,



David Ochoa, Esq.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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AA-002488
DECLASSIFIED

RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

1 message

David Ochoa <DOchoa@lipsonneilson.com>
To: Nona Tobin <nonatobin@gmail.com>

Mon, Mar 27, 2017 at 11:39 AM

Nona,

Your request for settlement was previously denied. We will not be vacating our recent motion. Let me know if you change your mind on the recent stipulation to consolidate hearings we sent you.

Sincerely,

**David Ochoa, Esq.****Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120****Las Vegas, Nevada 89144****702-382-1500 Ext. 118****702-382-1512 (fax)****E-Mail: dochoa@lipsonneilson.com****Website: www.lipsonneilson.com****OFFICES IN NEVADA, MICHIGAN & ARIZONA *****
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AA 002489

DEC 08 0050

EXHIBIT 9

EXHIBIT 9

AA 002490

DEC 08 2010

immediately. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege.

From: David Ochoa
Sent: Thursday, March 23, 2017 5:10 PM
To: 'Nona Tobin' <nonatobin@gmail.com>
Subject: RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Nona,

In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal.

We have filed our new motion, which has received a date of April 27, 2017. I have attached a stipulation and order to consolidate and reset the now three hearings that are set. If you approve the stipulation and order, please sign and submit to Lori Martin at Sun City Anthem. If you have questions or other concerns about the timing in the stipulation please let me know. I would like to get something to the court tomorrow if possible.

Sincerely,



David Ochoa, Esq.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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AA 002491

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DECEMBER 14

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From: Nona Tobin [<mailto:nonatobin@gmail.com>]

Sent: Wednesday, March 22, 2017 4:45 PM

To: David Ochoa <DOchoa@lipsonneilson.com>; Sandy Seddon <Sandy.seddon@scacai.com>

Subject: Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Attached is the settlement proposal in writing that you requested yesterday. Hopefully, you will view this as a reason not to file any new motions that will unnecessarily keep SCA in this litigation or just add cost to both parties.

Thank you.

Nona Tobin

Nona

On Tue, Mar 21, 2017 at 7:44 AM, David Ochoa <DOchoa@lipsonneilson.com> wrote:

Nona,

We will be filing our new motion this week. I can prepare a stipulation to move everything to that new date. If it is given a date during the time you expect to be out of town, we can include in the stipulation a request for a date when you return.

Please email me your proposal for settlement.

Sincerely,



David Ochoa, Esq.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

AA 002492

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702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Monday, March 20, 2017 6:55 PM

To: David Ochoa <DOchoa@lipsonneilson.com>

Subject: Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

The hearing on SCACAI's motion to dismiss is still scheduled for March 28 and my opposition and counter motion to void the sale is still scheduled for April 6. Are you ok with consolidating them both on April 6.

If so, you want me to do a stipulation and order or will you do it?

As you can see from the forwarded email, I am interested in resolving SCA's role in this ASAP. You said on the phone that you needed to discuss the case with the SCA Board before agreeing to a settlement meeting. I am concerned about the two Board members who are competing against me for the Board being involved in that determination. One member, Carl Weinstein, is passing rumors around implying that this litigation should disqualify me from being on the Board. This necessitated me preparing an explanation for public distribution (attached). I offered to give a copy of it to Rex Weddle, my second opponent, and he refused to take it, saying that he couldn't read it since this was a matter before the Board.

Finally, you said that you were considering a motion regarding standing so I have attached the 11/15/16 Motion to intervene and the 1/12/17 notice of entry of the order granting it to save you the trouble.

Thanks.
Nona Tobin
(702) 465-2199

Nona

On Thu, Mar 16, 2017 at 3:13 PM, Nona Tobin <nonatobin@gmail.com> wrote:

AA 002493

DECLINING

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

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

Date: Mar 8, 2017 1:32 PM

Subject: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

To: <pgutierrez@leachjohnson.com>, <thansen@leachjohnson.com>, <rcallaway@leachjohnson.com>, <rreed@leachjohnson.com>, <sanderson@leachjohnson.com>

Cc: "Sandy Seddon" <Sandy.seddon@scacai.com>, "Rex Weddle" <silasmrner@yahoo.com>, <aletta.waterhouse@scacai.com>, <james.mayfield@scacai.com>, <tom.nissen@scacai.com>, <bob.burch@scacai.com>, <bella.meese@scacai.com>, <carl.weinstein@scacai.com>

Sun City Anthem's motion to dismiss was scheduled by the clerk of the 8th district court to be at 9:30 AM on March 28, 2017, and my opposition to the SCA motion to dismiss and counter motion to void the HOA sale were scheduled to be heard on April 6, 2017 at 9 AM.

In the interest of judicial efficiency and to save Sun City Anthem's attorney fees, I am proposing that we submit a stipulation and order to consolidate the hearings to be both heard on April 6, 2017. Prior to that time I would like to meet with the lead attorney for settlement discussions.

I will be on vacation in the Galapagos from April 11-25 and so probably completely incommunicado, and I will request that no appearance or filing is scheduled during that time and that any time limits on a response from me consider my absence during that period.

Also, as you may be aware, I am a candidate for the Sun City Anthem Board with a possible beginning of term on May 1, 2017. Given that there are only five candidates for four Board seats, I have a reasonably high probability of success. Naturally, I would like to have Sun City Anthem's involvement in this case concluded prior to that time at no unnecessary cost (to them or me) and with no residual hard feelings between us.

I am sure you can see that if my (attached) motion to void 8/15/14 HOA sale were granted, our mutual goal of settling the case without any further cost or detriment to Sun City Anthem (or me) would certainly be achieved. I believe it is an elegant solution which avoids the SCA Board being placed in the untenable position of paying to defend the indefensible acts of its former agents, FirstService Residential/ Red Rock Financial/Services while at the same time returns equitable title to the rightful owner. Of course, I am also willing to listen to any suggested alternatives that would meet these same mutually beneficial objectives.

Therefore, I would like to meet with you at your earliest convenience to see if this can be amicably resolved without further judicial or administrative action involving Sun City Anthem who probably by next week will be the only remaining cross-defendant. Please be advised that yesterday I filed three 3-day Notices of Intent to Take Default against all the other parties, Plaintiffs Stokes/Jimijack and cross-defendants Thomas Lucas/Opportunity Homes and Yuen K. Lee/F. Bondurant. Their defaults should remove any concerns the Board might have in their action to support voiding the sale negatively impacting any purchaser or subsequent purchaser.

Also, please note that permitting the sale to be voided also renders moot the Nationstar ADR claim 16-849 filed 1/14/16 against SCA that RRFS refused to accept the tender of the super-priority amount in order to unlawfully conduct a sale that could extinguish the first deed of trust.

Please bear in mind that my attempts at informal resolution or to even discuss the matter with management and the SCA Board have been rebuffed, and I have been told that I must communicate through your office.

AA 002494

DECLINED

I don't know who is actually assigned so I am sending this email to everyone listed in the Wiz-net e-file system from your firm. Please note that the e-service details of filing show that there was an error in serving Ryan Reed and Sean Anderson so you may want to correct how they are set up in the e-file system.

I can be reached at [\(702\) 465-2199](tel:(702)465-2199). Please contact me as soon as possible to set up a meeting time.

Nona Tobin

AA 002495

DEC 08 09:58

EXHIBIT 10

EXHIBIT 10

AA 002496

DEC 08 2005

In order to reach a mutually beneficial conclusion to this dispute with SCA, I offer the following proposed settlement if SCA agrees to the terms and conditions below.

I will take the following actions and make the following commitments:

1. waive any argument against SCA of respondeat superior, that the principal is always responsible for the acts of its agents;
2. make no claim for damages against SCA;
3. make no claim for attorney's fees or litigation expense from SCA;
4. withdraw my February 1, 2017 cross-claim against SCA as if dismissed with prejudice;
5. agree not to initiate any further civil action or regulatory complaint against SCA to hold SCA in any way responsible for the fact that its former agents, FSR & RRFs, conducted a statutorily noncompliant foreclosure sale of 2763 White Sage Dr. (A summary of my claims is Attachment A).

In consideration for these actions, the SCA Board must make the following declarations and take the following actions:

1. SCA Board declares that it did not authorize and does not condone its former agents unjustly profiting from the foreclosure of 2763 by improper accounting, charging fees in excess of the legal limit, failing to offer the due process required by law, and failing to distribute the proceeds from the sale as required by NRS (2013) 116.31164.
2. SCA Board either voids the sale on its own motion or recommends to the court to grant my motion to void the sale of 2763 White Sage on the basis of SCA former Agents' failure to follow NRS 116.31162-NRS 116.31166, NRS 38.300-360, NRS 116.31085, SCA governing documents and Board policies.
3. SCA Board declares that any illegal actions by SCA's former Agents were done without authority knowingly granted by the SCA Board.
4. SCA Board declares it does not have any financial interest in the subject property and would lose nothing if the foreclosure sale were voided due to being statutorily non-compliant.
5. SCA Board confirms that \$2,701.04 credited to SCA on August 27, 2014, was accepted as payment in full, and that neither the Association nor any current or former Board member received nor benefitted from its former Agents' failure to distribute the proceeds in the manner prescribed by law.
6. SCA Board instructs its attorney to withdraw the counter-productive motion to dismiss my cross-claims for lack of jurisdiction under NRS 38.310 (2) as it increases both parties' costs in time and money to no purpose.
7. SCA Board instructs its attorney to withdraw or do not submit any motion that would attempt to require me to be represented by an attorney as it increases both of our costs in time and money to no purpose.
8. Prior to conducting an RFP for a new debt collector, the SCA Board will conduct a review of the SCA assessment process utilizing data analysis and meaningful Owner participation to adopt an assessment policy (not just a delinquent assessment policy) and process designed to:
 - a. Ensure that owners have the same (or more) due process rights as are currently afforded to owners being sanctioned for a dead tree;

- b. reduce the ability of debt collectors to prey on SCA members for their own unjust enrichment;
- c. increase the likelihood of voluntary collection;
- d. utilize foreclosure as a last resort;
- e. reduce the costs of SCA litigation;
- f. reduces the costs of errors & omissions insurance deductibles and premiums;
- g. follow both the letter and the spirit of applicable laws and regulations.

Attachment A

Summary of February 1, 2017 cross-claims against SCA:

1. Conduct of foreclosure sale was statutorily noncompliant with NRS 116.31162 through NRS 116.31166 (2013)
2. Failed to give proper notice to Respondent re 38.310 process conducted the sale after telling the Ombudsman that the sale was cancelled and the Owner was retained.
3. Referred the White Sage assessment account to collections before there was a default;
4. Charged fees in excess of the legally authorized amounts;
5. Rescinded the 3/12/13 notice of default;
6. Canceled the 2/12/14 notice of sale and did not replace it;
7. Conducted the sale while there was no notice of sale in effect;
8. Issued a foreclosure deed based upon a cancelled Notice of Default;
9. Former Agents concealed these actions from the SCA Board;
10. Statutory and Resolution process violated for not having any hearing or notice that appeal to the Board was available;
11. Sale was not commercially reasonable as sold to a non-bona fide purchaser for 18% of fair market value and sale involved fraudulent concealment of unlawful acts;
12. Former Agents kept money that belonged to Hansen estate of approximately \$60K from proceeds of the sale;
13. Former Agents kept money that belonged to the SCA and falsified the SCA records to keep their actions covert;
14. Former Agents were unjustly enriched – not SCA. So why should SCA defend them especially since they have not SCA Agents since April, 2015;
15. Breach of contract claims are against SCA former Agents and not the SCA Board and were an attempt to utilize indemnification clauses in the SCA contracts with former Agents to shield SCA's insurance from problems created by former Agents.

Fwd: 2763 White Sage - Actions in District Court

1 message

Nona Tobin <nonatobin@gmail.com>

Wed, Sep 14, 2016 at 12:04 PM

To: Steve Hansen <nasastevo@gmail.com>, Mark Burton <mark@meburton.com>

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

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

Date: Sep 14, 2016 11:23 AM


Subject: 2763 White Sage - Actions in District Court

To: "Lori Martin" <lori.martin@scacai.com>

Cc: "James Long" <jamesjlong@sent.com>


Hi Lori,

I forwarded you a notice from the court the other day that had a copy of our reply that was filed in court on Friday, but I thought afterward, it might confuse you. So here is another link to it.

 A-15-720032-C-8574536_RPLY_Rep

I would like to have you, the General Manager and the HOA Board aware of what is going on in relation to the various disputes over the title and the validity of the HOA foreclosure sale of 2763 White Sage.

I've also attached our original motion to intervene in case No. A730078 Nationstar v. Opportunity Homes LLC on 7/29/16. I had not realized there was a parallel case No. A720032, Joel A. Stokes and Sandra F. Stokes as Trustees of Jimijack Irrevocable Trust v. Bank of America and Sun City Anthem Community Association, that had been filed June 6, 2015.

 061615 JJ.v. bofa Complaint_Comp.pdf

Jimijack did not record a Lis Pendens on the property to give notice of their case for a full year after filing it on until June 8, 2016. Jimijack filed their Lis Pendens ignoring my May 23, 2016 recorded request for notice.

Jimijack also failed to serve SCACAI even though SCACAI was named as a defendant and there were two causes of action claimed against SCACAI.

I am going to be filing our wrongful foreclosure complaint in court to get the full title to the property returned to us as the equitable title holders at the time of the disputed HOA foreclosure sale on August 15, 2014.

If Judge Kishner approves our Motion to Intervene on 9/16/16, I will file into the two recently combined lawsuits within probably 10 days of whatever timeframe the judge orders. If, against all odds, she wants some other judge to hear our case separately, we'll go it alone.

In either case, SCACAI is a necessary Defendant because the sale, however, improperly done, was done in your name and on your authority. And further, SCACAI was named in the original suit, although mysteriously, never served.

There are several claims we will be making in court regarding why the HOA foreclosure sale should be invalidated related to violations of due process and statutory procedurals and notice violations. While the SCACA Board may have taken actions that made the HOA sale procedurally deficient by violating NRS 116.31085 or the bylaws or the governing resolution executive session.

There are other allegations that I will be making against FirstService Residential and Red Rock Financial Services which I believe were done without the Board's knowledge or direction.

I plan to request review of these allegations against FirstService Residential and Red Rock Financial Services by the IRED Compliance Division 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.

AA 002499

 Motion to Intervene Minv.pdf

DECEMBER 06 2016

Re: Notice regarding quiet title litigation on 2763 White Sage

2 messages

Rex Weddle <silasmrner@yahoo.com>
Reply-To: Rex Weddle <silasmrner@yahoo.com>
To: Nona Tobin <nonatobin@gmail.com>

Wed, Dec 21, 2016 at 3:17 PM

Nona, I understand your willingness to resolve the matter informally.

However, given that you are now legitimized as a party to the litigation it would be inappropriate for the Board to involve itself directly in any way except through the voice of our counsel.

Thank you for the holiday wishes. I wish you the same.

Rex

ATTENTION: NOTICE

This electronic message and any accompanying document(s) contain information belonging to the sender, which may be confidential and legally privileged. This information is intended solely for the use of the individual or entity to whom this electronic transmission was sent as indicated above. It may not be forwarded, in whole, in part, or amended, without the sender's prior approval. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information contained in this electronic transmission is strictly prohibited. If you have received this transmission in error, please notify us immediately by e-mail and delete the original message.

On Wednesday, December 21, 2016 3:07 PM, Nona Tobin <nonatobin@gmail.com> wrote:

Yesterday Judge Kishner approved my motion to intervene as a quiet title defendant. I definitely want to talk to you before I formally serve the HOA to see if we can find the easiest way to minimize the HOA's exposure.

Please note the objections stated by Plaintiff's counsel in the attached opposition. He reiterated at the hearing his position that I have no interest in the property and no right of redemption without prevailing first against the HOA to void the foreclosure sale. He totally wants the judge to ignore that the HOA agents, the buyer, the notary, the current party in possession and others committed fraud. He is trying to just dump the whole burden of litigation on the HOA which I am trying to avoid.

When can we meet to discuss this? Or do you prefer that I immediately schedule the matter to be heard by the Board at their next meeting?

As I said previously, this matter should not be delegated to staff. My experience with them has been that they (Sandy and Lori) will blow it off by telling me that they don't have to comply with my requests for information or listen when I offer information about how the interests of the membership would be better served.

Just to be clear, I am asserting the rights provided in NRS 116.31087:

NRS 116.31087 Right of units' owners to have certain complaints placed on agenda of meeting of executive board.

AA 002500

DEC 21 2016 06:06

1. If an executive board receives a written complaint from a unit's owner alleging that the executive board has violated any provision of this chapter or any provision of the governing documents of the association, the executive board shall, upon the written request of the unit's owner, place the subject of the complaint on the agenda of the next regularly scheduled meeting of the executive board.

2. Not later than 10 business days after the date that the association receives such a complaint, the executive board or an authorized representative of the association shall acknowledge the receipt of the complaint and notify the unit's owner that, if the unit's owner submits a written request that the subject of the complaint be placed on the agenda of the next regularly scheduled meeting of the executive board, the subject of the complaint will be placed on the agenda of the next regularly scheduled meeting of the executive board.

(Added to NRS by 2003, 2218; A.2009, 2892)

Thanks. Hope you are having a great holiday season. I'll try not to take up too much of your time.

Nona Tobin
4303x101
(702) 465-2199

Nona

On Fri, Dec 16, 2016 at 7:19 AM, Nona Tobin <nonatobin@gmail.com> wrote:

I would like to meet either with you as the Board President privately (preferably), or as a second, less desirable option, be placed directly on the Board agenda to go over the details of this complaint before it is officially served on the HOA and the attorney-hours clock starts ticking.

I have attached the motion I filed to quiet title on a property that SCA foreclosed on for delinquent dues on 8/15/14. Actually, my motion is to intervene on two existing lawsuits that were consolidated last August.

The plaintiffs on the first one filed on 6/16/15 are the Stokes (Joel and Sandra Stokes as Trustees of Jimijack Irrevocable Trust v. Bank of America, Sun City Anthem Community Association) who currently have possession of the property.

The second lawsuit's plaintiff is Nationstar, the servicing bank who now falsely claims to own the beneficial interest of the first deed of trust (Nationstar v. Opportunity Homes, Inc. (the purported buyer at the HOA sale which is actually the alter ego of the Realtor Tom Lucas).

My interest in the property is as the executor of the estate of the homeowner at the time of the disputed HOA sale and as trustee and co-beneficiary of the Gordon B. Hansen Trust that actually held title.

I am intervening as a quiet title defendant with counter claims against the Stokes for fraud, unjust enrichment, and civil conspiracy with HOA agents and Realtor Tom Lucas among others. I also have counter-claims against Lucas for not being a bona fide purchaser for value and for abuse of his insider information as a Berkshire Hathaway Realtor when Berkshire Hathaway was under contract with me to sell the property. I have a counterclaim against Yuen K. Lee d/b/a F. Bondurant for fraudulently executing the quit claim deed that conveyed the property to the Stokes.

The motion to intervene as a defendant was filed per rule 24 which requires that I "serve a motion to intervene upon the parties as provided in Rule 5."

The unusual situation here is that although SCACAI was originally a named defendant in the Jimjack case since 6/16/15 and is still listed in the caption today, SCACAI was never served and therefore is not in the court's wiznet e-file list to be served under rule 5.

AA 002501

DECEMBER 064

Rule 5 says that "No service need be made on parties in default for failure to appear except that pleadings asserting new or different claims for relief against them shall be served upon them in the manner for provided for service of summons in rule 4."

To me, this means that since the SCA is a necessary party, although not previously served, given that the HOA sale in dispute was conducted under the authority of the SCA. Therefore, SCA will be served and receive proper notice of any litigation on this SCA property by me under rule 4 and ongoing SCA will be served all filings by all parties, as part of the regular wiznet e-file system.

The second attached document is the Stokes opposition to my intervention, claiming that I can only get relief by getting the HOA to void the sale.

My reply to the Stokes opposition to my intervention into the other quiet title cases on the same property is the third attached document. It deals with the untimeliness and insufficiency of the opposition motion.

My reply to the opposition motion does not address that I believe the Stokes want me out of the case because in my counter and cross claims, I allege very specific instances of fraud and conspiracy between Stokes, their attorney, HOA agents and others to fraudulently convey the property. Further, the failure to pay the HOA on two recorded transfers of the property either the new member setup fee or the 1/3 of 1% asset enhancement fee essentially stole this money from the HOA while concealing their illegal acts.

The proposed cross-claim against the HOA and HOA agents is on pages 62-85 and my goal is to get the HOA sale voided by the court for statutory and procedural violations as well as for fraud by the HOA agents.

Over the past five years since my fiance died, I have spent literally hundreds of hours dealing with the abusive practices of banks and debt collectors on this property. I do not believe the Board is aware of the abusive debt collection practices, bank fraud, notary violations, lying to enforcement officials and usurping of HOA Board authority to essentially steal a \$400,000 house that went on in this case, but I have documented it and I can prove it.

The claims in this lawsuit refer to illegal actions by RMI and/or FSR as the Managing Agent and FSR d/b/a Red Rock Financial Services as the debt collector, but these problems persist and are even exacerbated under self-management. It is difficult for the Board to assert that the liability for the mishandling of the debt collection and foreclosure process lies solely with FSR if the Board continues to turn a blind eye with a new vendor.

The Board needs to be put on notice that the debt collection agreements with Alessi & Koenig and subsequently with HOA Lawyers group, were like jumping from the frying pan into the fire. There are literally hundreds of unfair debt collection practice cases against Alessi and his various alter ego shell companies in Pacer.gov, not to mention state courts.

I can show you one (Melinda Ellis v. Alessi Trust Corporation and its successor Alessi & Koenig, LLC) where a jury awarded \$614,000 against them for violation of fiduciary duty. Months later, there was a motion to show cause why Alessi et al. failed to pay the award as agreed and ordered. 3:09-cv-0428-LRH-WGC, doc 245).

We were rated the number one senior community in the nation in 2011, and even at the height of the recession we had less than a 1.5% delinquency rate and now it is 0.83%. There is really no need for us to use vendors that act like pay day lenders or for the Board to continue to violate the due process rights of the HOA members to unjustly enrich the unscrupulous debt collectors.

The hearing for my motion is on Tuesday, and I will contact you after that to inform you of the results and see whether you would like to meet with me alone first or if this item should be placed directly on the Board agenda. Or you can call me at the number below to discuss it.

Please note that I prefer not to discuss the case any further with staff as I do not believe the Board or the membership is well served by their advice on this matter.

✿ A-15-720032-C-8793920_MINV_Motion_to_Intervene_Int

✿ A-15-720032-C-8879193_ROPP_Reply_to_Plaintiff_Jim

✿ Plaintiff_Jimjack_Irrevocable_Trust_s_Opposition_

Thank you for your review and thoughtful consideration of this matter.

Nona Tobin
SCA member # 04303X101
2664 Olivia Heights Ave.
(702) 465-2199

Nona Tobin <nonatobin@gmail.com>
ft To: Rex Weddle <silasmrner@yahoo.com>

Thu, Dec 22, 2016 at 1:18 PM

Rex, if that's the way you want to handle the litigation on 2763 White Sage, that's fine. Please give me the name of the attorney, and I will serve the complaint on him/her after the order on intervention is signed and the complaint is filed.

If you approve it, I would like to give him a call in advance to go over it as there are multiple parties and issues. Please try not to view me in a strictly adversarial way. I have been an SCA member for nearly 13 years and plan to continue living here for decades to come. I am intervening as a quiet title defendant as a fiduciary, as the trustee and co-beneficiary of my late fiance's residence that I never lived in, but which has caused me considerable grief over the five years since he died, mostly due to bank fraud and abusive debt collection practices.

I am not an attorney, but I do have a post graduate certification in Municipal Management and 26 years as a public sector executive manager or appointed official, and another decade with non-profits. I have served on multiple Boards and Commissions, and I have been certified as a Mediator for municipal and neighborhood disputes. In saying this, I hope to convey that I know what I am talking about and have the skills and experience to equitably resolve these kinds of problems; I am acting in good faith; and I have an interest in having the HOA where I plan to continue living act in accordance with the law and to help the Board to act as fiduciaries to the membership.

Therefore, independent of the lawsuit, I will be submitting a letter to the Board pursuant to NRS 116.31087 to inform the Board how the HOA is currently under self management and using Alessi a/k/a HOA Lawyers Group, violating the governing documents and the Board's debt collection process. I will show how these current violations perpetuate violations of the statutes and governing documents and Board resolutions that were occurring while SCA was under contract with FSR as managing agent while FSR was simultaneously using their debt collector's license d/b/a Red Rock Financial Services.

The litigation I have is not a class action. However, my research uncovered substantial problems with the HOA's way of doing business that I think the Board should be aware of to act within the law and to avoid acting of the advice of people who are ripping off HOAs and their members.

For example, in an 7/26/16 affidavit by David Alessi, he states that Alessi & Koenig has been involved in over 800 HOA foreclosures between 2011-2015 and that their assets are to the breaking point because there are 500 ~~AA-002503~~ against them.

DECEMBER 2016

Without even getting to the fraudulent conveyances Alessi did to hide assets or the creation of the HOA Lawyers Group to shift responsibility for debt, you have to ask yourself how can SCA expect them to hold the HOA harmless in litigation over their practices if Alessi is filing declarations of non-monetary status and claiming non-culpability and that SB 239 should insulate them from any liability for monetary damages because they were acting solely as the foreclosure sale trustee?

m attaching without exhibits Alessi's affidavit and Bank of America's astonished reaction

Nona

[Quoted text hidden]

AA 002504

DEC 08 0067

Re: Notices re Violations of governing documents

1 message

Nona Tobin <nonatobin@gmail.com>

Fri, Sep 16, 2016 at 1:35 PM

To: Desi Rafailova <Desi.Rafailova@scacai.com>, Lori Martin <lori.martin@scacai.com>, James Long <jamesjlong@sent.com>

Bcc: Brandon Dalby <bdalby1976@gmail.com>, Mark Burton Jr <mburton@audetlaw.com>, Mark Burton <mark@meburton.com>, susan daum <sfdaum@yahoo.com>

I understand your reluctance to give me the actual notices SCA sent to Gordon Hansen in 2014 about a violation for dead trees. However, please note that SCA actually sent them to my house, and to me, as I am the executor of the estate of the addressee. Gordon Hansen had already been dead for two plus years then, and now dead for nearly five.

I understand that when quiet title litigation with two other litigants is already before a judge, you are being either cautious or just doing what the lawyer said to do. It is, however, counter-productive and just plain, a mistake to get adversarial and overly legalistic with me.

Maybe, you could compromise. As I am a member of this community, there is no valid reason to refuse to provide me with the standard operating procedures. Please send me the procedures, including the form letters you use that you use in notifying owners whenever there is an alleged violation of the governing documents.

To make you more comfortable, I'll tell you exactly what I am going to do with it. Please share this information request with your attorney or the Board or whoever you think should know.

I am asking for this information in good faith so as to resolve the disputed HOA sale. The only thing I want from the SCA Board is to get the SCA Board to not object when I ask the court to invalidate the HOA foreclosure sale of this particular house. I ask that they look at the facts of the HOA foreclosure sale of this particular house and agree that covert and fraudulent actions by SCA agents and non-bona fide purchasers are sufficient to support a court ruling that the most equitable remedy would be to void the sale. Although there were due process violations by SCA that need to be procedurally corrected, I have no intention of going after the SCA for restitution as damages were caused by the covert illegal actions of parties who actually took the money (\$60,000 excess proceeds from what SCA got) or title and possession of the \$400,000 house for One Dollar consideration conveyed by a fraudulently notarized Quit Claim Deed.

I intend to notify appropriate regulatory agencies about illegal and covert actions by parties other than SCA who are responsible for much more serious violations done to unfairly and illegally enrich themselves. I intend to involve the regulatory agencies because this isn't the only house this was done to.

My greatest hope is that the Nevada Department of Business and Industry, Real Estate and Finance Divisions and the Nevada Attorney General and the Nevada Secretary of State, Commercial Registration and Notary Divisions, will utilize their resources to address a systemic failure statewide caused by poorly crafted legislation that allows unscrupulous debt collectors and community association managers to usurp the authority of HOAs for their own profit without detection.

Although I have filed a motion to intervene on the two existing cases, Judge Kishner postponed today's scheduled decision to Sept. 29 which postpones the deadline I thought I would have to file the quiet title claim which is happening either way the judge decides, but as of now, I have not filed against SCA. We are not adversaries in an open litigation if

that is your attorney's concern and how this tree sanction process against Gordon Hansen went down has nothing to do with Nationstar (who didn't sue you) or Jimijack (who didn't serve you).

My goal is to separate these complicated class action and criminal issues from my simple little quiet title claim on one SCA house. I intend to give sufficient facts to the regulatory agencies that they can address the systemic issues as they are supposed to do, but not do on my dime or on the SCA's dime.

I am going to file a 514a complaint against the former management company (FSR) for failure to appropriately train the Board to apply that resolution and the bylaws in relation to an allegation that the governing documents had been violated (delinquent dues) against the same owner, the same property, and at exactly the same time. I am alleging that this and other actions of theirs and fellow conspirators not only caused the HOA sale to be fraudulently conducted in the HOA's name and voidable as statutorily non-compliant, but some individual's action may rise to the level of criminal culpability.

I do not believe anyone on the SCA Board illegally profited from this or any other foreclosure that was done in its name. So my preference would be to not have SCA get intertwined with all that. That's why I want the actual documents of the notice of dead tree violation because I already have the notice of sanctions on that case and I want to report it was well and correctly handled.

If you don't give those exact documents to me, I would like to get the standard forms and boilerplate language to use in making my argument about how it should be done. I'm going to do it anyway so I just think it makes you look uncooperative and your attorney look like he's building fees.

Thanks in advance for any help you can give me.

Nona Tobin

(702) 465-2199

Nona

On Fri, Sep 16, 2016 at 10:07 AM, Desi Rafailova <Desi.Rafailova@scacai.com> wrote:

Good morning Nona Tobin,

I have spoken to our Community Manager and she advised to tell you that we must receive a court request in order to submit any documentation to you.

Desi Rafailova | Sun City Anthem

Community Standards Coordinator

The logo for Sun City Anthem, featuring the word "anthem" in a stylized, cursive font.

AA 002506

CONFIDENTIALITY NOTICE: This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this communication in error, please notify the sender immediately by email and delete the message and any file attachments from your computer. Thank you.

From: Nona Tobin [mailto:nonatobin@gmail.com]
Sent: Wednesday, September 14, 2016 9:51 AM
To: Compliance <Compliance@scacai.com>
Subject: Notices re Violations of governing documents

I am a SCACA resident, member number 04303X101. I own the property at 2664 Olivia Heights Ave and have lived there since 2004. I am also the Successor Trustee and executor of the estate of Gordon B. Hansen, Grantor of the Gordon B. Hansen Trust, which owned the property at 2763 White Sage Dr. until the house was sold at a HOA foreclosure auction on August 15, 2014.

About a month or so before the house was auctioned off, I received, addressed to Gordon Hansen, notices that there was going to be a hearing regarding five dead plants and one dead tree that you sent to Gordon Hansen at 2664 Olivia Heights Ave since his address of record for a number of years both before and after his death was at my house.

Attached is the notice of fines you sent on August 13, 2014.

I would like to get a copy of the notice(s) you sent prior to the hearing.

I recall getting at least one and turning it over to Craig Leidy, Berkshire Hathaway Realtor who was handling in short sale that was in escrow at the time, and asking him to handle it. My sister had just gone into hospice, and in fact, died on August 18, 2014 so I was not able to deal with the association or a hearing personally as I was in California most of that month.

This information is important because there are currently three parties vying for quiet title to that property. If you, for whatever reason, have not retained a copy of the actual notice you sent, I would like to receive the boiler plate language that you use for such notices and the operational procedure you have to manage the process for administering sanctions for violations of the governing documents.

There is no allegation by any party that you did anything wrong in how this sanction was handled. In fact, I would like to commend you for the excellent protocol you established for the notice, hearing, appeal to the Board of Directors, and notice of the sanction imposed. I intend to offer it up as an example of appropriate due process for a homeowner against whom an allegation of a violation possibly warranting a sanction has been made.

AA 002507

Thank you for your assistance.

DECEMBER 03 2016

Fwd: More than you ever wanted to know about 2763 White Sage

1 message

Jim Long <jamesjlong@sent.com>
To: nonatobin@gmail.com

Thu, Aug 18, 2016 at 10:05 AM

Nona, below is my contact info. After our discussion this morning I don't know that I can provide any more info of value to you, but call if you think I can.

Jim Long

Cell : (702) 478-6030

2132 Silent Echoes Dr.

Henderson, NV 89044

Barb: (702) 715-5998

From: Barbara [mailto:barbolklong@hotmail.com]
Sent: Wednesday, August 17, 2016 4:59 PM
To: jimlong@sent.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

Sent from my iPad

Begin forwarded message:

From: Nona Tobin <nonatobin@gmail.com>
Date: August 17, 2016 at 4:38:45 PM PDT
To: barbolklong@hotmail.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

Hi Barb,

Could you forward this to Jim. I asked him if he would talk to me about this tomorrow after spinning, and it kept bouncing. I must have forgotten what he said his email was.

Thanks.

Nona

AA 002508

DEC080038

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

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

Date: Wed, Aug 17, 2016 at 12:53 PM

Subject: More than you ever wanted to know about 2763 White Sage

To: James.Long@sent.com

Thanks for agreeing to talk to me about this.

I need some help identifying defendants since I have evidence that shows that this wrongful foreclosure happened because the contractors acted in their own self interest rather than as fiduciaries per their contract. There are some irregularities in their corporate filings which make it a little tricky to follow the money.

I don't know if you were on the Board when this 8/15/14 sale happened, but I do know for sure the HOA only got \$2,700 of the \$63,100 Red Rock Financial Services collected from the sale and neither Nationstar nor the beneficiaries of the Gordon B. Hansen Trust saw a dime of the \$60,400 balance even though I asked for it.

I am going to be asking to have the foreclosure sale for delinquent HOA dues to be set aside due to substantial noncompliance with

- 1.the governing statutes (NRS116.31162-116.31168; NRS 38.300-360),
- 2.the CC&Rs section 8, p. 48-52,
- 3.the RMI Management Agreement dated 2/26/10
4. the SCA-HOA Collection of Assessment Policy dated 7/1/09
5. RRFS Delinquent Assessment Collection Agreement, dated 4/27/12 (which you signed)
6. the SCA Board resolution of delinquent assessment policy 10/1/13

The failure to properly distribute the \$63,100 proceeds from the sale is particularly troublesome and it is the part of the case where i haven't been able to find other cases for precedent. Did Red Rock or FSH/RMI ever discuss with the Board the option of the HOA taking title to the properties?

By the way, the current title holder, Joel and Sandra Stokes aka Jimijack, recorded title with a fraudulently notarized Quit Claim Deed for \$1 consideration on 6/9/15, but actually took possession per HOA records right after the foreclosure sale instead of the straw buyer who was a Berkshire Hathaway Realtor in the office where i had the property listed. Another fun fact, there was an offer on the table to sell the place two weeks before the sale for \$375,000 from Yvonne Blum, daughter of Marianne Blum who you know from our spinning class.

Since SCA contracted out all its accounting, debt collection, staffing and reporting to the Board, and you were on the Board and signed at least one of the contracts, I need some help in accurately identifying certain players and who reported what to the Board when you were there. Most of my causes for action are against the debt collectors: breach of contract, fraudulent concealment against authorities, unfairly enriching themselves by usurping the HOA's authority through fraudulent means. I would like your assistance in determining the degree to which the HOA Board received meaningful reports or was asked for authority to act.

AA 002509

Here are the questions i have so far:

DECEMBER 03 2016

1. When were you on the Board?
2. Do you remember that these debt collection-related documents listed above (that I can show you) were the only ones being in use during that time period?
3. Who presented the reports to the Board regarding debt collection?
4. What was the process for deciding if and when to foreclose in an individual case?
5. What was the Board's involvement, if any, in the collection and foreclosure process?
6. Did the Board discuss individual cases in default in executive session?
7. How was action authorized?
8. Did the Board get reports on what happened to the houses that were foreclosed on or the money that was collected above the amount the HOA got?
9. Were you aware of any required mediation process involving the NV Dept of Real Estate Ombudsman?

Here are some links:



042712 Delinquent Assessment Collection Agreement.pdf



Delinquent Assessment Policy & Procedure 100113.pdf



A-16-730078-C-8434332_MINV_Motion_to_Intervene.pdf

Judge Joanna Kirshner will decide on Sept. 16 in chambers on my motion, but joined or not, I want to file the complaint right after that.

Thanks again for looking at this.

Nona

AA 002510

DECLINING

Re: FW: More than you ever wanted to know about 2763 White Sage

1 message

Nona Tobin <nonatobin@gmail.com>

Fri, Aug 19, 2016 at 11:32 AM

To: Jim Long <jamesjlong@sent.com>

Thanks, Jim. I found the March, 2014 FSR contract that was current at the time of the sale on the website. Lori Martin only sent me the RMI one from 2010 and I am assuming there was no other one in between. It makes more sense now.

As I said, I'm not going after the HOA. I think Red Rock and FSR were being deceitful to the Board for their own financial gain. It's interesting that the case I'm intervening on named the SCA-HOA as a defendant but never served them. I want to try to not name the SCA-HOA if I can just name their agents since I think they violated their contracts. I would like to them on the service list though because it seems wrong if they are not informed.

Judge Robert C. Jones ruled in the Federal Thunder Bay case that the HOA is not a necessary party in a quiet title action since they got paid the dues and didn't go on title.

A few questions about executive session.

1. When the Board was asked to take action on an individual property, was there any type of notice, either on the agenda by Red Rock ID number or general topic or by notice to the affected property owner?
2. Did Red Rock tell the Board about such things as the OMB mediation process, pending sales, requests for payment plans, offers of partial payment, the homeowner's death, or any factor other than the amount the Red Rock said was delinquent?
3. How was the action of the Board if and when to foreclose on a particular property reported out of executive session?

Thanks again for your help.

ona

Nona

On Thu, Aug 18, 2016 at 10:05 AM, Jim Long <jamesjlong@sent.com> wrote:

Nona, below is my contact info. After our discussion this morning I don't know that I can provide any more info of value to you, but call if you think I can.

Jim Long

Cell : (702) 478-6030

2132 Silent Echoes Dr.

Henderson, NV 89044

Barb: (702) 715-5998

From: Barbara [mailto:barbolklong@hotmail.com]

Sent: Wednesday, August 17, 2016 4:59 PM

To: jimlong@sent.com

Subject: Fwd: More than you ever wanted to know about 2763 White Sage

AA 002511

DECEMBER 0064

Sent from my iPad

Begin forwarded message:

From: Nona Tobin <nonatobin@gmail.com>
Date: August 17, 2016 at 4:38:45 PM PDT
To: barbolklong@hotmail.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

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Thanks.

Nona

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Date: Wed, Aug 17, 2016 at 12:53 PM
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To: James.Long@sent.com

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I don't know if you were on the Board when this 8/15/14 sale happened, but I do know for sure the HOA only got \$2,700 of the \$63,100 Red Rock Financial Services collected from the sale and neither Nationstar nor the beneficiaries of the Gordon B. Hansen Trust saw a dime of the \$60,400 balance even though I asked for it.

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6. the SCA Board resolution of delinquent assessment policy 10/1/13

AA 002512

DECEMBER 2016

The failure to properly distribute the \$63,100 proceeds from the sale is particularly troublesome and it is the part of the case where i haven't been able to find other cases for precedent. Did Red Rock or FSH/RMI ever discuss with the Board the option of the HOA taking title to the properties?

By the way, the current title holder, Joel and Sandra Stokes aka Jimijack, recorded title with a fraudulently notarized Quit Claim Deed for \$1 consideration on 6/9/15, but actually took possession per HOA records right after the foreclosure sale instead of the straw buyer who was a Berkshire Hathaway Realtor in the office where i had the property listed. Another fun fact, there was an offer on the table to sell the place two weeks before the sale for \$375,000 from Yvonne Blum, daughter of Marianne Blum who you know from our spinning class.

Since SCA contracted out all its accounting, debt collection, staffing and reporting to the Board, and you were on the Board and signed at least one of the contracts, I need some help in accurately identifying certain players and who reported what to the Board when you were there. Most of my causes for action are against the debt collectors: breach of contract, fraudulent concealment against authorities, unfairly enriching themselves by usurping the HOA's authority through fraudulent means. I would like your assistance in determining the degree to which the HOA Board received meaningful reports or was asked for authority to act.

Here are the questions i have so far:

1. When were you on the Board?
2. Do you remember that these debt collection-related documents listed above (that I can show you) were the only ones being in use during that time period?
3. Who presented the reports to the Board regarding debt collection?
4. What was the process for deciding if and when to foreclose in an individual case?
5. What was the Board's involvement, if any, in the collection and foreclosure process?
6. Did the Board discuss individual cases in default in executive session?
7. How was action authorized?
8. Did the Board get reports on what happened to the houses that were foreclosed on or the money that was collected above the amount the HOA got?
9. Were you aware of any required mediation process involving the NV Dept of Real Estate Ombudsman?

Here are some links:



[042712 Delinquent Assessment Collection Agreement.pdf](#)



[Delinquent Assessment Policy & Procedure 100113.pdf](#)



[A-16-730078-C-8434332_MINV_Motion_to_Intervene.pdf](#)

AA 002513

DECEMBER 2016

Judge Joanna Kirshner will decide on Sept. 16 in chambers on my motion, but joined or not, I want to file the complaint right after that.

Thanks again for looking at this.

Nona

AA 002514

DEC 08 09:07

From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Wednesday, March 08, 2017 1:32 PM

To: Pa y Gu errez <PGutierrez@leachjohnson.com>; Theresa Hansen <thansen@leachjohnson.com>; Robin Callaway <RCallaway@leachjohnson.com>; Ryan Reed <RReed@leachjohnson.com>; Sean Anderson <SAnderson@leachjohnson.com>

Cc: Sandy Seddon <Sandy.seddon@scacai.com>; Rex Weddle <silasmrner@yahoo.com>; aletta.waterhouse@scacai.com; james.mayfield@scacai.com; tom.nissen@scacai.com; bob.burch@scacai.com; bella.meese@scacai.com; carl.weinstein@scacai.com

Subject: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Sun City Anthem's motion to dismiss was scheduled by the clerk of the 8th district court to be at 9:30 AM on March 28, 2017, and my opposition to the SCA motion to dismiss and counter motion to void the HOA sale were scheduled to be heard on April 6, 2017 at 9 AM.

In the interest of judicial efficiency and to save Sun City Anthem's attorney fees, I am proposing that we submit a stipulation and order to consolidate the hearings to be both heard on April 6, 2017. Prior to that time I would like to meet with the lead attorney for settlement discussions.

I will be on vacation in the Galapagos from April 11-25 and so probably completely incommunicado, and I will request that no appearance or filing is scheduled during that time and that any time limits on a response from me consider my absence during that period.

Also, as you may be aware, I am a candidate for the Sun City Anthem Board with a possible beginning of term on May 1, 2017. Given that there are only five candidates for four Board seats, I have a reasonably high probability of success. Naturally, I would like to have Sun City Anthem's involvement in this case concluded prior to that time at no unnecessary cost (to them or me) and with no residual hard feelings between us.

I am sure you can see that if my (attached) motion to void 8/15/14 HOA sale were granted, our mutual goal of settling the case without any further cost or detriment to Sun City Anthem (or me) would certainly be achieved. I believe it is an elegant solution which avoids the SCA Board being placed in the untenable position of paying to defend the indefensible acts of its former agents, FirstService Residential/ Red Rock Financial/Services while at the same time returns equitable title to the rightful owner. Of course, I am also willing to listen to any suggested alternatives that would meet these same mutually beneficial objectives.

Therefore, I would like to meet with you at your earliest convenience to see if this can be amicably resolved without further judicial or administrative action involving Sun City Anthem who probably by next week will be the only remaining cross-defendant. Please be advised that yesterday I filed three 3-day Notices of Intent to Take Default against all the other parties, Plaintiffs Stokes/Jimjack and cross-defendants Thomas Lucas/Opportunity Homes and Yuen K. Lee/F. Bondurant. Their defaults should remove any concerns the Board might have in their action to support voiding the sale negatively impacting any purchaser or subsequent purchaser.

Also, please note that permitting the sale to be voided also renders moot the Nationstar ADR claim 16-849 filed 1/14/16 against SCA that RRFS refused to accept the tender of the super-priority amount in order to unlawfully conduct a sale that could extinguish the first deed of trust.

Please bear in mind that my attempts at informal resolution or to even discuss the matter with management and the SCA Board have been rebuffed, and I have been told that I must communicate through your office

AA 002515

DECEMBER 08

I don't know who is actually assigned so I am sending this email to everyone listed in the Wiz-net e-file system from your firm. Please note that the e-service details of filing show that there was an error in serving Ryan Reed and Sean Anderson so you may want to correct how they are set up in the e-file system.

I can be reached at (702) 465-2199. Please contact me as soon as possible to set up a meeting time.

Nona Tobin

AA 002516

DEC 08 09:00

RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

1 message

Sean Anderson <SAnderson@leachjohnson.com>

Thu, Mar 9, 2017 at 2:03 PM

To: Nona Tobin <nonatobin@gmail.com>, Robin Callaway <RCallaway@leachjohnson.com>, Ryan Reed <RReed@leachjohnson.com>, John Leach <JLeach@leachjohnson.com>

Cc: Sandy Seddon <Sandy.seddon@scacai.com>, Rex Weddle <silasmrner@yahoo.com>, "aletta.waterhouse@scacai.com" <aletta.waterhouse@scacai.com>, "james.mayfield@scacai.com" <james.mayfield@scacai.com>, "tom.nissen@scacai.com" <tom.nissen@scacai.com>, "bob.burch@scacai.com" <bob.burch@scacai.com>, "bella.meese@scacai.com" <bella.meese@scacai.com>, "carl.weinstein@scacai.com" <carl.weinstein@scacai.com>, "Lori.Martin@scacai.com" <Lori.Martin@scacai.com>

Ms. Tobin:

Thank you for the email. We are amenable to consolidating the hearings on the April 6, 2017 date. We will contact the clerk of the court to see whether this needs to be accomplished by formal stipulation and order or whether it may be done by letter. After we hear from the court we will let you know.

In the meantime, we can schedule a time to meet to discuss the issue you have outlined below. Please feel free to contact Robin Callaway, copied on this email, to schedule a mutually convenient time. Thank you.

Sean L. Anderson

Leach Johnson Song & Gruchow

8945 W. Russell Road, Suite 330

Las Vegas, Nevada 89148

Phone: (702) 538-9074

Fax: (702) 538-9113

Email: sanderson@leachjohnson.com

Notice: This email, and any attachment hereto, contains information protected by the attorney-client privilege and the attorney work product doctrine. If you are not the intended recipient of this email, please notify me immediately upon receipt. Please be advised that any dissemination, distribution or copying of this communication is strictly prohibited. Thank you.

AA 002517

DECLASSIFIED

EXHIBIT 11

EXHIBIT 11

AA 002518

DECL B 081

2

Inet #: 20141201-0000518

Fee: \$18.00

N/C Fee: \$0.00

12/01/2014 09:00:43 AM

Receipt #: 2235133

Requestor:

NATIONSTAR MORTGAGE

Recorded By: SAO Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Assessor's/Tax ID No. 191-13-811-052

Recording Requested By:
Nationstar Mortgage

When Recorded Return To:
DOCUMENT ADMINISTRATION
Nationstar Mortgage
2617 COLLEGE PARK
SCOTTSBLUFF, NE 69361



CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada

SELLER'S SERVICING #:0618315261 "HANSEN"

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: October 23rd, 2014

Assignor: BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Assignee: NATIONSTAR MORTGAGE LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Executed By: GORDON B. HANSEN, AN UNMARRIED MAN. To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WESTERN THRIFT & LOAN

Date of Deed of Trust: 07/15/2004 Recorded: 07/22/2004 in Book: 20040722 as Instrument No.: 0003507 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 191-13-811-052

Property Address: 2763 WHITE SAGE DR, HENDERSON, NV 89052

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of \$436,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said
*VSR*VSRNATN*10/23/2014 03:08:21 PM* NATTO1NATNA0000000000000000521839*
NVCLARK* 0618315261 NVCLARK_TRUST_ASSIGN_ASSN * *CKNATN*

AA 002519

DECL B 082

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT

On 10/29/14

By: Nisha Dietrich
Nisha Dietrich
Assistant Secretary

STATE OF Nebraska
COUNTY OF Scotts Bluff

On 10-24-2014, before me, Traci J Garton,
a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared Nisha Dietrich, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Traci J Garton
Notary Expires 10 25 2016



(This area for notarial seal)

Mail Tax Statements To: GORDON HANSEN, 2763 WHITE SAGE DR, HENDERSON, NV 89052

*VSR*VSRNATN*10/23/2014 03:08:21 PM* NATTO1NATNA00000000000000000521839*
NVCLARK* 0618315261 NVCLARK_TRUST_ASSIGN_ASSN * *CKNATN*

AA 002520

DECL B 083

EXHIBIT 12

EXHIBIT 12

AA 002521

DECL B 084

Inet #: 20140909-0000974

Fee: \$18.00

N/C Fee: \$0.00

09/09/2014 11:08:60 AM

Receipt #: 2146472

Requestor:

CORELOGIC

Recorded By: NJM Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

2

Recording Requested By:
Bank of America
Prepared By: Ralph Flores
800-444-4302

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823



DocID# 9028258423410976

Tax ID: 191-13-811-052

Property Address:

2763 White Sage Dr

Henderson, NV 89052-7093

NV0-ADT 30021075 7/28/2014 NPHASE2

This space for Recorder's use

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 does hereby grant, sell, assign, transfer and convey unto WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION FKA FIRST UNION NATIONAL BANK whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN, ITS SUCCESSORS AND ASSIGNS

Made By: GORDON B. HANSEN, AN UNMARRIED MAN

Trustee: JOAN H. ANDERSON

Date of Deed of Trust: 7/15/2004 Original Loan Amount: \$436,000.00

Recorded in Clark County, NV on: 7/22/2004, book N/A, page N/A and instrument number 20040722-0003507

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

 AUG 21 2014

BANK OF AMERICA, N.A., SUCCESSOR BY
MERGER TO BAC HOME LOANS SERVICING, LP,
FKA COUNTRYWIDE HOME LOANS SERVICING LP

By: 
Srbul Muraevan
Assistant Vice President

AA 002522

DECL B 085

State of California
County of Ventura

On AUG 21 2014 before me, Victoria Cook, Notary Public, personally appeared Srbul Muradyan, who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public: Victoria Cook
My Commission Expires: 6/28/16



(Seal)

DocID# 9028258423410976

AA 002523

DECL B 086

EXHIBIT 13

EXHIBIT 13

AA 002524

DECL B 087

Inet #: 20190308-0002790
Fees: \$40.00
03/08/2019 02:12:46 PM
Receipt #: 3651599
Requestor:
NATIONSTAR MORTGAGE LLC
Recorded By: DECHO Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: PRIORITY MAIL
Ofc: MAIN OFFICE

Assessor's/Tax ID No. 191-13-811-052

Recording Requested By:
NATIONSTAR MORTGAGE DBA MR. COOPER

When Recorded Return To:
DOCUMENT ADMINISTRATION
NATIONSTAR MORTGAGE DBA MR. COOPER
8950 CYPRESS WATERS BLVD
COPELL, TX 75019

20190308 02:12:46 PM

CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada
SELLER'S SERVICING #: [REDACTED] 5261 "HANSEN"

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: February 25th, 2019
Assignor: WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019
Assignee: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER at 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019

Executed By: GORDON B. HANSEN, AN UNMARRIED MAN. To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN

Date of Deed of Trust: 07/15/2004 Recorded: 07/22/2004 in Book: N/A Page: N/A as Instrument No.: 20040722-0003507 In the County of Clark, State of Nevada.

Property Address: 2763 WHITE SAGE DR, HENDERSON, NV 89052

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of \$436,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:
*VSR*VSRNATN*02/25/2019 10:04:59 AM* NATT01NATNA00000000000000521839*
NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * AM9*AM9NATT*

AA 002525

DECL B 088
NSM0412

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT
On February 25th, 2019

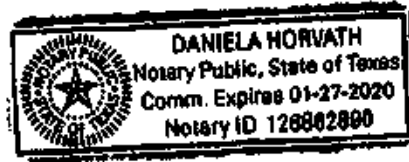
By: 
MOHAMED HAMEED, Vice-President

STATE OF Texas
COUNTY OF Dallas

On February 25th, 2019, before me, DANIELA HORVATH, a Notary Public in and for Dallas in the State of Texas, personally appeared MOHAMED HAMEED, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,


DANIELA HORVATH
Notary Expires: 01/27/2020 #128862890



(This area for notarial seal)

Mail Tax Statements To: GORDON HANSEN, 2763 WHITE SAGE DR, HENDERSON, NV 89052

*VSR*VSRNATN*02/25/2019 10:05:00 AM* NATT01NATNA00000000000000521839*
NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * AM9*AM9NATT*

AA 002526

DECL B 089
NSM0413

EXHIBIT 14

EXHIBIT 14

AA 002527

DECL B 090

VI WBCD LOAN # [REDACTED] 5232
MIN: [REDACTED]

NOTE

JULY 15, 2004
[Date]

HENDERSON,
[City]

NEVADA
[State]

2763 White Sage Dr, Henderson, NV 89052
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. **\$436,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **WESTERN THRIFT & LOAN, A FEDERALLY CHARTERED SAVINGS BANK**.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **6.250%**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **1ST** day of each month beginning on **SEPTEMBER 1, 2004**.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **AUGUST 1, 2034**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

**1101 W MOANA
SUITE 2
RENO, NV 89509**

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. **\$2,684.53**.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

Initials: *[Signature]*

VI. WESTERN THRIFT & LOAN # 500185232

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.


10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
GORDON HANSEN



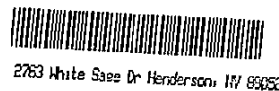
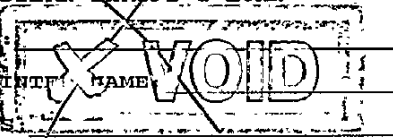
PAY TO THE ORDER OF
FLAGSTAR BANK, FSB
WITHOUT RECOURSE

WESTERN THRIFT & LOAN

BY:

PRINT NAME

ITS



[Sign Original Only]

PAY TO THE ORDER OF
Flagstar Bank, FSB

WITHOUT RECOURSE

Western Thrift + Loan
By: Lashunna Dinkins
Lashunna Dinkins
Loan Operations Associate

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

BY: David A. Spector
David A. Spector
Managing Director

PAY TO THE ORDER OF
Countrywide Home Loans, Inc.

WITHOUT RECOURSE
FLAGSTAR BANK, FSB

By: Melinda McNeal
Melinda McNeal, Vice President

By: Debra J. Beauvais
Debra J. Beauvais, Assistant Vice President



2763 White Sage Dr Henderson, NV 89052



5232

AA 002530

DECL B 093

NSM0260

Loan#: ██████████ 5261 Acum: N Inv: CBA Wells Fargo Frst Union 98 000000 Lien: 1
 ESTATE OF HANSEN Loan Type/Sub: 03 Conv/Unins / 00 Next Due: 1/01/12
 * Rate: 6.250 UnPaidBal: 389966.02 Pmt: 3203.36
 2763 WHITE SAGE DR #Pmts Delq: 00088 Delq Amt 332279.18 P#1: 2684.53
 HENDERSON NV 89052 Msg: #1: 91 #2: 08 #3: 62 LPR: 1/03/12 Stat: R
 Phone 1: H 999-999-9999 W ██████████ Phone 2: H W
 FCBA Code: PFP: W/Ext: SCRA: N Behavioral Score: 000 W/Ext:
 Potential Del: 004 Eligibility Code: D Complaint Risk: Credit Score: 783
 Instructions:

BRAND: NSM BORROWERS 001

* Entered By Target Class ----- First Comment -----

██

```

- 01/30/19 MISOPS 01/30/19 CE CHK#:1001636135 DSB AMT: 15.00 DATE
- 01/25/19 ** 01/25/19 PI PROPERTY INSPECTION RESULTS RECEIVED
- 01/26/19 ** 00/00/00 CL PROPERTY INSPECTION COMPLETED
- 01/25/19 MISOPS 01/25/19 CE CHK#:0000000000 DSB AMT: 993.66 DATE
- 01/24/19 ** 01/24/19 PI PROPERTY INSPECTION RESULTS RECEIVED
- 01/25/19 ** 00/00/00 CL PROPERTY INSPECTION COMPLETED
- 01/18/19 MISOPS 01/18/19 CE CHK#:0000000000 DSB AMT: 500.39 DATE
  
```

* I=Inquiry, U=Update, C=Clear (Highlighted lines show the Uncleared items) *

Page Up/Dn F1=Detail Comm. F2=Excl Cleared F4=List F5=Exec Comm
 F7=Next Loan F8=Prv Loan F9=Loan Info F10=Add F11=Dsp Master
 F12=Return F13=Door F15=Delq Hist

EXHIBIT 15

EXHIBIT 15

AA 002532

DECL B 095

Inst #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2015 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:

(3)

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.

AA 002533

DECL B 096

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

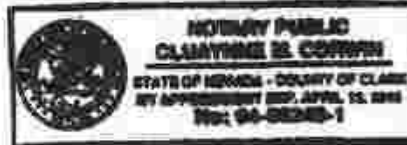
Signed, sealed and delivered in presence of:

yeun Lee
Grantor yeun Lee Manager

State of Nevada)
County of Clark) ss

On this 8th day of June, 2015, before me, Cheryne M. Corwin, 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: Cheryne M. Corwin

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
 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 A Stokes and Sandra Stokes Jim Jack Irrevocable Trust
 Address: 5 Summit Walk Trail
 City: Henderson
 State: Nevada Zip: 89052

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 16

EXHIBIT 16

AA 002536

DECL B 099

Inet #: 20190501-0003348

Fees: \$40.00

RPTT: \$0.00 Ex #: 007

05/01/2019 04:12:04 PM

Receipt #: 3099653

Requestor:

JOEL STOKES

Recorded By: VELAZN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

APN: 191-13-811-052

Recording requested by and mail
document and tax statements to:

Name: Joel A. Stokes

Address: 2763 White Sage Dr.

City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 1st day of May, 2019, by Joel A. Stokes
and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantor(s)"),
whose address is 2763 White Sage Dr., Henderson, Nevada 89052, to Joel A. Stokes. (hereinafter
"Grantee(s)") whose address is 2763 White Sage Dr., Henderson, Nevada 89052

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar
USD (\$1.00) paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby
remit, release and quitclaim unto the said Grantee 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:

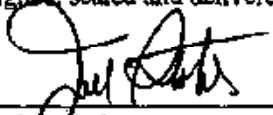
2763 White Sage Dr., Henderson, Nevada 89052


More particularly described as: APN 191-13-811-052

SUN CITY ANTHEM UNIT# 19, PHASE 2, PLAT BOOK102, PAGE 80, LOT 85, BLOCK 4,
CLARK COUNTY , NV

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:


Joel A. Stokes, as trustee of the
Jimijack Irrevocable Trust


Sandra F. Stokes, as trustee of the
Jimijack Irrevocable Trust

State of Nevada)
) ss
County of Clark)

On this 1 day of May, 2019, before me, Jason Randall Short, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the persons of Joel A. Stokes, as trustee of the Jimijack Irrevocable Trust, and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this Quitclaim Deed; and, acknowledged to me that they executed the same in their capacity, and that by their signatures on this instrument did execute the same.

WITNESS my hand and official seal,

Signature: 



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/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 \$ 406,580
 b. Deed in Lieu of Foreclosure Only (value of property) _____
 c. Transfer Tax Value: ~~\$ 406,580~~
 d. Real Property Transfer Tax Due \$ 0

4. If Exemption Claimed:
 a. Transfer Tax Exemption per NRS 375.090, Section 7
 b. Explain Reason for Exemption: a transfer of title from a trust without consideration to some individual

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 375.036, the Buyer and Seller shall be jointly and severally liable for any additional amount owed

Signature [Signature] Capacity: Grantee
 Signature [Signature] Capacity: Grantor

SELLER (GRANTOR) INFORMATION (REQUIRED)
 Print Name: Jimjack Irrevocable Trust
 Address: 2763 White Sage Dr.
 City: Henderson
 State: Nevada Zip: 89052

BUYER (GRANTEE) INFORMATION (REQUIRED)
 Print Name: Joel A. Stokes
 Address: 2763 White Sage Dr.
 City: Henderson
 State: Nevada Zip: 89052

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: Joel A. Stokes Escrow # _____
 Address: 2763 White Sage Dr.
 City: Henderson State: Nevada Zip: 89052

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 17

EXHIBIT 17

AA 002540

DECL B 103

A-15-720032-C Joel Stokes, Plaintiff(s)
vs.
Bank of America NA, Defendant(s)

May 21, 2019 09:00 AM Status Check: Settlement Documents
HEARD BY: Kishner, Joanna S. COURTROOM: RJC Courtroom 12B
COURT CLERK: Botzenhart, Susan
RECORDER: Harrell, Sandra
REPORTER:

PARTIES PRESENT:

David Ochoa Attorney for Cross Defendant, Defendant
Donna Wittig Attorney for Counter Claimant, Other
Joseph Y. Hong Attorney for Counter Defendant, Plaintiff, Trustee
Linvel J Coppedge Attorney for Counter Claimant, Cross Claimant, Intervenor
Nona Tobin Counter Claimant, Counter Claimant, Counter Claimant, Cross Claimant, Cross Claimant, Intervenor, Intervenor, Intervenor

JOURNAL ENTRIES

Mr. Hong appeared telephonically through Court Call. Ms. Wittig informed the Court parties were going along with settlement, however, there was a motion for reconsideration filed on the HOA's motion for summary judgment; further noting she believes her client needs to wait until the Court rules on the motion for reconsideration in order to finish the settlement, the settlement agreement was drafted and was executed, however, her client is waiting on transfer of funds until after the motion for reconsideration is heard, as this could affect the settlement. Mr. Hong confirmed the settlement documents were signed, and in terms of payment, his client is waiting for the ruling on the motion for reconsideration. Mr. Coppedge stated his client had requested for him to withdraw from the case, to proceed pro se, and there is a motion pending on this. Mr. Ochoa requested Court to hear the motion for reconsideration first, further noting an objection was filed, the other parties are attempting to settle to resolve all issues; and he would request Calendar Call be heard after the decision on the motion for reconsideration. Parties made no objection to moving the Calendar Call. Upon Court's inquiry, Mr. Coppedge estimated 1 binder of exhibits as to Nona Tobin; and Mr. Hong confirmed his client will have no exhibits. COURT ORDERED, Motion for reconsideration and Calendar Call are RESET. Following objections by counsel, COURT ADDITIONALLY ORDERED, hearing SET on the Motion to substitute. Oppositions and any joinders are due May 24, 2019 by 3:00 p.m. Trial exhibits and any required trial documents for the Court are due at time of Calendar Call.

5/29/19 8:30 A.M. CROSS-CLAIMANT NONA TOBIN'S MOTION FOR RECONSIDERATION...MOTION TO SUBSTITUTE REAL PARTY IN INTEREST AND TO WITHDRAW AS COUNSEL OF RECORD FOR COUNTERCLAIMANT NONA TOBIN ON ORDER SHORTENING TIME

6/03/19 8:45 A.M. CALENDAR CALL

6/05/19 10:00 A.M. BENCH TRIAL (3 DAYS)

A-15-720032-C

EXHIBIT 18

EXHIBIT 18

Inst #: 20190506-0001022

Fees: \$40.00

05/06/2019 08:20:44 AM

Receipt #: 3702342

Requestor:

LAW OFFICES OF MUSHKIN & AS

Recorded By: TAH Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 191-13-811-052

(11 digit Assessor's Parcel Number may be obtained at: <http://redrock.co.clark.nv.us/assrealprop/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Notice of Lis Pendens

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Mushkin Cica Coppedge

RETURN TO: Name Mushkin Cica Coppedge

Address 4495 South Pecos Road

City/State/Zip Las Vegas, NV 89121

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.

To print this document properly, do not use page scaling.

P:\Common\Forms & Notices\Cover Page Template Oct2017



1 MICHAEL R. MUSHKIN, ESQ.
Nevada Bar No. 2421
2 L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
3 MUSHKIN CICA COPPEDGE
4 4495 South Pecos Road
Las Vegas, Nevada 89121
5 Telephone: 702-454-3333
6 Fax: 702-386-4979
7 michael@mccnvlaw.com
jcoppedge@mccnvlaw.com

8 *Attorneys for Nona Tobin, an individual and*
9 *as Trustee of the Gordon B. Hansen Trust*

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 JOEL A. STOKES and SANDRA F.
13 STOKES, as trustee of the JIMJACK
14 IRREVOCABLE TRUST,

Case No.: A-15-720032-C
Consolidated with: A-16-730078-C

15 **Plaintiffs,**
16 **vs.**

Department: XXXI

17 **BANK OF AMERICA, N.A.;**
18 **Defendant.**

NOTICE OF LIS PENDENS

19 **NATIONSTAR MORTGAGE, LLC,**
20 **Counter-Claimant,**
21 **vs.**

22 **JIMJACK IRREVOCABLE TRUST,**
23 **Counter-Defendant.**

24
25 **CAPTION CONTINUES BELOW**
26
27
28

1
2 NONA TOBIN, an individual, and Trustee of
3 the GORDON B. HANSEN TRUST. Dated
4 8/22/08

5 Counter-Claimant,

6 vs.

7 JOEL A. STOKES and SANDRA F.
8 STOKES, as trustees of the JIMJACK
9 IRREVOCABLE TRUST, SUN CITY
10 ANTHEM COMMUNITY ASSOCIATION,
11 INC., YUEN K. LEE, an Individual, d/b/a
12 Manager, F. BONDURANT, LLC, DOES 1-
10, AND ROE CORPORATIONS 1-10,
11 inclusive,

12 Counter-Defendants.

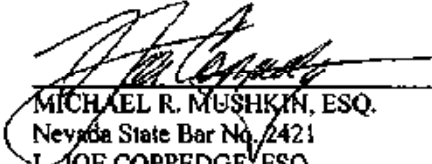
13 **NOTICE OF LIS PENDENS**

14 NOTICE IS HEREBY GIVEN that litigation is pending in the above-entitled Court
15 between the above-named parties, and the resulting litigation and orders may affect title to real
16 property commonly known as 2763 White Sage Drive, Henderson, Clark County Nevada,
17 Assessor Parcel Number 191-13-811-052 (the "Property"), and more particularly described as
18 follows:

19 Lot Eighty-Five (85) in Block Four (4) of Final Map of Sun City
20 Anthem Unit No. 19 Phase 2, as shown by Map thereof on File in
21 Book 102 of Plats, Page 80, in the Office of the County Recorder,
22 Clark County, Nevada.

23 DATED this 30 day of April, 2019

24 MUSHKIN • CICA • COPPEDGE

25 
26 MICHAEL R. MUSHKIN, ESQ.

27 Nevada State Bar No. 2421

28 L. JOE COPPEDGE, ESQ.

Nevada State Bar No. 4954

4495 S. Pecos Road

Las Vegas, Nevada 89121

Page 2 of 2

EXHIBIT 19

EXHIBIT 19

Inet #: 20190523-0003531

Fees: \$40.00

05/23/2019 03:10:20 PM

Receipt #: 3719436

Requestor:

BOSTON NATIONAL TITLE AGENC

Recorded By: RYUD Pgs: 30

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Recording Requested by:
Civic Financial Services, LLC

And After Recording Return To:
Civic Financial Services, LLC
2015 Manhattan Beach Blvd, Suite 106
Redondo Beach, CA 90278

APN: #191-13-811-052

Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing

Loan Number: 0119048046

1. Definitions

Words used in multiple sections of this document are defined below and other words are defined in Sections 3.3, 3.10, 3.12, 3.17, 3.18, and 3.19. Certain rules regarding the usage of words used in this document are also provided in Section 3.15.

"Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

"Borrower" is JOEL A. STOKES; BORROWER'S ADDRESS IS 4791 Fiore Bella Boulevard, Las Vegas, NV 89135; Borrower is the trustor under this Security Instrument.

"Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

"Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfer initiated by telephone, wire transfers, and automated clearinghouse transfers.

"Escrow Items" means those items that are described in Section 3.3.

"Lender" is CIVIC FINANCIAL SERVICES, LLC; Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of CALIFORNIA; Lender's address is 2015 MANHATTAN BEACH BLVD

“Loan” means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

“Miscellaneous Proceeds” means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverage described in Section 3.5.) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

“Mortgage Insurance” means insurance protecting Lender against the nonpayment of, or default on, the Loan.

“Note” means the promissory note signed by Borrower and dated May 21, 2019. The Note states that Borrower owes Lender Three Hundred Fifty-Five Thousand Dollars and Zero Cents Dollars (US\$355,000.00) plus interest; Borrower has promised to pay interest on this debt in regular Periodic Payments and to pay the debt in full not later than June 01, 2020.

“Periodic Payment” means the regularly scheduled amount due for (i) interest under the Note, plus (ii) any amounts payable under Section 3.3 of this Security Instrument.

“Property” means the property that is described below under the heading “Transfer of Rights in the Property”.

“RESPA” means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation that governs the same subject matter. As used in this Security Instrument, “RESPA” refers to all requirements and restrictions that are imposed in regard to a “federally related mortgage loan” even if the Loan does not qualify as a “federally related mortgage loan” under RESPA.

“Riders” means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower:

- | | |
|--|--|
| <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Revocable Trust Rider | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Other: |

“Security Instrument” means this document, which is dated May 21, 2019 together with all Riders to this document.

“Successor in Interest of Borrower” means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

“Trustee” is Boston National Title Agency LLC
15 75 Delucchi Lane Suite 115 Unit 29, Reno, Washoe 89502

2. Transfer of Rights in the Property

This Security Instrument secures to Lender:

- (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and,
- (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.

For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

STATE: NV

COUNTY: Clark

Type of Recording Jurisdiction	Name of Recording Jurisdiction	A.P.N.
County	Clark	191-13-811-052

Which currently has the address of: 2763 White Sage Drive, Henderson, NV 89052
more fully described by the legal description attached as Exhibit A.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "**Property**".

BORROWER REPRESENTS, WARRANTS AND COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

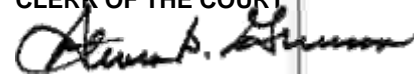
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

3. Uniform Covenants

Borrower and Lender covenant and agree as follows:

3.1 Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges

Borrower shall pay when due the Principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3.3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any



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ORDR

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

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

Counterclaimant,

vs.

JOEL A. STOKES AND SANDRA F.
STOKES, as Trustees of the JIMI JACK
IRREVOCABLE TRUST; YUEN K.
LEE, an individual, d/b/a
Manager, F. BONDURANT, LLC.,

Counter-Defendants.

Case No.: A-15-720032-C

Consolidated with A-16-730078-C

FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT¹

This matter, having come on for Bench Trial commencing on June 5th and
6th, 2019, with L. Joe Coppedge appearing on behalf of Counterclaimant the
Gordon B. Hansen Trust, dated 8/22/08; and Joseph Hong appearing on behalf
of all Counter-Defendants. All parties having an opportunity to present their

¹ The consolidated cases commenced with multiple parties being named and the initial caption read in part, "Joel A. Stokes and Sandra F. Stokes as trustees of the Jimijack Irrevocable Trust Plaintiffs, vs, Bank of America N.A. Defendants, et. al". All claims by all other parties, other than those of the Counterclaimant against Counter-Defendants have either been resolved or eliminated due to rulings of the Court. Thus, the only claims that were asserted to remain for trial were the Counterclaimant's claims against Counter-Defendants. Accordingly, the caption, as set forth above, correctly sets forth the parties that were asserted to have remained for purposes of trial.

1 case, the Court having considered the evidence, the previous Orders and
2 Judgments in this case, and good cause appearing therefore, enters the
3 following Findings of Fact and Conclusions of Law:

4 **FINDINGS OF FACTS**

5
6 1. Counterclaimant, the Gordon B. Hansen Trust Dated 8/22/08
7 ("Hansen Trust") claims in intervention against Counter-Defendants, Joel A.
8 Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust
9 ("Jimijack"); and Yuen K. Lee, an individual d/b/a Manager F. Bondurant, LLC.
10 ("Lee"), involving a real property commonly known as 2763 White Sage Drive,
11 Henderson, Nevada 89052, APN 191-13-811-052 (the "Subject Property") were
12 the only remaining claims set for trial to commence on June 5, 2019.

13
14 2. On January 11, 2017, the Hansen Trust intervened in the present
15 action via Order, with Notice of Entry thereof, filed on January 12, 2017. The
16 Hansen Trust alleged claims of Quiet Title and Equitable Relief, Civil Conspiracy,
17 Fraudulent Conveyance, Unjust Enrichment, and Breach of Contract against the
18 Sun City Anthem Community Association ("HOA"). The Hansen Trust alleged
19 claims for Quiet Title and Equitable Relief, Fraudulent Re-conveyance, Unjust
20 Enrichment, Civil Conspiracy, and Injunctive Relief against Jimijack. The Hansen
21 Trust alleged claims for Fraudulent Conveyance, Quiet Title and Equitable Relief,
22 and Civil Conspiracy against Lee d/b/a F. Boudurant. The Hansen Trust
23 alleged claims for Quiet Title and Equitable Relief, Breach of Contract, Equitable
24 Relief (stet) and Civil Conspiracy against Opportunity Homes and Thomas Lucas.
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1 The essence of the Hansen Trust's claims in the consolidated cases was
2 asserted to be that it sought to void the HOA foreclosure sale of the Subject
3 Property. In each of the pleadings filed against each of the respective parties,
4 the Hansen Trust set forth that Nona Tobin was the Trustee of the Hansen Trust
5 dated 8/22/08, and that the claims were brought by the Trustee of the Hansen
6 Trust on behalf of the Trust. Given it was asserted in all of the claims in the
7 respective pleadings that the Hansen Trust was the purported owner of the
8 property at issue at the time of the foreclosure sale, and that Ms. Tobin was the
9 successor Trustee, the Court finds that the pleadings are consistent with the
10 intention of the Court's Order granting intervention by the Hansen Trust. There
11 was no intention by the Court to grant intervention to Ms. Tobin as an individual
12 as there was no assertion in the January 2017 Motion to Intervene or in what
13 were titled "cross-claims" and "counter-claims" that anyone or entity had asserted
14 any joint or other form of ownership right with the Hansen Trust at the time of the
15 foreclosure at issue.²
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20 ² The Court notes that on May 24, 2019, less than two weeks before trial was to commence,
21 Counterclaimant filed a "Supplement" without leave of Court which had a "quitclaim deed" dated
22 March 27, 2017 attached. It was contended that Ms. Tobin as the successor trustee of the
23 Hansen Trust quitclaimed to herself as an individual effective March 27, 2017 whatever interest
24 the Hansen Trust had in the subject property for no consideration. While the Court takes no
25 position as to whether the quitclaim deed was proper within the terms of the trust as the Court
26 was not shown the trust nor did anyone testify as to the language of the trust, the Court notes that
27 the Court Record shows that in a prior pleading there were representations by Counterclaimant
28 through its Trustee, Ms. Tobin, that she was one of two beneficiaries of the Trust. Second, even
if the Court were to view the Supplement and its attachment as allowable, from a chronological
standpoint, the purported transfer of ownership rights (whatever they were purported to be) did
not take place until about two months after there was Notice of Entry of the Order on the Motion
to Intervene which granted intervention to the Hansen Trust only in the present case. Thus,
regardless of whether the "quitclaim deed" was valid or not, Ms. Tobin was not a proper party to
the instant litigation as there was no timely request for her to intervene or any legal authority

1 3. After the Hansen Trust filed what it asserted to be "cross-claims"
2 and a "counter-claim", various pleadings were filed by the Intervenor Hansen
3 Trust in which the phrase "Nona Tobin as an individual" was set forth in the
4 caption and in some cases in the body of the document, despite the fact the
5 Motion to Intervene was filed by the Trustee on behalf of the Trust and
6 Intervention was only granted to the Hansen Trust. From a review of the Court
7 Record, it appears that other parties to the action also included the incorrect
8 caption that had been used by Intervenor Hansen Trust in some of their
9 pleadings. It was not until a couple of months before trial was to commence in
10 2019 that the error was brought to the attention of the Court. In 2019³, the Court
11 was informed, and the Odyssey Record of the Eighth Judicial District confirms,
12 that contrary to the scope of the Intervention granted by the Court, at some point
13 in 2017 the Hansen Trust inserted Ms. Tobin's name incorrectly in the caption
14 and then used her name in an individual capacity at some points in pleadings. In
15 those same pleadings, however, the nature of the actions relating to the
16 ownership of the property which was purportedly was owned by the Hansen
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21 presented to the Court that she could intervene on her own behalf after she contended that she
22 quitclaimed whatever interest the Hansen Trust purportedly had on or about March 27, 2017. As
23 intervention by Ms. Tobin as an individual as distinct from her role as trustee was not timely or
24 properly presented and hence was not granted, the Court finds that the trial properly commenced
25 and concluded between the only parties that remained in the case.

26 ³ Indeed, at hearing(s) in 2019 after the Court was put on notice of what had occurred, in the
27 presence of Ms. Tobin who was present as Trustee of the Hansen Trust with her counsel, the
28 Court reminded all parties that it needed to strike pleadings that had been filed by Ms. Tobin
herself. The Court confirmed with the parties that Ms. Tobin's role was solely as Trustee of the
Hansen Trust and the Hansen Trust was represented by counsel. See, e.g. Hearing of April 23,
2019, where the Court was informed, and then subsequent hearings where Ms. Tobin was
present with her counsel where the issue was again communicated.

1 Trust at the time of the foreclosure remained the same. Further, there was no
2 request of the Court, nor any grant of intervention by the Court, to allow Ms.
3 Tobin to appear as an individual. Instead, Ms. Tobin's role was as Trustee of the
4 Hansen Trust.

5
6 4. On April 27, 2017, the Court heard Lucas and Opportunity Homes
7 Motions for Summary Judgment and ruled thereon. There were other pending
8 Motions including the HOA Motion to Dismiss the Hansen Trust's claims and
9 related counter motions, which at the request of those who were present, were
10 continued. The Court was informed that the Hansen Trust was not represented
11 by counsel as required by EDCR 7.42. The remaining hearings were then reset
12 to May 23rd and then May 25th to allow the Hansen Trust to obtain counsel and
13 be prepared. On May 25th, 2017, the parties withdrew some of the pending
14 Motions and requested that the ruling on others, including the HOA's Motion to
15 Dismiss as to all of the Hansen's Trust's claims, be deferred as some of the
16 parties were seeking NRED mediation.

17
18 5. At the parties' request, the Court did not rule on those pending
19 Motions. On September 19, 2017, the parties filed a Stipulation and Order and
20 the following day they filed Notice of Entry Thereof. The Stipulation addressed
21 all of the Counterclaimant Hansen Trust's claims with the HOA. Pursuant to the
22 Stipulation and Order, the HOA's Motion, as it applied to the Hansen Trust (and
23 to the extent that Ms. Tobin asserted at the time she was a party), was dismissed
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1 other than the quiet title claim.⁴ The Stipulation filed on September 17th provided:

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- 1. That all claims against the HOA be dismissed without prejudice for the parties to attend mediation.
- 2. That the Court does not make a decision as to the quiet title claim at this time.
- 3. That the Court does not make any determination as to actions taken after the filing of the HOA's Motion at this time.
- 4. That the Counter-Motion(s) filed by Nona Tobin an Individual and Trustee of the Gordon B Hansen Trust be withdrawn without prejudice at this time.

ORDER

Based on the stipulations of the parties:

THE COURT ORDERS: All claims against Sun City Anthem Community Association are dismissed without prejudice to attend NRED mediation, except for the quiet title claim.

THE COURT ORDERS the counter-motions filed March 3, 2017 and March 31, 2017 be WITHDRAWN WITHOUT PREJUDICE.

THE COURT FUTHER ORDERS the Motion to Dismiss is GRANTED, pursuant to a stipulation of the parties to all claims other than quiet title

⁴ At the time of the Stipulation in 2017, the Court had not been informed that Ms. Tobin was not a proper party but merely an individual who had incorrectly been added to the caption. Placing oneself on a caption or in a pleading does not confer party status on that individual when intervention is only granted to the entity who claimed an interest in the property at the time of the foreclosure.

1 THE COURT FURTHER ORDERS the Motion to
2 Dismiss is DENIED WITHOUT PREJUDICE in regards
3 to the quiet title claim.

4 6. In light of the parties Stipulation to attend NRED mediation, the
5 case was pending until the Court received notice that the NRED mediation had
6 been completed. A Notice of completion of mediation was filed in November
7 2017. Thereafter, in April 2018, the HOA filed an Answer to the only remaining
8 claim between it and the Hansen Trust—i.e. Quiet Title. That was the only
9 remaining claim pursuant to the parties Stipulation the preceding September.

10 7. In February 2019, the HOA filed a Motion for Summary Judgment
11 with a limited Joinder by Nationstar.⁵ At the request of the parties, the matter
12 was heard on March 26, 2019. After a full oral argument, and taking fully into
13 account the pleadings as well as the allowable evidence and oral argument, the
14 Court GRANTED the HOA's Motion and Nationstar's limited Joinder thereto. The
15 Court set forth its reasoning in open Court and then detailed its reasoning in the
16 Findings of Fact and Conclusions of Law and Judgment thereon, which were filed
17 on or about April 17, 2019 ("FFCL"). Notice of Entry was filed on April 18, 2019.

18 8. In its ruling on the HOA's Motion for Summary Judgment, the Court
19 expressly found that "the totality of the facts evidence that the HOA properly
20 followed the process and procedures in foreclosing upon the Property." See
21 *FFCL filed on April 17, 2019, page 9, lines 5-6*. The Court, therefore, granted the
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25 ⁵ That same month Nationstar, Opportunity Homes, and F. Bonderant filed a Stipulation to
26 Dismiss with respect to their claims vis a vis each other. The parties also filed a Stipulation to
27 Reform the Caption.

1 HOA's Motion for Summary Judgment as to the Hansen Trust's claim against the
2 HOA for Quiet Title and Equitable Relief in seeking to void the HOA foreclosure
3 sale. *See FFCL filed on April 17, 2019.*

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5 9. On April 23, 2019, at the hearing for Nationstar's Motion for
6 Summary Judgment, the Court was informed that the only parties remaining in
7 the case due to rulings and resolutions were Counterclaimant Hansen Trust, the
8 Stokes on behalf of Jimijack and Lee d/b/a F. Bondurant. The Court was
9 informed that prior captions had incorrectly set forth that Ms. Tobin was a party in
10 her individual capacity. The Court was further informed and shown that
11 Intervenor status had only been granted to the Hansen Trust which Ms. Tobin
12 acted in the capacity of Trustee. Ms. Tobin, according to the official record of the
13 consolidated cases, had never been granted leave to intervene as an individual.
14 In light of the fact there was a pending resolution between various entities, but
15 there were still counterclaims outstanding involving the Hansen Trust, the Pre-
16 Trial Conference set for April 25, 2019, remained on calendar so that the trial
17 could be set with respect to the remaining claims of the Hansen Trust.
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20 10. At that same April 23rd hearing, due to the fact that Ms. Tobin had
21 filed documents on her own whilst the Trust was represented by counsel, those
22 purported pleadings filed by Ms. Tobin were considered rogue documents. Since
23 they were rogue documents, they were stricken in accordance with the rules.

24
25 11. On April 29, 2019, the Hansen Trust filed a Motion for
26 Reconsideration of the Court's ruling on the HOA's Motion for Summary
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1 Judgment. The hearing on the Motion was held on May 29, 2019. After full oral
2 argument and a review of the pleadings, the Motion was denied.⁶ On May 30,
3 2019, the Court entered its Order Denying the Hansen Trust's Motion for
4 Reconsideration of its ruling granting Summary Judgment in favor of the HOA.
5 The denial was based both on procedural and substantive grounds. The Order
6 Denying the Motion for Reconsideration was filed on May 31, 2019, and the
7 Notice of Entry of same was filed on May 31, 2019.
8

9 12. On June 5, 2019, the Bench Trial commenced. Ms. Tobin testified
10 on behalf of Counterclaimant. Counterclaimant did not call any other witnesses.
11 After a full trial on the merits of the case, and taking into account the evidence
12 the Court can take into account, the Court finds that Counterclaimant did not
13 meet her burden by a preponderance of the evidence on any of her claims for
14 Quiet Title and Equitable Relief, Fraudulent Reconveyance, Unjust Enrichment,
15 Civil Conspiracy and Injunctive Relief as alleged against Jimijack.
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17 8. After a full trial on the merits of the case, and taking into account
18 the evidence the Court can take into account, the Court further finds that
19 Counterclaimant did not meet her burden by a preponderance of the evidence on
20 any of her claims for Fraudulent Conveyance, Quiet Title and Equitable Relief
21 and Civil Conspiracy against Lee on behalf of F. Bonderant.
22

23 **CONCLUSIONS OF LAW**

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25 ⁶ At that hearing, the Court again reminded Ms. Tobin and her counsel that it was not proper for
26 Ms. Tobin, who was represented by counsel, to file documents on her own and also that her role
27 in the consolidated cases was as Trustee for the Hansen Trust consistent with the Court's ruling
28 in 2017 on the Motion to Intervene.

1 1. NRS Chapter 116 specifically authorizes a homeowners'
2 association to foreclose on the entirety of its delinquent assessment lien against
3 the homeowner. *See NRS 116.31162-116.31168*. In this case, the Court has
4 found that the HOA complied with the statutes, all required notices were
5 provided, there was a default when the power of sale was exercised, and the
6 HOA had the authority to foreclose upon the Subject Property. *See FFCL filed*
7 *on April 17, 2019*. Thus, pursuant to NRS Chapter 116, any and all rights and
8 interests the Hansen Trust had in the Subject Property was divested and
9 extinguished at the time of the HOA foreclosure sale.
10

11 2. "A valid and final judgment on a claim precludes a second action
12 on that claim or any part of it." *Univ. of Nev. v. Tarkanian*, 110 Nev. 581, 599
13 (1994). Claim preclusion applies when: "(1) the parties or their privies are the
14 same; (2) the final judgment is valid; and (3) the subsequent action is based on
15 the same claims or any part of them that were or could have been brought in the
16 first case." *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1054 (2008). The
17 Hansen Trust's claim for Quiet Title/Equitable Relief in seeking to void the HOA
18 sale was fully adjudicated by the Court pursuant to the HOA's Motion for
19 Summary Judgment wherein the Court entered its FFCL, which was filed on
20 April 17, 2019. The Hansen Trust, therefore, cannot re-litigate the same claim or
21 any part thereof. The other claims also fail as they request the Court make a
22 ruling inconsistent with its ruling on the Motion for Summary Judgment.
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25 3. "The doctrine of the law of the case cannot be avoided by a more
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1 detailed and precisely focused argument subsequently made after reflection
2 upon the previous proceedings." *Hall v. State*, 91 Nev. 314, 316, 535 P.2d 797,
3 799 (1975). The Court's FFCL granting Summary Judgment in favor of the HOA
4 that was filed on April 17, 2019, is the law of the case as to the Hansen Trust's
5 claim for Quiet Title and Equitable Relief in seeking to void the HOA sale. The
6 Hansen Trust, therefore, cannot avoid the doctrine of the law of the case which
7 not only precludes its Quiet Title and Equitable Relief claims but since its other
8 claims against Jimijack and Lee and contingent upon a finding in its favor on the
9 quiet title claim or the premises upon which it is built, those claims fail as well.
10

11 4. In addition to the claims already being precluded given there is
12 both issue preclusion through law of the case, in the present matter, the Court
13 had also denied the Counterclaimant's Motion for Reconsideration shortly before
14 the trial commenced. Thus, the Court had already reviewed its decision both
15 procedurally and substantively. Accordingly, the law of the case in the present
16 action would apply for the independent reason that the underlying decision had
17 already been reviewed and re-affirmed by the Court.
18

19 5. Even if Counterclaimant could try to contend that any of its claims
20 were not barred by issue and claim preclusion, then Counterclaimant's claims all
21 still fail as it failed to meet its burden of proof on any of its claims. Specifically,
22 Ms. Tobin as Trustee for the Hansen Trust conceded on direct examination that
23 the house had been subject to multiple short sale potential escrows as the
24 house was in default with the lender. She also conceded that there was a late
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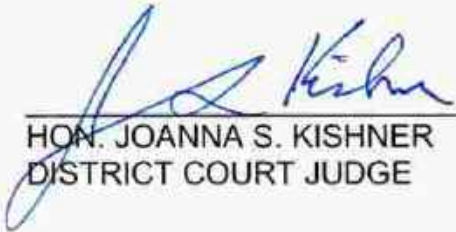
1 payment to the HOA. Thus, at least \$25.00 was owed to the HOA at some
2 point. While she disagreed whether the HOA could assess the charges that she
3 asserted were added to the Hansen Trust account as a result of the Hansen
4 Trust's failure to pay its dues on time, she provided no evidence that the charges
5 were inaccurate or impermissible. She also testified that she received a Notice
6 of Foreclosure Sale on the property. She failed to identify any individuals with
7 whom the Hansen Trust had a contract with or any individuals who engaged in a
8 purported conspiracy. Thus, the testimony of the Trustee of the Hansen Trust
9 demonstrated that the Hansen Trust could not meet its burden on any of the
10 claims asserted against any of the Counter-Defendants. The failure of
11 Counterclaimant to meet its burden of proof is an independent basis which
12 requires the Court to find in favor of Counter-Defendants and against
13 Counterclaimant.
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16 **THEREFORE, PURSUANT TO THE ABOVE FINDINGS OF FACT AND**
17 **CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED, AND**
18 **DECREED** that Judgment shall be entered in favor of Jimijack and Lee and
19 against the Hansen Trust as to all claims alleged against them by the Hansen
20 Trust.
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22 **IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED**
23 that the Lis Pendens recorded against the Subject Property by the Hansen Trust
24 shall be cancelled and expunged.
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1 Counsel for Counter-Defendants is directed pursuant to NRCP 58 (b) and
2 (e) to file and serve Notice of Entry of the Court's findings and Judgment within
3 fourteen days hereof.

4 IT IS SO ORDERED this 24th day of June, 2019.

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9 HON. JOANNA S. KISHNER
10 DISTRICT COURT JUDGE
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CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of this Order was served via Electronic Service to all counsel/registered parties, pursuant to the Nevada Electronic Filing Rules, and/or served via in one or more of the following manners: fax, U.S. mail, or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

ALL PARTIES SERVED VIA E-SERVICE


TRACY L. CORDOBA-WHEELER
Judicial Executive Assistant