

**IN THE SUPREME COURT OF NEVADA**

NONA TOBIN, AS TRUSTEE OF THE  
GORDON B. HANSEN TRUST,  
DATED 8/22/08,

Appellant,

vs.

JOEL A. STOKES; SANDRA F.  
STOKES, AS TRUSTEE OF THE  
JIMIACK IRREVOCABLE TRUST;  
YUEN K. LEE, AN INDIVIDUAL,  
D/B/A MANAGER; F. BONDURANT,  
LLC; SUN CITY ANTHEM  
COMMUNITY ASSOCIATION, INC.;  
AND NATIONSTAR MORTGAGE,  
LLC,

Respondents.

Electronically Filed  
Jun 24 2020 02:22 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Case No. 79295

**APPEAL**

from the Eighth Judicial District Court, Department XXXI  
The Honorable Joanna S.. Kishner, District Judge  
District Court Case No. A-15-720032-C

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**RESPONDENT'S APPENDIX**

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MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

DONNA M. WITTIG, ESQ.

Nevada Bar No. 11015

AKERMAN LLP

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

Telephone: (702) 634-5000

*Attorneys for Respondent Nationstar Mortgage LLC*

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I	1.	11/30/2018	Motion to Amend Answer, Counterclaim, and Crossclaims	RA 1-34
I	2.	1/10/2019	Minute Entry (Hearing on Motion to Amend Answer, Counterclaim, and Crossclaims)	RA 35-36

DATED June 24, 2020.

### **AKERMAN LLP**

*/s/ Melanie D. Morgan*

MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

DONNA M. WITTIG, ESQ.

Nevada Bar No. 11015

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

*Attorneys for Respondent Nationstar  
Mortgage LLC*

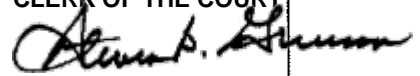
**CERTIFICATE OF SERVICE**

I certify that I electronically filed on June 24, 2020, the foregoing **RESPONDENT'S APPENDIX** with the Clerk of the Court for the Nevada Supreme Court by using the Court's electronic file and serve system. I further certify that all parties of record to this appeal are either registered with the Court's electronic filing system or have consented to electronic service and that electronic service shall be made upon and in accordance with the Court's Master Service List.

I declare that I am employed in the office of a member of the bar of this Court at whose discretion the service was made.

*/s/ Patricia Larsen*  
\_\_\_\_\_

An employee of AKERMAN LLP



1 MICHAEL R. MUSHKIN, ESQ.  
Nevada Bar No. 2421  
2 L. JOE COPPEDGE, ESQ.  
Nevada Bar No. 4954  
3 MUSHKIN CICA COPPEDGE  
4 4495 S. Pecos Road  
Las Vegas, NV 89121  
5 Telephone: 702-386-3999  
6 Facsimile: 702-454-3333  
Joe@mushlaw.com  
7 *Attorneys for Nona Tobin, an individual and*  
8 *as Trustee of the Gordon B. Hansen Trust*

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

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

14 Plaintiffs,  
15 vs.

16 BANK OF AMERICA, N.A.; SUN CITY  
17 ANTHEM COMMUNITY  
18 ASSOCIATION, INC.; DOES I through X  
and ROE BUSINESS ENTITIES I through  
X, inclusive,

19 Defendants.

20 NATIONSTAR MORTGAGE, LLC,

21 Counter-Claimant,  
22 vs.

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

28 Counter-Defendants.

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

**MOTION TO AMEND ANSWER,  
COUNTERCLAIM, AND  
CROSSCLAIMS**

1 NONA TOBIN, an individual, and Trustee of the  
2 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 JIMI JACK IRREVOCABLE  
7 TRUST,

8 Counter-Defendants.

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

11 Cross-Claimant,  
12 vs.

13 SUN CITY ANTHEM COMMUNITY  
14 ASSOCIATION, INC., NATIONSTAR  
15 MORTGAGE, L.L.C.,  
16 DOES 1-10, AND  
17 ROE CORPORATIONS 1-10, inclusive,

18 Counter-Defendants.

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

21 Cross-Claimant,

22 vs.

23 OPPORTUNITY HOMES, LLC, THOMAS  
24 LUCAS, Manager,

25 Counter-Defendant.

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

28 Cross-Claimant,

vs.

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

Counter-Defendant.

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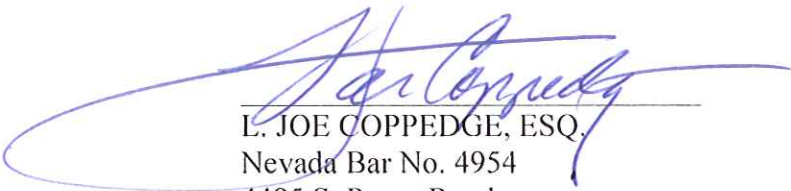
**MOTION TO AMEND ANSWER, COUNTERCLAIM, AND CROSSCLAIMS**

Defendant in Intervention/Counterclaimant/Cross-Claimant, Nona Tobin, as Trustee of the Gordon B. Hansen Trust, by and through her undersigned counsel, hereby respectfully moves this Court pursuant to NRCP 15(a) for an Order granting her Motion to Amend her Counterclaim and Crossclaims, and assert a Third-Party Complaint.

Counter-Claimant/Cross-Claimant’s Motion Amend (hereinafter “Motion”) is made and based on the following Points and Authorities, the pleadings and papers on file herein, and any argument of counsel made at the hearing of this Motion.

Dated this 30 day of November, 2018.

MUSHKIN • CICA • COPPEDGE



L. JOE COPPEDGE, ESQ.  
Nevada Bar No. 4954  
4495 S. Pecos Road  
Las Vegas, NV 89121

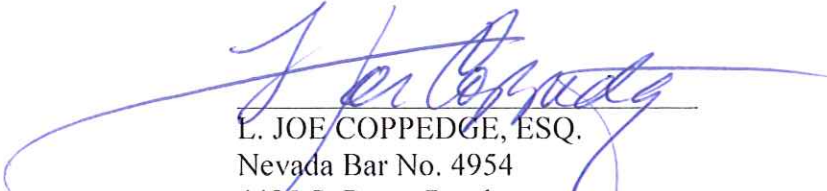
**NOTICE OF MOTION**

TO: ALL INTERESTED PARTIES and their Attorneys.

PLEASE TAKE NOTICE, that the undersigned will bring the above Motion on for hearing before the above-entitled Court, on the 10 day of Jan., 2019, at the hour of 9:00 o’clock a. m. of that day or as soon thereafter as counsel can be heard.

Dated this 30 day of November, 2018.

MUSHKIN • CICA • COPPEDGE



L. JOE COPPEDGE, ESQ.  
Nevada Bar No. 4954  
4495 S. Pecos Road  
Las Vegas, NV 89121



1 after it is served. Otherwise a party may amend the party's  
2 pleading only by leave of court or by written consent of the  
3 adverse party; and leave shall be freely given when justice so  
4 requires. A party shall plead in response to an amended pleading  
5 within the time remaining for response to the original pleading or  
6 within 10 days after service of the amended pleading, whichever  
7 period may be the longer, unless the court otherwise orders.

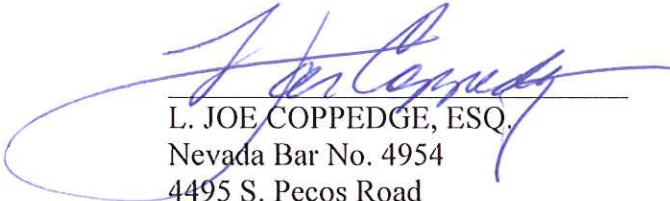
8 As indicated by the express wording of the rule, leave to amend must be freely given.  
9 *Hill v. Summa Corp.*, 90 Nev. 79, 518 P.2d 1094 (1974). Attached hereto as Exhibit 1 is Nona  
10 Tobin's Proposed Amended Answer, Counterclaim, Cross-Claim and Third-Party Complaint,  
11 which clarifies the factual allegations and claims for relief.

12 **III. Conclusion**

13 Wherefore, Defendant in Intervention, Nona Tobin, as Trustee of the Gordon B. Hansen  
14 Trust respectfully requests that she be granted leave to file her Amended Answer, Counterclaim,  
15 Cross-Claim and Third-Party Complaint.

16 Dated this 30 day of November, 2018.

17 MUSHKIN • CICA • COPPEDGE

18   
19 L. JOE COPPEDGE, ESQ.  
20 Nevada Bar No. 4954  
21 4495 S. Pecos Road  
22 Las Vegas, NV 89121



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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **Motion to Amend Answer, Counterclaim, And Crossclaims** was submitted electronically for filing and/or service with the Eighth Judicial District Court on this 30<sup>th</sup> day of November, 2018. 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

# EXHIBIT “1”

1 MICHAEL R. MUSHKIN, ESQ.  
Nevada Bar No. 2421  
2 L. JOE COPPEDGE, ESQ.  
Nevada Bar No. 4954  
3 MUSHKIN CICA COPPEDGE  
4 4495 S. Pecos Road  
Las Vegas, NV 89121  
5 Telephone: 702-386-3999  
Facsimile: 702-454-3333  
6 Michael@mushlaw.com  
7 Joe@mushlaw.com  
8 *Attorneys for Nona Tobin, an individual and  
as Trustee of the Gordon B. Hansen Trust*

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

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

14 Plaintiffs,  
15 vs.

16 BANK OF AMERICA, N.A.; SUN CITY  
17 ANTHEM COMMUNITY ASSOCIATION,  
18 INC.; DOES I through X and ROE  
BUSINESS ENTITIES I through X, inclusive,

19 Defendants.

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

**NONA TOBIN'S, AS TRUSTEE OF  
THE GORDON B. HANSEN TRUST,  
AMENDED ANSWER,  
COUNTECLAIM, CROSS-CLAIM AND  
THIRD-PARTY COMPLAINT**

20 NATIONSTAR MORTGAGE, LLC,

21 Counter-Claimant,  
22 vs.

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

27 Counter-Defendants.  
28

1 NONA TOBIN, an individual, and Trustee of the  
2 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 JIMI JACK IRREVOCABLE  
TRUST,

7 Counter-Defendants.

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

10 Cross-Claimant,

11 vs.

12 SUN CITY ANTHEM COMMUNITY  
13 ASSOCIATION, INC., NATIONSTAR  
14 MORTGAGE, LLC; DOES 1-10, AND ROE  
CORPORATIONS 1-10, inclusive,

Counter-Defendants.

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

17 Cross-Claimant,

18 vs.

19 OPPORTUNITY HOMES, LLC, THOMAS  
20 LUCAS, Manager,

21 Counter-Defendant.

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

24 Cross-Claimant,

25 vs.

26 YUEN K. LEE, an Individual, d/b/a Manager, F.  
27 BONDURANT, LLC,

28 Counter-Defendant.

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

3 Third-Party Plaintiff,

4 vs.

5 RED ROCK FINANCIAL SERVICES, LLC, a  
6 Nevada limited liability company

7 Third-Party Defendant.

8 **NONA TOBIN’S, AS TRUSTEE OF THE GORDON B. HANSEN TRUST,**  
9 **AMENDED ANSWER, COUNTECLAIM, CROSS-CLAIM**  
10 **AND THIRD-PARTY COMPLAINT**

11 Defendant-in-Intervention/Counterclaimant/Cross-Claimant/Third-Party Plaintiff, Nona  
12 Tobin, as Trustee of the Gordon B. Hansen Trust (“Tobin”), by and through her attorneys,  
13 Mushkin Cica Coppedge submits this Amended Answer to the Complaint filed by Plaintiffs, Joel  
14 A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust as follows:

15 1. Tobin admits the allegations contained in paragraphs 3, and 8 of Plaintiffs’  
16 complaint.

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

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

22 **AFFIRMATIVE DEFENSES**

23 **FIRST AFFIRMATIVE DEFENSE**

24 **(Failure to Mitigate Damages)**

25 Plaintiff’s claims are barred in whole or in part because of the Plaintiffs' failure to take  
26 reasonable steps to mitigate the damage in this case.

27 **SECOND AFFIRMATIVE DEFENSE**

28 **(Priority)**

Plaintiffs’ sole recorded claim to the property, a Quit Claim Deed rife with notarial

1 violations that is contradicted by the Sun City record of ownership, is insufficient to give  
2 Plaintiff's claims to title priority over Counterclaimant's Grant, Sale, Bargain Deed.

3 **THIRD AFFIRMATIVE DEFENSE**

4 **(Assumption of Risk)**

5 Plaintiffs, at all material times, calculated, knew and understood the risks inherent in the  
6 situations, actions, omissions, and transactions upon which they now base their various claims for  
7 relief, and with such knowledge, Plaintiffs undertook and thereby assumed such risks and is  
8 consequently barred from all recovery by such assumption of risk.

9 **FOURTH AFFIRMATIVE DEFENSE**

10 **(Commercial Reasonableness)**

11 Per *Shadow Wood Court*, (*Shadow Wood Homeowners Association Inc. v. NY Com. Bank*  
12 132 Nev. Adv Op 5 at 15 (2016), this Court must invalidate the HOA Sale as the sale price was  
13 less than 20% of Fair Market Value, and the sale involved unfairness, oppression, including  
14 conducting a surprise sale after the Notice of Sale was cancelled and all parties with a known  
15 interest being excluded from an opportunity to bid.

16 **FIFTH AFFIRMATIVE DEFENSE**

17 **(Equitable Doctrines and NRS 116.1113 Obligation of good faith)**

18 Plaintiffs' claims are barred by the equitable doctrines of unclean hands and failure to act  
19 in good faith.

20 **SIXTH AFFIRMATIVE DEFENSE**

21 **(Fraudulent Concealment)**

22 Plaintiff's manner, timing, and financing being granted title and possession property,  
23 contributed to the elements that made the sale voidable in that the Property was not purchased by  
24 a bona fide purchaser for value, and that none of the alleged subsequent purchasers, if any, were  
25 innocent third parties whose interests are worthy of any protection by voiding the sale.

26 **SEVENTH AFFIRMATIVE DEFENSE**

27 **(Waiver and Estoppel)**

28 By Plaintiff's acts and omissions, Plaintiffs have waived their rights and are estopped from

1 asserting their claims against Defendant.

2 **EIGHTH AFFIRMATIVE DEFENSE**

3 **(Violations of Due Process Guaranteed by Statute)**

4 Counter-claimant cannot be deprived of her property without first being provided the  
5 minimum due process protection guaranteed to homeowners prior to being sanctioned for an  
6 alleged violation of SCA governing documents pursuant to statutes NRS 116.3102(3)(4); NRS  
7 116.3103; NRS 116.31031; NRS 116.31085(4)(4a)(4b)(5)(6f); NRS 116A.640(8); and NRS  
8 116.31162 through NRS 116.31168.

9 **NINTH AFFIRMATIVE DEFENSE**

10 **(Failure to Provide Due Process Guaranteed by SCA Governing Documents)**

11 Counter-claimant cannot be deprived of her property as she was not provided the  
12 minimum due process protection guaranteed to homeowners prior to being sanctioned for an  
13 alleged violation of SCA governing documents pursuant to SCA CC&Rs 7.4, and SCA bylaws  
14 3.26, and SCA 11/17/11 Policy Governing Process for Enforcement of the Governing Documents,  
15 and SCA Board Resolution on Delinquent Assessments, effective October 1, 2013.

16 **TENTH AFFIRMATIVE DEFENSE**

17 **(Additional Affirmative Defenses)**

18 Defendant hereby incorporate by reference those affirmative defenses enumerated in Rule  
19 8 of the Nevada Rules of Civil Procedure as though fully set forth herein. In the event further  
20 investigation or discovery reveals the applicability of any such defenses, Defendant reserves the  
21 right to seek leave of court to amend this answer to specifically assert the same. Such defenses  
22 are herein incorporated by reference for the specific purpose of not waiving same.

23 **PRAYER**

24 WHEREFORE, Counterclaimant prays for judgment as follows:

- 25 1. That the Court make the judicial determination that the foreclosure sale was void  
26 due to non-compliance with the statutes;
- 27 2. That the Court make the judicial determination that Tobin's claim to title is  
28 superior to Jimijack's as the sale was conducted in a manner which denied Tobin the due process

1 required before an owner can be sanctioned for a violation of the governing documents.

2 3. That the Court make the judicial determination that the sale was commercially  
3 unreasonable.

4 4. That Plaintiffs recover nothing on account of the claims made in the Complaint  
5 and each of its purported claims;

6 5. For reasonable attorney fees and costs.

7 6. For such other and further relief as the Court may deem just and proper in this  
8 case.

9 Dated this \_\_\_ day of \_\_\_\_\_, 2018.

10 MUSHKIN • CICA • COPPEDGE

11  
12 \_\_\_\_\_  
13 L. JOE COPPEDGE, ESQ.  
14 Nevada Bar No. 4954  
15 4495 S. Pecos Road  
16 Las Vegas, NV 89121

17  
18 *Attorneys for Nona Tobin, an individual and  
19 as Trustee of the Gordon B. Hansen Trust*

20 **COUNTERCLAIM**

21 Defendant-in-Intervention/Counterclaimant/Cross-Claimant/Third-Party Plaintiff Nona  
22 Tobin, as Trustee of the Gordon B. Hansen Trust (“Counterclaimant” or “Tobin”), by and through  
23 her attorneys Mushkin Cica Coppedge, submits her Amended Counterclaim against Joel A.  
24 Stokes and Sandra F. Stokes, as Trustees for the Jimijack Irrevocable Trust as follows:

25 **INTRODUCTION**

26 1. This action is for quiet title, declaratory relief and unjust enrichment involving a  
27 deficient HOA lien foreclosure sale. The HOA sale is void or voidable due to the failure to comply  
28 with the statutory requirements of a valid sale and the denial of due process guaranteed to Tobin.

**JURISDICTION, VENUE**

2. The real property which is the subject of this civil action is a residence commonly



1 known as the 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, (the  
2 “Property”).

3 3. This action is within the jurisdictional limits of this Court and venue is appropriate  
4 because the Property is located within the jurisdiction of this Court.

5 4. Tobin is authorized to bring this action in the State of Nevada pursuant to NRS  
6 40.010 against parties who claim an adverse interest in the Property.

7 5. This Court has authority to make declaratory judgments pursuant to NRS 30.010.

8 **PARTIES**

9 6. Upon Information and belief, Joel A. Stokes and Sandra F. Stokes, as Trustees for  
10 the Jimijack Irrevocable Trust (“Plaintiff” or Jimijack”). Jimijack is an unknown entity, operating  
11 in Nevada as an unlicensed business to acquire title to HOA foreclosed properties. Jimijack  
12 currently holds title to the Property.

13 7. Nona Tobin is the Trustee of the Gordon B. Hansen Trust dated August 22, 2008,  
14 (“Tobin”), which previously held title to the Property.

15 8. Nationstar Mortgage, LLC (“Nationstar”) is an entity of unknown origin that is  
16 purportedly the assigned beneficiary under the Deed of Trust signed by Gordon B. Hansen.  
17 Nationstar may claim some interest in the Property.

18 9. Sun City Anthem Community Association (“Sun City” or the “HOA”) is a Nevada  
19 non-profit corporation licensed to do business in the State of Nevada. Sun City may claim some  
20 interest in the Property.

21 10. Red Rock Financial Services, LLC (“RRFS” or the “HOA’s Agent”) is a Nevada  
22 limited liability company, and at all relevant times was doing business in Nevada as the HOA’s  
23 agent.

24 11. Upon information and belief, Doe Defendants 1 through 10 are individuals  
25 unknown to Tobin who, therefore, sue said Defendants by fictitious names who may claim some  
26 interest in the Property. Tobin will seek leave of Court to amend this Complaint to reflect the true  
27 names and identities of the Doe Defendants when known.

28 12. Upon information and belief, Roe Defendants 11 through 20 are entities unknown

1 to Tobin who therefore, sues said Defendants by fictitious names who may claim some interest  
2 in the Property. Plaintiff will amend this Complaint to reflect the true names and identities of the  
3 Roe Defendants when known.

#### 4 STATEMENT OF FACTS

5 1. On or about July 31, 2003, Gordon B. Hansen, together with his then wife Marilyn,  
6 purchased the property located at 2763 White Sage Drive, Henderson, Nevada 89052, APN 191-  
7 13-811-052 (the "Property").

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

10 3. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed,  
11 and Nona Tobin was identified as a successor trustee.

12 4. On August 27, 2008, title to the property was transferred to the Gordon B. Hansen  
13 Trust.

14 5. Gordon B. Hansen died on January 14, 2012, and Tobin became the sole trustee  
15 of the Trust.

16 6. On August 17, 2012, Tobin delivered two (2) checks, check no. 142 and check no.  
17 143, to the Sun City Anthem Community Association (the "HOA") at 2459 Hampton Road,  
18 Henderson NV 89052, each in the amount of \$300.00.

19 7. Check no. 142 was payment for the HOA quarterly dues for Tobin's personal  
20 residence located at 2664 Olivia Heights Avenue, Henderson, Nevada 89052 for the quarter  
21 commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in the amount  
22 of \$25.00. Check No. 142 cleared the bank on August 23, 2012.

23 8. Check no. 143 was payment for the HOA quarterly dues for the Property for the  
24 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in the  
25 amount of \$25.00. Although delivered on August 17, 2012, check no. 143 did not clear the bank  
26 until October 23, 2012.

27 9. Check No. 143 in the amount of \$300.00 was incorrectly credited by the HOA's  
28 debt collector, Red Rock Financial Services ("RRFS") to the account for the Property on or about

1 October 18, 2012 as shown by the RRFS ledger sent on November 5, 2012 to the Property (but  
2 not the owner's address of record).

3 10. The Resident Transaction Report shows that the \$300 from check no. 143 was  
4 credited as "Collection Payment Part(ial)" rather than as \$275 plus \$25 late fee for the July 2012  
5 quarter, which would have brought the account current with a zero balance instead of the \$495.15  
6 RRFS claimed was still owing. NAC116A.345(7) prohibits an HOA agent from applying  
7 assessment payments first to fees.

8 11. On or about September 13, 2012, the RRFS ledger shows charges of \$150.00 for  
9 "Management Company Collection Cost", and \$125.00 plus mailing fees for an "Intent to Lien  
10 Letter" on the Property's account with the HOA, unauthorized as the account was referred to  
11 collection before there was a default. The error of adding and compounding collection fees which  
12 were not owing was never corrected by the HOA.

13 12. On or about December 14, 2012, the HOA caused a Notice of Delinquent  
14 Assessments (the "Lien") to be recorded against the Property which claimed the amount of  
15 \$925.76 was delinquent and owed as of December 5, 2012 when at that time, only \$275.00 was  
16 due and owing for the period commencing October 1, 2012. The Lien included erroneous charges  
17 and did not credit assessments paid when the amount was below the minimum past due amount  
18 when collection can begin.

19 13. As of December 14, 2012, the maximum amount of the delinquency for the  
20 Property's HOA account was \$300.00, consisting of then-current quarterly dues in the amount of  
21 \$275.00, together with late fees in the amount of \$25.00.

22 14. On or about March 12, 2013, a Notice of Default and Election to Sale (the "First  
23 Notice of Default") was issued and served by RRFS.

24 15. The First Notice of Default was rescinded on or about April 3, 2013.

25 16. On or about April 8, 2013, a second Notice of Default and Election to Sale (the  
26 "Second Notice of Default") was issued and served by RRFS. This notice incorrectly states that  
27 no payments of any kind have been made since July 1, 2012, contradicting RRFS' own October  
28 18, 2012 ledger entry which credits Check No. 143 in the amount of \$300.00, albeit to fees instead

1 of first to assessments.

2 17. On or about April 30, 2013, RRFS responded to a payoff demand from “Miles  
3 Bauer”, agents for Bank of America (BANA), and claimed that \$2,876.95 was due and payable  
4 as of April 30, 2013.

5 18. On or about February 12, 2014, a Notice of Foreclosure Sale (“Notice of Sale”)  
6 was issued and served by RRFS, which claimed \$5,081.45 was due and owing, and scheduled the  
7 sale for March 7, 2014.

8 19. On March 28, 2014, RRFS sent an Accounting ledger to Chicago Title in response  
9 to a payoff demand related to a contingent sale to Red Rock Region Investments LLC in which  
10 the amount before fees claimed as due and owing on February 11, 2014 was \$4,240.10, and that  
11 the amount due on March 28, 2014 was \$4,687.64. The Notice of Sale claims that \$5,081.45 was  
12 due as of February 11, 2014 but no ledger went to the owner with the Notice of Sale recorded on  
13 February 12, 2014.

14 20. On or about February 20, 2014, Tobin signed a listing agreement with Craig Leidy  
15 and gave him authority to handle all notices and contact with the HOA’s agents, RRFS, and  
16 Nationstar, the new loan servicer as of December 1, 2013.

17 21. The Notice of Sale incorrectly referenced the First Notice of Default, which had  
18 been cancelled.

19 22. The Notice of Sale was sent to the Ombudsman on February 13, 2014 as required  
20 by NRS 116.311635(2)(b)(3). However, on May 15, 2014, RRFS notified the Ombudsman that  
21 the Notice of Sale was cancelled, the Trustee sale was cancelled, and the Owner was retained.

22 23. The Property was sold on August 15, 2014 although no valid notice of sale was in  
23 effect as the Notice of Sale was cancelled on or about May 15, 2014.

24 24. The August 22, 2014 Foreclosure Deed, the recording of which was requested by  
25 Opportunity Homes, LLC claims the Property was sold for \$63,100 based upon the First Notice  
26 of Default, dated March 12, 2013, which was rescinded on April 3, 2013.

27 25. The August 22, 2014 Foreclosure Deed contains the false recitals that 1) default  
28 had occurred as described in the rescinded Notice of Default and Election to Sell; 2) there had

1 been no payments made after July 1, 2012; 3) that as of February 11, 2014, \$5,081.45 was due  
2 and owing and that 4) RRFS “complied with all the requirements of law”.

3 26. NRS 116.31164(3)(b) (2013) requires that “the person conducting the  
4 sale...deliver a copy of the deed to the Ombudsman within 30 days after the deed is delivered to  
5 the purchaser...”, but no foreclosure deed has ever been delivered to the Ombudsman.

6 27. NRS 116.31164 (3)(c) 1-5 requires the order in which the proceeds of the sale are  
7 to be paid out. However, no distribution was made to any claimant out of the reported \$63,100  
8 collected for the sale except for the \$2,701.04 that paid the HOA in full.

9 **FIRST CAUSE OF ACTION:**

10 **(Quiet Title/Declaratory Relief against Counterdefendants)**

11 13. Tobin repeats and realleges all previous paragraphs as if fully set forth herein.

12 14. Pursuant to NRS 30.010 and NRS 40.010, this Court has the power to declare the  
13 parties’ right and interests with respect to the Property.

14 15. Among other things, the HOA and its agents failed to provide proper notices as  
15 required by the Nevada Statutes Chapter 116 and the CC&R’s to ensure that due process  
16 requirements were satisfied, and therefore, the HOA Sale is void and should be set aside and/or  
17 rescinded.

18 16. Specifically, the HOA, acting through its agents, did not comply with the statutory  
19 notice requirements delineated in NRS 116.311635 as no second Notice of Sale was issued after  
20 the February 12, 2014 Notice of Sale was cancelled.

21 17. The only Notice of Sale that was posted and published weekly for three weeks,  
22 with certified notice provided to the owner and to the Ombudsman to monitor compliance with  
23 the statutes, was cancelled on April 15, 2014 and never replaced.

24 18. Thus, there was no second set of the three required public notices before the sale  
25 of the subject property was allegedly conducted on August 15, 2014.

26 19. Further, the initial notice was not sent to the owner’s address of record, but only  
27 to the Property, after the HOA and its agent was notified that the owner of the Property had died.

28 20. Erroneous and unauthorized fees were charged and improperly accounted for and

1 never corrected in violation of NRS 116A.640(8).

2 21. NRS 116.31164(3)(b) (2013) was violated as no copy of the foreclosure deed was  
3 ever delivered to the Ombudsman.

4 22. NRS 116.31164(3)(c) was violated because RRFS did not distribute the proceeds  
5 as required by this statute, kept \$60,000 of the sale proceeds.

6 23. The HOA Agents did not conform to the procedures for conducting the sale as  
7 defined in NRS 116.31164 (2013), including improper notice when the sale was postponed,  
8 failing to deliver the deed to the Ombudsman, and failing to distribute the proceeds of the sale as  
9 defined in the statute.

10 24. Therefore, the recitals in the foreclosure deed were false, and the sale was not  
11 conducted in a commercially reasonable manner, in good faith and in compliance with the  
12 statutes.

13 25. Moreover, the sales price at the HOA Sale is not commercially reasonable when  
14 compared to the fair market value of the Property.

15 26. As a result, actual controversies have arisen and now exist between the parties  
16 regarding title to the Property.

17 27. Tobin is entitled to a declaration of the rights and obligations of the parties and  
18 specifically seeks a judgment declaring that the HOA Sale is null and void and that title to the  
19 Property should be vested in Tobin.

20 28. Tobin is further entitled to a declaration of the rights and obligations of the parties  
21 and specifically seeks a judgment declaring that title to the Property should be vested in her as  
22 the sale was not commercially reasonable.

23 29. Tobin has been required to retain counsel to prosecute this action and is entitled to  
24 recover her reasonable attorney's fees and costs.

25 **SECOND CAUSE OF ACTION**

26 **(Unjust Enrichment against Counterdefendants)**

27 30. Tobin restates and realleges all previous paragraphs as if fully set forth herein.

28 31. Tobin has been deprived of the benefit and use of the Property by

1 Counterclaimants.

2 32. Counterclaimants have benefitted by the unlawful HOA Sale.

3 33. Counterclaims have been unjustly enriched by the HOA Sale and usage of the  
4 Property, including but not limited to the receipt of rent payments in an unknown amount.

5 34. As a direct and proximate result of the wrongful conduct of Jimijack's unjust  
6 enrichment, Tobin has suffered damages in an amount in excess of \$15,000.00.

7 35. Tobin has been required to retain counsel to prosecute this action and is entitled to  
8 recover her reasonable attorney's fees and costs.

9 **PRAYER**

10 Wherefore, Tobin prays for judgment against Counterdefendants as follows:

11 1. For a judgment declaring that the HOA Sale is null and void and that title to the  
12 Property should be vested in Tobin;

13 2. For general and special damages in an amount in excess of \$15,000;

14 3. For attorney's fees and cost of suit incurred herein; and

15 4. For any and all other relief which is just and proper.

16 Dated this \_\_\_ day of \_\_\_\_\_, 2018.

17 MUSHKIN • CICA • COPPEDGE

18  
19 \_\_\_\_\_  
20 L. JOE COPPEDGE, ESQ.  
21 Nevada Bar No. 4954  
22 4495 S. Pecos Road  
23 Las Vegas, NV 89121

24  
25 *Attorneys for Nona Tobin, as Trustee of the  
26 Gordon B. Hansen Trust*

27 **CROSSCLAIM**

28 Defendant-in-Intervention/Counterclaimant/Cross-Claimant/Third-Party Plaintiff Nona  
Tobin, as Trustee of the Gordon B. Hansen Trust ("Counterclaimant" or "Tobin"), by and through  
her attorneys Mushkin Cica Coppedge, submits her amended Crossclaim against Nationstar

1 Mortgage, LLC and Sun City Anthem Community Association as follows:

2 **INTRODUCTION**

3 1. This action is for quiet title, declaratory relief and unjust enrichment involving a  
4 deficient HOA lien foreclosure sale. The HOA sale is void or voidable due to the failure to comply  
5 with the statutory requirements of a valid sale and the denial of due process guaranteed to Tobin.

6 **JURISDICTION, VENUE**

7 2. The real property which is the subject of this civil action is a residence commonly  
8 known as the 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, (the  
9 “Property”).

10 3. This action is within the jurisdictional limits of this Court and venue is appropriate  
11 because the Property is located within the jurisdiction of this Court.

12 4. Tobin is authorized to bring this action in the State of Nevada pursuant to NRS  
13 40.010 against parties who claim an adverse interest in the Property.

14 5. This Court has authority to make declaratory judgments pursuant to NRS 30.010.

15 **PARTIES**

16 6. Upon Information and belief, Joel A. Stokes and Sandra F. Stokes, as Trustees for  
17 the Jimijack Irrevocable Trust (“Plaintiff” or “Jimijack”). Jimijack is an unknown entity,  
18 operating in Nevada as an unlicensed business to acquire title to HOA-foreclosed properties.  
19 Jimijack currently holds title to the Property.

20 7. Nona Tobin is the Trustee of the Gordon B. Hansen Trust dated August 22, 2008,  
21 (“Tobin”), which previously held title to the Property.

22 8. Nationstar Mortgage, LLC (“Nationstar”) is an entity of unknown origin that is  
23 purportedly the assigned beneficiary under the Deed of Trust signed by Gordon B. Hansen.  
24 Nationstar may claim some interest in the Property.

25 9. Sun City Anthem Community Association (“Sun City” or the “HOA”) is a Nevada  
26 non-profit corporation licensed to do business in the State of Nevada. Sun City may claim some  
27 interest in the Property.

28 10. Red Rock Financial Services, LLC (“RRFS” or the “HOA’s Agent”) is a Nevada



1 limited liability company, and at all relevant times was doing business in Nevada as the HOA's  
2 agent.

3 11. Upon information and belief, Doe Defendants 1 through 10 are individuals  
4 unknown to Tobin who, therefore, sue said Defendants by fictitious names who may claim some  
5 interest in the Property. Tobin will seek leave of Court to amend this Complaint to reflect the true  
6 names and identities of the Doe Defendants when known.

7 12. Upon information and belief, Roe Defendants 11 through 20 are entities unknown  
8 to Tobin who therefore, sues said Defendants by fictitious names who may claim some interest  
9 in the Property. Plaintiff will amend this Complaint to reflect the true names and identities of the  
10 Roe Defendants when known.

### 11 **STATEMENT OF FACTS**

12 13. On or about July 31, 2003, Gordon B. Hansen, together with his then wife Marilyn,  
13 purchased the property located at 2763 White Sage Drive, Henderson, Nevada 89052, APN 191-  
14 13-811-052 (the "Property").

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

17 15. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed,  
18 and Nona Tobin was identified as a successor trustee.

19 16. On August 27, 2008, title to the property was transferred to the Gordon B. Hansen  
20 Trust.

21 17. Gordon B. Hansen died on January 14, 2012, and Nona Tobin became the sole  
22 trustee of the Trust.

23 18. On August 17, 2012, Tobin delivered two (2) checks, check no. 142 and check no.  
24 143, to the Sun City Anthem Community Association (the "HOA") at 2459 Hampton Road,  
25 Henderson NV 89052, each in the amount of \$300.00.

26 19. Check no. 142 was payment for the HOA quarterly dues for Tobin's personal  
27 residence located at 2664 Olivia Heights Avenue, Henderson, Nevada 89052 for the quarter  
28 commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in the amount

1 of \$25.00. Check No. 142 cleared the bank on August 23, 2012.

2 20. Check no. 143 was payment for the HOA quarterly dues for the Property for the  
3 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in the  
4 amount of \$25.00. Although delivered on August 17, 2012, check no. 143 did not clear the bank  
5 until October 23, 2012.

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

10 22. The Resident Transaction Report shows that the \$300 from check no. 143 was  
11 credited as "Collection Payment Part(ial)" rather than as \$275 plus \$25 late fee for the July 2012  
12 quarter, which would have brought the account current with a zero balance instead of the \$495.15  
13 RRFS claimed was still owing. NAC116A.345(7) prohibits an HOA agent from applying  
14 assessment payments first to fees.

15 23. On or about September 13, 2012, the RRFS ledger shows charges of \$150.00 for  
16 "Management Company Collection Cost", and \$125.00 plus mailing fees for an "Intent to Lien  
17 Letter" on the Property's account with the HOA, unauthorized as the account was referred to  
18 collection before there was a default. The error of adding and compounding collection fees which  
19 were not owing was never corrected by the HOA.

20 24. On or about December 14, 2012, the HOA caused a Notice of Delinquent  
21 Assessments (the "Lien") to be recorded against the Property which claimed the amount of  
22 \$925.76 was delinquent and owed as of December 5, 2012 when at that time, only \$275.00 was  
23 due and owing for the period commencing October 1, 2012. The Lien included erroneous charges  
24 and did not credit assessments paid when the amount was below the minimum past due amount  
25 when collection can begin.

26 25. As of December 14, 2012, the maximum amount of the delinquency for the  
27 Property's HOA account was \$300.00, consisting of then-current quarterly dues in the amount of  
28 \$275.00, together with late fees in the amount of \$25.00.

1           26.     On or about March 12, 2013, a Notice of Default and Election to Sale (the “First  
2 Notice of Default”) was issued and served by RRFS.

3           27.     The First Notice of Default was rescinded on or about April 3, 2013.

4           28.     On or about April 8, 2013, a second Notice of Default and Election to Sale (the  
5 “Second Notice of Default”) was issued and served by RRFS. This notice incorrectly states that  
6 no payments of any kind have been made since July 1, 2012, contradicting RRFS’ own October  
7 18, 2012 ledger entry which credits Check No. 143 in the amount of \$300.00, albeit to fees instead  
8 of first to assessments.

9           29.     On or about April 30, 2013, RRFS responded to a payoff demand from “Miles  
10 Bauer”, agents for Bank of America (BANA), and claimed that \$2,876.95 was due and payable  
11 as of April 30, 2013.

12          30.     On or about February 12, 2014, a Notice of Foreclosure Sale (“Notice of Sale”) was issued and served by RRFS, which claimed \$5,081.45 was due and owing, and scheduled the sale for March 7, 2014.

15          31.     On March 28, 2014, RRFS sent an Accounting ledger to Chicago Title in response  
16 to a payoff demand related to a contingent sale to Red Rock Region Investments LLC in which  
17 the amount before fees claimed as due and owing on February 11, 2014 was \$4,240.10, and that  
18 the amount due on March 28, 2014 was \$4,687.64. Note that the Notice of Sale claims that  
19 \$5,081.45 was due as of 2/11/14 but no ledger went to the owner with the Notice of Sale recorded  
20 on 2/12/14.

21          32.     On or about February 20, 2014, Tobin signed a listing agreement with Craig Leidy  
22 and gave him authority to handle all notices and contact with the HOA’s agents, RRFS, and  
23 Nationstar Mortgage, the new loan servicer as of December 1, 2013.

24          33.     The Notice of Sale incorrectly referenced the First Notice of Default, which had  
25 been cancelled.

26          34.     The Notice of Sale was sent to the Ombudsman on February 13, 2014 as required  
27 by NRS 116.311635(2)(b)(3). However, on May 15, 2014, RRFS notified the Ombudsman that  
28 the Notice of Sale was cancelled, the Trustee sale was cancelled, and the Owner was retained.



1 the statutes, was cancelled on April 15, 2014 and never replaced.

2 45. Thus, there was no second set of the three required public notices before the sale  
3 of the subject property was allegedly conducted on August 15, 2014.

4 46. Further, the initial notice was not sent to the owner's address of record, but only  
5 to the Property, after the HOA and its agent was notified that the owner of the Property had died.

6 47. Erroneous and unauthorized fees were charged and improperly accounted for and  
7 never corrected in violation of NRS 116A.640(8).

8 48. NRS 116.31164(3)(b) (2013) was violated as no copy of the foreclosure deed was  
9 never delivered to the Ombudsman.

10 49. NRS 116.31164(3)(c) was violated because RRFS did not distribute the proceeds  
11 as required by this statute, kept \$60,000 of the sale proceeds,

12 50. The HOA Agents did not conform to the procedures for conducting the sale as  
13 defined in NRS 116.31164 (2013), including improper notice when the sale was postponed,  
14 failing to deliver the deed to the Ombudsman, and failing to distribute the proceeds of the sale as  
15 defined in the statute.

16 51. The recitals in the foreclosure deed were false, and the sale was not conducted in  
17 a commercially reasonable manner, in good faith and in compliance with the statutes.

18 52. The sales price at the HOA Sale is not commercially reasonable when compared  
19 to the fair market value of the Property.

20 53. As a result, actual controversies have arisen and now exist between the parties  
21 regarding title to the Property.

22 54. Pursuant to NRS 30.010 and NRS 40.010, this Court has the power to declare the  
23 parties' right and interests with respect to the Property.

24 55. Cross-claimants may claim some right, title or interest in the Property.

25 56. Cross-claimants claims with respect to the Property, if any, are inferior to those of  
26 Tobin.

27 57. Tobin is entitled to a declaration of the rights and obligations of the parties and  
28 specifically seeks a judgment declaring that the HOA Sale is null and void and that title to the

1 Property should be vested in Tobin, and that her interest and rights in the Property are superior to  
2 all other parties.

3 58. Tobin is further entitled to a declaration of the rights and obligations of the parties  
4 and specifically seeks a judgment declaring that title to the Property should be vested in her as  
5 the sale was not commercially reasonable.

6 59. Tobin has been required to retain counsel to prosecute this action and is entitled to  
7 recover her reasonable attorney's fees and costs.

8 **PRAYER**

9 Wherefore, Tobin prays for judgment against Cross-defendants as follows:

10 1. For a judgment declaring that the HOA Sale is null and void and that title to the  
11 Property should be vested in Tobin;

12 2. For a judgment declaring Tobin's interest and rights in the Property are superior  
13 to all other parties.

14 3. For attorney's fees and cost of suit incurred herein; and

15 4. For any and all other relief which is just and proper.

16 Dated this \_\_\_ day of \_\_\_\_\_, 2018.

17 MUSHKIN • CICA • COPPEDGE

18  
19 \_\_\_\_\_  
20 L. JOE COPPEDGE, ESQ.  
21 Nevada Bar No. 4954  
22 4495 S. Pecos Road  
23 Las Vegas, NV 89121

24 *Attorneys for Nona Tobin, as Trustee of the  
25 Gordon B. Hansen Trust*

26 **THIRD-PARTY COMPLAINT**

27 Defendant-in-Intervention/Counterclaimant/Cross-Claimant/Third-Party Plaintiff Nona  
28 Tobin, as Trustee of the Gordon B. Hansen Trust ("Counterclaimant" or "Tobin"), by and through  
her attorneys Mushkin Cica Coppedge, submits her amended Third-Party Complaint against Red

1 Rock Financial Service, LLC as follows:

2 **INTRODUCTION**

3 1. This action is for quiet title, declaratory relief and unjust enrichment involving a  
4 deficient HOA lien foreclosure sale. The HOA sale is void or voidable due to the failure to comply  
5 with the statutory requirements of a valid sale and the denial of due process guaranteed to Tobin.

6 **JURISDICTION, VENUE**

7 2. The real property which is the subject of this civil action is a residence commonly  
8 known as the 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, (the  
9 “Property”).

10 3. This action is within the jurisdictional limits of this Court and venue is appropriate  
11 because the Property is located within the jurisdiction of this Court.

12 4. Tobin is authorized to bring this action in the State of Nevada pursuant to NRS  
13 40.010 against parties who claim an adverse interest in the Property.

14 5. This Court has authority to make declaratory judgments pursuant to NRS 30.010.

15 **PARTIES**

16 6. Upon Information and belief, Joel A. Stokes and Sandra F. Stokes, as Trustees for  
17 the Jimijack Irrevocable Trust (“Plaintiff” or Jimijack”). Jimijack is an unknown entity, operating  
18 in Nevada as an unlicensed business to acquire title to HOA-foreclosed properties. Jimijack  
19 currently holds title to the Property.

20 7. Nona Tobin is the Trustee of the Gordon B. Hansen Trust dated August 22, 2008,  
21 (“Tobin”), which previously held title to the Property.

22 8. Nationstar Mortgage, LLC (“Nationstar”) is an entity of unknown origin that is  
23 purportedly the assigned beneficiary under the Deed of Trust signed by Gordon B. Hansen.  
24 Nationstar may claim some interest in the Property.

25 9. Sun City Anthem Community Association (“Sun City” or the “HOA”) is a Nevada  
26 non-profit corporation licensed to do business in the State of Nevada. Sun City may claim some  
27 interest in the Property.

28 10. Red Rock Financial Services, LLC (“RRFS” or the “HOA’s Agent”) is a Nevada

1 limited liability company, and at all relevant times was doing business in Nevada as the HOA's  
2 agent.

3 11. Upon information and belief, Doe Defendants 1 through 10 are individuals  
4 unknown to Tobin who, therefore, sue said Defendants by fictitious names who may claim some  
5 interest in the Property. Tobin will seek leave of Court to amend this Complaint to reflect the true  
6 names and identities of the Doe Defendants when known.

7 12. Upon information and belief, Roe Defendants 11 through 20 are entities unknown  
8 to Tobin who therefore, sues said Defendants by fictitious names who may claim some interest  
9 in the Property. Plaintiff will amend this Complaint to reflect the true names and identities of the  
10 Roe Defendants when known.

### 11 **STATEMENT OF FACTS**

12 13. On or about July 31, 2003, Gordon B. Hansen, together with his then wife Marilyn,  
13 purchased the property located at 2763 White Sage Drive, Henderson, Nevada 89052, APN 191-  
14 13-811-052 (the "Property").

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

17 15. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed,  
18 and Nona Tobin was identified as a successor trustee.

19 16. On August 27, 2008, title to the property was transferred to the Gordon B. Hansen  
20 Trust.

21 17. Gordon B. Hansen died on January 14, 2012, and Nona Tobin became the sole  
22 trustee of the Trust.

23 18. On August 17, 2012, Tobin delivered two (2) checks, check no. 142 and check no.  
24 143, to the Sun City Anthem Community Association (the "HOA") at 2459 Hampton Road,  
25 Henderson NV 89052, each in the amount of \$300.00.

26 19. Check no. 142 was payment for the HOA quarterly dues for Tobin's personal  
27 residence located at 2664 Olivia Heights Avenue, Henderson, Nevada 89052 for the quarter  
28 commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in the amount



1 of \$25.00. Check No. 142 cleared the bank on August 23, 2012.

2 20. Check no. 143 was payment for the HOA quarterly dues for the Property for the  
3 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in the  
4 amount of \$25.00. Although delivered on August 17, 2012, check no. 143 did not clear the bank  
5 until October 23, 2012.

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

10 22. The Resident Transaction Report shows that the \$300 from check no. 143 was  
11 credited as "Collection Payment Part(ial)" rather than as \$275 plus \$25 late fee for the July 2012  
12 quarter, which would have brought the account current with a zero balance instead of the \$495.15  
13 RRFS claimed was still owing. NAC116A.345(7) prohibits an HOA agent from applying  
14 assessment payments first to fees.

15 23. On or about September 13, 2012, the RRFS ledger shows charges of \$150.00 for  
16 "Management Company Collection Cost", and \$125.00 + mailing fees for an "Intent to Lien  
17 Letter" on the Property's account with the HOA, unauthorized as the account was referred to  
18 collection before there was a default. The error of adding and compounding collection fees which  
19 were not owing was never corrected by the HOA.

20 24. On or about December 14, 2012, the HOA caused a Notice of Delinquent  
21 Assessments (the "Lien") to be recorded against the Property which claimed the amount of  
22 \$925.76 was delinquent and owed as of December 5, 2012 when at that time, only \$275.00 was  
23 due and owing for the period commencing October 1, 2012. The Lien included erroneous charges  
24 and did not credit assessments paid when the amount was below the minimum past due amount  
25 when collection can begin.

26 25. As of December 14, 2012, the maximum amount of the delinquency for the  
27 Property's HOA account was \$300.00, consisting of then-current quarterly dues in the amount of  
28 \$275.00, together with late fees in the amount of \$25.00.

1           26.     On or about March 12, 2013, a Notice of Default and Election to Sale (the “First  
2 Notice of Default”) was issued and served by RRFS.

3           27.     The First Notice of Default was rescinded on or about April 3, 2013.

4           28.     On or about April 8, 2013, a second Notice of Default and Election to Sale (the  
5 “Second Notice of Default”) was issued and served by RRFS. This notice incorrectly states that  
6 no payments of any kind have been made since July 1, 2012, contradicting RRFS’ own October  
7 18, 2012 ledger entry which credits Check No. 143 in the amount of \$300.00, albeit to fees instead  
8 of first to assessments.

9           29.     On or about April 30, 2013, RRFS responded to a payoff demand from “Miles  
10 Bauer”, agents for Bank of America (BANA), and claimed that \$2,876.95 was due and payable  
11 as of April 30, 2013.

12          30.     On or about February 12, 2014, a Notice of Foreclosure Sale (“Notice of Sale”) was issued and served by RRFS, which claimed \$5,081.45 was due and owing, and scheduled the sale for March 7, 2014.

15          31.     On March 28, 2014, RRFS sent an Accounting ledger to Chicago Title in response  
16 to a payoff demand related to a contingent sale to Red Rock Region Investments LLC in which  
17 the amount before fees claimed as due and owing on February 11, 2014 was \$4,240.10, and that  
18 the amount due on March 28, 2014 was \$4,687.64. Note that the Notice of Sale claims that  
19 \$5,081.45 was due as of 2/11/14 but no ledger went to the owner with the Notice of Sale recorded  
20 on 2/12/14.

21          32.     On or about February 20, 2014, Tobin signed a listing agreement with Craig Leidy  
22 and gave him authority to handle all notices and contact with the HOA’s agents, RRFS, and  
23 Nationstar Mortgage, the new loan servicer as of December 1, 2013.

24          33.     The Notice of Sale incorrectly referenced the First Notice of Default, which had  
25 been cancelled.

26          34.     The Notice of Sale was sent to the Ombudsman on February 13, 2014 as required  
27 by NRS 116.311635(2)(b)(3). However, on May 15, 2014, RRFS notified the Ombudsman that  
28 the Notice of Sale was cancelled, the Trustee sale was cancelled, and the Owner was retained.



1 **SECOND CAUSE OF ACTION**

2 **(Unjust Enrichment)**

3 46. Tobin restates and realleges all previous paragraphs as if fully set forth herein.

4 47. Upon information and belief, RRFS has failed and refused to distribute all  
5 proceeds from the foreclosure sale as required by law, and has unjustly retained such proceeds  
6 for its own benefit.

7 48. Tobin is entitled to any excess of the sales proceeds.

8 49. However, RRFS has failed and refused to remit any of the sales proceeds to Tobin.

9 50. As a result, RRFS has been unjustly enriched.

10 51. As a direct and proximate result of RRFS's wrongful conduct, Tobin has suffered  
11 damages in an amount in excess of \$15,000.00.

12 52. Tobin has been required to retain counsel to prosecute this action and is entitled to  
13 recover her reasonable attorney's fees and costs.

14 **PRAYER**

15 Wherefore, Tobin prays for judgment against RRFS as follows:

- 16 1. For general and special damages in an amount in excess of \$15,000;  
17 2. For attorney's fees and cost of suit incurred herein; and  
18 3. For any and all other relief which is just and proper.

19 Dated this \_\_\_ day of \_\_\_\_\_, 2018.

20 MUSHKIN • CICA • COPPEDGE

21  
22 \_\_\_\_\_  
23 L. JOE COPPEDGE, ESQ.  
24 Nevada Bar No. 4954  
25 4495 S. Pecos Road  
26 Las Vegas, NV 89121

27 *Attorneys for Nona Tobin, as Trustee of the*  
28 *Gordon B. Hansen Trust*

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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **Nona Tobin’s Amended Answer, Counterclaim, Cross-Claim and Third-Party Complaint** was submitted electronically for filing and/or service with the Eighth Judicial District Court on this \_\_\_\_ day of \_\_\_\_\_, 2018. Electronic service of the foregoing document shall be upon all parties listed on the Odyssey eFileNV service contact list.

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# REGISTER OF ACTIONS

## CASE NO. A-15-720032-C

Joel Stokes, Plaintiff(s) vs. Bank of America NA, Defendant(s)

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Case Type: **Other Title to Property**  
Date Filed: **06/16/2015**  
Location: **Department 31**  
Cross-Reference Case Number: **A720032**  
Supreme Court No.: **79295**

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### RELATED CASE INFORMATION

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#### Related Cases

A-16-730078-C (Companion Case)

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### PARTY INFORMATION

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<b>Counter Claimant</b>	<b>Gordon B. Hansen Trust Dated 8/22/08</b>	<b>Lead Attorneys</b>
<b>Counter Claimant</b>	<b>Nationstar Mortgage, LLC</b>	<b>Melanie D. Morgan</b> <i>Retained</i> 702-634-5000(W)
<b>Counter Claimant</b>	<b>Tobin, Nona</b>	<b>Pro Se</b>
<b>Counter Defendant</b>	<b>Stokes, Joel A</b>	<b>Joseph Y. Hong</b> <i>Retained</i> 702-870-1777(W)
<b>Counter Defendant</b>	<b>Stokes, Sandra F</b>	<b>Joseph Y. Hong</b> <i>Retained</i> 702-870-1777(W)
<b>Cross Claimant</b>	<b>Gordon B. Hansen Trust Dated 8/22/08</b>	
<b>Cross Claimant</b>	<b>Tobin, Nona</b>	<b>Pro Se</b>
<b>Cross Defendant</b>	<b>Lee, Yuen K.</b>	
<b>Cross Defendant</b>	<b>Sun City Anthem Community Association Inc</b>	<b>David A. Clark</b> <i>Retained</i> 7023822200(W)
<b>Defendant</b>	<b>Bank of America NA</b>	<b>Dana J. Nitz</b> <i>Retained</i> 702-475-7964(W)
<b>Defendant</b>	<b>Sun City Anthem Community Association Inc</b>	<b>David A. Clark</b> <i>Retained</i> 7023822200(W)

**Plaintiff JimiJack Irrevocable Trust****Joseph Y. Hong**  
*Retained*  
702-870-1777(W)

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**EVENTS & ORDERS OF THE COURT**

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01/10/2019 **Motion to Amend Answer** (9:00 AM) (Judicial Officer Kishner, Joanna S.)  
*Defendant In Intervention/Counterclaimant/Cross-Claimant's, Nona Tobin, as Trustee of the Gordon B. Hansen Trust, Motion to Amend Answer, Counterclaim and Crossclaims*

**Minutes**

01/10/2019 9:00 AM

- Ms. Coppedge stated the motion was unopposed. The Court raised its concern regarding the age of the case and EDCR 1.90. Ms. Coppedge stated they were not seeking to add any new claims and it does not affect the current trial date. Colloquy regarding claims remaining. Ms. Coppedge indicated that the quiet title on the HOA sale remains, there are parties that have been dismissed and others that have disclaimed an interest. Mr. Anderson indicated the parties would confer to clean up the caption. Accordingly, COURT ORDERED Motion GRANTED based on the representation that it does not add additional parties or cross-claims and it will not affect the trial date. The Court further stated it would revisit the proper case caption at the upcoming Status Check, if necessary.

[Parties Present](#)[Return to Register of Actions](#)