

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

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

5                   Appellants,

6                   vs.

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

15                  Respondents.

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Dec 19 2019 05:06 p.m.  
Elizabeth A. Brown  
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 XIV of XIV**

18                   Michael R. Mushkin  
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<b>Volume</b>	<b>Document</b>	<b>Bates No.</b>
I	Affidavit of Nona Tobin in Support of Nona Tobin and Steve Hansen's Motion to Intervene	AA 000151 - AA 000163
V	Amended Notice of Entry of Stipulation and Order Reforming Caption	AA 001025 - AA001034
XIV	Amended Transcript of Proceedings of Pretrial Conference to Correct Attorney Name Only 04/25/19	AA 002837 - AA 002860
XIV	Amended Transcript to Correct Title of Motion: Third Parties Nona Tobin and Steve Hansen's Motion to Intervene 09/29/16	AA 002885 - AA 002899
XIV	Case Appeal Statement	AA 002865 - AA 002869
I	Complaint	AA 000001- AA 000009
X	Counterclaimant, Nona Tobin's [Proposed] Findings of Fact and Conclusions of Law	AA 001906 - AA 001921
V	Cross-Claimant Nona Tobin's Opposition to Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 000879 - AA 000994
IV	Cross-Defendant Sun City Anthem Community Association's Answer to Cross-Claims by Nona Tobin, An Individual and Trustee of the Gordon B. Hansen Trust	AA 000644 - AA 000651
IV	Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 000652 - AA 000826
III	Cross-Defendant Sun City Anthem Community Association's Motion to Dismiss Nona Tobin's Cross-Claims	AA 000519 - AA 000529
VIII	Cross-Defendant Sun City Anthem Community Association's Opposition to Cross-Claimant Nona Tobin's Motion for Reconsideration	AA 001356 - AA 001369
V	Cross-Defendant Sun City Anthem Community Association's Reply in Support of its Motion for Summary Judgment	AA 000995 - AA 001008
I	Defendant in Intervention Nationstar Mortgage, LLC's Answer to Plaintiffs' Complaint and Counterclaim	AA 000057 - AA 000126
III	Disclaimer of Interest	AA 000530 - AA 000534
V	Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 001035 - AA 001044
III	Initial Appearance Fee Disclosure	AA 000424 - AA 000426
I	Jimijack Irrevocable Trust's Motion to Consolidate Case No. A-16-730078-C and Case No. A-15-720032-C	AA 000136 - AA 000140

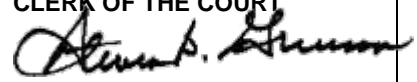
1		Joel Stokes and Sandra F. Stokes, As Trustees of the JimiJack Irrevocable Trust's, Joinder to Sun City Anthem Community Association's Opposition to Nona Tobin's Motion for Reconsideration	AA 001373 - AA 001375
2	VIII		
3	I	Judgment by Default Against Defendant Bank of America	AA 000010 - AA 000011
4	VI	Motion for Reconsideration (Part 1)	AA 001102 - AA 001300
5	VII	Motion for Reconsideration (Part 2)	AA 001301 - AA 001353
6	II	Motion to Intervene into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078	AA 000164 - AA 000281
7	I	Motion to Substitute Party, Intervene and Set Aside Default Judgment	AA 000012 - AA 000056
8	IV	Nationstar Mortgage, LLC's Limited Joinder to Sun City Anthem Community Association's Motion for Summary Judgment	AA 000827 - AA 000861
9		Nationstar Mortgage, LLC's Limited Joinder to Sun City Anthem Community Association's Opposition to Nona Tobin's Motion for Reconsideration	AA 001370 - AA 001372
10	VIII		
11	I	Nationstar Mortgage, LLC's Non-Opposition to JimiJack Irrevocable Trust's Motion to Consolidate	AA 000141 - AA 000143
12		Nationstar Mortgage, LLC's Response to Nona Tobin's Opposition to Nationstar Mortgage, LLC's Motion for Summary Judgment Against JimiJack and Countermotion for Summary Judgment	AA 001059 - AA 001101
13	V		
14	III	Nona Tobin's Answer to Plaintiff's Complaint and Counterclaim	AA 000386 - AA 000423
15	III	Nona Tobin's Crossclaim Against Thomas Lucas D/B/A Opportunity Homes, LLC	AA 000451 - AA 000509
16	III	Nona Tobin's Crossclaim Against Yuen K. Lee d/b/a F. Bondurant, LLC	AA 000427 - AA 000450
17	II	Nona Tobin's Crossclaim for Quiet Title Against Sun City Anthem Community Association, Inc. (HOA)	AA 000290 - AA 000385
18	XII	Nona Tobin's Declarations in Support of MINV as an Individual	AA 002339 - AA 002550
19	X	Nona Tobin's Motion to Intervene as an Individual Per Rule 24 (Part 1)	AA 001922 - AA 002076
20	XI	Nona Tobin's Motion to Intervene as an Individual Per Rule 24 (Part 2)	AA 002077 - AA 002326
21	XII	Nona Tobin's Motion to Intervene as an Individual Per Rule 24 (Part 3)	AA 002327 - AA 002338
22	XIV	Notice of Appeal	AA 002862 - AA 002864

1	III	Notice of Appearance of Counsel	AA 000615 - AA 000617
2	XIII	Notice of Entry of Findings of Fact, Conclusions of Law and Judgment	AA 002565 - AA 002580
3	V	Notice of Entry of Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 001045 - AA 001058
4	X	Notice of Entry of Order Denying Motion for Reconsideration	AA 001889 - AA 001895
5	III	Notice of Entry of Order Denying Motion for Summary Judgment	AA 000620 - AA 000625
6	II	Notice of Entry of Order Granting Applicant Nona Tobin's Motion to Intervene	AA 000285 - AA 000289
7	I	Notice of Entry of Order Granting in Part Nationstar Mortgage, LLC's Motion to Substitute Party, Intervene and Set Aside Default Judgment	AA 000131 - AA 000135
8	IV	Notice of Entry of Order Granting Thomas Lucas and Opportunity Homes, LLC's Motion for Summary Judgment	AA 000633 - AA 000643
9	V	Notice of Entry of Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant, LLC	AA 000868 - AA 000878
10	X	Notice of Entry of Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice	AA 001899 - AA 001905
11	V	Notice of Entry of Stipulation and Order Reforming Caption	AA 001015 - AA 001024
12	XIV	Notice of Hearing	AA 002861
13	I	Notice of Lis Pendens	AA 000127 - AA 000130
14	VIII	Notice of Lis Pendens	AA 001354 - AA 001355
15	III	Opportunity Homes, LLC's Reply to Nationstar Mortgage, LLC's Opposition to Motion for Summary Judgment	AA 000601 - AA 000614
16	III	Opposition to Sun City Anthem's Motion to Dismiss	AA 000535 - AA 000558
17	X	Order Denying Motion for Reconsideration	AA 001885 - AA 001888
18	III	Order Denying Motion for Summary Judgment	AA 000618 - AA 000619
19	II	Order Granting Applicant Nona Tobin's Motion to Intervene	AA 000282 - AA 000284
20	I	Order Granting Motion to Consolidate and Denying Motion for Summary Judgment	AA 000144 - AA 000145
21			
22			

1	IV	Order Granting Thomas Lucas and Opportunity Homes, LLC's Motion for Summary Judgment	AA 000626 - AA 000632
2	XII	Order on Findings of Fact, Conclusions of Law and Judgment	AA 002551 - AA 002564
3	I	Plaintiff, JimiJack Irrevocable Trust's, Opposition to Nona Tobin and Steve Hansen's Motion to Intervene	AA 000146 - AA 000150
4	XIV	Recorder's Transcript Bench Trial Day 2 06/06/19	AA 002926 - AA 002960
5	XIV	Recorder's Transcript of Hearing All Pending Motions 09/26/19	AA 002870 - AA 002884
6	XIV	Recorder's Transcript of Hearing Nona Tobin's Motion to Intervene into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078-C 12/20/16	AA 002900 - AA 002909
7	XIV	Recorder's Transcript of Hearing Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim 03/28/17	AA 002910 - AA 002925
8	XIV	Recorder's Transcript of Hearing: All Pending Motions April 23, 2019	AA 002608 - AA 002640
9	XIII	Recorder's Transcript of Hearing: All Pending Motions April 27, 2017	AA 002581 - AA 002607
10	XIII	Recorder's Transcript of Hearing: All Pending Motions April 27, 2017	AA 002581 - AA 002607
11	VIII	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 1)	AA 001376 - AA 001576
12	VIII	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 1)	AA 001376 - AA 001576
13	IX	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 2)	AA 001577 - AA 001826
14	IX	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 2)	AA 001577 - AA 001826
15	X	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 3)	AA 001827 - AA001884
16	X	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 3)	AA 001827 - AA001884
17	III	Reply to Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000559 - AA 000583
18	III	Reply to Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000559 - AA 000583
19	IV	Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant LLC	AA 000862 - AA 000867
20	IV	Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant LLC	AA 000862 - AA 000867
21	X	Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice	AA 001896 - AA 001898
22	X	Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice	AA 001896 - AA 001898
	V	Stipulation and Order Reforming Caption	AA 001009 - AA 001014
	V	Stipulation and Order Reforming Caption	AA 001009 - AA 001014
	III	Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim	AA 000510 - AA 000518
	III	Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim	AA 000510 - AA 000518
	III	Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000584 - AA 000591
	III	Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000584 - AA 000591

1	III	Thomas Lucas and Opportunity Homes, LLC's Reply to Nona Tobin's Opposition to Motion for Summary Judgment	AA 000592 - AA 000600
2	XIII	Transcript of Proceedings: All Pending Motions 01/10/19	AA 002657 - AA 002666
3	XIII	Transcript of Proceedings: All Pending Motions 03/26/19	AA 002667 - AA 002701
4	XIII	Transcript of Proceedings: All Pending Motions 05/25/17	AA 002641 - AA 002656
5	XIII	Transcript of Proceedings: All Pending Motions 05/29/19	AA 002751 - AA 002778
6	XIV	Transcript of Proceedings: Bench Trial Day 1 06/05/19	AA 002809 - AA 002836
7	XIV	Transcript of Proceedings: Calendar Call 06/03/19	AA 002779 - AA 002808
8	XIII	Transcript of Proceedings: Pretrial Conference 04/25/19	AA 002702 - AA 002725
9	XIII	Transcript of Proceedings: Status Check - Settlement Documents 05/21/19	AA 002726 - AA 002750

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DISTRICT COURT

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CLARK COUNTY, NEVADA

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\* \* \* \* \*

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6 JOEL STOKES, JIMI JACK )  
7 IRREVOCABLE TRUST, )

CASE NO. A-15-720032

8

Plaintiffs, )

DEPT. NO. XXXI

9

vs. )

10

10 BANK OF AMERICA, N.A., SUN )  
11 CITY ANTHEM COMMUNITY )  
12 ASSOCIATION, )

**Transcript of Proceedings**

13

Defendants. )

14

AND ALL RELATED CASES. )

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT JUDGE

15

**CALENDAR CALL**

MONDAY, JUNE 3, 2019

16

17 APPEARANCES:

18 For the Stokes: JOSEPH Y. HONG, ESQ.

19 For Nona Tobin: LINVEL J. COPPEDGE, ESQ.

20

21 RECORDED BY: SANDRA HARRELL, DISTRICT COURT

22 TRANSCRIBED BY: KRISTEN LUNKWITZ

23

24

Proceedings recorded by audio-visual recording, transcript  
produced by transcription service.

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**AA 002779**

1 MONDAY, JUNE 3, 2019 AT 8:45 A.M.

2  
3 THE COURT: We're going on the record on Case  
4 720032, *Stokes versus Bank of America* is the beginning of  
5 the caption with related counterclaims, crossclaims,  
6 etcetera. Counsel, since you're here for your calendar  
7 call and you can appreciate we're starting another jury  
8 trial in a moment, I'm just going to ask you to please use  
9 the podium. So, can you please come forward to the podium  
10 and I'm going to have you make your appearances, please.

11 MR. COPPEDGE: Joe Coppedge for Nona Tobin as  
12 trustee and as an individual, Your Honor.

13 MR. HONG: Good morning, Your Honor. Joseph Hong  
14 for the Stokes defendants.

15 THE COURT: Okay. First thing we need to clarify,  
16 there is nothing in this record that shows Ms. Tobin as an  
17 individual. The Court asked Mr. Mushkin, when the parties  
18 were here last week, to please show anywhere in the record  
19 that there is anything that shows Ms. Tobin is in this case  
20 in individual capacity. When the intervention motion was  
21 granted back in 2016, the intervention motion was granted  
22 for Ms. Tobin as trustee of the Hansen -- I'm just going to  
23 -- the Gordon B. Hansen Trust, dated 2008. Okay? There is  
24 nothing that allowed her to come in as an individual.  
25 Because, as the trustee of a trust, as you know, trustee

AA 002780



1 needs to be represented by counsel. That was the only form  
2 in which that intervention was granted. That was the only  
3 form in which the motion was sought.

4           And, so, the Court had said this last week, it  
5 didn't get taken care of and people seem to still put  
6 things in the captions that should not have been put in the  
7 captions. However, I will say again, I said it last time,  
8 I asked it a couple of months ago, I asked it in a variety  
9 of different times, that Motion for Intervention, the  
10 motion was sought as trustee of the Gordon B. Hansen Trust.  
11 There was nothing shown that Ms. Tobin, wherever the rights  
12 may or may not have been at the time of the foreclosure,  
13 that there was anything Ms. Tobin's name.

14           So, the Court was going to strike and reform the  
15 caption so it correctly states and it's only Nona Tobin as  
16 trustee for the Gordon B. Hansen Trust. We need to go back  
17 -- and the Court went through this whole history last week.  
18 And I appreciate I have different counsel here, which is  
19 why I'm saying it for your benefit because Mr. Mushkin was  
20 here. Last week, you've been at different hearings. The  
21 fact that you're always going back and forth on the  
22 different hearings, which means I keep re-explaining  
23 things, which I'm perfectly fine doing, but we need to get  
24 this moved forward, is the motion was sought that way. The  
25 motion could only be granted that way as a trustee of a

**AA 002781**

1 trust because the trust was the only thing that's asserted  
2 that owned the property. Nothing in any individual  
3 capacity.

4           And, so, are you saying -- now, I appreciate the  
5 people who inadvertently done the caption incorrectly and  
6 the Court keeps reminding the parties to make the caption  
7 correct and no one cares to listen to that. But, other  
8 than that, can you show affirmatively any aspect where Ms.  
9 Tobin, as opposed to the Gordon B. Hansen Trust, had any  
10 assertion to claim on the property at the time of the  
11 foreclosure, which is the issue of this case back in 2014?  
12 I'm not referencing any potential deed that may or may not  
13 have been filed in 2017. I'm going at the time of the  
14 foreclosure in 2014.

15           THE COURT RECORDER: Everyone's talking.

16           THE COURT: Yeah. Folks, on *Sun City*, we've asked  
17 you politely numerous times not to talk because it  
18 interferes with the record. So, please, please, please,  
19 please, unless you'd like people to be talking during your  
20 court time. If not, we'll ask you all to please leave.  
21 Would you all like to please leave the courtroom or can we  
22 not talk as I've asked you and even gave you a five-minute  
23 warning and, then, a two-minute warning? Thank you. You  
24 can appreciate they would -- this -- these counsel, this is  
25 a serious issue. It's their trial as well. They take it

1 just a seriously as you take your trial. Come on, in  
2 fairness, folks? Or do we need to clear the courtroom?  
3 Can everyone be quiet now? Appreciate it. Thank you.

4           Sorry. Madam Court Recorder could not hear me  
5 talk so it looks like I now am going to have to repeat  
6 everything I just said because of the talking of the other  
7 counsel in the other trial so that we have a clear record.  
8 So, let me go back. Unfortunately, now I need to re-say  
9 this so that we have a clear record in your case. Do I  
10 need to recall the case as well, Madam Court Recorder, or  
11 could you hear that?

12           THE COURT RECORDER: No. Just the last couple  
13 sentences.

14           THE COURT: Last couple. Okay. Since that was  
15 kind of part of a whole part and parcel, it looks like I'm  
16 going to have to now restate it.

17           The *Joel Stokes versus Bank of America* case  
18 initially filed in 2015, 720032, which was subsequently  
19 consolidated with a 2016 case. I'm going through a 2016  
20 case, which originally bear the number 730078 but was  
21 consolidated into this case number. So, that old case  
22 number utilized -- the Court's -- well, actually, the  
23 Court, quick reminder, is a -- well, it was people were  
24 filing things without paying filing fees as well in this  
25 case. But that's a different issue.

1           This case, 2015, gets filed. A Motion for  
2 Intervention, which I went over again last week again,  
3 Motions to Intervention were filed in 2016. It was  
4 granted. And you all should know this because it's your  
5 case. Right? Your clients, your case. The motion was  
6 filed as the intervenor of the Gordon B. Hansen 2008 Trust.  
7 That's how the intervention was granted because it was  
8 asserted at the time of the issues at -- in this case,  
9 i.e., the foreclosure in and around 2014, that the property  
10 was owned by the Gordon B. Hansen Trust. A Ms. Tobin was  
11 asserted to be either one or two of the trustees and  
12 potentially one or -- one of two beneficiaries. Because,  
13 initially, this case was filed -- tried to file an  
14 intervention initially, both by Ms. Tobin and Mr. Hansen's  
15 son, also Mr. Hansen. Okay?

16           Now, you all should know this because you're the  
17 counsel for this case. But, once again, then this Court --  
18 and it granted the intervention, granted the intervention  
19 if is a trust. Right? Can grant it as a trustee on behalf  
20 of a trust. You can't grant it on behalf of an individual  
21 when there is a trust. And we're looking it's asserted to  
22 be property at issue owned by a trust. So, that's how it  
23 was granted.

24           To the extent parties keep on putting things on  
25 captions inappropriately and the Court keeps reminding the

1 parties to please stop doing that and the parties keep  
2 doing that, just because the Clerk's office takes it as how  
3 people file it does not make it true. It does not make it  
4 accurate and you all are responsible for obviously knowing  
5 your entire case and working in that. Okay? And if you  
6 even wanted to go back to that, you could go back to your  
7 own Joint Case Conference Reports filed in 2018, which said  
8 the only aspect was trustee of trust. Okay?

9           So, there is no Nona Tobin anywhere in this case  
10 that anyone's going to have to show to this Court, despite  
11 this Court asking for a number of years to have Ms. Tobin  
12 somehow asserted that she had an individual interest back  
13 in 2014. Or there was also no motions that would show that  
14 there is anything different, other than last week's motion  
15 when the Court asked all those questions again las week, no  
16 one could establish it, which is why the Court, of course,  
17 pending Motion to Withdraw, was wrong.

18           And a Motion for Reconsideration, of course, was  
19 based on the reasons all set forth with the Answer in the  
20 response to the denial of the Motion for Reconsideration,  
21 which parties were supposed to have provided the Court an  
22 order prior to today. And, so, the Court got it. Things  
23 where everything's signed, it looks like Notice of Entries  
24 of Orders were signed around 4 something, filed 4 something  
25 on Friday.

1           So, the only thing that remains in this case --  
2 and I'm going to confirm it again, is the counter-claimant  
3 -- Marshal, can you please ask people who are in the --  
4 because when they're talking and they keep opening the  
5 door, we can hear everyone on the phone. So, can they  
6 please not be doing that when we're in the midst of trying  
7 to do a calendar call on another case? I really would  
8 appreciate it. Thank you so very much.

9           So, the only thing left in this case is Nona Tobin  
10 as trustee of the Gordon B. Hansen Trust, dated 8-22-08.  
11 And the Court already mentioned again last week that  
12 there's been subsequent filings that -- saying that there's  
13 a new trust of 2011, at least that shows up on certain  
14 pleadings and certain captions.

15           Once again, Mr. Mushkin said he wasn't familiar  
16 last week so now you're here back. But, once again, are we  
17 -- based on the intervention motions -- and this isn't  
18 things that coming up at the first time at your calendar  
19 call. These are things, obviously, counsel should know  
20 about their own case. But is Nona Tobin, trustee of the  
21 Gordon B. Hansen Trust, dated 8-22-08 versus Joel A. Stokes  
22 and Sandra F. Stokes as trustees of the JimiJack  
23 Irrevocable Trust. Nona Tobin as trustee for the Gordon B.  
24 Hansen Trust, dated 8-22-08 versus Yuen Lee, an individual,  
25 dba Manager F. Bondurant, LLC. That's the only thing that

1 this Court sees is at issue in this case. Okay.

2           So, anyone disagrees, you need to show me  
3 specifically in the record where there is something  
4 different. Because I'm basing it on your pleadings filed  
5 under Rule 11 that that's what that is shown. I also went  
6 over this last week and no one could provide anything. And  
7 we also went over it in the meeting -- hearings that  
8 plaintiff failed to show up to when I had only defense  
9 counsel and asked them again this several months ago when  
10 we had that. Okay? But there was nobody here on behalf of  
11 plaintiffs' side, failed to show up at a court ordered  
12 hearing.

13           So, based on what the court records show that  
14 nobody has shown me any different, that is what is set for  
15 trial. Okay? So, that being set for a trial -- just one  
16 moment, please.

17   [Pause in proceedings]

18           THE COURT: So, that being -- today being the  
19 calendar call, that means first issue is plaintiff, when  
20 did you hold your 2.67 conference as required under the  
21 rules? Because the Court does not show that you filed a  
22 Pretrial Memorandum. In fact, the only thing the Court  
23 shows -- and the Court's brought this to everyone's  
24 attention, both not only at the pretrial conference, at  
25 your status checks, and brought it to everyone's attention

**AA 002787**

1 when this case was first set for trial, etcetera. And, of  
2 course, everyone has to comply with the same rules as  
3 everybody else, EDCR 2.67, 2.68. 2.69, reiterated with  
4 documents provided on counsel table, the orange sheets that  
5 we specifically gone over. Right? I do appreciate it.  
6 Thank you so very much. What was the date of your 2.67  
7 conference?

8 MR. COPPEDGE: Your Honor, I don't recall the  
9 exact date right now. It was a few weeks ago. As the  
10 Court will recall, Mr. Hong was going to be out of town  
11 then and I was out of town. I came in this morning. And,  
12 so, the --

13 THE COURT: What was the date of your 2.67  
14 conference, please?

15 MR. COPPEDGE: I don't have the exact date, Your  
16 Honor. It's a few weeks old -- it's a few weeks ago, Your  
17 Honor. I don't remember the exact date.

18 THE COURT: Do you have any notice -- or in your  
19 records in which you brought forward? Do you have any  
20 notifications of when the 2.67 was? Because that would  
21 have required you to meet in person and exchange all  
22 exhibits. Right? All list of witnesses. And do  
23 everything in preparation as you're required under 2.68 and  
24 2.69, which is why I start first with the 2.67 conference  
25 date. Because, as you can appreciate, the Court has to



1 evaluate each of these because I have to determine now at  
2 the time of the calendar call whether or not the parties  
3 are prepared for trial or whether or not I have to strike  
4 counterclaims or whether I have to potentially strike  
5 counter-defendants' answers for lack of following  
6 compliance with the rules. Because I do not see a Joint  
7 Pretrial Memo, I don't see any Individual Pretrial Memos.

8 MR. COPPEDGE: If I can, Your Honor? Again, it's  
9 -- it was telephonic because counsel was leaving town and I  
10 was leaving town, so we did it telephonically. And it's  
11 drafted. But, because we've both been out of town, it's  
12 not yet signed, Your Honor.

13 THE COURT: No, no. But today's the day of the  
14 calendar call.

15 MR. COPPEDGE: I understand, Your Honor.

16 THE COURT: As pursuant to the trial order.  
17 Right? As re-referenced at the time of the pretrial  
18 conference. Right? With each and every case, as I do on  
19 each and every case, the pretrial conference, I remind the  
20 parties what to do, the dates they're due. I ask the  
21 parties if they wish -- depending on the date of their  
22 trial that they pick within the five week stack, depending  
23 on whether it's a case that's already been set for trial  
24 and things would have already been due or not, and I don't  
25 see anywhere that there was any request made for any

1 exception in writing or anything was granted by this Court.  
2 So, is the answer that there was not a compliant EDCR 2.67  
3 conference, i.e., you did not exchange the witness list and  
4 everything?

5 MR. COPPEDGE: That's -- I guess, Your Honor, at  
6 that point in time, again, to go back, Your Honor, that's  
7 when Ms. Tobin had requested that we withdraw. And I  
8 understand, Your Honor.

9 THE COURT: Counsel, as you --

10 MR. COPPEDGE: And I understand, Your Honor.

11 THE COURT: I understand that you recall when you  
12 started to talk about a potential Motion to Withdraw that  
13 had not yet been filed and things. Right? The Court, very  
14 succinctly and repetitively, while Ms. Tobin was present as  
15 well, reminded everyone it might -- people may be filing  
16 pending motions but that in no way would relieve anyone of  
17 any of their obligations under the rules. Because the  
18 Court had this same concern, as have been expressed over  
19 the last years that this case has been in existence since  
20 it got reopened. Right? That there was going to be  
21 issues.

22 The Court doesn't do any advance rulings,  
23 particularly when we don't even have motions on file,  
24 motions haven't had a chance to be opposed, etcetera, that  
25 the Court did remind the parties that everyone, of course,

1 is responsible until there is Notice of Entry of Orders on  
2 any rulings that the Court makes. And the Court, of  
3 course, will make no advisory opinions nor any anticipatory  
4 advisory opinions and specifically reminded the parties.  
5 Okay?

6 If you recall, the Court even was going to issue  
7 sanctions for the late and nonappearance. We had to call  
8 people to show up to the pretrial conference. Okay? And  
9 that was actually on Mr. Hong's side.

10 MR. HONG: It was. I apologize.

11 THE COURT: Yes. I reminded, okay, and reminded  
12 that time, you remember at the pretrial conference, which  
13 you were present at, the Court even struck documents that  
14 were filed by Ms. Tobin because of the statements that  
15 there was no basis to show that she was an individual in  
16 this case. You remember? And, then, the Court asked you  
17 specifically at the time of the pretrial conference, can  
18 you show anywhere in the record that Ms. Tobin is anywhere  
19 an individual in this case? And when no one could  
20 establish it and the Court went over what it just went over  
21 again -- and I think I went in more detail, I'm trying to  
22 do the short version since it's now been the -- I won't say  
23 what number of time I've repeated myself over the time  
24 period of this, and reminded everyone that your counsel  
25 record, everything needed to be done.

AA 002791

1           So, I have to go back, unfortunately. In fact, at  
2 that time, it was even said that there was going to be a  
3 stipulation to conform the caption. And the Court even  
4 noted that the remaining parties are Tobin represented and  
5 counter-defendants enroll Mr. Hong. Mr. Coppedge stated  
6 trial will take 2.5 days, Court ordered trial number 3 in  
7 the stack. Okay. So, at that juncture there was no  
8 request or any request, or anything about the joint  
9 Pretrial Memorandum, or for any exceptions to anything, or  
10 any aspects. So, the Court can't consider something that's  
11 not even been asked of the Court. The Pretrial Memo was  
12 due pursuant to your trial order. There have been no Joint  
13 Pretrial Memorandum.

14           The last thing the Court shows that anywhere was  
15 any kind of analysis would be the Joint Case Conference  
16 Report filed on 5-15-2018. It would be after an Individual  
17 Case Conference Report that was filed on 2-9-2018. That  
18 was by bank entities. First one was on the Wright, Finlay,  
19 and Zak letterhead, the second one was on the Ackerman  
20 letterhead. And that references a Joint Case Conference  
21 Report where Mr. Mushkin of your firm was present on behalf  
22 of Tobin as trustee.

23           So, that being said, there's noncompliance.  
24 Counsel for counter-defendants, noncompliance on your part  
25 as well.

1 MR. HONG: Your Honor, we're the counter-  
2 defendant, my side is. And if plaintiff -- what we call  
3 plaintiff, if the plaintiff side isn't going to push  
4 forward, that's --

5 THE COURT: You still have an individual  
6 obligation to at least file a Individual Pretrial  
7 Memorandum, stemming forth your witness list, your  
8 documents, etcetera.

9 MR. HONG: Okay.

10 THE COURT: So, where is yours?

11 MR. HONG: Ours is not in our individual because  
12 we were waiting for the joint pretrial. But, if I may make  
13 a comment, Your Honor?

14 THE COURT: Of course you may.

15 MR. HONG: And I think that might explain where  
16 we're at right now. We'll call counter-claimant claims  
17 against my clients, the remaining defendants, are for --

18 THE COURT: Which you represent the Stokes --

19 MR. HONG: Right, right, right.

20 THE COURT: -- those trustees, the JimiJack, and  
21 also Yuen Lee. Is that correct?

22 MR. HONG: Right. And F. Bondurant.

23 THE COURT: As individual and --

24 MR. HONG: Right. It's for quiet title of the  
25 subject property. Now, --

1 THE COURT: I appreciate that. But --

2 MR. HONG: -- as a matter of law, pursuant to Your  
3 Honor's rulings, the last one being the denial of the  
4 Motion to Reconsider the HOA's Summary Judgment, counter-  
5 claimant cannot, cannot in any possible manner, get a quiet  
6 title judgment because the only way to have done so was to  
7 have voided or set aside the sale against the HOA.

8 THE COURT: Counsel, I appreciate --

9 MR. HONG: Okay.

10 THE COURT: -- for affirmative legal arguments, --

11 MR. HONG: Just --

12 THE COURT: -- this Court is on the procedural  
13 aspect of compliance and noncompliance with the court  
14 rules.

15 MR. HONG: I understand that. That's --

16 THE COURT: Once again, if you talk at the same  
17 time I'm talking, we've got the same issue with the JAVS,  
18 if you don't mind, please? Thank you so much.

19 So, noncompliance by counter-defendants, your  
20 basis for noncompliance, you know, even if they don't  
21 conduct a 2.67, if you wish to utilize any witnesses, any  
22 exhibits, and you also have an individual obligation to  
23 have filed some Individual Pretrial Memorandum, even if the  
24 other side's being noncompliant. Not only do you know that  
25 for this case but you know it from --- I think you know

**AA 002794**

1 that because I don't need to reference other cases in which  
2 you've been involved in. But that doesn't matter. Each  
3 case is different. Each case is treated individually.

4 So, where is your Individual Pretrial Memorandum,  
5 even if the counter-claimants did not comply and did not  
6 conduct and appropriate 2.67? And you're saying you did a  
7 2.67 where you all exchanged exhibits, exchanged witness  
8 lists? Sorry?

9 MR. HONG: No, Your Honor. The 2.67 that counsel  
10 and I did by telephone, I made it very clear that my side  
11 was not calling any witnesses nor were any documents going  
12 to be introduced.

13 THE COURT: So, you had no witnesses and no  
14 documents so you had nothing to provide?

15 MR. HONG: That's correct.

16 THE COURT: Okay. So, is that similar on  
17 plaintiff's side? You have no witnesses and no documents?

18 MR. COPPEDGE: That's not true, Your Honor. We  
19 had witnesses and documents, Your Honor.

20 THE COURT: So, then, I did not see any pretrial  
21 disclosures as required under NRCPC 16.1(a)(3), 30 -- at  
22 least 30 days before trial. Are there any? I did not see  
23 any of them. So, there is none? No 16.1(a)(3)'s? Okay.  
24 You need to make sure -- okay. So, there's no  
25 16.1(a)(3)'s? Is there any Pretrial Memorandum? Yes or

1 no? Filed with the Court.

2 MR. COPPEDGE: Not filed, Your Honor. No.

3 THE COURT: Okay. Not filed. Okay. So, was  
4 there any compliant EDCR 2.67 conference? I'm trying to  
5 see if there's any compliance whatsoever with EDCR 2.67,  
6 2.68, and 2.69.

7 MR. COPPEDGE: Because of our schedules, it was  
8 not in person, Your Honor. But we did it.

9 THE COURT: It's not -- counsel, --

10 MR. COPPEDGE: I understand, Your Honor.

11 THE COURT: -- you have multiple attorneys that  
12 have said that they are trial counsel on this case. Right?  
13 Both you and Mr. Mushkin. Mr. Mushkin showed up at joint  
14 case conference. In order to show up at a joint case  
15 conference, you have to say that you are going to be one of  
16 the lead trial counsel on this case because you're supposed  
17 to be the attorney responsible. While 16.1 may have  
18 changed in certain aspects that now courts hold, you know,  
19 16.1 conferences in court after the parties have done their  
20 JCCR, the obligations for the early case conference has not  
21 changed and still has to be counsel fully familiar with the  
22 case doing that. So, you have more than one attorney at  
23 your firm that has appeared in this case. Correct?

24 MR. COPPEDGE: Yes, Your Honor.

25 THE COURT: Okay. So, no EDCR 2.67 conference, no



1 Joint Pretrial Memorandum filed, no Individual Pretrial  
2 Memorandum filed by plaintiff. Is that -- by counsel -- by  
3 counter-claimant. Correct?

4 MR. COPPEDGE: That's correct, Your Honor.

5 THE COURT: Okay. So, then, you also are choosing  
6 not to have any witnesses since counter-defendant penalty  
7 is you don't do any of that, you don't get any. Right?  
8 That's what the penalty is. You don't do it, you don't get  
9 it. Counter-defendant there, you're not having any  
10 witnesses or any documents introduced into this case.  
11 Correct?

12 MR. HONG: Correct.

13 THE COURT: So --

14 MS. TOBIN: Your Honor, may I speak?

15 THE COURT: Excuse me.

16 MS. TOBIN: May I speak?

17 THE COURT: No. You may not because you are  
18 represented by counsel. Under the ethical rules, your  
19 counsel has to represent you. Okay? They are counsel of  
20 record. So, the Court doesn't have a choice in this  
21 matter. The rule specifically require when somebody's  
22 represented by counsel, the counsel must speak on behalf of  
23 that entity.

24 And, counsel, I'm sure you told your client that.  
25 I'm not asking about any attorney-client communications

1 because, as you know, the Court doesn't have a choice in  
2 that matter. Okay? And, when somebody's represented, the  
3 counsel speaks. Because, otherwise, I'm sure you can  
4 appreciate, gosh oh golly, take the case that's about here  
5 to start to trial. Right? We've got about 14, 15  
6 different parties and some may have multiple clients in any  
7 particular party can -- if everyone is speaking, we have to  
8 have -- that's the reason why people retain counsel, that's  
9 the reason why the rules are what they rule.

10           So, as much as I would, you know, view that people  
11 could speak and we have the rules, the Court has to follow  
12 the rules and the rules are people represented by counsel,  
13 entities represented by counsel have to speak through their  
14 counsel.

15           So, counsel, in light of the fact that you did not  
16 provide any exhibits and not doing pretrial disclosures,  
17 16.1(a)(3), not provide any -- did not do a 2.67 where you  
18 submitted any witnesses or exhibits, nor was anything  
19 presented to this Court -- today is the day for the  
20 calendar call and you all know it. You were here even as  
21 recently as last week where you all knew the calendar call  
22 was happening. And, in fact, everyone told me they were  
23 all prepared for trial at the time of the pretrial  
24 conference. And, also, you even -- in the motions and  
25 everything that's going to be filed.

1           So, I'm going to tell you the Court's inclination  
2 and, then, we're going to pick a trial -- then we're going  
3 to have you start trial at 8:30 on Wednesday morning. But  
4 the Court's inclination with the appropriate sanction for  
5 the complete noncompliance of NRCP 16.1(a)(3),  
6 noncompliance with EDCR 2.67, 2,68, and 2.69. Okay?

7           And, in this case, specifically why the Court's  
8 going to find this completely fair and equitable is because  
9 it's going to equal to both parties and it's going to be  
10 specifically -- as all parties know, this is not an issue  
11 being brought up at the first time at calendar call. This  
12 is an issue that's been brought up multiple times in court,  
13 both in front of counsel and their clients, so everyone's  
14 on full notice. And the Court has even told you all if you  
15 didn't comply, the likely aspects of specifically in your  
16 trial order, the obligations. And, so you are on notice.  
17 Plus, as counsel, you are on notice and you need to comply  
18 with the rules.

19           And even though the Court has an accommodation to  
20 advance a motion that wasn't even supposed to take place  
21 until after the trial happened, does not in any way change  
22 that fact. Because what the Court did with the agreement  
23 of all parties, advance the motion so that things could be  
24 heard before the trial date and all these issues could be  
25 taken care of. If counsel choose not to be prepared or

1 choose not to bring things as they need to do and provide  
2 everything they need to do in accordance with the rules,  
3 which you know what the rules say. No one can say that  
4 they don't know what the rules say. So -- okay? And  
5 there's been no changes to Nevada Rules of Civil Procedure  
6 that would impact this. The appropriate remedy is that  
7 there would be you didn't provide any witnesses and did not  
8 provide any documents, then neither side can provide any  
9 witnesses or any documents in time of trial. To the extent  
10 that there's legal issues that the Court needs to address  
11 since it's a bench trial, the Court will address those  
12 legal issues. We'll see you at 8:30 Wednesday morning.

13 Are you all going to do an opening statement? And  
14 when I say 8:30, it's because we're going to take a half  
15 hour because this trial is -- we're in jury selection so  
16 this trial is going to start at 9. So, you're going to  
17 have 8:30 to 9 on Wednesday.

18 MR. COPPEDGE: We have, Your Honor --

19 THE COURT: And, then, what you're going to have,  
20 just to let you know, on Thursday what we're going to do is  
21 to ensure that you get trial time on Thursday to the extent  
22 that that's necessary, we originally were going to try and  
23 give it to the *Sun City* trial but your trial, we need to  
24 take care of you as well. So, we are going to -- we've  
25 minimized our motion calendar galore on the 6<sup>th</sup>. And, so,

AA 002800

1 at 9:45 on Thursday until the noon hour we're going to  
2 continue the bench trial and, then, we'll see any  
3 additional -- what time we need and to schedule a third day  
4 as necessary if needed at that time. So, you're set for  
5 trial. We'll see you at 8:30 on Wednesday.

6 MR. HONG: Okay.

7 THE COURT: Thank you so very much.

8 MR. HONG: Thank you, Your Honor.

9 MR. COPPEDGE: May we approach, Your Honor, real  
10 quick? Briefly?

11 THE COURT: I can't. I need everything in open  
12 court on the record, counsel. I'm not sure what you mean  
13 by approaching. If it's something from a medical concern  
14 or something --

15 MR. COPPEDGE: No, Your Honor. I just --

16 THE COURT: -- or is it ADA accommodation, more  
17 than glad that you don't want that in the public courtroom.  
18 But if it's an issue relating to this trial, you can  
19 appreciate it does need to be on the record, on JAVS, in  
20 fairness to everyone, and to ensure that we have a clear  
21 and accurate record. Okay? So, in that regard, that's  
22 what it is. This is -- today is just the time for the  
23 calendar call to see if you all were compliant and to  
24 provide everything that needed to -- that you would have  
25 already provided pursuant to your 16.1(a)(3) disclosures,

AA 002801

1 just in hard format to the Court, and everything that was  
2 provided at the 2.67 and based on your Joint Pretrial  
3 Memorandum, or if you didn't do a Joint Pretrial  
4 Memorandum, your Individual Pretrial Memorandum. Since no  
5 one did any of those, there would be nothing to provide to  
6 this Court because of all those noncompliance. So,  
7 therefore, the Court has to make a fair and equitable  
8 ruling to each side. No witnesses, no exhibits. We'll  
9 deal with legal issues 8:30 on Wednesday. I appreciate it.  
10 Thank you so very much. Now, 8:30, just to let you know,  
11 on Wednesday, we're going to be back in 12B.

12 MR. HONG: Okay.

13 THE COURT: That's the conclusion of the calendar  
14 call, counsel, unless there's something?

15 MR. COPPEDGE: Ms. Tobin has requested that we  
16 lodge this with the Court.

17 THE COURT: Court cannot have -- counsel, the time  
18 of the calendar call, as you know, we're at the time of the  
19 calendar call. Right? Calendar call specifically with a  
20 handout EDCR 2.67 through 2.69 sets forth what happens at a  
21 calendar call. Right? And this has been available online  
22 and on tables every single motion calendar. Even though  
23 we're in this different department, today is the time of  
24 the calendar call. So, if you'd like me to read trial --  
25 okay. Depositions. All it -- would you like me to read

AA 002802

1 through the whole --

2 MR. COPPEDGE: No, Your Honor. It's -- we brought  
3 our exhibits. And I guess --

4 THE COURT: But did -- were those exhibits  
5 provided pursuant to NRCP 16.1?

6 MR. COPPEDGE: They were -- yes.

7 THE COURT: Pretrial exhibits?

8 MR. COPPEDGE: They were identified, Your Honor.  
9 They were not --

10 THE COURT: Excuse me. Were they ever disclosed  
11 during the course of discovery?

12 MR. COPPEDGE: Yes, Your Honor.

13 THE COURT: They were in your initial 16.1  
14 disclosures --

15 MR. COPPEDGE: Yes, Your Honor.

16 THE COURT: -- provided to opposing counsel.

17 MR. COPPEDGE: Yes, Your Honor.

18 THE COURT: Then they were provided pursuant to a  
19 Rule EDCR 2.67 conference as being trial exhibits?

20 MR. COPPEDGE: They were identified in that  
21 conversation, Your Honor.

22 THE COURT: Excuse me. Were they ever provided?  
23 That's not -- okay. Counsel, because you -- but you can  
24 appreciate if we go to EDCR -- do I need to read EDCR 2.67?

25 MR. COPPEDGE: No, Your Honor. No, Your Honor.

1 THE COURT: You know what it says. Right? EDCR  
2 2.67, it's very clear. And the Court did remind the  
3 parties of this over and over so we did not have the issue  
4 today. Okay?

5 MS. TOBIN: Your Honor, I did a 2.67 --

6 THE COURT: Excuse me, Ms. Tobin, was 2. -- Ms.  
7 Tobin, counsel, you need to let your client know, as you  
8 know, you represent the trust. She is a trustee of the  
9 trust. The Court's not going to go into what your  
10 obligations are because obviously you've explained that  
11 with your client.

12 EDCR 2.67: Prior to any calendar call or a final  
13 pretrial conference, the designated trial attorneys for  
14 all parties, which includes pro se litigants --

15 MR. COPPEDGE: I understand, Your Honor.

16 THE COURT: But, in this case, it's not a pro se  
17 litigant because it's a trust at issue that was intervenor.

18 Must meet together to exchange their exhibits and  
19 list of witnesses, and arrive at stipulations and  
20 agreements, all for the purposes of simplifying the  
21 issues to trial. The plaintiff must designate the time  
22 and place of the meeting, which must be in Clark  
23 County, unless the parties agree otherwise. At this  
24 conference between counsel, all exhibits must be  
25 exchanged and examined. And counsel must also exchange



1 a list of the names and addresses of all witnesses,  
2 including experts, to be called at trials. The  
3 attorneys must then prepare a joint pretrial  
4 memorandum, which must be served and filed not less  
5 than 15 days before the date set for trial.

6 Okay?

7 If agreement cannot be reached, a memorandum must  
8 be prepared separately by each attorney and so  
9 submitted. A courtesy copy of each memorandum must be  
10 delivered to the Court at the time of filing.

11 The pretrial memorandum -- this is now sub b --  
12 must be as concise as possible and must state the date --  
13 and, then, it goes through everything it does. Okay? And  
14 it sets forth everything that needs to happen. Then, the  
15 calendar call. Then we have the calendar call. Right?  
16 And, then, (c), 2.69(c).

17 Failure of trial counsel to attend the calendar  
18 call and/or failure to submit the required materials  
19 shall result in any of the following, which are to be  
20 ordered within the discretion of the Court: 1,  
21 dismissal of the action.

22 The Court's not going to dismiss the action. I'm  
23 going to give you all the benefit to have a trial. Right?  
24 Two, default judgment. Not doing that one. Monetary  
25 sanctions. Monetary sanctions don't make sense when you

**AA 002805**

1 have a quiet title issue at this juncture. Vacation of the  
2 trial date. So, the Court is doing in lieu of dismissal is  
3 dismissal, as a remedy short of dismissal, is that  
4 consistent with NRS CP 16.183, no pretrial disclosures  
5 means you can't have those witnesses and you can't have  
6 those exhibits at the time of trial. It's per se.

7           Would you like me to read NRCP 16.183? The new  
8 version or the old version doesn't change that aspect, as  
9 all counsel know. So, it doesn't matter if you need the  
10 benefit of both. EDCR 2.67, 2.68, and 2.69 makes this  
11 clear. The Court has made it clear and even reminded the  
12 parties again last week when you all were here. So,  
13 everyone knew it, even if things were potentially going to  
14 be done untimely. I'm not saying it would have made a  
15 difference but now is the time for the calendar call,  
16 which, unfortunately, the parties chose not to do it.

17           So, fair and equitable remedy to both is no  
18 witnesses and no documents because you both chose not to  
19 file such under NRCP 16.183, 16.1 in general, and you also  
20 have failed to conduct a 2.67, compile a 2.67, 2.68, and  
21 2.69. And as you know, the Chief did not suspend those  
22 rules despite suspending other rules because of changes to  
23 the NRCP. So, those are the rules in effect.

24           It's also consistently reminded both online, on  
25 the Court's civil bench trial rules and, also, been

1 available in court. And I gave each of you all copies at  
2 the time of the pretrial conference, reminded everyone to  
3 make sure that you did have them, did comply with them.  
4 And, despite any motions that people may or may not wish to  
5 be filed, these still needed to be complied with. And I  
6 reminded again last Tuesday so if there was any question,  
7 everyone knew the rulings as of last Tuesday and whatever  
8 needed to be done could have been done, any motions could  
9 have been filed, if there was any extension request, none  
10 of those happened. We now have the time of the calendar  
11 call. The Court, fairly and equitably to all parties, has  
12 to make that ruling. It's so ordered. We'll see you at  
13 8:30. No witnesses, no doc -- no exhibits. See you at  
14 8:30 on Wednesday. Thank you so much.

15  
16 PROCEEDING CONCLUDED AT 9:18 A.M.

17 \* \* \* \* \*

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**CERTIFICATION**

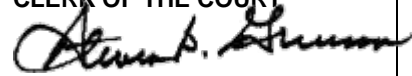
I certify that the foregoing is a correct transcript from the audio-visual recording of the proceedings in the above-entitled matter.

**AFFIRMATION**

I affirm that this transcript does not contain the social security or tax identification number of any person or entity.



KRISTEN LUNKWITZ  
INDEPENDENT TRANSCRIBER



1 TRAN

DISTRICT COURT

CLARK COUNTY, NEVADA

\* \* \* \* \*

6 JOEL STOKES, JIMI JACK )  
 7 IRREVOCABLE TRUST, ) CASE NO. A-15-720032  
 8 Plaintiffs, )  
 9 vs. ) DEPT. NO. XXXI  
 10 BANK OF AMERICA, N.A., SUN ) **Transcript of Proceedings**  
 11 CITY ANTHEM COMMUNITY )  
 12 ASSOCIATION, )  
 13 Defendants. )  
 14 AND ALL RELATED CASES. )

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT JUDGE

**BENCH TRIAL - DAY 1**

WEDNESDAY, JUNE 5, 2019

APPEARANCES:

For the Stokes: JOSEPH Y. HONG, ESQ.

For Nona Tobin: LINVEL J. COPPEDGE, ESQ.

RECORDED BY: SANDRA HARRELL, DISTRICT COURT

TRANSCRIBED BY: KRISTEN LUNKWITZ

Proceedings recorded by audio-visual recording, transcript produced by transcription service.

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**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
OPENING STATEMENT BY MR. COPPEDGE:	9
CONTINUED OPENING STATEMENT BY Mr. COPPEDGE:	14
OPENING STATEMENT BY MR. HONG:	22

1 WEDNESDAY, JUNE 5, 2019 AT 8:31 A.M.

2  
3 THE COURT: Okay. On the record at 8:31, time is  
4 now for trial at 8:30 for *Joel Stokes versus Bank of*  
5 *America*, 720032. Can I have counsel's appearance? And I'm  
6 going to need you -- since the caption reads what it is and  
7 we need to clean up that caption again, folks, but I want  
8 to make sure that I understand who are the parties that are  
9 actually going to trial, please. So, please state the name  
10 of the parties you're here on behalf of.

11 MR. COPPEDGE: Joe Coppedge, appearing for Nona  
12 Tobin as trustee of the Gordon B. Hansen Trust.

13 MR. HONG: Good morning, Your Honor. Joseph Hong  
14 for Joe Stokes and Sandra Stokes as trustees for the  
15 JimiJack Irrevocable Trust, Yuen Lee, and dba F. Bondurant,  
16 LLC.

17 THE COURT: Okay. So, first thing, as the parties  
18 know, it's a bench trial, so all Proposed Findings of Fact  
19 and Conclusions of Law were due to the Court two judicial  
20 days before the start of trial. So, I did get one close  
21 enough to two days. I did not get counter-defendants'.  
22 Where's your Proposed Findings of Facts and Conclusions of  
23 Law that's due pursuant to the Court's rules and in no way  
24 was alleviated from any other aspect?

25 MR. HONG: And, Your Honor, after the calendar

AA 002811

1 call on Monday, I -- we did not submit one because my under  
2 -- and this is my fault, and my understanding was that  
3 there would be no trial so it would be more --

4 THE COURT: That's not -- counsel, what I said  
5 specifically --

6 MR. HONG: Not trial. Not trial. There would be  
7 no need for a FFCO, it would be more of a judgment.

8 THE COURT: Counsel, that's not correct by any  
9 stretch of the imagination. Because you knew what it was  
10 is because the Court went through the whole history of the  
11 case --

12 MR. HONG: That's right.

13 THE COURT: Right?

14 MR. HONG: Right, right.

15 THE COURT: And the Court's specific ruling was  
16 because of the multiple failures of each of the parties --

17 MR. HONG: Right.

18 THE COURT: -- to comply with any of the  
19 disclosures under EDCR 2. -- well, you've got EDCR 7.42.  
20 Do you want me to go through NRCP 11? I mean, I can go  
21 through the statutory bases. I went through a variety of  
22 the different bases, including the fact that nobody  
23 provided a Pretrial Memorandum.

24 MR. HONG: Right.

25 THE COURT: Nobody did any pretrial disclosures.



1 No one even provided to this Court anything that showed  
2 that anyone had provided any exhibits or witness list to  
3 the other sides. I even went back as far as your Joint  
4 Case Conference Report, filed in May of 2018. And, in  
5 that, neither parties that are the parties standing before  
6 me had even provided at that time any initial disclosures  
7 under NRCP 16. It was that totality of all of those  
8 noncompliance that the Court stated that neither party  
9 would be able to call any additional witnesses or provide  
10 any exhibits because you all had not submitted any exhibits  
11 to the other side, nor had submitted any additional  
12 witnesses to the other side. Had been reminded over and  
13 over, which I don't need to go through, that whole litany,  
14 I think, again, because I think we've gone over it. It's  
15 been a --- more than once a month over the last several  
16 months. Right?

17 MR. HONG: Right.

18 THE COURT: And you all knew it was coming.

19 MR. HONG: Right.

20 THE COURT: If you chose not to do anything. So,  
21 that was the remedy. In no way -- and the Court even said  
22 specifically, the Court would be addressing all the legal  
23 issues. And the Court did not preclude the underlying  
24 parties from testifying, it was any witnesses because,  
25 obviously, each side would be aware of the underlying

1 parties. So, there's no Findings of Fact and Conclusions  
2 of Law?

3 MR. HONG: No. And that's my fault, Your Honor.

4 THE COURT: So, you're going to have to have it by  
5 end of day today.

6 MR. HONG: That's -- that's not a problem.

7 THE COURT: Because -- and the Court's not taking  
8 a position on what it's going to do additionally as a  
9 result of that.

10 MR. HONG: Right.

11 THE COURT: But, since this trial is continued to  
12 tomorrow, at least since Proposed Findings of Fact and  
13 Conclusions of Law are something from the judge's  
14 standpoint that the judge evaluates at the conclusion ---

15 MR. HONG: Right.

16 THE COURT: --- of the trial, the Court uses it  
17 for two purposes. One, it's a guidepost; but, two, for  
18 making determinations at the conclusion of the case.

19 MR. HONG: Yeah.

20 THE COURT: That being said, I did receive one  
21 from plaintiffs and I presume you were served with --  
22 excuse me. I used the term plaintiffs. My apologies. I  
23 meant to say counter-claimant.

24 MR. HONG: Right. And that was my question, Your  
25 Honor. I know counter-claimant filed a proposed, do you

1 want us to file a proposed or just submit a Word --

2 THE COURT: Under the directions, it needs to be  
3 filed, submitted to the other side, because it's --

4 MR. HONG: Right.

5 THE COURT: -- a pleading that's being presented  
6 to the Court.

7 MR. HONG: Okay. Got it.

8 THE COURT: With a courtesy copy to the Court.

9 MR. HONG: Okay.

10 THE COURT: And, yes, the Court likes it both in  
11 Word and a hard copy for the very practical reason is in  
12 utilizing, preparing, what this Court does, it's easier to  
13 do that than I having to transfer it into Word. You all  
14 already send it to us in Word. We can utilize what we  
15 think is appropriate in light of the evidence presented  
16 during the course of the trial.

17 That being said, here's what this Court -- the  
18 Court, I've already said it multiple times but it still  
19 hasn't happened. Madam Clerk, will we ensure that the  
20 caption reads correctly and that Ms. Tobin is not an  
21 individual defendant that anyone has ever established in  
22 this case, despite the Court asking months, and months, and  
23 months on end, and the Court going back to its 2016 ruling  
24 on intervention, which is the only way that the Gordon B.  
25 Hansen Trust came into this case, an intervention. The

1 Motion was filed on behalf of Ms. Tobin as the trustee of  
2 the Gordon B. Hansen 2008 Trust. That's the way the Court  
3 granted it. To the extent that the order was prepared by a  
4 pro se that shouldn't have even submitted that order to the  
5 Court, the Court took the fact that it was. But since the  
6 motion was filed as the trustee, the order can only apply  
7 to the trustee of the Gordon B. Hansen Trust.

8 So, Madam Clerk, please ensure that there is no  
9 other reference to any party in this case --

10 MR. COPPEDGE: Your Honor, if I can --

11 THE COURT: -- as being an individual defendant.

12 MR. COPPEDGE: If I could, Your Honor? There's --

13 -

14 THE COURT: I'd appreciate it if you'd at least  
15 let me finish the sentence, please.

16 MR. COPPEDGE: I apologize, Your Honor.

17 THE COURT: Thank you so very much. So, Madam  
18 Clerk, that's the direction of the Court. Thank you.

19 THE COURT CLERK: Yes, Your Honor.

20 THE COURT: Okay. So, now we're here for the time  
21 of trial. Time of trial, I need to know if you all are  
22 going to do opening statements because you know we had 8:30  
23 to 9 o'clock. Now, since you were told there wasn't going  
24 to be various different things, the Court thought that was  
25 time, then we had tomorrow as well.

AA 002816

1 MR. HONG: Right.

2 THE COURT: So, I'm going to ask first for  
3 counter-claimant Nona Tobin as trustee for the Gordon B.  
4 Hansen Trust, dated 8-22-08, do you have an opening  
5 statement?

6 MR. HONG: Yes, Your Honor.

7 THE COURT: Okay. Then I'm going to let you do an  
8 opening statement. Then counter-defendant, you're going to  
9 have an opportunity to do an opening statement.

10 MR. HONG: Well, before an opening statement, Your  
11 Honor, can I -- because I think this may shortcut it for  
12 the record, can I put a move for a direct verdict based on  
13 the previous rulings of this Court? Because --

14 THE COURT: Well, I'm sure you can appreciate that  
15 if you look at NRCP 52, the timing of when an NRCP 52  
16 motion can be made --

17 MR. HONG: Right.

18 THE COURT: --- since the -- I haven't had opening  
19 statements --

20 MR. HONG: Right.

21 THE COURT: -- can you provide me any authority  
22 that would allow the Court to address an NRCP 52 motion  
23 prior to even opening statements?

24 MR. HONG: What -- I don't have authority, Your  
25 Honor. But the authority would be -- or the legal basis

1 would be a res judicata based on this Court's previous  
2 rulings, specifically --

3 THE COURT: Counsel, I'm not going to let you get  
4 into the substance.

5 MR. HONG: Okay. Okay. That's --

6 THE COURT: My simple question was, under NRCP 52,  
7 which is the motion you're asking for. Right?

8 MR. HONG: Yes.

9 THE COURT: Is there any basis --

10 MR. HONG: Well, I mean, if it's that or if it's a  
11 judgment not with -- well, I guess, yeah, it would be -- it  
12 would have to be a 52. I guess that's the only --

13 THE COURT: So, under NRCP 52 --

14 MR. HONG: Right.

15 THE COURT: -- you are aware of what the language  
16 says.

17 MR. HONG: Right.

18 THE COURT: Are you aware of any case that would  
19 allow before opening statements?

20 MR. HONG: I -- no. Not off hand, Your Honor.

21 THE COURT: And you're aware of what the direct  
22 language of NRCP 52 states?

23 MR. HONG: Right.

24 THE COURT: So, in light of that, are you still  
25 making that request under NRCP --

1 MR. HONG: No. No.

2 THE COURT: Okay. So, the Court need not deal  
3 with what's not before it. So, we go to opening  
4 statements. Okay. Counsel on behalf of Nona Tobin as  
5 trustee, feel free to make your opening statements to the  
6 extent you wish to do so.

7 MR. COPPEDGE: Yes, Your Honor.

8 THE COURT: Go ahead.

9 MR. COPPEDGE: A few matters -- and, I apologize,  
10 Your Honor, but you were talking. I did not want to  
11 disturb the Court and I apologize for --

12 THE COURT: No worries.

13 MR. COPPEDGE: -- for even doing it, Your Honor.  
14 There is one question -- a couple questions that you asked  
15 at the calendar call and I did not have information to  
16 provide the Court. And, so I wanted to address those  
17 matters --

18 THE COURT: Sure. But we're already past that.  
19 We already ruled. The thing is is everyone's supposed to  
20 be fully prepared at the time of the calendar call. The  
21 Court asked the questions that it asked at the calendar  
22 call, now's the time for trial so now is the time for  
23 opening statement.

24 MR. COPPEDGE: I --

25 THE COURT: Feel free to commence.

1 MR. COPPEDGE: If I can, just one point, Your  
2 Honor, is that you asked about Ms. Tobin as an individual,  
3 Your Honor.

4 THE COURT: Counsel, feel free to commence with  
5 your opening statement.

6 MR. COPPEDGE: I will, Your Honor.

7 THE COURT: Now is the time for trial. Time at  
8 calendar call, all parties, of course, were supposed to be  
9 prepared completely with the case.

10  
11 **OPENING STATEMENT**

12 BY MR. COPPEDGE:

13 In this case, Your Honor, the evidence is going to  
14 show Your Honor that at the time of this foreclosure there  
15 is no -- there's no dispute that the property at issue, the  
16 value of the property was not less than \$358,000. And the  
17 evidence is also going to show that the -- at the  
18 foreclosure sale, the property was purchased for \$63,100  
19 and title was supposedly taken in the name of Opportunity  
20 Home Loans, LLC.

21 But, Your Honor, if you look at the official  
22 ownership records of Sun City Anthem, there is no entry, no  
23 evidence that either Thomas Lucas or Opportunity Homes ever  
24 owned this property. So, if they never owned the property,  
25 they couldn't have transferred this property to JimiJack,

**AA 002820**



1 Your Honor. That's one point.

2           The law is, we think, is pretty clear on this  
3 thing, though. And the fact that there was a price that  
4 was inadequate, Your Honor, that is not in of itself  
5 insufficient to set aside an otherwise HOA foreclosure  
6 sale. However, when you have evidence of fraud,  
7 unfairness, or oppression, those irregularities in the  
8 foreclosure process, if those things are present, then you  
9 can set aside a HOA foreclosure sale. And, in this case,  
10 what we have is we have evidence that the HOA, by and  
11 through its agent, Red Rock Financial, did not send the  
12 required notices and right to hearing as required by the  
13 statutes and the CC&Rs. The HOA did not properly create  
14 payments. The HOA failed to calculate the amount due. And  
15 the HOA failed to give proper notice of the foreclosure  
16 sale affirmative defenses, even when the sale was canceled,  
17 it was never restarted, Your Honor.

18           So, how do we get to that point in time? We get  
19 there by this, Your Honor. Under NRS 116.311624, Sun City  
20 Anthem is required to provide certain notices. They're  
21 required to give a schedule of the fees that may be charged  
22 if the unit owner fails to pay a past due obligation.  
23 They're required to provide with that a proposed repayment  
24 plan. And they're required to provide a notice of the  
25 right to contest the past due obligation at a hearing

1 before the Executive Board and the procedures for  
2 requesting such hearing. That notice was not given in this  
3 case, Your Honor.

4 THE COURT: Counsel, just so you know, I'm going  
5 to stop for one quick second. The reason I'm going to stop  
6 you is my Court Recorder just told me she got a notice on  
7 her computer that it's going to restart. So, she needs --  
8 so we need to take a quick break so she can do something  
9 because the computer --

10 MR. COPPEDGE: I understand, Your Honor.

11 THE COURT: You don't want to have a computer  
12 crash right in the middle of what you're saying. So, let's  
13 make sure we have a clear record.

14 [Recess taken at 8:44 a.m.]

15 [Trial resumed at 8:46 a.m.]

16 THE COURT: Okay. We're back on the record.  
17 Thank you so much. So, Madam Court Recorder, just to  
18 confirm, you could hear everything until counsel stopped.  
19 Is that correct?

20 THE COURT RECORDER: Yes, Judge.

21 THE COURT: Okay. Perfect. Please continue.  
22 Thank you so much and sorry for that interruption due to  
23 technical difficulties beyond our control. Go ahead.

24 **CONTINUED OPENING STATEMENTS**

25 BY MR. COPPEDGE:

1           Your Honor, we stopped at the requirements of NRS  
2 116.31162 --

3           THE COURT: Correct.

4 BY MR. COPPEDGE:

5           -- [indiscernible]. Sun City Anthem claims to  
6 have sent a September 17, 2012 Notice of Intent to Lien.  
7 Now, in this case, Ms. Tobin has no recollection of ever  
8 having received that notice. But, even more importantly,  
9 in the documents provided by Sun City anthem, there's no  
10 proof of service of this notice. But even if it was sent,  
11 Your Honor, the notice itself was defective and  
12 noncompliant, Your Honor. Because there was no proceeding  
13 notice of violation, as required by NRS 116.31162, and a  
14 right to hearing, which is required by the statute and by -  
15 - also by the CC&Rs, Your Honor.

16           Also, the calculation was -- at this point, was  
17 wrong, Your Honor.

18           MR. HONG: Your Honor, may I -- I apologize. But  
19 I want to object as to his opening statement is argument  
20 and can counsel tell the Court what the evidence will show,  
21 rather than regurgitate the arguments. I mean --

22           THE COURT: Right. I mean, it has to be the  
23 actual evidence that you're going to be able show in this  
24 trial. So, that means through your own client's --

25           MR. COPPEDGE: Witness, Your Honor.

1 THE COURT: -- testimony. Right? Because you  
2 can't go back. I mean, remember, the Court's already made  
3 rulings in this case.

4 MR. COPPEDGE: I get that, Your Honor. I get  
5 that, Your Honor.

6 THE COURT: So, please, opening statement. I  
7 would appreciate it. Not closing argument as raised by  
8 counsel.

9 MR. COPPEDGE: I thought I said the very first  
10 thing --

11 THE COURT: And you're going into all the legal --  
12 yeah.

13 MR. COPPEDGE: -- Your Honor, I thought I said the  
14 evidence will show, the very first thing I said, and that's  
15 what I did not plan to, like, repeat that every time I've  
16 said an evidentiary statement, Your Honor.

17 THE COURT: Right. Counsel, I appreciate it.  
18 Feel free to move forward. It's just the Court can only  
19 take it into account of what an opening statement is, not  
20 legal argument. I appreciate it. Thank you so much.

21 MR. COPPEDGE: I thought I was speaking to facts,  
22 Your Honor. But if I got past it, I do apologize, Your  
23 Honor.

24 THE COURT: No. No worries. I was just saying --  
25 BY MR. COPPEDGE:

1           In any case, Your Honor, again, we -- the evidence  
2 will show that there was no preceding notice of violation  
3 and a right to hearing that's required by the CC&Rs.  
4 That's where I stopped talking. It will also show, Your  
5 Honor, that the claim at that point in time that was due --  
6 that was owed and dueing [sic], the \$617.94, was inaccurate  
7 and excessive because, at that time, the most that could  
8 have been due -- and this will be down by Ms. Tobin's  
9 testimony, was \$300. That would be a monthly -- I'm sorry.  
10 A quarterly fee of 275 plus, at that time, a \$25 late fee  
11 for the quarter commencing July 1.

12           There has been, Your Honor, again, some  
13 controversy, we believe, regarding the calculation of the  
14 past due amount. As the Court will recall, Ms. Tobin  
15 initially indicated that she had submitted the check for  
16 payment of the past due -- or the July 2012 dues, along  
17 with her own personal dues. During the course of  
18 discovery, she realized that that was not -- that she had  
19 mis-recalled that, Your Honor.

20           And, so, but the fact is, Your Honor, is that when  
21 the -- it was submitted along with an order -- or a letter  
22 dated October 3, 2012, regarding delinquent HOA dues for  
23 the property at issue and enclosed a check for \$300, Your  
24 Honor, to pay at that point in time, all the past due fees  
25 related to the July 2012 HOA dues and the \$25 late fee,

1 which was authorized at -- only after July 3<sup>rd</sup>, Your Honor.

2 This is confirmed -- and, again, that the  
3 miscalculation of this is that, again -- I'll back up, Your  
4 Honor. That probably is argument.

5 The problem, Your Honor, is that, in this case,  
6 with the miscalculation of the amounts that were due and  
7 owing, what we have is is that, in December of 2012, the  
8 HOA caused a Notice of Delinquent Assessment lien to be  
9 recorded against the property in the amount of \$925.76. At  
10 that point in time, Your Honor, having -- since they had  
11 not sent out the required scheduled fees that may be  
12 charged, had not complied with the CC&Rs itself, that was  
13 an incorrect amount owed because, at that time, the maximum  
14 amount that could have been owed was the -- was 275 for the  
15 period commencing October 1, 2012.

16 Also, Your Honor, the evidence will show in this  
17 case that the lender, not once but twice in this case,  
18 tendered the actual amount for the nine months of  
19 assessments that were, at one point, due.

20 Again, in this case, the evidence will show that  
21 Red Rock Financial Services, without disclosing that to --  
22 or, this new evidence they disclose that to Sun City Anthem  
23 or Ms. Tobin, that they declined to accept that. Had they  
24 done that, Your Honor, had they accepted what was tendered  
25 to them, there would be -- have been no monies due and

**AA 002826**

1 owing. And, so, there would have been no foreclosure.  
2 And, so, when you get to that point in time, Your Honor,  
3 we're at a place where there's a miscalculation of the  
4 amount that was due and owing. And there's a rejection of  
5 the tender of the undisputed amounts for the superpriority  
6 amount.

7           And, then, we get into, Your Honor, is that,  
8 again, there was a time period -- and I understand the  
9 Court's already addressed -- let me address this. But, on  
10 her own, Ms. Tobin went out and she made a public records  
11 request and to show that -- of the ombudsman and it shows  
12 that the Notice of Sale in this case was canceled, Your  
13 Honor. And I understand that the Court's -- but, in terms  
14 of what she did and what she was testified to, Your Honor,  
15 is that she obtained a -- through a public records request,  
16 she obtained a copy of the screen that shows that the sale  
17 --

18           THE COURT: Counsel, I'm going to have to stop  
19 you. This is not opening statement. Opening statement is  
20 a summary. Right? Of what evidence is going to show.  
21 You're going into legal analysis with recorders and hearsay  
22 documents and going to a lot of different things. I need  
23 you to have -- just do an opening statement. Okay?

24           MR. COPPEDGE: Your Honor, I think it's just what  
25 -- again, I think of what Ms. Tobin testified to what she

1 did. And, so, I was not arguing from a legal standpoint.  
2 I think I was testifying to what she will say she did.

3 THE COURT: And you're saying that the Bank could  
4 have done this and things would have happened that. That's  
5 not opening --

6 MR. COPPEDGE: I apologize, Your Honor.

7 THE COURT: That's not opening statement, counsel.  
8 So, --

9 MR. COPPEDGE: I --

10 THE COURT: -- when your client can only testify  
11 as a lay witness, as you know, in accordance of what she  
12 can testify to. So, most of what you're saying, you know  
13 is referencing hearsay of the things that are impermissible  
14 testimony. So, an opening statement can't reference things  
15 that aren't part of the record, cannot be done  
16 impermissibly, and statements as to what the Bank could or  
17 could not have done and things like that. So, please  
18 appreciate --

19 MR. COPPEDGE: Then, Your Honor, I guess ---

20 THE COURT: -- but we need to have opening  
21 statement --

22 MR. COPPEDGE: Your --

23 THE COURT: You understood that. So, please.  
24 Thank you.

25 MR. COPPEDGE: I have tried to, I think, Your



1 Honor, complied with that. To my knowledge, there's  
2 nothing I've said that is not a part of, I believe, what's  
3 the record in this case. Everything is either an exhibit  
4 that's been submitted in support of a motion in this case  
5 or not --

6 THE COURT: But you can't do that as part of  
7 trial, as you know, counsel. You can't just say, look at  
8 the entirety of the case from 2015 and a consolidated case  
9 from 2016, Your Honor, and consider all those for purposes  
10 of trial. You know the rules do not allow that to happen.  
11 So, I'm hearing what you're saying. But please just -- I  
12 already have an objection and, so, we need to move forward  
13 with anything from opening statement, more than glad to  
14 listen to. Thank you so very much. I appreciate it.

15 MR. COPPEDGE: I think, Your Honor, I will just --  
16 I'll think wrap it up, Your Honor, I guess, at this point  
17 in time. And you can just reiterate that the evidence from  
18 Ms. Tobin in this case, Your Honor, will demonstrate the  
19 irregularities in the foreclosure process, Your Honor,  
20 which will include the fact that there was a miscalculation  
21 as to the amount due. There was required notices that were  
22 not given, Your Honor. And, having failed to properly give  
23 the proper notice, as Your Honor -- at the conclusion, we  
24 will ask the Court to quiet title in favor of Ms. Tobin,  
25 Your Honor.

1 THE COURT: I appreciate it. Counsel for counter-  
2 defendant, your opening statement?

3 MR. HONG: Thank you, Your Honor. I'll be very  
4 brief.

5 **OPENING STATEMENT**

6 BY MR. HONG:

7 The only evidence that counter-claimant, Ms. Tobin  
8 as trustee for the Gordon Hansen Trust, is going to present  
9 is her own testimony. That's it. There's no exhibits.  
10 There's no other witnesses from the HOA or anywhere else.  
11 As a matter of law --

12 THE COURT: Counsel, I need a proper opening  
13 statement, please.

14 BY MR. HONG:

15 No. You're right. Okay. Right, right. That's  
16 it. So, after the conclusion of counter-claimant's case  
17 via the testimony of Ms. Tobin, counter-defendants will  
18 move for a directed verdict based on this Court's previous  
19 ruling on the order and the summary judgment in favor of  
20 the HOA, as well as the denial of the Motion for  
21 Reconsideration of Statement.

22 Now, the evidence will show and those rulings will  
23 show what Ms. Tobin as trustee is trying to do here is get  
24 a second shot at that ruling against my clients who have  
25 nothing to do with the sale. The evidence will -- even her

1 own testimony will show my clients are not the HOA. We're  
2 not the HOA and did not conduct the sale. So, the only way  
3 for the trust, the Gordon Hansen Trust, to get quiet title  
4 is to set aside the sale. However, again, pursuant to the  
5 Court's previous ruling, nothing against my clients can  
6 change that because my clients have not conducted the sale.  
7 And, so, with that, we'll rest, Your Honor, and the  
8 directed verdict will come after her testimony.

9 THE COURT: Okay. I do appreciate it. So, I  
10 need, at this juncture, counsel, we would then move to  
11 counter-claimant's case in chief. I'm trying to decide  
12 from a balance of time standpoint. The idea was that you  
13 would be able to do your opening statements today and,  
14 then, we were going to move -- to the extent that needed  
15 testimony or however parties wish to continue tomorrow.  
16 So, what's the estimated time do you think of counter-  
17 claimant's testimony? And, then, I'm going to ask cross-  
18 examination and I'm going to ask counter-defendant's  
19 testimony and cross-examination thereto, just so we can  
20 balance out time.

21 MR. HONG: I'm not going to have any cross-  
22 examination questions at all, just to let the Court know.

23 THE COURT: Okay. Are you going to present your  
24 own clients?

25 MR. HONG: No.

1 THE COURT: Because your own clients are able to  
2 testify. Because it's --

3 MR. HONG: No. No. No one's coming.

4 THE COURT: You all didn't disclose any additional  
5 witnesses?

6 MR. HONG: Yeah.

7 THE COURT: Okay. So, you're not -- so, how long  
8 do you anticipate for your -- any -- the Nona Tobin as  
9 trustee for the Gordon B. Hansen Trust examination --  
10 direct examination? If there's not going to be cross,  
11 there wouldn't be redirect. So, how long do you  
12 anticipate?

13 MR. COPPEDGE: I would say a couple hours, Your  
14 Honor.

15 THE COURT: Pardon?

16 MR. COPPEDGE: Maybe a couple hours.

17 THE COURT: Okay. No worries. Because what we  
18 did is -- and consistent with what we said is that means I  
19 said I would start you all tomorrow at 9:45 to do  
20 testimony. And if you -- you know, do then. Okay?

21 So, we'll see you back -- let's be clear, if I do  
22 not have Findings of Fact and Conclusions of Law by end of  
23 day, give us our courtesy copy, then there will be striking  
24 the counter -- the answers of the counter-defendants.  
25 Okay? Because this is way past the time.

1 MR. HONG: Can we approach for a second, Your  
2 Honor?

3 THE COURT: If all parties wish to approach and  
4 let the Madam Court Reporter to put on some white noise,  
5 the Court's fine with that. Go ahead. Feel free.

6 [Bench conference began at 8:59 a.m. - not transcribed]

7 [Bench conference concluded at 9:00 a.m.]

8 THE COURT: Thank you so much. Okay. So, bench  
9 trial has commenced and bench trial is going to continue  
10 tomorrow at 9:45. And one thing I'm going to tell you all,  
11 which is the same thing I told you before, is, as you know,  
12 we're doing a courtroom swapping with Judge Johnson so that  
13 each of our respective trials can get done. I'm  
14 anticipating that your trial is going to be here. And,  
15 since you don't really have anything you need but if you  
16 see a sign on the door, it may say go to 15D. Okay?

17 MR. HONG: So, we're here for now? I mean, for --

18 THE COURT: I understand that you will be here for  
19 now unless she requests that for some reason, she needs  
20 this courtroom --

21 MR. HONG: Got it.

22 THE COURT: -- tomorrow morning. Then I would  
23 think it to be appropriate, since it's the three of you.  
24 Right? You wouldn't mind going to 15D to accommodate her  
25 trial --

1 MR. HONG: No.

2 THE COURT: -- that's already got exhibits and  
3 everything sitting here in this courtroom?

4 MR. HONG: Sure.

5 THE COURT: Is that correct? I won't  
6 inconvenience you if it's not.

7 MR. HONG: And, so, are we coming here?

8 THE COURT: You're coming here.

9 MR. HONG: Okay.

10 THE COURT: Unless either, a, you're get a phone  
11 call from this department --

12 MR. HONG: Got it.

13 THE COURT: -- that says please go to 15D. Or,  
14 when you get here tomorrow, you see a sign that says please  
15 go to 15D.

16 MR. HONG: Got it.

17 THE COURT: But I don't presume that that's going  
18 to happen because I think her trial is not also going to  
19 start until 1 o'clock. But, once again, trying to just be  
20 courteous to another one of my colleagues that -- okay? I  
21 do appreciate it.

22 MR. COPPEDGE: Thank you, Your Honor.

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THE COURT: So, here, 12B, 9:45, continuation of  
trial. Thank you so very much.

PROCEEDING CONCLUDED AT 9:02 A.M.

\* \* \* \* \*

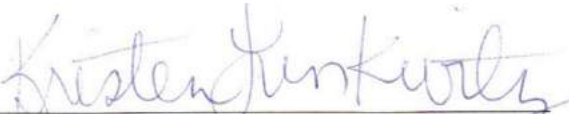
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**CERTIFICATION**

I certify that the foregoing is a correct transcript from the audio-visual recording of the proceedings in the above-entitled matter.

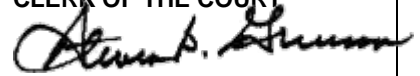
**AFFIRMATION**

I affirm that this transcript does not contain the social security or tax identification number of any person or entity.



KRISTEN LUNKWITZ  
INDEPENDENT TRANSCRIBER





1 TRAN

DISTRICT COURT

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CLARK COUNTY, NEVADA

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5

6 JOEL STOKES, JIMI JACK )  
7 IRREVOCABLE TRUST, )

CASE NO. A-15-720032

8

Plaintiffs, )

DEPT. NO. XXXI

9

vs. )

10

BANK OF AMERICA, N.A., SUN )  
11 CITY ANTHEM COMMUNITY )  
ASSOCIATION, )

**Amended Transcript of  
Proceedings**

12

Defendants. )

13

AND ALL RELATED CASES. )

14

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT JUDGE

15

**AMENDED TRANSCRIPT OF PROCEEDINGS OF PRETRIAL CONFERENCE TO  
CORRECT ATTORNEY NAME ONLY**

16

THURSDAY, APRIL 25, 2019

17

APPEARANCES:

18

For the Stokes: JOSEPH Y. HONG, ESQ.  
(Via CourtCall)

19

20

For Nationstar: MELANIE D. MORGAN, ESQ.  
For Nona Tobin: LINVEL J. COPPEDGE, ESQ.

21

22

RECORDED BY: SANDRA HARRELL, DISTRICT COURT  
TRANSCRIBED BY: KRISTEN LUNKWITZ

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Proceedings recorded by audio-visual recording, transcript  
produced by transcription service.

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THURSDAY, APRIL 25, 2019 AT 10:16 A.M.

THE COURT: *Stokes versus Bank of America*. Now, let me call this correctly because that's -- the case currently is pages 1 and 2, 720032. Now, it says *Joel Stokes versus Bank of America* but, currently, we only have a couple entities left in this case. And, so, what we're supposed to have in court, the only entities left -- and let me get this correct, just one second, is we have the trust. Just one second. So, let me get this one second. Let me get to a caption page. One second, please. Thank you so much.

[Pause in proceedings]

THE COURT: The only parties left in this case is the counter-claimant, Nona Tobin trustee of the Gordon Hansen Trust, is my understanding; JimiJack irrevocable Trust; Yuen K. Lee --

MR. COPPEDGE: Your Honor, if I --

THE COURT: -- and F. Bondurant. So, counsel for Nona Tobin, trustee for the Gordon Hansen Trust, would be whom?

MR. COPPEDGE: Joe Coppedge, Your Honor. But there's also -- Ms. Tobin has a claim as an individual as well. It's just as an individual and as trustee.

THE COURT: No.

1 MR. COPPEDGE: Yeah.

2 THE COURT: There is nothing that has been ever  
3 provided to this Court that any ownership of the property  
4 ever was in anything else other than as trustee of the  
5 Gordon Hansen Trust. And, so, that's why the captioning --

6 MR. COPPEDGE: The --

7 THE COURT: The Court -- I -- let's just -- that's  
8 what the Court understands and from the hearing. So, let's  
9 walk through real quickly. So, here, we have to have --  
10 first off, so, counsel, you are with what law firm?

11 MR. COPPEDGE: It's Mushkin, Cica, Coppedge.

12 THE COURT: Okay.

13 MR. COPPEDGE: Joe Coppedge, bar number 4954, Your  
14 Honor.

15 THE COURT: Okay. So, then we needed to have  
16 somebody here -- I know we have counsel. We're supposed to  
17 have co-counsel -- co-trial counsel on behalf of JimiJack,  
18 Yuen Lee, and F. Bondurant. Is somebody here as co-trial  
19 counsel?

20 MR. HONG: Your Honor, Joseph -- this is Joseph  
21 Hong on the phone. Co-counsel is Hong. So, Tom Grover  
22 should be there shortly. He's in another department.

23 THE COURT: That's -- counsel --

24 MR. HONG: He's not -- if he's not there, I am.  
25 But he will be there.

AA 002839

1 THE COURT: Okay. The -- co-trial counsel needed  
2 to be here. We knew this case was being called first  
3 because of its age. And nobody told us that anyone was  
4 going to be late. So, now I'm going to have to recall this  
5 case and it's going to have to get set after other cases.  
6 Okay. I'm going to have to recall this case because I  
7 don't have other trial counsel here yet. So, I only have -  
8 -

9 MS. Tobin: Your Honor, may I --

10 THE COURT: -- so, I'll have to recall it after I  
11 call come other cases. I'll recall you in just a few  
12 moments. Thank you so very much. I guess I have to recall  
13 that one. Thank you.

14 [Case trailed at 10:19 a.m.]

15 [Hearing recalled at 10:35 a.m.]

16 THE COURT: Do I now have counsel? I'm going to  
17 try and circle back if I have counsel for *Joel Stokes*  
18 *versus Bank of America*, pages 1 and 2, 720032. I still was  
19 waiting for co-counsel with regards to some of the parties.  
20 Mr. Hong, I don't still have co-trial counsel here. Mr.  
21 Hong?

22 MR. HONG: I'm contacting him now, Your Honor. He  
23 should be there. He clearly knows it was -- I spoke with  
24 him even yesterday.

25 THE COURT: Okay. I'm going to have to call

1 another case because I can't keep everybody else waiting.  
2 But, Mr. Hong, as you can appreciate, all trial counsel  
3 needed to be here by 10:15.

4 MR. HONG: No. I understand that, Your Honor. I  
5 apologize. And --

6 THE COURT: Okay. So, I'm going to -- I --

7 MR. HONG: He had one matter at 10 o'clock and he  
8 was going to come up.

9 THE COURT: Okay. Appreciate it. Thank you. I'm  
10 going to keep moving on. But it does impact your trial  
11 dates. Okay. I'm moving on. Thank you so very much.

12 [Case trailed at 10:36 a.m.]

13 [Hearing recalled at 10:40 a.m.]

14 THE COURT: So, we are now -- counsel, we do not  
15 have plaintiff's counsel, co-trial counsel in *Stokes versus*  
16 *Bank of America*. And we have taken care of every other  
17 pretrial conference other than we're waiting for one more  
18 counsel to appear. So, what department is he in, sir, so  
19 we can find out --

20 MR. HONG: He -- Your Honor, he's in the probate  
21 department, the Probate Commissioner.

22 THE COURT: You've got to be kidding, sir. You --  
23 with Judge Sturman or the Probate Commissioner?

24 MR. HONG: Well, it's in the Regional Justice  
25 Center. So, I would imagine it would be -- well, it would

1 be the Commissioner, I believe, Your Honor.

2 THE COURT: That can be all day. And there was --

3 MR. HONG: No, no. I just -- I'm texting him now  
4 and I said you need to be here, you were supposed to be  
5 here at 10:15. So, I apologize, Your Honor. I mean, he  
6 was -- it was very -- I clearly -- he and I were on the  
7 same page. He was supposed to be there at 10:15.

8 THE COURT: Okay. Counsel, we cannot hold this up  
9 any longer. I'm going to set this case. And you  
10 understand there's going to be sanctions imposed. Okay?  
11 There was a clear expressed agreement, 10:15, co-trial  
12 counsel had to be here, counsel. You understood that. You  
13 understood that.

14 MR. HONG: Okay. I -- Your Honor, I understand  
15 that. I have to be responsible for my co-counsel. If he  
16 didn't show up on time then I understand on the sanctions.  
17 There's nothing I can do about that.

18 THE COURT: And we waited and went through  
19 everybody else. Okay? It's --

20 MR. HONG: No, no. I understand. Your Honor, I  
21 completely understand. And I know I'm disappointed with my  
22 co-counsel for doing this. So, yes, I completely  
23 understand.

24 THE COURT: And did not notify the Court either  
25 that was going to be late. So, we're going to need to

AA 002842

1 recall, which was pages 1 and 2, 720032, which is *Stokes*  
2 *versus Bank of America*. Okay. Can I have appearances  
3 again, please?

4 MR. COPPEDGE: Joe Coppedge, appearing for Ms.  
5 Tobin as trustee and as an individual, Your Honor. And Ms.  
6 Tobin's also present.

7 MS. MORGAN: Melanie Morgan for Nationstar.

8 THE COURT: Mr. Hong is co-trial counsel. Are you  
9 going to make your appearance?

10 MR. HONG: Yes, Your Honor. Joseph Hong for the  
11 JimiJack irrevocable Trust, F. Bondurant, and Yuen Lee.

12 THE COURT: Okay. Before Ms. Morgan -- when we  
13 first started to call this case, I don't think you were  
14 here. Let me have counsel -- you represent both Ms. Tobin.  
15 You said that she has a claim as a cross-claimant in an  
16 individual capacity? Because the Court --

17 MR. COPPEDGE: She filed a crossclaim as an  
18 individual and as trustee, Your Honor, as I understand it.

19 THE COURT: Because that's --

20 MR. COPPEDGE: She was the beneficial.

21 THE COURT: Because that's not what Mr. Mushkin --  
22 and, remember the prior -- okay. Couldn't find anywhere in  
23 this case that there was any individual claims. Now,  
24 understand that caption may have that but you're  
25 representing both. Is that correct?

1 MR. COPPEDGE: That's correct, Your Honor. At  
2 this time, we do. I mean, and to advise the Court, Ms.  
3 Tobin has requested that we withdraw as counsel for her as  
4 an individual so she can do her own filings, Your Honor.

5 THE COURT: Okay. Well, but, as of today, April  
6 25<sup>th</sup>, 2019, you are counsel of record for Ms. Tobin as  
7 trustee of the Gordon Hansen Trust. Correct?

8 MR. COPPEDGE: That's correct, Your Honor.

9 THE COURT: As also to the extent that you assert  
10 that she may have a claim in her individual capacity?

11 MR. COPPEDGE: As of today, that's correct, Your  
12 Honor.

13 THE COURT: Okay. So, let's -- the Court, in  
14 trying to evaluate whether there is or is not an individual  
15 claims, is not going to revisit that issue today. But let  
16 me be clear about something. Because, on Tuesday, there  
17 was hearings and documents had to be stricken because Ms.  
18 Tobin filed documents under her name, which it's completely  
19 improper, as you know, because she's represented by  
20 counsel. So, this Court did strike a series of documents  
21 that were filed by Ms. Tobin. Because an individual cannot  
22 file documents when they are represented by counsel. Only  
23 counsel who represents, whether it's an individual -- and  
24 when I use the term individual, individual party,  
25 corporation, entity, trust, etcetera. You understand? Any



1 --

2 MR. COPPEDGE: And I told Ms. Tobin that until we  
3 withdrew, she could not file documents in her own  
4 individual name, Your Honor. And that's why she's asked  
5 that we withdraw as her counsel as an individual.

6 THE COURT: I'm just being clear; the Court did  
7 strike -- there was a series of documents --

8 MR. COPPEDGE: I understood, Your Honor.

9 THE COURT: -- that were filed, I believe -- and  
10 I'm doing this by memory, I believe it was April 9<sup>th</sup>, I  
11 believe it was April 12<sup>th</sup>. There was duplicative documents.  
12 I think April 9<sup>th</sup>, April 12<sup>th</sup>, and -- that were stricken  
13 because they could not have been filed because your firm  
14 showed as counsel of record and those were filed under Ms.  
15 Tobin's individual name.

16 MR. COPPEDGE: Understood.

17 THE COURT: So, those were stricken as rogue  
18 documents. Okay?

19 MR. COPPEDGE: Since Ms. Tobin is here today, Your  
20 Honor, would the Court -- and would confirm this, would the  
21 Court entertain a -- an oral motion to allow us to withdraw  
22 as her counsel as an individual, entered today?

23 THE COURT: Okay. Today is only teed up for  
24 purposes of --

25 MR. COPPEDGE: Understood, Your Honor.

1           THE COURT: -- pretrial conferences for the very -  
2 - a lot of very good reasons. Okay? Including the fact  
3 that the Court is starting a jury trial at 11 o'clock.  
4 Okay? So, you can appreciate that we need to ensure that  
5 everybody has a full opportunity for their scheduled  
6 matters to get heard. As you can appreciate, the rules  
7 specifically require at least a judicial day's notice with  
8 regards to different issues. The Court takes no position  
9 on anything. But we have to get trial set today --

10           MR. COPPEDGE: Understood, Your Honor.

11           THE COURT: -- as scheduled. So, that is what we  
12 have for today.

13           I did -- the Court was just making you aware since  
14 no one appeared at the hearing, there -- that those  
15 documents were stricken for the reason that they were  
16 stricken. That's, of course, publicly available on the  
17 minutes when they get posted. But no one was here and no  
18 one from your firm was here, Ms. Tobin wasn't here, it was  
19 a regularly noticed hearing that was left on just in case  
20 anyone was going to appear, even though those pleadings  
21 were not proper. But just in case so that everyone could  
22 be informed --

23           MR. COPPEDGE: Understood, Your Honor.

24           THE COURT: -- when I did have counsel from  
25 Nationstar here and Mr. Hong on behalf of the various

1 parties he represented were here as well. And, so, the  
2 Court, on the record, did strike those various documents  
3 that had been filed by an individual who was represented by  
4 counsel, as would be in any case because an individual --  
5 whether it's an individual or corporation, entity, when  
6 they're represented by counsel, only counsel can file  
7 documents on behalf of -- on -- in a case. So, that was  
8 taken care of.

9           So, that all being said, today is the day we need  
10 to set this case for trial. This case needs to be set for  
11 trial and it's going to be set in the appropriate stack,  
12 which is the stack --- some of you may or may not have  
13 heard that cases have already been set. Now, what this  
14 Court shows is the only parties left in this case -- and I  
15 appreciate Nationstar's counsel is currently here because  
16 while there is a resolution, there is not Notice of Entry  
17 of Order or with regards to that. Is that correct?

18           MS. MORGAN: That's correct. And I also came  
19 because I had circulated a stipulation to conform the  
20 caption to remove the remaining claim against the HOA and  
21 to clarify Ms. Tobin's role, as I understood it, was only  
22 as trustee for the trust. Mr. Coppedge and I spoke  
23 yesterday. That's not their understanding. Apparently,  
24 they understand Ms. Tobin to have claims in both her  
25 individual capacity and in a capacity as trustee. So, we

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1 didn't get that stipulation signed due to the ongoing  
2 confusion about that. But, as far as Nationstar is  
3 concerned, correct, we're out of the case, so we don't have  
4 a position on when it goes to trial. We'll get the stip  
5 filed in advance of the --

6 THE COURT: Okay.

7 MS. MORGAN: -- all of that.

8 THE COURT: So, I appreciate that. So, for  
9 purposes of Nationstar, you're more than welcome to stay,  
10 you're more than welcome not to be here. You're complaint  
11 because you're -- technically have not filed a stipulation  
12 to formally have you out of the case. But since you've set  
13 forth your position and there is no claims remaining in the  
14 caption as is that involves Nationstar -- and I'm going to  
15 confirm that. Looking at the caption, we went over this on  
16 Tuesday. But, looking at the caption again, you have  
17 settled with -- resolved or settled with all parties. Is  
18 that correct?

19 MS. MORGAN: That's correct.

20 THE COURT: Does anyone disagree that there's any  
21 Nationstar claim? Counsel --

22 MR. HONG: No, Your Honor.

23 THE COURT: Okay. So, that's all of JimiJack  
24 entities. And there's nothing with regards to anything in  
25 the way that the current caption reads based on the rulings

1 of this Court with any other parties. So, Nationstar is  
2 out of this as the case currently sets.

3 MR. COPPEDGE: Based on the Court's ruling, that's  
4 correct, Your Honor.

5 THE COURT: Okay. So, Nationstar, you're welcome  
6 to stay and you're welcome not to be here. It is  
7 completely your choice.

8 MS. MORGAN: I think, since this one has a lot of  
9 moving parts and I'm here already, I'll just stay.

10 THE COURT: That's perfectly fine.

11 MS. MORGAN: All right.

12 THE COURT: Some people are always welcome to  
13 stay. I just -- sometimes people have other places they  
14 need to go. So, if they're not required if they don't need  
15 to be there.

16 Okay. So -- and, counsel, I will note your co-  
17 trial counsel is still not here. So, we are going to get  
18 this set. Pick how many days. So, the only remaining  
19 parties in this case, I'm just going to call it, is the  
20 Tobin party's -- potential parties, I'm just going to say.

21 MR. COPPEDGE: That's one, Your Honor. That's --

22 THE COURT: And, then, it is the parties  
23 represented in the counter-claimant role, represented by  
24 you, Mr. Hong. Correct?

25 MR. COPPEDGE: Correct. Correct.

1 THE COURT: And with co-trial --

2 THE COURT: Right. So, how many days --

3 MR. HONG: That is correct. And, now, as counter-  
4 defendants. Your Honor.

5 THE COURT: Right.

6 MR. HONG: As counter-defendants.

7 THE COURT: Only in the counter-defendant roles.  
8 That's what I'm saying. Only in the counter-defendant  
9 roles. That's the only thing that we show is the counter -  
10 -

11 MR. HONG: That's correct.

12 THE COURT: Okay. So, without getting into the  
13 distinction about whether or not -- there's only the  
14 counter-claimant versus counter-defendant. So, it is --  
15 whether it's --

16 MR. HONG: That's correct.

17 THE COURT: -- Tobin individual and Tobin as  
18 trustee or whether it's just Tobin as trustee, the Court's  
19 not going to address that right now. I'm just going to  
20 call it Tobin --

21 MR. COPPEDGE: Okay.

22 THE COURT: -- for ease. Tobin, like I said, just  
23 for ease, and not to take any verbiage from that, anything  
24 else, versus JimiJack irrevocable Trust, Yuen Lee, and F.  
25 Bondurant. That's the only thing that this Court --

1 MR. HONG: Correct.

2 THE COURT: -- well, technically, there's does and  
3 roes but the time to amend is way past. So, there really  
4 isn't does and roes at this juncture. Is that correct,  
5 counsel?

6 MR. COPPEDGE: That's correct, Your Honor.

7 THE COURT: Okay. So, that's the only thing  
8 that's left at this juncture that needs to be set for  
9 trial. That is a bench trial. How many days?

10 MR. COPPEDGE: Does the Court afford full days,  
11 Your Honor? Or do you star, like, at 10:30 or 11 o'clock?

12 THE COURT: You may not have heard what I said a  
13 moment ago.

14 MR. COPPEDGE: I --

15 THE COURT: Mondays and Fridays are 9 o'clock,  
16 sometimes 8:30 if the parties specifically request it.  
17 Tuesdays and Thursday, we have a motion calendar. Usually  
18 we start by 10:30 or 11, depending on the breadth of the  
19 motion calendar, depending on the attorneys getting here on  
20 time. Wednesdays, sometime 9:30 or 10, depending on the  
21 breadth of my CD calendar and when -- and I have CD  
22 calendars three of the four Wednesdays a month. So, on a  
23 non-CD Wednesday, I can start at 9. Okay? So, that's --

24 MR. HONG: Your Honor, if I can chime in? I don't  
25 find -- or I don't believe -- and I'll defer to counsel,

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1 but I don't believe it's going to be more than half a day.  
2 I can't fathom it being possibly more than half a day.

3 THE COURT: Okay. Well, I'll ask you, on behalf  
4 of your client, how many witnesses do you anticipate, sir?  
5 Mr. Hong?

6 MR. HONG: Zero.

7 THE COURT: Zero? Okay. So, on behalf of  
8 counter-claimant, how many witnesses?

9 MR. COPPEDGE: At least four, Your Honor.

10 THE COURT: Okay. So, four. Okay. I don't know  
11 if you all are waiving openings or not. But -- so, how  
12 many days do you think? One, two?

13 MR. COPPEDGE: I would have said two full days.  
14 But I -- maybe two and a half days, Your Honor. It may  
15 linger over. Two days, Your Honor.

16 THE COURT: With four witnesses?

17 MR. COPPEDGE: Ms. Tobin is going to be on the  
18 stand for a long time, Your Honor.

19 THE COURT: Okay. Well, so, two days. So, two  
20 days, you know where I can actually put you? I can put you  
21 at the very beginning of the stack, Wednesday, Thursday,  
22 number 2, May 29<sup>th</sup> and 30<sup>th</sup>, or May 30<sup>th</sup>, May 31<sup>st</sup> if you  
23 want.

24 MR. COPPEDGE: When we were here before, Your  
25 Honor, I advised the Court that I am out of town for a



1 wedding May 25 through June 2.

2 THE COURT: Okay.

3 MR. COPPEDGE: I --

4 THE COURT: I appreciate you bringing that back to  
5 the Court's attention because you can appreciate it's been  
6 a lot of hearings in between the time. And --

7 THE COURT: You would not recall that, Your Honor.  
8 But it's the only conflict I have is that.

9 THE COURT: No worries. Okay. Then we can put  
10 you right -- number -- or I could put you -- I'm not going  
11 to -- I'm not going to do that to myself.

12 [Colloquy at the bench]

13 THE COURT: Okay. How about -- you said you're  
14 back on the 2<sup>nd</sup>?

15 MR. COPPEDGE: Yes, Your Honor.

16 THE COURT: How about if I put you a little bit  
17 later in that week? Put you number 3, starting on either  
18 the 4<sup>th</sup> or 5<sup>th</sup> of that week?

19 MR. COPPEDGE: That's fine, Your Honor.

20 THE COURT: I mean, I can start you on the 3<sup>rd</sup>. I  
21 just didn't know if you want to start on the --

22 MR. COPPEDGE: I would prefer not, Your Honor.

23 THE COURT: That's why I was saying a little bit  
24 later in the week. But since you're only going to be two  
25 days, I can start you the 4<sup>th</sup> or the 5<sup>th</sup> of that week.

AA 002853

1 MR. COPPEDGE: The 5<sup>th</sup> would be fine, Your Honor, I  
2 think.

3 THE COURT: The 5<sup>th</sup>? Put you number 3 on the 5<sup>th</sup>?  
4 Okay. Does that work for you, Mr. Hong?

5 MR. HONG: The number -- on the 5<sup>th</sup> of June, Your  
6 Honor?

7 THE COURT: Fifth of June, number 3.

8 MR. HONG: Fifth of June. Yes, that's fine, Your  
9 Honor.

10 THE COURT: Okay. And since that's a Wednesday,  
11 we could probably start you -- it probably would start --  
12 that's a CD Wednesday. Is it not, Madam Clerk?

13 THE COURT CLERK: Yes.

14 THE COURT: I just didn't see if I have any CD  
15 matters already on that Wednesday or not. I can just leave  
16 it.

17 [Colloquy at the bench]

18 THE COURT: There's only five. Okay. So, I can  
19 say 10 o'clock on June 5<sup>th</sup>. Okay?

20 MR. HONG: Thank you, Your Honor.

21 THE COURT: Ten o'clock on June 5<sup>th</sup>.

22 Now, in light of that, would you like me to move -  
23 - realize it does not open up anything, but I could move  
24 your calendar call to that preceding -- it's not going to  
25 be the Tuesday. I'm going to have to do it on special

1 setting on Wednesday the 29<sup>th</sup>. Okay?

2 MR. COPPEDGE: I'm out of town.

3 THE COURT: Oh no. You're not there. You're not  
4 here.

5 MR. COPPEDGE: I'm out of town. But Mr. Mushkin -  
6 -

7 THE COURT: I was going to say, someone else can  
8 carry it, it's just bringing in exhibits and everything.  
9 Right?

10 MR. COPPEDGE: Yeah.

11 THE COURT: Okay. So, on the 29<sup>th</sup>, special  
12 setting. I'd have to do a calendar call because I'm not --  
13 we're going to be dark on the 28<sup>th</sup>. Okay? The 29<sup>th</sup> at 9  
14 a.m. will be your calendar call. That does not reopen up  
15 anything. It's just as a date when you would bring  
16 everything. Would you like that so that you're not doing  
17 the first week? or I can leave your calendar call as  
18 scheduled or I can put you on the 29<sup>th</sup>. What would you  
19 prefer?

20 MR. COPPEDGE: What's the current calendar?

21 THE COURT: Pardon?

22 MR. COPPEDGE: What's the current date, Your  
23 Honor, of the calendar call?

24 THE COURT CLERK: May 21<sup>st</sup>.

25 THE COURT: It's just a matter of --

1 MR. COPPEDGE: I prefer the 21<sup>st</sup>, Your Honor.

2 THE COURT: It's just bringing your exhibits and  
3 stuff. The 21<sup>st</sup>, you're all set anyway.

4 So, Mr. Hong, did -- should we just leave you on  
5 the 21<sup>st</sup> and make life easy?

6 MR. HONG: Actually, Your Honor, if we can do it  
7 on the 29<sup>th</sup>? On the 21<sup>st</sup> --

8 THE COURT: Counsel, your co-counsel's not here  
9 today. I think what you'd like me to do is do the 21<sup>st</sup>  
10 because since your co-counsel is not here today, we're  
11 leaving it on the 21<sup>st</sup> at the request of plaintiff's  
12 counsel. Aren't we? Yes, we are.

13 MR. HONG: Well, the reason I was going to say is  
14 I'm scheduled to be at my son's graduation in New York City  
15 on the 21<sup>st</sup>, Your Honor. But, I guess, if my co-counsel can  
16 appear. Right? Your Honor, my co-counsel can --

17 THE COURT: No. Your co-counsel is not going to  
18 have the opportunity to appear because he's not here today.  
19 And it's already been 40 minutes --

20 MR. HONG: Okay.

21 THE COURT: -- 45 minutes. No, we're not  
22 providing that opportunity again.

23 MR. HONG: Right. No, no, no, no. What I was  
24 asking is if my co-counsel can appear on May 21<sup>st</sup>, if --

25 THE COURT: Counsel, he's not here today. We're

1 not going to leave that open --

2 MR. HONG: Okay. Okay.

3 THE COURT: -- for him not to appear again.

4 MR. HONG: Then, can we appear on the 29<sup>th</sup>? Can we  
5 do it the 29<sup>th</sup>, Your Honor? Because I'm scheduled to be in  
6 New York City for my son's graduation.

7 THE COURT: What day do you leave and what day do  
8 you come back, sir?

9 MR. HONG: I leave on Monday and I come back on  
10 Thursday, Your Honor. The graduation is the 21<sup>st</sup> and the  
11 22<sup>nd</sup>.

12 THE COURT: I'm sorry. You come back on what day?

13 MR. HONG: I come back on Thursday.

14 THE COURT: You'll be back in town on Thursday or  
15 you won't be back in town on Thursday?

16 MR. HONG: I will be in town on Thursday. But,  
17 most likely, I will be landing in the afternoon on  
18 Thursday, Your Honor.

19 THE COURT: Do you already have your flight back,  
20 counsel?

21 MR. HONG: Yes, Your Honor.

22 THE COURT: What time is your flight back,  
23 counsel?

24 MR. HONG: Well, I don't have it in front of me.  
25 My wife scheduled that, Your Honor. But I imagine I'm

1 going to be on the morning flight on Thursday because I did  
2 tell her I need to be back in Las Vegas on Thursday. So,  
3 if I'm on the morning flight, New York time, I believe I  
4 should be back, landing maybe 1 or 12 noon, right around  
5 there. That's what I'm thinking, Your Honor.

6 THE COURT: So, let's -- you're here on Thursday.  
7 Are you? The 23<sup>rd</sup>, counsel?

8 MR. COPPEDGE: Yes, Your Honor.

9 THE COURT: So, let's do it at 3:30. I'll take a  
10 break from my trial. It's a perfect time to take a break  
11 from my trial. Okay?

12 MR. COPPEDGE: May 23 at 3:30, Your Honor?

13 MR. HONG: Okay. That will work, Your Honor.

14 THE COURT: Does that work? I'll be in trial  
15 anyway. Okay. At 3:30, we'll do the calendar call then?

16 MR. COPPEDGE: That's fine, Your Honor.

17 THE COURT: That meets both your needs. Right?  
18 Before one leaves and after one gets back. Three-thirty on  
19 the 23<sup>rd</sup>, then. Okay? Thank you so very much.

20 MR. HONG: Thank you, Your Honor.

21 THE COURT: Okay.

22 MR. COPPEDGE: So, we grab the orange copy, Your

23 ...

24 ...

25 ...

1 Honor?

2

THE COURT: Bench trials are orange. Yes.

3

4

PROCEEDING CONCLUDED AT 10:59 A.M.

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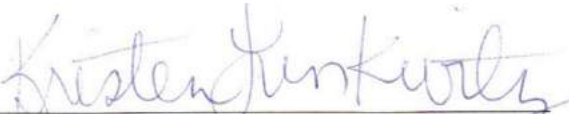
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**CERTIFICATION**

I certify that the foregoing is a correct transcript from the audio-visual recording of the proceedings in the above-entitled matter.

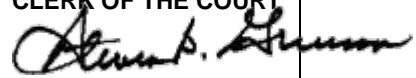
**AFFIRMATION**

I affirm that this transcript does not contain the social security or tax identification number of any person or entity.



KRISTEN LUNKWITZ  
INDEPENDENT TRANSCRIBER





**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\*\*\*\*

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 Nona Tobin's Motions for a New Trial Per Rule 54 (B) and Rule 59 (1)(A)(B)(C)(F) in the above-entitled matter is set for hearing as follows:

**Date:** August 27, 2019

**Time:** 9:00 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

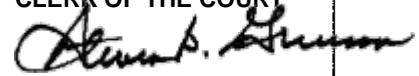
By: /s/ Patricia Azucena-Preza  
Deputy Clerk of the Court

**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 002861



1 NOAS  
2 MICHAEL R. MUSHKIN, ESQ.  
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3 L. JOE COPPEDGE, ESQ.  
4 Nevada Bar No. 4954  
MUSHKIN CICA COPPEDGE  
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6 Las Vegas, Nevada 89121  
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michael@mccnvlaw.com  
jcoppedge@mccnvlaw.com

9 *Attorneys for Nona Tobin,*  
10 *as Trustee of the Gordon B. Hansen Trust*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 JOEL A. STOKES and SANDRA F. STOKES,  
14 as trustee of the JIMI JACK IRREVOCABLE  
15 TRUST,

16 Plaintiffs,  
17 vs.

18 BANK OF AMERICA, N.A.;

19 Defendant.

20 NATIONSTAR MORTGAGE, LLC,

21 Counter-Claimant,  
22 vs.

23 JIMI JACK IRREVOCABLE TRUST,

24 Counter-Defendant.

25  
26 CAPTION CONTINUES BELOW  
27  
28

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

**NOTICE OF APPEAL**

AA 002862

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

4 Counter-Claimant,

5 vs.

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

13 Counter-Defendants.

### 14 NOTICE OF APPEAL

15 Notice is hereby given that NONA TOBIN, as Trustee of the Gordon B. Hansen Trust,  
16 dated 8/22/08, Counterclaimant in the above entitled matter, hereby appeals to the Supreme Court  
17 of Nevada from the following:

- 18 1. the Findings of Facts, Conclusions of Law and Judgment entered in this action on June  
19 24, 2019;
- 20 2. the Findings of Fact, Conclusions of Law and Order of Cross-Defendant Sun City  
21 Anthem Community Association's Motion for Summary Judgement entered in this  
22 action on April 17, 2019;
- 23 3. the Order Denying Motion for Reconsideration entered in this action on May 31, 2019.

24 DATED this 23 day of July, 2019

25 MUSHKIN CICA COPPEDGE

26   
27 MICHAEL R. MUSHKIN, ESQ.

28 Nevada Bar No. 2421

L. JOE COPPEDGE, ESQ.

Nevada Bar No. 4954

4495 S. Pecos Road

Las Vegas, Nevada 89121

AA 002863

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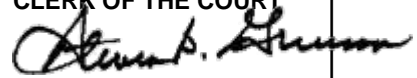
**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **Notice of Appeal** was submitted electronically for filing and/or service with the Eighth Judicial District Court on this 23<sup>rd</sup> day of July, 2019. Electronic service of the foregoing document shall be upon all parties listed on the Odyssey eFileNV service contact list.



---

An Employee of  
MUSHKIN CICA COPPEDGE



1 NOAS  
2 MICHAEL R. MUSHKIN, ESQ.  
Nevada Bar No. 2421  
3 L. JOE COPPEDGE, ESQ.  
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8 jcoppedge@mccnvlaw.com

9 *Attorneys for Nona Tobin,*  
10 *as Trustee of the Gordon B. Hansen Trust*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 JOEL A. STOKES and SANDRA F. STOKES,  
14 as trustee of the JIMI JACK IRREVOCABLE  
15 TRUST,

16 Plaintiffs,  
17 vs.

18 BANK OF AMERICA, N.A.;

19 Defendant.

20 NATIONSTAR MORTGAGE, LLC,

21 Counter-Claimant,  
22 vs.

23 JIMI JACK IRREVOCABLE TRUST,

24 Counter-Defendant.

25  
26 CAPTION CONTINUES BELOW  
27  
28

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

**CASE APPEAL STATEMENT**

AA 002865

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

3 Counter-Claimant,

4 vs.

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

10 CORPORATIONS 1-10, inclusive,  
11 Counter-Defendants.

#### 12 CASE APPEAL STATEMENT

13 NONA TOBIN, as Trustee of the Gordon B. Hansen Trust, dated 8/22/08, by and through  
14 his undersigned attorneys and for Case Appeal Statement, states as follows:

15 1. Name of appellant filing this case appeal statement:

16 NONA TOBIN, as Trustee of the Gordon B. Hansen Trust, dated 8/22/08

17 2. Identify the judge issuing the decision, judgment, or order appealed from:

18 The Honorable Joanna S. Kishner.

19 3. Identify each appellant and the name and address of counsel for each appellant:

20 NONA TOBIN, as Trustee of the Gordon B. Hansen Trust, dated 8/22/08,  
21 Appellant

22 Michael R. Mushkin, Esq.  
23 Nevada State Bar No. 2421  
24 Mushkin Cica Coppedge  
4495 South Pecos Road  
Las Vegas, Nevada 89121

25 L. Joe Coppedge, Esq.  
26 Nevada State Bar No. 4954  
27 Mushkin Cica Coppedge  
4495 South Pecos Road  
28 Las Vegas, Nevada 89121

AA 002866

1           4.     Identify each respondent and the name and address of appellate counsel, if known,  
2 for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much  
3 and provide the name and address of that respondent's trial counsel):

4                   a.     Joel A. Stokes and Sandra F. Stokes as Trustees of the Jimijack Irrevocable  
5                             Trust, Yuen K. Lee and F. Bondurant, LLC, Respondents

6                             Respondent's appellate counsel is unknown. Trial counsel was:

7                             Joseph Y. Hong, Esq.  
8                             Nevada Bar No. 5995  
9                             Hong & Hong Law Office  
                              1980 Festival Plaza Drive, Suite 650  
                              Las Vegas, Nevada 89135

10                   b.     Sun City Anthem Community Association, Respondent

11                             Respondent's appellate counsel is unknown. Trial counsel was:

12                             Kaleb D. Anderson, Esq.  
13                             Nevada Bar No. 7582  
14                             Lipson Neilson, P.C.  
                              9900 Covington Cross Drive, Suite 120  
                              Las Vegas, Nevada 89144

15                             David T. Ochoa  
16                             Nevada Bar No. 10414  
17                             Lipson Neilson, P.C.  
                              9900 Covington Cross Drive, Suite 120  
                              Las Vegas, Nevada 89144

18                   c.     Nationstar Mortgage, LLC, Respondent

19                             Respondent's appellate counsel is unknown. Trial counsel was:

20                             Melanie D. Morgan, Esq.  
21                             Nevada Bar No. 8215  
22                             Akerman, LLP  
                              1635 Village Center Circle, Suite 200  
23                             Las Vegas, Nevada 89134

24           5.     Indicate whether any attorney identified above in response to question 3 or 4 is not  
25 licensed to practice law in Nevada and, if so, whether the district court granted that attorney  
26 permission to appear under SCR 42 (attach a copy of any district court order granting such  
27 permission):

28                             The attorneys identified above are licensed to practice law in Nevada.

AA 002867

1           6.     Indicate whether appellant was represented by appointed or retained counsel in the  
2 district court:

3                   Appellant was represented by retained counsel.

4           7.     Indicate whether appellant is represented by appointed or retained counsel on appeal:  
5                   Appellant is represented by retained counsel.

6           8.     Indicate whether appellant was granted leave to proceed in forma pauperis, and the  
7 date of entry of the district court order granting such leave:

8                   No

9           9.     Indicate the date the proceedings commenced in the district court (e.g., date  
10 complaint, indictment, information, or petition was filed):

11                   The original Complaint was filed on June 16, 2015.

12           10.    Provide a brief description of the nature of the action and result in the district court,  
13 including the type of judgment or order being appealed and the relief granted by the district court:

14                   This is an action to quiet title to real estate following an HOA foreclosure. The  
15 Gordon B. Hansen Trust dated August 22, 2008 (the "Trust") was the owner of the subject property  
16 at the time of the foreclosure. Nona Tobin ("Tobin"), as Trustee of the Trust appeals from (i) the  
17 Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City Anthem Community  
18 Association's Motion for Summary Judgment entered on April 17, 2019, which granted Sun City  
19 Anthem Community Association's Motion for Summary Judgment and Nationstar Mortgage, LLC's  
20 limited joinder, (ii) the Order Denying Motion for Reconsideration entered on May 31, 2019, which  
21 denied Tobin's Motion for Reconsideration, and (iii) the final judgment entered in this action on  
22 June 24, 2019 in the form of Findings of Fact, Conclusions of Law and Judgment entered in favor  
23 of the remaining Respondents, Joel A. Stokes and Sandra F. Stokes as Trustees of the Jimijack  
24 Irrevocable Trust, Yuen K. Lee and F. Bondurant, LLC on Tobin's counterclaim to quiet title to the  
25 subject property.

26           11.    Indicate whether the case has previously been the subject of an appeal to or original  
27 writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket number of  
28 the prior proceeding:

AA 002868



1 This case has **not** been previously been the subject of an appeal to or original writ  
2 proceeding in the Supreme Court.

3 12. Indicate whether this appeal involves child custody or visitation:

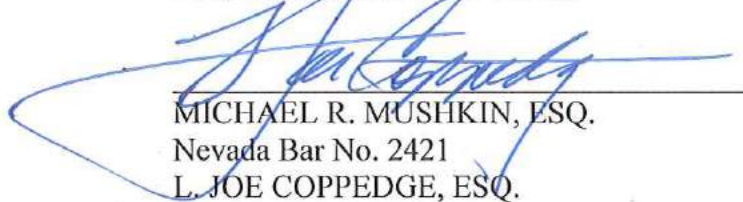
4 This case does **not** involve child custody or visitation.

5 13. If this is a civil case, indicate whether this appeal involves the possibility of  
6 settlement:

7 Settlement is unlikely.

8 DATED this 23 day of July, 2019

9 MUSHKIN CICA COPPEDGE

10 

11 MICHAEL R. MUSHKIN, ESQ.

12 Nevada Bar No. 2421

13 L. JOE COPPEDGE, ESQ.

14 Nevada Bar No. 4954

15 4495 S. Pecos Road

16 Las Vegas, Nevada 89121

17 *Attorneys for Appellant, Nona Tobin as Trustee of*  
18 *the Gordon B. Hansen Trust, dated 8/22/08*

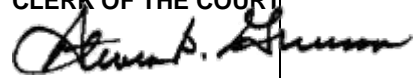
19 **CERTIFICATE OF SERVICE**

20 I hereby certify that the foregoing **Case Appeal Statement** was submitted electronically for  
21 filing and/or service with the Eighth Judicial District Court on this 23<sup>rd</sup> day of July, 2019.  
22 Electronic service of the foregoing document shall be upon all parties listed on the Odyssey  
23 eFileNV service contact list.

24 

25 An Employee of  
26 MUSHKIN CICA COPPEDGE

27  
28 AA 002869



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DISTRICT COURT  
CLARK COUNTY, NEVADA

JOEL A. STOKES AND  
SANDRA F. STOKES, as  
trustees of the JIMI JACK  
IRREVOCABLE TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN  
CITY ANTHEM COMMUNITY  
ASSOCIATION, INC.: DOES I  
THROUGH X AND ROE  
BUSINESS ENTITIES I through  
X, INCLUSIVE,

Defendants.

CASE#: A-15-720032-C  
DEPT. XXXI

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT  
JUDGE

THURSDAY, SEPTEMBER 29, 2016

**RECORDER'S TRANSCRIPT OF HEARING  
ALL PENDING MOTIONS**

APPEARANCES:

For the Plaintiffs: JOSEPH Y. HONG, ESQ.

Also Appearing: NONA TOBIN, PRO SE

RECORDED BY: RACHELLE HAMILTON, COURT RECORDER

AA 002870

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**INDEX**

Motion, denied

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Las Vegas, Nevada, Thursday, September 29, 2016

[Case called at 9:12 a.m.]

THE COURT: Okay, so we'll do JimiJack, pages 4 and 5, Irrevocable Trust versus Bank of America, 720032. Do I have all the parties?

MR. HONG: Yes, Your Honor.

THE COURT: We had other parties last time.

MR. HONG: The other parties --

THE COURT: Let me make your appearance --

MR. HONG: Yes.

THE COURT: -- and then we'll find out. Thank you so much.

MR. HONG: Good morning, Your Honor, Joseph Hong for Plaintiff JimiJack.

MS. TOBIN: Nona Tobin, Pro Se litigant.

MR. HONG: Your Honor, the other parties didn't file any written, you know, as to this motion, as to this.

THE COURT: Okay, but were they given notice of today's hearing?

MS. TOBIN: Yes, but Nationstar did not object to my motion to intervene.

THE COURT: Okay.

MR. HONG: I believe they were, Your Honor. Looking at the e-service -- well, I was e-served, so I got [indiscernible].

THE COURT: And once again, you may or may not be aware

1 that we don't get copies of all your e-service unless it's attached to a  
2 pleading, because we can't because if you think about all the  
3 communications you all -- everyone does through e-service. We're not  
4 supposed to have notice of certain things.

5           Okay, so I have the opposition to your motion to intervene.  
6 Now untimely, we know your reply was untimely by more than 18 days.  
7 Your motion -- your opposition -- your reply document there's --

8           MS. TOBIN: No, his was late.

9           THE COURT: Let me double check, well, okay. For purposes  
10 of what I see, we have the motion to intervene on 7/29. We have  
11 the -- oh, just a moment, I have to go here. The opposition on 8/30.

12           MS. TOBIN: So he was opposed and he was late.

13           THE COURT: And then yours was not even -- then we have an  
14 affidavit filed on 9/23 and a reply on 9/9?

15           MS. TOBIN: 9/9.

16           THE COURT: The affidavit was what I was referencing when  
17 I --

18           MS. TOBIN: That was to supplement --

19           THE COURT: But you can't supplement without overt leave of  
20 Court.

21           MS. TOBIN: Oh.

22           THE COURT: And you need to do your oppositions on time.  
23 So are both sides going to waive and the Court should have taken into  
24 consideration and did take -- would you like the Court to take into  
25 consideration all pleadings on this?

1 MR. HONG: That's fine, Your Honor.

2 MS. TOBIN: Yeah.

3 MR. HONG: The -- yes, and I'm ready to argue. And I just want  
4 the Court to know our opposition, we were kind of waiting as the Court is  
5 aware is that whole consolidation because this thing -- this was filed in the  
6 other -- but nonetheless, yeah, we -- I waive.

7 THE COURT: Nonetheless --

8 MR. HONG: Right.

9 THE COURT: -- you know you need leave of Court to not file it  
10 for timeliness aspect?

11 MR. HONG: Right, right.

12 THE COURT: So if there's something pending just like you do  
13 supplemental pleadings, okay, because otherwise you can imagine  
14 people would file all sorts of things all the time and lots of them. Motion,  
15 opposition, reply, anything else needs Court leave.

16 So you can tell me quickly about -- you say that you meet the  
17 standards. You say they don't. So for motion to intervene, go ahead.

18 MS. TOBIN: The standards to --

19 THE COURT: Now you're just here on behalf of yourself, right?

20 MS. TOBIN: Correct.

21 THE COURT: Because are you a licensed attorney? Because  
22 the request is both on behalf yourself and Mr. Hansen. I don't have a Mr.  
23 Hansen present.

24 MS. TOBIN: And right, because he lives in California and he  
25 won't be at anything. So I am --

AA 002874

1 THE COURT: He won't be at anything?

2 MS. TOBIN: He won't be.

3 THE COURT: -- then how does he participate in a case? Is he  
4 going to --

5 MS. TOBIN: He actually won't be participating. The reason I  
6 filed that supplemental affidavit was to explain exactly what our  
7 relationship was. We're not two random individuals. We are the  
8 beneficiaries of the Gordon B. Hansen Trust and I am the successor  
9 trustee of that trust.

10 THE COURT: Uh-huh.

11 MS. TOBIN: That trust was the equitable title holder of the  
12 subject property at the time of the disputed HOA sale.

13 THE COURT: What do you mean by the equitable title holder?

14 MS. TOBIN: I mean, there was a bargain grant sale deed.  
15 It -- and title on the property was to the Gordon B. Hansen Trust. Gordon  
16 B. Hansen passed away in 2012 and I became the successor trustee.  
17 And so, I started managing this property, trying to sell it.

18 And so, I've done everything over the last number of years, four  
19 years, to deal with all of the issues around this property.

20 THE COURT: Did you ever -- the successor trustee under the  
21 trust. Okay, go ahead.

22 MS. TOBIN: Okay, so -- and in addition to being the trustee  
23 that can take all the action on the behalf of the trust, I'm also a 50 percent  
24 beneficiary. So Steve Hansen, son of the grantor, is the other person.

25 So the reason I put his name on there was because I am -- you

AA 002875

1 know, I have authority under the trust to represent the trust, but I didn't  
2 want to have a problem with being only a 50 percent beneficiary.

3 THE COURT: Okay, but --

4 MS. TOBIN: That's the reason I did that.

5 THE COURT: And I appreciate you representing yourself in  
6 proper person. And but when I see /s's, okay, which /s is for signatures,  
7 and I saw Mr. Hansen's, but I only saw your name on any pleading from a  
8 signatory standpoint.

9 MS. TOBIN: Right.

10 THE COURT: So how do I know that he wants to intervene  
11 when I don't -- see, my the point I was going to ask him if he was here,  
12 you know what I mean?

13 MS. TOBIN: Uh-huh.

14 THE COURT: Because I didn't see him anywhere in the  
15 documents and it seemed to be kind of --

16 MS. TOBIN: It's totally --

17 THE COURT: -- you steering the boat, which is fine -- which --

18 MS. TOBIN: Right.

19 THE COURT: -- it depends, it may or not be fine, but how do I  
20 know that he wants to intervene?

21 MS. TOBIN: He is absolutely indifferent to what goes on in this  
22 case. Like if I never filed anything, if I never did anything as the trustee,  
23 he would be indifferent.

24 THE COURT: But you understand, since I don't have him here  
25 and I have no affidavit, declaration or anything from him --

AA 002876



1 MS. TOBIN: Uh-huh.

2 THE COURT: -- it's the same thing I'd be saying to anyone.

3 MS. TOBIN: Right.

4 THE COURT: Since you're not a licensed attorney in the state  
5 of Nevada?

6 MS. TOBIN: Right.

7 THE COURT: So you're not representing him in a legal  
8 capacity. Is that a correct statement?

9 MS. TOBIN: Right, I am only representing him in the sense that  
10 I am the trustee.

11 THE COURT: Trustee. Which does -- okay, let me hear their  
12 opposition and then go back to you for final order. Okay, thank you so  
13 much. You can sit down. Whatever's more comfortable for you.

14 Go ahead.

15 MR. HONG: Your Honor, briefly, and all that is quite irrelevant  
16 for purposes of this motion. Number one, it's grossly untimely as to why  
17 the intervene -- the request is being sought now, not two, three years ago.  
18 And we have a whole statute of limitations argument on that, but that's not  
19 for here at this time.

20 More importantly, they did not -- she did not attach a copy of the  
21 proposed pleading to her underlying motion. She attached it, I believe, to  
22 her reply, which we could not -- we can't do a sur-reply to that. So based  
23 on the underlying motion not complying with the rule, her motion should  
24 not be granted.

25 Again, it's very clear if she would have attached her proposed

1 pleading, then in our opposition, we could have addressed that, but  
2 we -- our opposition was very short rather.

3 THE COURT: Okay, would it make sense, since I've got issues  
4 of Mr. Hansen and I got issues of reply, that I were to continue this  
5 hearing?

6 MR. HONG: That's --

7 THE COURT: And then, you give them an opportunity,  
8 because you filed this document on 9/23. The hearing's today, right? But  
9 they should have a chance to respond, don't you think?

10 Either that or I strike it. And if I strike it, then it's -- if I strike it as  
11 untimely, then you don't have a basis. And so, if I let them respond to  
12 your reply, their argument with regards to the underlying complaint, and I  
13 continue this hearing, it gives you a chance also -- I need something  
14 notarized that Mr. Hansen's position, right? Then at least I could address  
15 this on the merits, because right now --

16 MR. HONG: I totally agree, but I would request on behalf of my  
17 client, Your Honor, the motion be denied. And if she wants to re-file  
18 properly, then she can.

19 And I'm not making any accusations as to ghost writers, but it's  
20 pretty clear from the pleadings, there's a ghost writer here. We know that.  
21 A pro se litigant doesn't prepare pleadings like has been prepared here.

22 But nonetheless, it's neither here nor there, but the rule is very,  
23 very clear, the pleading has to be attached. And rather than continuing it,  
24 I am asking the Court to just deny it and I guess without prejudice and  
25 they could re-file it. And that way, the proper time period for oppositions,

AA 002878

1 replies can be set.

2 THE COURT: What counsel's saying, he's technically correct  
3 under the rules. However, the Court has some limited discretion with  
4 regards to pro se litigants.

5 And the Court doesn't look at, you know, the quality of writing  
6 style in evaluating pro se litigants. Because remember, pro se litigants  
7 can't have bar degrees.

8 MR. HONG: Right.

9 THE COURT: They can have Masters degrees, they can have  
10 doctorates, or they could just be great writers, okay? They can be writers  
11 who are writing it.

12 So I don't look at the nature of the pleading. What I have to  
13 look at is are -- the rules been followed? So there really is two choices  
14 here.

15 One is counsel's correct I could deny it without prejudice. You  
16 need to re-file it and re-file it appropriately and follow the rules, okay?

17 The other choice, I was just trying to see from a convenience  
18 standpoint, because if they re-file and you have to re-do your opposition  
19 anyway is whether the parties want to mutually agree that I continue  
20 today's hearing and give you an opportunity to respond. So --

21 MR. HONG: Again, I'd rather it be without prejudice, Your  
22 Honor, so we can kind of get it more cleaner. And also, since it's -- the  
23 pleadings -- the timeliness and everything's been waived, now we know  
24 so there -- in the next round if they're going to re-file, then we got to  
25 comply with the timeliness requirements including their reply after -- so

AA 002879

1 they're going to re-file.

2 THE COURT: Counsel, yeah. I mean, I appreciate. Be careful  
3 the stone you're throwing in the glass house right now, because while I  
4 understand, and you may or may not be aware that there was some other  
5 things going on in this case and how it got consolidated to this  
6 department, the reason I was pointing that way is because there was  
7 another case in that department. So there was intervening things. So I  
8 see from a practical standpoint why your opposition was filed.

9 MR. HONG: Right.

10 THE COURT: But once again, if you're asking her to follow the  
11 rules, the rules specifically, then you could have sought leave to have filed  
12 a delayed opposition pending, you know, whether you filed in Judge  
13 Miley's Court or filed it in this Court. You still had the opportunity to do so.

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18 I really should have taken it off calendar initially, but when I see  
19 a pro se litigant, I try and give people an opportunity, as the rules allow,  
20 it's limited. Pro se litigants have to know all the rules, but it does allow the  
21 Court to have some limited latitude.

22 MS. TOBIN: So in this particular case, I filed on the 29th of  
23 July.

24 THE COURT: Uh-huh.

25 MS. TOBIN: And this JimiJack case was only consolidated in

AA 002880

1 on August 4.

2 THE COURT: Correct.

3 MS. TOBIN: And because it was earlier, this Nationstar case  
4 was, you know, subsumed on direct. But so --

5 THE COURT: He's not going as to time. He's going as to you  
6 didn't attach the motion to intervene, which has to under the rule  
7 specifically be attached to your motion. Regardless of when you filed it --

8 MS. TOBIN: Right.

9 THE COURT: -- it's what you had to have attached. The  
10 timeliness issue, you each got issues of a timeliness issue.

11 MR. HONG: Right.

12 THE COURT: So I kind of give you each a clean slate on that.

13 MS. TOBIN: Right.

14 THE COURT: But then he has the additional issue of saying  
15 you didn't attach the --

16 MS. TOBIN: Right, I understand.

17 THE COURT: -- actual complaint, because they need to  
18 respond to that complaint.

19 MS. TOBIN: All right, I understand.

20 THE COURT: Did you understand what I'm saying? So --

21 MS. TOBIN: I initially thought, you know, it was just like will you  
22 let us in and then do the complaint later, but I do understand what you're  
23 saying.

24 The other -- the question that I have is that whether you deny it  
25 or whether we continue it, do you want me to just take him off?

AA 002881

1 THE COURT: I can't give you that advice. I'm only the judge.  
2 What I -- what the judge needs to do is if I have anyone in front of me,  
3 okay, either counsel if it's represented by counsel, they say they represent  
4 A, B, C, okay, or maybe it's only A and B or maybe it's just A.

5 And so, what I do is I look to see, okay, who are all the parties?  
6 Are they either, A, represented? Or B, do I have that they're filing  
7 something in their own name that they want to be here?

8 Okay, because one pro se litigant can't represent another pro  
9 se litigant. You can represent yourself, but you can't represent somebody  
10 else. That's why I always ask if somebody's licensed to practice law in the  
11 state of Nevada, because then the rules are different. They can ask in  
12 representative capacity.

13 So whether he wishes to participate or not participate is not  
14 anything that I can play any role in making that determination. I would just  
15 ask the same thing that I would ask anyone when I see two names and I  
16 only see certain things with one person's name on it. I just would ask is  
17 this person intending to participate? Do they wish to do this, because  
18 that's the fair answer because you can't have -- say you put 10 names on  
19 here, right?

20 MS. TOBIN: Uh-huh, right.

21 THE COURT: From a fairness standpoint, some people don't  
22 want to be in litigation. Some people do. If there's ever a question, I  
23 always ask because that's the fair way to find out.

24 MS. TOBIN: Okay.

25 THE COURT: So you need to make the determination or he

AA 002882

1 needs to make the determination how the pleadings should be, but I think  
2 even in light of that, it makes the most sense to deny without prejudice the  
3 pending motion.

4 And why I'm denying it is I'm denying it procedurally. I'm not  
5 denying it substantively. I'm denying it procedurally because it did not  
6 have the attached motion to intervene. Okay, so it's denied without  
7 prejudice means things can be re-filed.

8 Who chooses to re-file, how you choose to re-file, when you  
9 choose to re-file, you need to make all those determinations.

10 If -- there's a Legal Aid self-help center down in the first floor,  
11 they can be of some assistance sometimes given certain circumstances.  
12 If you qualified for legal aid for representation, there's pro bono attorneys  
13 available for that. Other than that --

14 MS. TOBIN: Okay.

15 THE COURT: -- I can't provide any advice, okay?

16 MS. TOBIN: Okay.

17 THE COURT: Thank you so very much.

18 Counsel for JimiJack, you'll prepare an order denying without  
19 prejudice procedurally?

20 MR. HONG: Yes.

21 THE COURT: Circulate it, and then provide it back to the  
22 Court? Thank you so very much. Appreciate it.

23 [Hearing concluded at 9:27 a.m.]

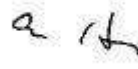
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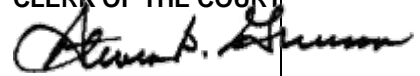
ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.



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Chris Hwang  
Transcriber





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DISTRICT COURT  
CLARK COUNTY, NEVADA

JOEL A. STOKES AND  
SANDRA F. STOKES, as  
trustees of the JIMI JACK  
IRREVOCABLE TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN  
CITY ANTHEM COMMUNITY  
ASSOCIATION, INC.: DOES I  
THROUGH X AND ROE  
BUSINESS ENTITIES I through  
X, INCLUSIVE,

Defendants.

CASE#: A-15-720032-C

DEPT. XXXI

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT  
JUDGE

THURSDAY, SEPTEMBER 29, 2016

**RECORDER'S TRANSCRIPT OF HEARING  
THIRD PARTIES NONA TOBIN AND STEVE HANSEN'S MOTION TO  
INTERVENE**

APPEARANCES:

For the Plaintiffs:

JOSEPH Y. HONG, ESQ.

Also Appearing:

NONA TOBIN, PRO SE

RECORDED BY: RACHELLE HAMILTON, COURT RECORDER

AA 002885

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**INDEX**

Motion, denied

Page  
14

1  
2  
3  
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Las Vegas, Nevada, Thursday, September 29, 2016

[Case called at 9:12 a.m.]

THE COURT: Okay, so we'll do JimiJack, pages 4 and 5, Irrevocable Trust versus Bank of America, 720032. Do I have all the parties?

MR. HONG: Yes, Your Honor.

THE COURT: We had other parties last time.

MR. HONG: The other parties --

THE COURT: Let me make your appearance --

MR. HONG: Yes.

THE COURT: -- and then we'll find out. Thank you so much.

MR. HONG: Good morning, Your Honor, Joseph Hong for Plaintiff JimiJack.

MS. TOBIN: Nona Tobin, Pro Se litigant.

MR. HONG: Your Honor, the other parties didn't file any written, you know, as to this motion, as to this.

THE COURT: Okay, but were they given notice of today's hearing?

MS. TOBIN: Yes, but Nationstar did not object to my motion to intervene.

THE COURT: Okay.

MR. HONG: I believe they were, Your Honor. Looking at the e-service -- well, I was e-served, so I got [indiscernible].

THE COURT: And once again, you may or may not be aware

1 that we don't get copies of all your e-service unless it's attached to a  
2 pleading, because we can't because if you think about all the  
3 communications you all -- everyone does through e-service. We're not  
4 supposed to have notice of certain things.

5           Okay, so I have the opposition to your motion to intervene.  
6 Now untimely, we know your reply was untimely by more than 18 days.  
7 Your motion -- your opposition -- your reply document there's --

8           MS. TOBIN: No, his was late.

9           THE COURT: Let me double check, well, okay. For purposes  
10 of what I see, we have the motion to intervene on 7/29. We have  
11 the -- oh, just a moment, I have to go here. The opposition on 8/30.

12           MS. TOBIN: So he was opposed and he was late.

13           THE COURT: And then yours was not even -- then we have an  
14 affidavit filed on 9/23 and a reply on 9/9?

15           MS. TOBIN: 9/9.

16           THE COURT: The affidavit was what I was referencing when  
17 I --

18           MS. TOBIN: That was to supplement --

19           THE COURT: But you can't supplement without overt leave of  
20 Court.

21           MS. TOBIN: Oh.

22           THE COURT: And you need to do your oppositions on time.  
23 So are both sides going to waive and the Court should have taken into  
24 consideration and did take -- would you like the Court to take into  
25 consideration all pleadings on this?

**AA 002888**

1 MR. HONG: That's fine, Your Honor.

2 MS. TOBIN: Yeah.

3 MR. HONG: The -- yes, and I'm ready to argue. And I just want  
4 the Court to know our opposition, we were kind of waiting as the Court is  
5 aware is that whole consolidation because this thing -- this was filed in the  
6 other -- but nonetheless, yeah, we -- I waive.

7 THE COURT: Nonetheless --

8 MR. HONG: Right.

9 THE COURT: -- you know you need leave of Court to not file it  
10 for timeliness aspect?

11 MR. HONG: Right, right.

12 THE COURT: So if there's something pending just like you do  
13 supplemental pleadings, okay, because otherwise you can imagine  
14 people would file all sorts of things all the time and lots of them. Motion,  
15 opposition, reply, anything else needs Court leave.

16 So you can tell me quickly about -- you say that you meet the  
17 standards. You say they don't. So for motion to intervene, go ahead.

18 MS. TOBIN: The standards to --

19 THE COURT: Now you're just here on behalf of yourself, right?

20 MS. TOBIN: Correct.

21 THE COURT: Because are you a licensed attorney? Because  
22 the request is both on behalf yourself and Mr. Hansen. I don't have a Mr.  
23 Hansen present.

24 MS. TOBIN: And right, because he lives in California and he  
25 won't be at anything. So I am --

AA 002889

1 THE COURT: He won't be at anything?

2 MS. TOBIN: He won't be.

3 THE COURT: -- then how does he participate in a case? Is he  
4 going to --

5 MS. TOBIN: He actually won't be participating. The reason I  
6 filed that supplemental affidavit was to explain exactly what our  
7 relationship was. We're not two random individuals. We are the  
8 beneficiaries of the Gordon B. Hansen Trust and I am the successor  
9 trustee of that trust.

10 THE COURT: Uh-huh.

11 MS. TOBIN: That trust was the equitable title holder of the  
12 subject property at the time of the disputed HOA sale.

13 THE COURT: What do you mean by the equitable title holder?

14 MS. TOBIN: I mean, there was a bargain grant sale deed.  
15 It -- and title on the property was to the Gordon B. Hansen Trust. Gordon  
16 B. Hansen passed away in 2012 and I became the successor trustee.  
17 And so, I started managing this property, trying to sell it.

18 And so, I've done everything over the last number of years, four  
19 years, to deal with all of the issues around this property.

20 THE COURT: Did you ever -- the successor trustee under the  
21 trust. Okay, go ahead.

22 MS. TOBIN: Okay, so -- and in addition to being the trustee  
23 that can take all the action on the behalf of the trust, I'm also a 50 percent  
24 beneficiary. So Steve Hansen, son of the grantor, is the other person.

25 So the reason I put his name on there was because I am -- you

AA 002890

1 know, I have authority under the trust to represent the trust, but I didn't  
2 want to have a problem with being only a 50 percent beneficiary.

3 THE COURT: Okay, but --

4 MS. TOBIN: That's the reason I did that.

5 THE COURT: And I appreciate you representing yourself in  
6 proper person. And but when I see /s's, okay, which /s is for signatures,  
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20 know that he wants to intervene?

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23 he would be indifferent.

24 THE COURT: But you understand, since I don't have him here  
25 and I have no affidavit, declaration or anything from him --

**AA 002891**

1 MS. TOBIN: Uh-huh.

2 THE COURT: -- it's the same thing I'd be saying to anyone.

3 MS. TOBIN: Right.

4 THE COURT: Since you're not a licensed attorney in the state  
5 of Nevada?

6 MS. TOBIN: Right.

7 THE COURT: So you're not representing him in a legal  
8 capacity. Is that a correct statement?

9 MS. TOBIN: Right, I am only representing him in the sense that  
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14 Go ahead.

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22 her reply, which we could not -- we can't do a sur-reply to that. So based  
23 on the underlying motion not complying with the rule, her motion should  
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AA 002892



1 pleading, then in our opposition, we could have addressed that, but  
2 we -- our opposition was very short rather.

3 THE COURT: Okay, would it make sense, since I've got issues  
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AA 002893

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9 THE COURT: They can have Masters degrees, they can have  
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21 MR. HONG: Again, I'd rather it be without prejudice, Your  
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23 pleadings -- the timeliness and everything's been waived, now we know  
24 so there -- in the next round if they're going to re-file, then we got to  
25 comply with the timeliness requirements including their reply after -- so

AA 002894

1 they're going to re-file.

2 THE COURT: Counsel, yeah. I mean, I appreciate. Be careful  
3 the stone you're throwing in the glass house right now, because while I  
4 understand, and you may or may not be aware that there was some other  
5 things going on in this case and how it got consolidated to this  
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21 Court to have some limited latitude.

22 MS. TOBIN: So in this particular case, I filed on the 29th of  
23 July.

24 THE COURT: Uh-huh.

25 MS. TOBIN: And this JimiJack case was only consolidated in

AA 002895

1 on August 4.

2 THE COURT: Correct.

3 MS. TOBIN: And because it was earlier, this Nationstar case  
4 was, you know, subsumed on direct. But so --

5 THE COURT: He's not going as to time. He's going as to you  
6 didn't attach the motion to intervene, which has to under the rule  
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8 MS. TOBIN: Right.

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22 let us in and then do the complaint later, but I do understand what you're  
23 saying.

24 The other -- the question that I have is that whether you deny it  
25 or whether we continue it, do you want me to just take him off?

AA 002896

1 THE COURT: I can't give you that advice. I'm only the judge.  
2 What I -- what the judge needs to do is if I have anyone in front of me,  
3 okay, either counsel if it's represented by counsel, they say they represent  
4 A, B, C, okay, or maybe it's only A and B or maybe it's just A.

5 And so, what I do is I look to see, okay, who are all the parties?  
6 Are they either, A, represented? Or B, do I have that they're filing  
7 something in their own name that they want to be here?

8 Okay, because one pro se litigant can't represent another pro  
9 se litigant. You can represent yourself, but you can't represent somebody  
10 else. That's why I always ask if somebody's licensed to practice law in the  
11 state of Nevada, because then the rules are different. They can ask in  
12 representative capacity.

13 So whether he wishes to participate or not participate is not  
14 anything that I can play any role in making that determination. I would just  
15 ask the same thing that I would ask anyone when I see two names and I  
16 only see certain things with one person's name on it. I just would ask is  
17 this person intending to participate? Do they wish to do this, because  
18 that's the fair answer because you can't have -- say you put 10 names on  
19 here, right?

20 MS. TOBIN: Uh-huh, right.

21 THE COURT: From a fairness standpoint, some people don't  
22 want to be in litigation. Some people do. If there's ever a question, I  
23 always ask because that's the fair way to find out.

24 MS. TOBIN: Okay.

25 THE COURT: So you need to make the determination or he

AA 002897

1 needs to make the determination how the pleadings should be, but I think  
2 even in light of that, it makes the most sense to deny without prejudice the  
3 pending motion.

4 And why I'm denying it is I'm denying it procedurally. I'm not  
5 denying it substantively. I'm denying it procedurally because it did not  
6 have the attached motion to intervene. Okay, so it's denied without  
7 prejudice means things can be re-filed.

8 Who chooses to re-file, how you choose to re-file, when you  
9 choose to re-file, you need to make all those determinations.

10 If -- there's a Legal Aid self-help center down in the first floor,  
11 they can be of some assistance sometimes given certain circumstances.  
12 If you qualified for legal aid for representation, there's pro bono attorneys  
13 available for that. Other than that --

14 MS. TOBIN: Okay.

15 THE COURT: -- I can't provide any advice, okay?

16 MS. TOBIN: Okay.

17 THE COURT: Thank you so very much.

18 Counsel for JimiJack, you'll prepare an order denying without  
19 prejudice procedurally?

20 MR. HONG: Yes.

21 THE COURT: Circulate it, and then provide it back to the  
22 Court? Thank you so very much. Appreciate it.

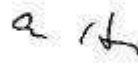
23 [Hearing concluded at 9:27 a.m.]

24 \* \* \* \* \*

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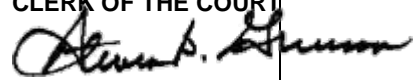
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ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.



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Chris Hwang  
Transcriber



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**RTRAN**

DISTRICT COURT  
CLARK COUNTY, NEVADA

JOEL A. STOKES AND  
SANDRA F. STOKES, as  
trustees of the JIMI JACK  
IRREVOCABLE TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN  
CITY ANTHEM COMMUNITY  
ASSOCIATION, INC.: DOES I  
THROUGH X AND ROE  
BUSINESS ENTITIES I through  
X, INCLUSIVE,

Defendants.

NATIONSTAR MORTGAGE,  
LLC,

Counter-Claimant,

vs.

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

Counter-Defendants,

CASE#: A-15-720032-C  
DEPT. XXXI

AA 002900



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BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT  
JUDGE

TUESDAY, DECEMBER 20, 2016

***RECORDER'S TRANSCRIPT OF HEARING***  
**NONA TOBIN'S MOTION TO INTERVENE INTO CONSOLIDATED  
QUIET TITLE CASES A-15-720032-C AND FORMER CASE A-16-  
730078**

APPEARANCES:

For the Plaintiffs: JOSEPH Y. HONG, ESQ.

Also Appearing: NONA TOBIN, PRO SE

RECORDED BY: RACHELLE HAMILTON, COURT RECORDER

**AA 002901**

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Las Vegas, Nevada, Tuesday, December 20, 2016

[Case called at 9:38 a.m.]

THE COURT: JimiJack Irrevocable Trust versus Bank of America, 720032, consolidated with 730078. Can I get appearances, please?

MR. HONG: Good morning, Your Honor, Joseph Hong for Plaintiff JimiJack Irrevocable Trust.

MS. TOBIN: Nona Tobin, Pro Se applicant for intervention.

[Sneeze]

THE COURT: Bless you. So I have an applicant in intervention of Nona Tobin, Trustee of the Gordon Hansen Trust and it's a motion to intervene, but I have a trustee who is -- oh, okay, I've seen your motion to intervene.

I have an opposition and I have a reply. And do I have anyone here from Bank of America, Sun City Anthem, or Sun City Anthem, or anyone from Nationstar?

MR. HONG: No.

THE COURT: Sure? Nobody's here on any of those other for this case? Nationstar Mortgage, anyone want to check their cell phones outside in the ante room for a moment to make sure that they're not here on this case? The reason why I'm saying it is I've counsel here that's --

MR. HONG: Nationstar's represented by Wright Finlay.

THE COURT: It's Wright Finlay?

1 MR. HONG: Yeah, yeah.

2 THE COURT: Okay, without me double checking everything,  
3 well, we know Wright Finlay chose not to appear at my last court-ordered  
4 hearing, so --

5 MR. HONG: Yeah.

6 THE COURT: Anybody here on behalf of Wright Finlay?

7 MR. HONG: No.

8 THE COURT: Anyone want to pretend you're here on behalf of  
9 Wright Finlay? No. Okay. So Sun City Anthem Community Association,  
10 anyone?

11 MS. TOBIN: They were not served.

12 THE COURT: Not served.

13 MS. TOBIN: They are -- they have not been served ever. So  
14 they are not included in the e-filing system and so --

15 THE COURT: That's my Court Recorder politely putting the  
16 recording device a little bit closer to you, so she can hear you. Thank you  
17 so much.

18 Okay, so Sun City's you say is not served, so I don't have  
19 to -- so I've got all parties who choose to be here, okay.

20 Go ahead. It's your motion to intervene. I got some questions,  
21 but I'd rather hear your position. I'm appreciative of the very lengthy what  
22 you submitted. I appreciate their opposition. I'm appreciative of your  
23 reply, so go ahead.

24 MS. TOBIN: Okay, thank you. I am filing this motion to  
25 intervene on a quiet title case. And I am the beneficiary and trustee of the

**AA 002903**

1 trust that was the owner of the property when there was a disputed HOA  
2 foreclosure sale.

3 And I'm intervening. I meet all the conditions of Rule 24 for  
4 intervention by right. I have an interest in the property, which would be  
5 impaired if these two cases go forward without me being permitted to  
6 intervene.

7 The other parties cannot represent my interests. Their interests  
8 are adverse. This was timely filed. And I followed the procedures in Rule  
9 24.

10 I served all of the people that were in -- all of the parties that  
11 were in the Wiznet e-filing system and attached affirmative defenses and  
12 a counterclaim against JimiJack, as well as a cross-claim against the  
13 HOA, F. Bondurant, and Opportunity Homes, who are the other parties,  
14 who have been named, but it's whatever reason, have not been served.

15 They served at the beginning and then not served, but they're  
16 not in the Wiznet system. The opposition Mr. Hong filed was not timely  
17 according to Rule 220(E) --

18 THE COURT: 220(E), yeah, I'm familiar with it, thank you.

19 MS. TOBIN: It should be an opportunity for their opposition to  
20 be discounted and disregarded.

21 In addition, on that same rule, a later section, the opposition  
22 was just a bare bones without any legal standard or any actual merit.

23 THE COURT: Let me hear from opposing counsel, and then of  
24 course, and then you get last and final word.

25 Counsel, I mean, I read your opposition. I mean, just because I

AA 002904

1 give somebody another chance to do it doesn't mean that they don't have  
2 a chance to do it. I mean, I got a motion to intervene.

3 MR. HONG: I understand that, Your Honor, but remember,  
4 procedurally, there's one case now because of the consolidation.

5 THE COURT: Uh-huh.

6 MR. HONG: Okay, so this case that we're here on is over a  
7 year and a half old. And right now --

8 THE COURT: And how much have you done on this case,  
9 counsel?

10 MR. HONG: Well, no, this was the whole issue on the *res*  
11 *judicata* argument. So --

12 THE COURT: I appreciate it.

13 MR. HONG: Right, so at this juncture, it's between my client  
14 and Nationstar, irrespective of the *res judicata* argument as to whether my  
15 client owns the property free and clear or subject to Nationstar's deed of  
16 trust.

17 Now in trying to decide for the proposed pleading -- proposed  
18 intervenor has to understand that there's no right of redemption here. So  
19 the only way -- I'm not seeing what interest in the property that she can  
20 potentially claim here.

21 And as for the opposition, it was timely. It's 10 plus 2 -- 10 plus  
22 3. It was timely filed. And so, that's not an issue. But again, I think the  
23 core question is what -- from trying to decipher the proposed pleading, I  
24 just don't see it.

25 And I'm sure we can do motion practice after if the Court grants

AA 002905

1 the motion, but from the proposed pleading, there's no indication of how  
2 she can claim an interest in this property. That's it.

3 THE COURT: Okay, thank you. You get the last word and then  
4 the Court makes a ruling.

5 MS. TOBIN: Interest on the issue of the case now consolidated  
6 is a year and a half old. Mr. Hong did not record a *lis pendens* on his  
7 original complaint that he filed in June of '15. So that neither Nationstar  
8 nor any other interested party was aware of it. And he didn't even serve  
9 the HOA, although he named them.

10 Now there's the -- in Shadow Wood, there's a discussion that  
11 even if you are not in possession, that the Court can sit in equity to  
12 resolve the differences. The claims that I make are not -- is that that HOA  
13 sale was invalid.

14 There were a number of procedural and statutory deficiencies,  
15 but they also failed to do the proper notice of sale process through the  
16 Ombudsman's Office in the Division of Real Estate. And that failure  
17 eliminates the statute of limitations.

18 THE COURT: Okay, well, the Court -- I mean, the Court has to  
19 look at this as a standard of motion to intervene, okay? I'm going to look  
20 at the standard of motion to intervene, the Court's going to find it's  
21 appropriate to grant the intervention.

22 In so doing, the Court takes no position as to any of the  
23 substantives or affirmative rights or any further motion practice that may  
24 or may not come before this Court.

25 The Court does evaluate whether or not you mentioned that this

AA 002906

1 case is a year and a half old. Well, the reason why the Court was asking  
2 the question about what's been done on it is because I didn't even see  
3 that there's JCCR filed on this case.

4 Looks to at least from the record, the electronic records, it looks  
5 like a notice for the case conference was filed back not by any firm that's  
6 currently present before the Court.

7 Now the Wright Finlay firm appears to have filed a notice back  
8 in June of 2016, but then I have no JCCR, which I had no JCCR that -- I'm  
9 not sure if that means one was done and that there's some error, but that  
10 means you don't have a trial order.

11 If you don't have a trial order, it's hard chance to say that there's  
12 some prejudice to the parties to add in another party from an intervening  
13 standpoint.

14 The standards appear to have been met. I don't have any  
15 argument that the standards have not been met, other than the Court  
16 should make an affirmative ruling that the case couldn't go forward.  
17 That's not the standard I have to look at in a motion to intervene as far as  
18 an interest in the property.

19 I have to look to see on that on subsequent motion practice if it  
20 comes before the Court. So the standards of a motion to intervene as  
21 liberally needs to be interpreted by this Court. The Court's going to grant  
22 it.

23 I'm going to ask you to prepare an order. Now do -- do you  
24 know how to prepare an order, circulate it to all parties, even including the  
25 party that's not here, okay? Because the only party I have in

AA 002907

1 opposition -- bless you -- was from JimiJack.

2 So two things. One, you need to get that order filed granting  
3 the motion to intervene.

4 And two, you all need to make sure you get a -- if you haven't  
5 done the early case conference, sure need to do it and sure need to make  
6 sure you get a joint case conference report done to the extent you haven't  
7 done it.

8 And like I said, it doesn't appear that it has been done, so we  
9 can get you a trial order and get you going forward with this case. Thank  
10 you so very much.

11 It is so ordered and so prepare that order as you know in  
12 accordance with 7.21. You've heard me say it a couple times. That  
13 means 10 days.

14 Same thing, it's the holidays. I'm appreciative that many people  
15 are out of town, although everyone seems to want to be in this courtroom  
16 today, which you're more than all welcome.

17 So do you need more time than 10 days? Or does 10 days to  
18 prepare the order and circulate it to all parties, meaning you have to have  
19 an order that says it's granted?

20 MS. TOBIN: So the question about all parties, that means even  
21 if they're not in the Wiznet system?

22 THE COURT: That means -- well, that means everyone -- you  
23 said you've signed up for electronic service, right?

24 MS. TOBIN: Yes.

25 THE COURT: So you can --

AA 002908



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MS. TOBIN: So everyone that's in there --

THE COURT: You can e-serve a draft of the proposed order and let everyone know that you're going to submit it to the Court. You have to give them at least three days to respond, okay, and then say you can submit to the Court.

So you can do the 10 days or like I said, some people have been asking me in light of the holidays if they want a little bit more than the 10 days. If you're so asking, same as other people, I'll grant it to you, just like I did with anybody else who's been asking.

And I can say that instead of 10 days, you can have it done by January 6th. Does that meet your needs?

MS. TOBIN: Yes.

THE COURT: Okay, any objection, counsel --

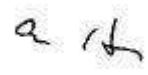
MR. HONG: No, Your Honor.

THE COURT: -- to give them more than 10 days? I presume that works to everyone's advantage, right? I do appreciate it. Thank you so very much for your time. Have a great holiday.

[Hearing concluded at 9:49 a.m.]

\* \* \* \* \*

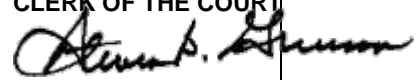
ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.



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Chris Hwang  
Transcriber

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RTRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA

JOEL A. STOKES AND  
SANDRA F. STOKES, as  
trustees of the JIMI JACK  
IRREVOCABLE TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN  
CITY ANTHEM COMMUNITY  
ASSOCIATION, INC.: DOES I  
THROUGH X AND ROE  
BUSINESS ENTITIES I through  
X, INCLUSIVE,

Defendants.

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

Counter-Claimant,

vs.

JOEL A. STOKES AND  
SANDRA F. STOKES, as  
trustees of the JIMI JACK  
IRREVOCABLE TRUST,

Cross-Defendant.

CASE#: A-15-720032-C  
DEPT. XXXI

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NONA TOBIN, an individual and Trustee of the GORDON B. HANSEN TRUST, dated 8/22/25,  
Counter-Claimant,  
vs.  
SUN CITY ANTHEM COMMUNITY ASSOCIATION,, INC., DOES 1-10, and ROE CORPORATIONS 1-10, inclusive,  
Cross-Defendant.

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT JUDGE  
TUESDAY, MARCH 28, 2017

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

APPEARANCES:

For the Defendant: ANGELA OCHOA, ESQ.  
(Sun City Anthem Community Association, Inc.)

For the Counter-Defendant: JAKUB MEDRALA, ESQ.  
(Opportunity Homes, LLC)

Also Appearing: NONA TOBIN, PRO SE

RECORDED BY: DEBRA WINN, COURT RECORDER

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Las Vegas, Nevada, Tuesday, March 28, 2017

[Case called at 11:15 a.m.]

THE COURT: -- JimiJack Revocable Trust v. Bank of America, 720032. Appearances, please?

MS. OCHOA: Good morning, Your Honor, Angela Ochoa, bar number 10164 on behalf of Sun City Anthem.

MR. MEDRALA: Good morning, Your Honor, Jakub Medrala on behalf of Opportunity Homes, LLC.

MS. TOBIN: Nona Tobin, Pro Se.

THE COURT: I do appreciate it. Okay, now this one, I was a little confused on, because we have today's motion and then we have a countermotion on 4/6. Then we have a motion for summary judgment for 4/18. Then you want to come back again for a motion to dismiss on 4/27.

MS. TOBIN: Correct.

THE COURT: So it seemed to me that there was a lot out there.

MS. TOBIN: Perhaps I could explain. Originally, I filed a cross-claim against Sun City Anthem on January 31st. And then the attorney, then attorney from the Leach law firm for the HOA filed a motion to dismiss. They didn't answer that, but then on 3/3, I filed an opposition motion and a countermotion that was scheduled for April 6th.

I got by March 10 an agreement from the prior attorney for the HOA from the --

1 THE COURT: Can I cut in? Does it make sense? I mean, I'm  
2 more than glad to have you come here four different times to hear motions  
3 that are somewhat interrelated, but --

4 MS. OCHOA: It doesn't makes sense.

5 THE COURT: -- it seemed to me that you all might wish to  
6 have this all on one day and do the totality of everything so that all issues  
7 can be addressed, so --

8 MS. OCHOA: Absolutely. It makes sense that we're all here on  
9 April 27th.

10 THE COURT: Does that make sense to --

11 MS. TOBIN: Well, there is a little bit of a difficulty. After I had  
12 the agreement to put the motion and opposition on April 6th, the HOA  
13 changed attorneys. And then they refused to have any settlement  
14 discussions, which had already been agreed to.

15 And you know, I -- they have also put the Leach law firm  
16 required me as a candidate for the Board of Directors to put the fact of this  
17 litigation down on my conflict of interest form. They wrote it for me in  
18 order to accept my --

19 THE COURT: Right. The reason why I'm interrupting you, and  
20 I'm trying to be appreciative, is that really my simple question is, do you all  
21 want to come back four times and discuss various issues or do you want  
22 me to consolidate these to one hearing date and handle all four matters at  
23 the same time?

24 MS. TOBIN: I would prefer to have the first two handled on the  
25 6th and the last two on the 27th.

AA 002913

1 MS. OCHOA: Your Honor, my preference is to have it on  
2 the -- on April 27th and I'll tell you why. Our motion to dismiss that's going  
3 to be heard on April 27th is a standing issue. It is that a trust cannot be  
4 represented by in proper person, that she has to have an attorney.

5 And so, that's the issue. I don't know if we can necessarily  
6 proceed on April 6th if that's outstanding.

7 MS. TOBIN: I have already notified --

8 THE COURT: One second, let me --

9 MR. MEDRALA: Your Honor --

10 THE COURT: -- very politely waiting and didn't get to say  
11 anything. Go ahead.

12 MR. MEDRALA: We filed a motion for summary judgment  
13 against Ms. Tobin, as well as against Nationstar Mortgage. And this  
14 motion is to be heard on April 18th, but I would prefer actually to  
15 consolidate with all the other motions that are out there pending. And  
16 perhaps we could do it on April 27th.

17 THE COURT: The reason why the Court's inclined to -- I mean,  
18 you know, I -- in seeing all these, took a look at it, I had to deal with the  
19 standing issue, right, because I got to know whether you can be here only  
20 as a pro se litigant or whether or not you could be here and the Court's not  
21 taking any position.

22 MS. TOBIN: Right.

23 THE COURT: But as you know, EDCR 7.42 does exist. And  
24 the Court takes no position as to its application here, but it seems to me  
25 that as -- and I feel bad about the fact you've already waited to say these

AA 002914

1 next words, however, it does seem more efficient and effective is because  
2 there's such cross-overlap in everyone's variety of requests, if I do  
3 everything on the 27th.

4 And the reason why I'm suggesting the 27th is because that  
5 means the deadlines with regards to oppositions and replies that have not  
6 yet expired get to all still be taken into account.

7 It gives you all also an opportunity to see if you can work a  
8 resolution by the Court doing it on that date and because it is the motion  
9 to dismiss with regards to standing, which is a necessary prerequisite  
10 really for much of the other relief that's requested by this Court.

11 And, unfortunately, you all didn't file that until the -- after the  
12 other stuff got filed and I appreciate you came into the case, et cetera. So  
13 that's the way the Court's inclined to go.

14 MS. TOBIN: Yes, I would just like to say that I have already  
15 provided Mr. Ochoa, the current attorney, the disclaimer of interest from  
16 the other party that was a beneficiary of the trust and a quit claim deed  
17 removing this property from the trust to me as an individual.

18 THE COURT: Which I'm sure you're going to tell me is going to  
19 present its own challenges. Go ahead.

20 MS. OCHOA: Ms. Tobin is talking about something that she  
21 said she provided to my husband, who also works at the same firm as I  
22 do. So I know from speaking to him that she did not provide those  
23 documents.

24 So what it is -- what she's talking about, I'm not quite sure,  
25 because he represented to me before coming here today that he didn't

AA 002915

1 receive them.

2 So I'm sure we can talk about it on April 27th, but as of today,  
3 he does not have those documents.

4 THE COURT: Okay, so --

5 MS. TOBIN: All right, then --

6 THE COURT: Then doesn't it make sense to you all can get  
7 everything consolidated, taken care of, make sure everybody has all their  
8 issues taken care of and we see you all at 9:30 on 4/27?

9 And on that date, we'll handle all four motions, Sun City  
10 Anthem's motion to dismiss as an individual and trustee of the George  
11 [sic] B. Hansen's cross-claim, the counter motion voiding the HOA sale,  
12 the motion for summary judgment, and the motion to dismiss, okay?

13 And then to the extent that we don't have some of those  
14 pleadings yet, which we don't on some of those, because I appreciate  
15 deadlines aren't there, it gives everyone an opportunity to get them all  
16 taken care of. We can deal with this all in one fell swoop.

17 It doesn't look like -- the HOA sale's already taken place. So I  
18 don't have an issue of something that we have injunctive relief. So it  
19 seems to me we can take care of that all, allow you all the full opportunity  
20 to get things resolved.

21 To the extent there's some difference of opinion on certain  
22 documents, it gives you a chance to get things moving along there, and it  
23 gets all the parties a chance to get where they need to be. I'll see you  
24 back on the 27th.

25 MS. TOBIN: And Your Honor, could I request that the HOA be

AA 002916



1 required to consider the settlement that was --

2 THE COURT: The Court can't require, unless -- you can  
3 appreciate I can send you all to a settlement conference if you think that  
4 that would be productive for the parties, but --

5 MS. TOBIN: They've refused all attempts at settlement.

6 THE COURT: And as your trial judge, I can't hear about  
7 settlement negotiations. That would not be proper for this Court to hear,  
8 okay? But with regards to if all parties are interested in a settlement  
9 conference, then the Court can send you to a settlement conference.

10 Are all parties interested?

11 MR. MEDRALA: No.

12 MS. OCHOA: I think it's premature at this time.

13 THE COURT: I got two out of three that say no, so at this  
14 juncture, with an early case, the Court will find that there's an independent  
15 basis, okay?

16 MS. TOBIN: Okay.

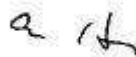
17 THE COURT: So I do appreciate it. See you at 9:30 on the  
18 27th. So just 9:30 on the 27th.

19 [Hearing concluded at 11:22 a.m.]

20 \* \* \* \* \*

21 ATTEST: I do hereby certify that I have truly and correctly transcribed the  
22 audio/video proceedings in the above-entitled case to the best of my ability.

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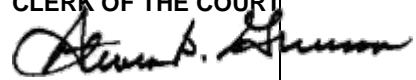
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Chris Hwang  
Transcriber

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AA 002917



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RTRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA

JOEL A. STOKES AND  
SANDRA F. STOKES, as  
trustees of the JIMI JACK  
IRREVOCABLE TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN  
CITY ANTHEM COMMUNITY  
ASSOCIATION, INC.: DOES I  
THROUGH X AND ROE  
BUSINESS ENTITIES I through  
X, INCLUSIVE,

Defendants.

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

Counter-Claimant,

vs.

JOEL A. STOKES AND  
SANDRA F. STOKES, as  
trustees of the JIMI JACK  
IRREVOCABLE TRUST,

Cross-Defendant.

CASE#: A-15-720032-C  
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NONA TOBIN, an individual and Trustee of the GORDON B. HANSEN TRUST, dated 8/22/25,  
Counter-Claimant,  
vs.  
SUN CITY ANTHEM COMMUNITY ASSOCIATION,, INC., DOES 1-10, and ROE CORPORATIONS 1-10, inclusive,  
Cross-Defendant.

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT JUDGE

TUESDAY, MAY 23, 2017

**RECORDER'S TRANSCRIPT OF HEARING  
STATUS CHECK**

APPEARANCES:

For the Defendant/Cross-Defendant (Sun City Anthem Community Assn., Inc.)      DAVID OCHOA, ESQ.

APPEARANCES CONTINUED

For the Trustee: (Nona Tobin)      LINVEL J. COPPEDGE, ESQ.

RECORDED BY: SANDRA HARRELL, COURT RECORDER

AA 002919

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Las Vegas, Nevada, Tuesday, May 23, 2017

[Case called at 10:25 a.m.]

THE CLERK: Name, please?

MR. COPPEDGE: Joe Coppedge, bar number 4954.

THE COURT: Counsel, just one moment, please. I was just taking a second to grab the papers. So page 6 and 7, JimiJack Irrevocable Trust v. Bank of America, pages 6 and 7, 720032.

Can I get appearances of counsel, please?

MR. COPPEDGE: Yes, Joe Coppedge with Mushkin Cica and Coppedge, appearing for Ms. Tobin and also as -- for her as trustee of the Gordon Hansen Trust.

MR. OCHOA: And David Ochoa on behalf of Sun City Anthem.

THE COURT: Okay, so wait a second. I'm still missing Plaintiff's counsel. I didn't have Plaintiff's counsel check in. This was a status check on corporate counsel. So are you -- I didn't see an appearance.

MR. COPPEDGE: We would not. We were -- we met with her yesterday and we'll be appearing today, Your Honor. So we appeared, I guess, in person today. We'll be entering a formal appearance in the case today, but our firm is appearing for Ms. Tobin and as -- in her capacity as trustee of the Gordon Hansen Trust, Your Honor.

THE COURT: Counsel, do you have any -- I know we've gone -- we've had several different hearings and a little bit concerning, as

AA 002920

1 I'm sure you can appreciate, that we've done multiple status checks on  
2 corporate counsel.

3 MR. OCHOA: This is also our continuation of our motion to  
4 dismiss.

5 THE COURT: Right.

6 MR. OCHOA: Perhaps now that he's had a chance to appear,  
7 maybe use some time to review and just a --

8 THE COURT: He hasn't appeared yet.

9 MR. OCHOA: -- have continuance of the status check.

10 THE COURT: Have no official appearance. Do you have any  
11 objection to counsel speaking, even though he's not made a formal  
12 appearance?

13 MR. OCHOA: To make argument on our motion to dismiss or  
14 just?

15 THE COURT: With whatever qualifiers you're putting on, I'm  
16 just asking the question.

17 MR. OCHOA: I'll go ahead and object, Your Honor, then the  
18 fact that he hasn't made his appearance yet prior to today.

19 THE COURT: One -- sir, what do I do about that? You didn't  
20 make your appearance before today. I've got an objection from Plaintiff's  
21 counsel, so I think what --

22 MR. COPPEDGE: If I can, Your Honor, I think that by today, we  
23 will have the appearance formalized and the appearance made. And so,  
24 if there is further hearings, I can assure the Court as -- I'll assure the Court  
25 that we will appear in this case.

**AA 002921**

1           And if there's a further hearing, I suggest that we set that for -- if  
2 there's issues to resolve, can discuss it outside what issues are to be  
3 resolved. And two weeks, we'll come back and resolve those issues.

4           THE COURT: Today was the continuation of the motion to  
5 dismiss. Are you -- did -- were you aware of that?

6           MR. COPPEDGE: I understood it was just on the status check  
7 today, Your Honor, just for us to -- whether or not -- that's what I read from  
8 the minutes was a status check on corporate counsel.

9           THE COURT: We needed to also -- now the pending motions,  
10 because --

11          MR. OCHOA: That was clarified at the hearing. I asked the  
12 question if we would be continuing at that time.

13          THE COURT: Yeah, so --

14          MR. COPPEDGE: It was not for argument. Now if we're in the  
15 wrong time, wrong place, we'll sit down, Your Honor, and come back in  
16 the ordinary course, I mean, of -- I thought this was for no argument  
17 today, and so, that's why jumped up.

18          THE COURT: Counsel, does it make practical sense to set this  
19 for a different hearing date? I appreciate you've been here and the  
20 Court's -- and you're not waiving --

21          MR. OCHOA: I think the pending issue is our motion to dismiss  
22 without prejudice, based on in red at the current time. You know, I think  
23 procedurally, that's probably the best way to go about it. So if Your  
24 Honor's willing to rule, you know, if they file an in red claim in the future, I  
25 can discuss the issues with counsel at that time.

**AA 002922**

1 THE COURT: Well, here, I have an issue where I have status  
2 check on corporate counsel is what the minutes say. And I'm sure you  
3 can appreciate I as the judge don't input the minutes and I don't input  
4 what the hearing shows for, okay?

5 That it gets relied on by a different department. So while I'm  
6 appreciative that at least by the hearing for today, it shows status check of  
7 corporate counsel.

8 The Court's also appreciative, yes, she did say that, but once  
9 again, somebody looking at it from the outside may not have realized that.  
10 And I am very fortunate to have wonderful people who work with us on a  
11 daily basis, but nobody's perfect and it appears that someone may not  
12 have put in the additional information that should have been put in, okay?

13 Which means if somebody looks at it, it looks like it just says  
14 status check. And I can't re-write what's already there, because it is what  
15 it is. And like I said, I don't even have rights to change what's on there.

16 So meaning this is status check of corporate counsel, I have a  
17 representation that counsel's going to be filing his notice of appearance  
18 today. It seems practical that I, unfortunately, I need to continue your  
19 motion to dismiss, appreciative that you are here and you're ready to  
20 argue it.

21 And if I do it in short order, I can do it as quickly as Thursday of  
22 this week. If you want it, I can do it next week. So when would you like to  
23 have it happen, so that you have an opportunity to be heard as quickly as  
24 possible, because they have patiently been waiting and that they've been  
25 filed --

AA 002923

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MR. COPPEDGE: I understand, Your Honor.

MR. OCHOA: Thursday would be fine, Your Honor. I'd be happy to --

THE COURT: Does Thursday work for you as well, sir?

MR. COPPEDGE: It'll work, Your Honor. We'll make it work.

THE COURT: Okay, that would mean this Thursday, the 25th. Give me one second, please. So the motion to -- continued motion to --

[The Judge confers with the Clerk]

THE COURT: Yeah, 9:30, would that work for the parties?

MR. OCHOA: Yes, Your Honor.

THE COURT: Would that work?

MR. COPPEDGE: That's fine, Your Honor.

THE COURT: Okay, the motion to dismiss, 9:30. Gives you an opportunity to take a look at things and we'll hear oral argument on that. Thank you for patience and we'll see you back here on Thursday.

MR. COPPEDGE: Thank you, Your Honor.

[The Clerk confers with the Judge]

THE COURT: No, the status check report for counsel, good point. We're going to continue that for Thursday as well. Of course, that will be mooted if you have filed something and provided us a courtesy copy, right? Okay, do appreciate it. Thank you so very much.

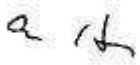
[Hearing concluded at 10:31 a.m.]

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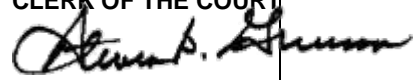
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ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.



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Chris Hwang  
Transcriber



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RTRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA

JOEL A. STOKES AND  
SANDRA F. STOKES, as  
trustees of the JIMI JACK  
IRREVOCABLE TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.,

Defendant.

NATIONSTAR MORTGAGE,  
LLC,

Counter-Claimant,

vs.

JIMI JACK IRREVOCABLE  
TRUST,

Cross-Defendant.

CAPTION CONTINUES BELOW

CASE#: A-15-720032-C  
Consolidated with A-16-730078-  
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AA 002926

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

Counter-Claimant,

vs.

JOEL A. STOKES AND  
SANDRA F. STOKES, as  
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, DOES 1-10, and ROE  
CORPORATIONS 1-10,  
inclusive,

Cross-Defendant.

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT  
JUDGE

THURSDAY, JUNE 6, 2019

**RECORDER'S TRANSCRIPT OF HEARING  
BENCH TRIAL - DAY 2**

APPEARANCES:

For the Counter Defendant: JOSEPH HONG, ESQ.

For the Defendant: LINVEL J. COPPEDGE, ESQ.

RECORDED BY: SANDRA HARRELL, COURT RECORDER

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**INDEX**

Parties rest			<u>Page</u> 30		
WITNESSES FOR CCMT	<u>Direct</u>	<u>Cross</u>	<u>Redirect</u>	<u>Recross</u>	
Nona Tobin	5				
WITNESSES FOR CDFT.	<u>Direct</u>	<u>Cross</u>	<u>Redirect</u>	<u>Recross</u>	
None					

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Las Vegas, Nevada, Thursday, June 6, 2019

[Case called at 10:12 a.m.]

THE COURT: Moving on to 9:45 bench trial, Nona Tobin Trustee versus Joel Stokes, Sandra Stokes, Trustee of JimiJack Irrevocable Trust.

Counsel feel and parties feel -- counsel, feel free to make your appearances please?

MR. COPPEDGE: Joe Coppedge here for Ms. Tobin. Present with me is Ms. Tobin, Your Honor.

THE COURT: I appreciate it.

MR. HONG: Good morning, Your Honor Joseph Hong for the Counter-Defendants.

THE COURT: I didn't see findings of fact -- proposed findings of fact and conclusions of law. When we left yesterday, you completed your opening statements.

And so, Plaintiff's counsel, feel free to call your -- well, subject to the ruling of the Court, which of course was reaffirmed yesterday for all the reasons stated, given the totality of the conduct and how the parties have proceeded in this case, each of the parties because they would have been fully noticed initially in Rule 16, there is no surprise. There is no hardship or anything that's been demonstrated.

The parties should be provided an opportunity to appear. So I think I was going to tell Plaintiff's counsel that they could proceed, but I

1 think Defense counsel -- excuse me, Counter-Claimant's counsel wants to  
2 state something first.

3 MR. HONG: Yes, Your Honor, if I may.

4 THE COURT: But it's not your turn yet.

5 MR. HONG: No.

6 THE COURT: It's their case in chief, so unless they agree, they  
7 get to move forward with their case in chief and then you can address  
8 anything after they case in chief and I could address at that juncture.

9 MR. HONG: Well, it's a housekeeping matter on a -- what we  
10 addressed yesterday on a motion for directed verdict.

11 THE COURT: Right, but I'm not going to address anything.  
12 This Court always has discretion to hear things at different times. I told  
13 you all -- as you left yesterday that Plaintiffs have an opportunity to put the  
14 trustee on if you chose to do so. Pursuant to the Court's order, I need to  
15 let that happen first, okay?

16 MR. HONG: Okay.

17 THE COURT: I appreciate it.

18 MR. HONG: Yeah.

19 THE COURT: Thank you so much.

20 Okay, if you wish to call the trustees the -- then you may do so.

21 The Court's not requiring you to call anyone. It's up to you.

22 MR. COPPEDGE: The Counter-Claimant calls Ms. Tobin, Your  
23 Honor, the Trustee.

24 THE COURT: Okay, feel free to go the bench and madam clerk  
25 will swear you in.

**AA 002930**

1 And, counsel, I am seeing documents and a whole bunch of  
2 things. Those cannot be utilized as you know.

3 MR. COPPEDGE: You can't -- those are not exhibits. You  
4 can't use those things. It's just testimony today.

5 MS. TOBIN: All right.

6 THE COURT: Appreciate it. Just thank you so much.

7 Madam clerk, feel free to swear in the witness.

8 THE CLERK: Yes, Your Honor.

9 Please remain standing and please raise your right hand.

10 NONA TOBIN

11 [having been called as a witness for the Counter-Claimant and being first  
12 duly sworn, testified as follows:]

13 THE CLERK: Thank you, please be seated. And could you  
14 please state and spell your name for the record?

15 THE WITNESS: Nina Tobin, N-O-N-A T-O-B-I-N.

16 THE CLERK: Thank you.

17 THE COURT: Please feel free to proceed.

18 MR. COPPEDGE: Ms. Tobin --

19 THE COURT: And I believe, Marshal, is there water on the  
20 witness stand? There should be.

21 THE MARSHAL: She has water.

22 THE WITNESS: Thank you.

23 THE COURT: Oh, okay, thank you so much. Feel free to  
24 proceed.

25 DIRECT EXAMINATION

AA 002931

1 BY MR. COPPEDGE:

2 Q Ms. Tobin, where do you live?

3 A I live at 2664 Olivia Heights Avenue, Henderson.

4 Q And that's in what subdivision?

5 A Sun City Anthem.

6 Q How long have you lived there?

7 A Since February 20th, 2004.

8 Q Would you describe for the Court briefly your educational  
9 background and also maybe your professional background?

10 A I have a Masters degree and I have post-graduate certification  
11 in municipal management. And I've run the civil service for the City of San  
12 Jose and done a number of things related to the issues of this trial, due  
13 process, handling of official records, access to records, and so forth.

14 Q Did you know a Gordon Hansen, Ms. Tobin?

15 A Yes. He was my fiancé. He lived with me at my property since  
16 from 2007 until he passed away in January 14th, 2012.

17 Q Did -- are you familiar with the property at issue in this case,  
18 which is located at 2763 White Sage Drive, Henderson, Nevada?

19 A I am more familiar with that property than anybody in the world.  
20 I have been dealing with it for seven and a half years since he died in  
21 extreme circumstances. I've had to look at every single record related to  
22 that property, so I'm very familiar with it.

23 Q Can you describe for the Court briefly the ownership history of  
24 the property?

25 A Okay, it was built and he and his wife moved in in 2003 in July.

AA 002932



1 And they got divorced. She quit claimed the property to him in 2004. And  
2 at that time, he as an individual took out the Western [indiscernible] deed  
3 of trust, the July 14th July deed of trust, that is the -- a disputed deed of  
4 trust in this case.

5 So he had it in 2004. And then in 2008, August 22nd, 2008, he  
6 formed a trust for testamentary trust. And the property was deeded to the  
7 trust on August 27th, 2008. And the trust owned it until the title was  
8 changed on August 22nd of '14, where was a foreclosure deed that was  
9 recorded.

10 Then after that, subsequently, I became the successor trustee. And  
11 so, the property -- when he died. So then the property, that property, was  
12 the only asset in the trust. It was underwater.

13 That asset I deeded to myself as an individual in 2017, because of the  
14 -- the trust had no other assets and the cost of administration was  
15 unnecessary and I closed the trust. And so that, the title since 2017 had  
16 been in my name.

17 After -- when I just missed one, like in the -- after the --

18 THE COURT: Counsel, the question was are you familiar with  
19 the property?

20 THE WITNESS: I'm sorry.

21 THE COURT: So you can appreciate narratives. I mean --

22 MR. COPPEDGE: I do.

23 THE COURT: I'm giving you a lot of leniency because it's a  
24 bench trial, but you need to go question to question, right?

25 MR. COPPEDGE: Understand, Your Honor.

AA 002933

1 THE COURT: Thank you.

2 BY MR. COPPEDGE:

3 Q Let me ask, Ms. Tobin, was the trust ever amended?

4 A Excuse me?

5 Q Was the trust ever amended?

6 A Yes, it was amended on August 10th of 2011. And the sole  
7 purpose of the amendment was to change the beneficiaries. It did not  
8 change me as the trustee.

9 Q Were you one of the original trustees?

10 A So Gordon Hansen was the trustee. I was the successor  
11 trustee upon his death. I was a co-beneficiary with his son. The  
12 amendment made it a 50 percent split.

13 Q Once you became a trustee of the trust, what did you do with  
14 the property?

15 A I -- well, he had passed away and the market had crashed. The  
16 house was underwater. I put the property up for a short sale. I listed it  
17 with the Proudfit Realty to sell it.

18 Q How long --

19 A That was February 20th of '14.

20 Q How long had you been a homeowner in Sun City Anthem you  
21 just said?

22 A So it's 15 years now.

23 Q As a homeowner in Sun City Anthem, are you familiar with the  
24 HOA assessments?

25 A Yes, I've paid my assessments every time. I've had one late

AA 002934

1 fee required in the 15 years. And that was August 17th of '12, which is the  
2 -- an issue in this case.

3 Q In your complaint, there's a reference -- in your counterclaim,  
4 there's a reference to hand delivering a check to number 143 to pay the  
5 HOA dues for the Hansen property. And then later, there was an issue  
6 with regard to when that was actually paid. Can you address that for the  
7 Court, please?

8 A Right, I -- the -- that was the only time my personal  
9 assessments were late. And so, when I went and picked up the checks  
10 from the bank for this account, and I saw that my check had been  
11 stamped received on the date, August 17, '12, that it was been written.

12 And the check -- so 142 was for my house, 143 was for Bruce's  
13 house. And that second check had no date received. And it just had --  
14 the bank said that it was a credit to the account in --

15 MR. HONG: Objection, Your Honor. That's hearsay.

16 THE COURT: Sustained. The Court can't take into account  
17 what the bank said.

18 MR. COPPEDGE: I understand, Your Honor.

19 BY MR. COPPEDGE:

20 Q You said Bruce. Just describe for the record, who is Bruce?

21 A Gordon Bruce Hansen. We call him Bruce.

22 Q Does he go by Bruce?

23 A Yes.

24 Q So if we call him Bruce, is that okay today?

25 A Yeah.

AA 002935

1 Q Let me back up. Back in 2012, how much were the  
2 assessments, the HOA assessments?

3 A \$275 a quarter.

4 Q Was there a late fee associated with that payment?

5 A Right, there was the delinquent assessment policy, so that after  
6 30 days past due, that the fine of \$25 could be added as a late fee.

7 Q So we touched on -- I don't think you verified that -- we touched  
8 on how you tried you tried to pay -- make payment. Which quarter was  
9 that payment for?

10 A The quarter ending September 30th of '12.

11 Q When was it due then?

12 A July 1st.

13 Q So when would the late fee kick in?

14 A July 31st.

15 Q Now when did you make the payment for Mr. -- for the Hansen  
16 Trust property?

17 A I would --

18 Q For him?

19 A Yeah, it turns out that I was wrong. It was -- actually, I sent it on  
20 October 3rd of '12 with a letter telling them that it was late.

21 Q What was the purpose of sending the letter?

22 A It -- well, to say here's \$275 for the quarter plus the \$25 late fee.  
23 And here's the notice of the owner's death. And here's the notice that the  
24 property's been sold and that the future assessments can come out of the  
25 escrow.

AA 002936

1 Q A couple things there. Were there any other enclosures beside  
2 the check and the notice of Mr. -- Bruce's death?

3 A No.

4 Q You mentioned that the property had sold. Can you describe  
5 that for the Court?

6 A Okay, there was a purchase offer from the Sparkmans  
7 [phonetic] on August 8th that I accepted on August 10th with the provision  
8 that the sellers of the -- you know, seller's costs would be the lender's  
9 cost. Because it was underwater and the bank, you know, said pay it.

10 Q Did the sale to the Sparkmans, did it go through?

11 A No, it -- I -- the people moved in, but the bank did so many  
12 things that they didn't accept it. They didn't give lender approval. And  
13 finally on April 4th of '13, the Sparkmans said they'd had it and they  
14 wanted their money back and they -- and then, they moved out April 30th,  
15 I think.

16 Q Of what year?

17 A 2013, but it had been in escrow for like six months.

18 Q Once you paid the quarterly dues that were due in July of 2012,  
19 actually, you paid in October, that is correct?

20 A Yes.

21 Q Once you paid those in October -- and what amount did you  
22 pay?

23 A A \$300 check for HOA dues.

24 Q Once you made that payment, were there any additional sums  
25 due and owing to that point to the HOA?

AA 002937

1 A No.

2 Q Was the payment credited properly?

3 A No.

4 Q Can you describe why not?

5 A I don't know why, but I know that in the records, that -- and a lot  
6 of this stuff I learned by looking at this in great detail later because at the  
7 time, I didn't look at it.

8 But they put these kind of fees like the management collection fee or a  
9 -- I don't know there are just all kind of fees related to collections. And  
10 there was no need for collections. And there just was no need. There's  
11 no authority to add those kinds of fees without giving some kind of notice.

12 Q You mentioned that as a long time property owner at the Sun  
13 City Anthem, are there notice requirements for violations?

14 A Very explicit.

15 Q And what do those entail?

16 A Okay, the CCNRs, 7.4 are -- require that before the Board can -  
17 -

18 MR. HONG: Your Honor, I'm going to object as to hearsay  
19 because that's relying on documents that are not admitted. It's for the  
20 truth of the matter asserted.

21 THE WITNESS: They are admitted.

22 MR. COPPEDGE: I think those documents are admitted in this  
23 case, Your Honor. They've been admitted in the case.

24 THE COURT: Are they admitted? Counsel, there's no  
25 documents admitted for this trial, right?

AA 002938

1 MR. COPPEDGE: Yes, Your Honor.

2 THE COURT: There's no exhibits because you all did not  
3 comply.

4 MR. COPPEDGE: I understand.

5 THE COURT: So here's the objection. The Court's inclined to  
6 grant it as a hearsay objection, because saying what the document is  
7 saying for the truth of the matter asserted. Is there anything else the  
8 Court should be considering?

9 THE WITNESS: I have a question?

10 MR. COPPEDGE: You can't.

11 No, Your Honor, other than the fact that those documents were  
12 introduced in this case and had been admitted in other matters, Your  
13 Honor, I understand.

14 THE COURT: They have not been admitted. I don't know what  
15 you mean by the term admitted. To the --

16 MR. COPPEDGE: They were submitted to the Court in various  
17 court filings in this case, Your Honor, part of the pleadings.

18 THE COURT: An as you can appreciate, for purposes of trial,  
19 you don't say go fish on somewhere in some pleading that something may  
20 or may or not have been attached to use it for purposes of trial.

21 There's no trial exhibit that has been admitted. I have to sustain  
22 the hearsay objection because what's being stated, it's being based on  
23 what saying is a document, which is not admitted for trial purposes.

24 MR. COPPEDGE: Understood, Your Honor.

25 THE COURT: I appreciate it. Thank you so much.

AA 002939

1 BY MR. COPPEDGE:

2 Q Ms. Tobin, have you ever received any violation notices  
3 yourself?

4 A They've gone to Gordon Hansen at my property, but I've never  
5 had one for my property. And the one that I got from -- was related to a  
6 notice that there would be a hearing for the violation of dead trees and a  
7 fine of \$25.

8 And I received a notice of sanction on August 13 of '14 that said that  
9 \$25 would be cumulating each week that the dead tree wasn't replaced.

10 Q Did you receive the September 20, 2012 notice of hearing to  
11 suspend membership benefits for delinquent assessments from Sun City  
12 Anthem?

13 A What did you say?

14 Q The one that was -- they claim was attached to your October 3  
15 letter, did you receive that?

16 A No.

17 Q Were you provided with a copy of the September 17, 2012  
18 notice of intent to lien?

19 A I -- I'm confused because of the way the evidence. I mean, I  
20 know these things from later, but I don't know it from then.

21 Q At that time, did you get one -- at that time, on or about  
22 September 17, 2012?

23 A No.

24 Q Have you since seen that notice?

25 A Yes.

AA 002940



1 Q Have you reviewed the Sun City Anthem disclosures in this  
2 case?

3 A In considerable detail.

4 Q Was there a proof of service for the September 17, 2012 notice  
5 of intent to lien?

6 A No.

7 Q Have you -- and you said you've since reviewed that notice,  
8 right?

9 A Yes.

10 Q Was it accurate?

11 A It was not authorized, I mean, those fees.

12 MR. HONG: Objection, Your Honor, again, it's hearsay. It's  
13 based on a document not admitted into as evidence and it's offered for  
14 truth of the matter asserted.

15 THE COURT: Authorized. Let me hear counsel's response  
16 because the answer starting with --

17 MR. COPPEDGE: I'm not asking about what it says, Your  
18 Honor.

19 THE COURT: Okay.

20 MR. COPPEDGE: I guess with my next question, I don't think --  
21 my next question was going to be was it accurate? And she said it wasn't  
22 authorized. I was going to ask why it was not accurate. So that may be a  
23 -- the first question I think wasn't --

24 THE COURT: The Court's going to overrule --

25 MR. COPPEDGE: -- calling for hearsay.

AA 002941

1 THE WITNESS: Okay.

2 THE COURT: -- the objection for the basis stated because the  
3 question was asked whether it was accurate or not. So it wouldn't be  
4 going into the truth of the matter asserted. It's a perception opinion of a  
5 lay witness, which would be acceptable. Okay.

6 MR. COPPEDGE: Okay.

7 MR. HONG: Thank you, Your Honor.

8 THE WITNESS: Okay, I understand.

9 BY MR. COPPEDGE:

10 Q I asked if it was accurate and --

11 A No.

12 Q Why not, Ms. Tobin?

13 A Because the fees that were put in are --

14 MR. HONG: Sorry, objection, Your Honor.

15 THE COURT: Let me hear the end of the answer and then the  
16 Court can --

17 MR. HONG: Okay.

18 THE COURT: -- determine whether or not I can --

19 MR. HONG: Sure.

20 THE COURT: -- take it into account.

21 Was the end of the answer? Because it's kind of --

22 THE WITNESS: Were --

23 MR. COPPEDGE: I think she was cut off, Your Honor, I  
24 believe.

25 THE COURT: Okay.

AA 002942

1 THE WITNESS: They were extraordinary. They were like --  
2 when \$300 is actually due and 617 is asked for, it's extraordinary.

3 THE COURT: Okay, now that -- just a sec. Now it's -- I don't  
4 understand. So the objection was hearsay?

5 MR. HONG: Yeah.

6 THE COURT: Okay.

7 MR. HONG: Yes, Your Honor. It's for the truth of the matter.

8 THE COURT: The Court's only going to take that statement  
9 into account to the extent it's the opinion of a lay -- it's a lay opinion, not  
10 as to the truth for accuracy of the underlying amounts, because the  
11 underlying amounts would be the hearsay portion.

12 MR. HONG: Right.

13 THE COURT: Okay, please continue.

14 BY MR. COPPEDGE:

15 Q Ms. Tobin, did you object to the fees that were contained in the  
16 September 17, 2012 notice of intent to lien?

17 A I didn't get it.

18 Q Did you appeal to the Board within 30 days?

19 A Of what? I mean, I didn't get it.

20 Q Have you had a chance -- have you reviewed the December 14,  
21 2012 notice of delinquent assessments?

22 A Yes.

23 Q Was that notice accurate?

24 A No.

25 Q As of December 14, 2012, what was the maximum amount of

AA 002943

1 delinquency for the property's HOA account?

2 A It was the 275 plus the \$25 late fee.

3 Q Are you aware of any tenders in this matter to pay the -- what's  
4 been called the superpriority amount?

5 A I am from reviewing the disclosures, but I didn't know at the  
6 time.

7 Q Let me ask you, were you ever given notice that any of the  
8 lenders had made a tender to pay the superpriority amount?

9 A No.

10 Q Did you receive a notice of foreclosure sale dated February 12,  
11 2014 for this property?

12 A Yes.

13 Q How much was claimed to be due and owing in the notice of  
14 sale?

15 A \$5081.45.

16 Q When was the sale scheduled?

17 A March 7th.

18 THE COURT: I didn't hear anything, so he's moved on.  
19 Pardon?

20 MR. HONG: The objection was as to hearsay as to the  
21 underlying amount being stated pursuant to this notice, because again,  
22 that's a document not admitted into as evidence. She -- the witness  
23 testified that --

24 MR. COPPEDGE: If she's reviewed a public document of her  
25 own knowledge or has knowledge of the amount that's in the notice of

AA 002944

1 sale, that's of her own knowledge. She could testify to that.

2 THE COURT: The Court's going to overrule the objection  
3 based on the way was asked based on the answer and based on the  
4 timing of the objection, three independent grounds. Go ahead.

5 BY MR. COPPEDGE:

6 Q When was the sale scheduled?

7 A March 7th, 2014, 10 a.m.

8 Q Let me back up. Was the amount correct --

9 A No.

10 Q -- in the notice? Why not?

11 A It -- because it was adding all these fees, it was not correct.

12 Q Let me ask, are you familiar with NRS 116.311624?

13 A Yes.

14 Q Did you receive a schedule of the fees that may be charged for  
15 unpaid HOA obligations?

16 A No.

17 Q Did you receive a proposed repayment plan that's required by  
18 the statute?

19 A No.

20 Q Did you receive a notice of right to contest the past due  
21 obligation at a hearing before the executive board?

22 A No.

23 Q Did anyone provide you with the procedures for requesting such  
24 a hearing?

25 A No.

AA 002945

1 Q When you received the notice of foreclosure sale, what did you  
2 do at that point in time?

3 A I gave it to Craig Leidy, who was becoming the listing agent. I  
4 had -- the property had been off the market for a number of months  
5 because Bank of America had taken possession, but not taken the title.

6 Q Other than the notice of foreclosure sale, did you receive any  
7 other notices prior to the sale?

8 A None.

9 Q At some point, did you contact the ombudsman in this matter?

10 A Yes, a number of times.

11 Q Who was the ombudsman?

12 A Well, the ombudsman office is -- it's the Ombudsman for  
13 Common Interest Communities. And they are a body that handles the  
14 issues in HOAs.

15 Basically, they maintain by the statute -- the statute requires that they  
16 maintain certain types of records about the HOAs and they collect money  
17 from the HOAs to provide this. They serve as a administrative entree into  
18 the mediation process.

19 Q Let me back up for just one moment. You said the sale did not  
20 take place I believe you said March 7th when it was first scheduled; is that  
21 correct?

22 A Correct.

23 Q Do you know when the sale did take place?

24 A August 15th --

25 Q Of what year?

AA 002946

1 A -- 2014.

2 Q Did you contact the ombudsman before or after the actual  
3 foreclosure sale?

4 A After.

5 Q And what was the purpose of contacting the ombudsman?

6 A Well, that first time, it was because the -- I couldn't believe that  
7 it happened, that it had been sold. I was -- I mean, I had an offer on the  
8 table for five times the amount they said they sold it for. Nobody told me it  
9 was happening. And so, I checked the county records. And it hadn't been  
10 entered into the assessor's record.

11 And then I looked up and I found out that, you know, I -- that there's  
12 supposed to be a deed there. And I was checking because I had already  
13 gone through six months of having the title and being locked out. And I  
14 couldn't just take the liability if it's sold in that kind of unconventional  
15 manner.

16 And I still have the title. I couldn't figure it out. And the ombudsman  
17 said --

18 MR. HONG: Objection as to hearsay, Your Honor.

19 THE COURT: Court's not going to be able to hear what the  
20 ombudsman reportedly said.

21 MR. COPPEDGE: Understand, Your Honor --

22 THE WITNESS: May I -- well, what I asked was is there a  
23 deed? And there was no deed.

24 BY MR. COPPEDGE:

25 Q Did you make a public records request of the ombudsman?

AA 002947

1 A I've made a lot of them.

2 Q What was the purpose of doing that?

3 A Because I wanted to see all of the records that were related to  
4 this foreclosure, that the ombudsman is required to keep because I  
5 couldn't believe it.

6 And so, when yeah, so I got those records and I found out like a lot of  
7 things about the manner that the sale was conducted was inappropriate.

8 Q Did the ombudsman provide you with business records in  
9 response to your public records request?

10 A Oh, yes, yes.

11 Q Have you reviewed those records?

12 A Yes.

13 Q In reviewing the business records of the ombudsman office,  
14 what have you discovered with regard to how the sale was conducted?

15 A It wasn't conducted according to the statutes.

16 MR. HONG: Objection as to hearsay, Your Honor.

17 THE COURT: The Court needs to sustain that. A lay witness, I  
18 mean, it's not something -- that's an ultimate conclusion in the case which  
19 is it has to be before the trier of facts. So the Court has to sustain --

20 MR. COPPEDGE: Just --

21 THE COURT: -- that objection.

22 MR. COPPEDGE: -- if can, Your Honor, the business records  
23 of the ombudsman would be an exception to the hearsay rule, Your  
24 Honor, and so, they would not be hearsay. So that if she's reviewed  
25 them, I think she could speak to what those records provide.

AA 002948



1 MR. HONG: They'd have to be admitted into as evidence, Your  
2 Honor.

3 THE COURT: There's two problems with that, right? One, they  
4 have to be exhibits in the case. Even separate and apart from that, the  
5 ultimate conclusion about whether something did or did or not comply with  
6 the statute is the ultimate conclusion in the case for this Court to  
7 determine.

8 MR. COPPEDGE: I understand, Your Honor.

9 THE COURT: And so, the Court has to sustain the objection  
10 because a lay witness can't do the ultimate conclusion of the case.

11 MR. COPPEDGE: She has her opinion, Your Honor. I  
12 understand, Your Honor.

13 THE COURT: Right, to the extent it's a viewpoint, there was  
14 something wrong is different than it did not comply with the statute. So  
15 the Court has to sustain the way the answer was phrased. The Court  
16 cannot take into account the answer, the way the answer was phrased.  
17 Thank you so much.

18 THE WITNESS: I apologize. I was not understanding how to  
19 say that.

20 BY MR. COPPEDGE:

21 Q Let me ask this, Ms. Tobin, do you have an opinion as to  
22 whether or not the sale was conducted in accordance with the statute --  
23 statutes?

24 A Right, and I realize now by that objection why -- how I'm saying  
25 it wrong.

AA 002949

1 Q But my question now is do you have an opinion as to whether or  
2 not the foreclosure sale was conducted in accordance with the recording  
3 statutes?

4 A Yes.

5 Q And what is your opinion?

6 A It was not.

7 Q And what do you base it on?

8 A Because I know now the statutes and I know that -- what they're  
9 -- that there's supposed to be notice given to the ombudsman of the sale.  
10 And there never was notice of the actual sale given to the ombudsman.  
11 Not just that there wasn't a deed, but there was no notice of the sale.

12 And the records that the ombudsman keeps that I reviewed for a  
13 number of properties is showing that the only notice that was ever  
14 published according to -- well, to -- through the Nevada legal news three  
15 times. The only time that happened was with the notice of sale that I got  
16 from February 12th of '14.

17 MR. HONG: Objection, Your Honor, that's hearsay.

18 THE WITNESS: I got that notice.

19 THE COURT: The Court's only taking into account the  
20 nonhearsay portions of the witness' statement.

21 MR. COPPEDGE: Understood, Your Honor.

22 BY MR. COPPEDGE:

23 Q How did you find out that the property had sold at foreclosure  
24 sale?

25 A I sent an email to Craig Leidy when I had gotten back from

AA 002950

1 California. And I said the offer that's on the table, you know, what's  
2 happening?

3 And I got a notice from the HOA about the dead trees. And what are  
4 we going to do? And he calls me the afternoon of the -- August 15th,  
5 which was the day of the sale, and he says it was sold this morning.

6 Q Have you had -- have you reviewed the foreclosure deed in this  
7 matter?

8 A Yes.

9 Q In your opinion, was the foreclosure deed accurate?

10 A It relied on a rescinded notice of default.

11 Q What do you mean by that?

12 A Notice of default that was dated March 12th of '13 was  
13 rescinded on April 3rd and recorded on April 3rd.

14 Q Was there a subsequent notice of default after the one that was  
15 rescinded?

16 A Yes.

17 Q Was that referenced in the foreclosure deed?

18 A No.

19 Q You mentioned, I believe, briefly, having a contract for sale with  
20 -- supposed -- called the Sparkmans. Do you recall talk about that?

21 A Okay, that was the first of four escrows that never received  
22 lender approval. The escrow opened on August 8th of '12 and it -- their  
23 money was given back to them. Their request for their money back was  
24 August -- excuse me, April 4th of '13.

25 Q Besides the Sparkmans, how many other either offers to

AA 002951

1 purchase or purchase contracts regarding this -- the property?

2 A There were a lot of offers, but there were three escrows opened  
3 on sales that I signed that were contingent on lender approval, that lender  
4 approval was never given.

5 Q Can you describe those three escrows for the Court?

6 A Yes, May 10th of '13, the Mazzeos, M-A-Z-Z-E-O, made a  
7 \$395,000 --

8 [Sneeze]

9 THE COURT: Bless you.

10 THE WITNESS: -- \$395,000 purchase offer. And it didn't close.  
11 The bank didn't approve them. And okay, that was that one.

12 Then on March 4th of 2014, Red Rock Investments made a  
13 \$340,000 cash offer and escrow was opened on that one.

14 And then, on April 18th of '14, the Nationstars said -- told me  
15 that they had to -- well, they told Leidy and he told me I could sign to do a  
16 market validation program, which meant that the \$340,000 offer escrow  
17 would be put in abeyance by Nationstar.

18 And the listing agent, Leidy, would be required to put the market  
19 -- put the property on the market on auction.com and sell it for best price, I  
20 guess by open bid.

21 So then, that on May 8th of '14, that high bidder at the auction I  
22 signed and accepted that contract for \$350,000 plus \$17,500 of buyer's  
23 premium.

24 So escrow was opened. That was MZK Properties. And it was  
25 pending lender approval, which was never granted.

AA 002952

1 BY MR. COPPEDGE:

2 Q Based on -- were there any other escrows opened for the  
3 property?

4 A Those were the only escrows. I did have two other offers after  
5 this last one that -- well, Nationstar, well, did not -- Nationstar said the  
6 investor required that it be re-listed.

7 Q Based upon the escrows that you had entered into and the  
8 offers to purchase the property, did you form opinion as to the value of the  
9 property at or about the time of the foreclosure sale?

10 A Yes, the -- I had a \$358,800 offer made on August 4th in hand.  
11 So that would be one thing that would -- I would say made its value. And  
12 the foreclosure deed statement of value put \$353,529 as of August 22nd  
13 as the fair market value or was the real property transfer tax value.

14 MR. HONG: Objection as to hearsay, Your Honor.

15 THE COURT: The Court's only going to listen to nonhearsay  
16 portion and take into account the nonhearsay portion of the response.

17 BY MR. COPPEDGE:

18 Q Ms. Tobin, who -- do you know who purchased the property at  
19 foreclosure sale?

20 A I know that -- I know what the deed is. I know what -- that Craig  
21 Leidy told me Tom Lucas. What -- is that what you mean?

22 Q Now let me ask the question. Have you reviewed the Sun City  
23 Anthem ownership records?

24 A Yes.

25 Q Does Mr. Lucas show as an owner of the property in the Sun

AA 002953

1 City Anthem ownership records?

2 A No.

3 MR. HONG: Objection as to hearsay, Your Honor.

4 MR. COPPEDGE: It's her own personal knowledge.

5 MR. HONG: No, it's not. It's based -- she just testified based  
6 on the review of the Sun City Anthem records. It's --

7 THE COURT: The Court's going to overrule it because only as  
8 to whether it appears or doesn't appear, not as to what the impact of it  
9 appearing or not appearing is.

10 An impact, the Court has to disregard the hearsay. Whether it  
11 appears or doesn't appear, the Court can take into account. So granted in  
12 part and overruled in part the objection.

13 BY MR. COPPEDGE:

14 Q As a Sun City Anthem homeowner, are you aware of any  
15 procedures that are required for the Board to approve a foreclosure  
16 process?

17 A I am aware of what the Sun City Anthem's standard operating  
18 procedures. I know that in order to do anything, the Board meets and  
19 they have a motion, a second, and a vote, and they record the vote, and  
20 everything is done according to "Robert's Rule of Order" and according to  
21 the requirements of the code.

22 Q Have you reviewed the Sun City Anthem minutes of the Board  
23 meetings regarding the foreclosure of the Hansen Trust property?

24 A There is no record anywhere in any of the Sun City Anthem  
25 records of anything to do with it.

AA 002954

1 MR. HONG: Same objection.

2 THE COURT: The Court's going to sustain the objection as to  
3 the ultimate conclusion, but will take into account what this witness stated  
4 she viewed or didn't view.

5 MR. COPPEDGE: Understood, Your Honor.

6 BY MR. COPPEDGE:

7 Q Ms. Tobin, we discussed a number of failings regarding notice  
8 and miscalculation of amounts due. Did we touch on all of the  
9 irregularities of the foreclosure sale?

10 A I had no idea that the foreclosure sale was going to happen and  
11 I got no notice that it did happen. I -- because I have never done this type  
12 testifying before, sorry, I'm very cautious about the way I'm phrasing  
13 things, seems to be causing a problem.

14 But as far as what was irregular, I know from a great deal of study  
15 now what's irregular, but at the time, I didn't know it happened. I didn't  
16 know it could happen.

17 I didn't know -- I just -- I -- my issue at the time was the -- Nationstar  
18 didn't own the note. And that was the reason that none of these escrows  
19 were closing. And so, I was concerned about them getting the excess  
20 proceeds.

21 MR. COPPEDGE: That's all I have, Your Honor.

22 THE COURT: Okay, cross-examination by Counter-  
23 Defendant's counsel?

24 MR. HONG: No, Your Honor.

25 THE COURT: Okay, there being no cross-examination, then

AA 002955

1 this is witness is excused. Thank you so very much. Okay.

2 Okay, then at this juncture, Plaintiff, that would have exhausted  
3 because that's the only -- is the party correct on behalf of Counter-  
4 Claimants --

5 MR. COPPEDGE: That's correct, Your Honor.

6 THE COURT: Is that correct?

7 MR. COPPEDGE: That's correct, Your Honor.

8 THE COURT: So then I -- so do you rest on behalf of Counter-  
9 Claimant?

10 MR. COPPEDGE: We do, Your Honor.

11 THE COURT: Okay, since Counter-Claimant rests, I now go to  
12 Counter-Defendant. Counter-Defendant, do you have you any of your  
13 client representatives that you wish to place for testimony?

14 MR. HONG: No, Your Honor.

15 THE COURT: So what does Counter-Defendant wish? Are you  
16 resting --

17 MR. HONG: We're resting.

18 THE COURT: Or are you making a motion? What are you  
19 doing?

20 MR. HONG: Well, I mean, we'll just rest. And since it's a bench  
21 trial, we could make a motion for directed verdict, but we might -- I mean,  
22 it's really the Court's preference.

23 THE COURT: The Court has no preference. I'm just asking --

24 MR. HONG: Then --

25 THE COURT: -- it would go to you as Counter-Defendant. You

AA 002956



1 have an opportunity to put any of your clients on the --

2 MR. HONG: No.

3 THE COURT: -- this caption. You choose not to do that,  
4 correct?

5 MR. HONG: Yes, Your Honor, we choose not to.

6 THE COURT: Since you choose not to, then do you rest and  
7 then I move back to rebuttal case?

8 MR. HONG: We rest, we rest.

9 THE COURT: Well, okay.

10 MR. HONG: Yeah.

11 THE COURT: So then I technically move back to rebuttal case,  
12 but is there a rebut --

13 MR. COPPEDGE: Nothing to rebut, Your Honor.

14 THE COURT: Okay, there being nothing to rebut, then it would  
15 be the time for closing arguments. Do the parties wish to engage in  
16 closing arguments? Some parties do, some parties don't.

17 MR. HONG: We don't, we don't.

18 THE COURT: Sometimes people say they provide the  
19 proposed findings of fact.

20 MR. HONG: Yeah.

21 THE COURT: It's up to you all. If you want closing arguments,  
22 it would then be Counter-Claimant's closing argument.

23 MR. COPPEDGE: Your Honor, I think everything is contained  
24 in the proposed findings of fact that we would set forth the reasoning. I  
25 can -- I would be restating that and that would not be productive. We can

AA 002957

1 rest on this, Your Honor.

2 THE COURT: Okay, so your waiving closing?

3 MR. COPPEDGE: Yes, Your Honor.

4 THE COURT: Okay, it's a question.

5 MR. COPPEDGE: No, no, I understand.

6 THE COURT: I mean, you're more than welcome to close if you  
7 want.

8 Okay, so let me go to Counter-Defendant.

9 MR. HONG: We waive, too.

10 THE COURT: Do you wish to do a closing argument?

11 MR. HONG: No, Your Honor.

12 THE COURT: Okay. So neither -- do you wish to a rebuttal  
13 closing argument, Counter-Claimant?

14 MR. COPPEDGE: No, Your Honor. Just so we're clear, we're  
15 adopting the proposed findings as I think our closing, Your Honor.

16 THE COURT: Is that the same thing the defense, Counter-  
17 Defendant is doing to the extent I should be looking at those both?

18 MR. HONG: Yes, Your Honor.

19 THE COURT: Okay. So is there anything else from either party  
20 or are the parties in light of the fact I just got the findings just now, the  
21 Court was inclined not to do a ruling from the bench.

22 The Court was inclined to read through the -- well, I've read  
23 both of them because I already had gotten Counter-Claimants and I  
24 already had Counter-Defendants. So I had an opportunity to read them  
25 late last night.

AA 002958

1                   So at this juncture, rather than ruling from the bench, the  
2 Court's going to find it more appropriate that I do a written order. Does  
3 that meet both parties' needs? It's probably going to be a couple weeks.

4                   MR. HONG: That's fine, Your Honor.

5                   THE COURT: You can appreciate I'm in trial and I'm balancing.  
6 I'm in another trial and then your bench trial. I'm also doing a jury trial, as  
7 you know, this afternoon.

8                   MR. HONG: Okay, that's fine, Your Honor.

9                   THE COURT: So we'll put it on chamber's calendar, a few  
10 being a euphemistic term.

11                  THE CLERK: June 21?

12                  THE COURT: June 21 sounding appropriate, sure. Put it on  
13 June 21. If I can get to it beforehand, I will do so, okay?

14                  MR. HONG: Thank you, Your Honor.

15                  MR. COPPEDGE: Do we need to appear on June 21?

16                  THE COURT: No, no, June 21, my goal is on June 21 goal  
17 aspirational, may have to be continued, is to basically have incorporated  
18 things into a court order with the findings of fact and conclusions of law as  
19 a result of the conclusion of the bench trial.

20                  If I -- if the Court thinks that it needs additional time, then you'll  
21 get a minute order that's saying that the Court's continuing it a week or so.  
22 To chamber's calendar, no appearances necessary. Does that meet the  
23 parties' needs?

24                  MR. HONG: Sure.

25                  MR. COPPEDGE: Yes, Your Honor.

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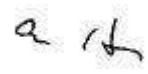
THE COURT: Okay, I do appreciate it. Thank you all for you  
time. At this juncture, the trial is concluded and the Court will issue a  
ruling aspirationally June 21. Thank you so much.

MR. HONG: Thank you, Your Honor.

[Trial Day 2 concluded at 11:03 a.m.]

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ATTEST: I do hereby certify that I have truly and correctly transcribed the  
audio/video proceedings in the above-entitled case to the best of my ability.



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Chris Hwang  
Transcriber