

IN THE SUPREME COURT OF THE STATE OF NEVADA

NONA TOBIN, AN INDIVIDUAL, Appellant

vs.

BRIAN CHIESI, AN INDIVIDUAL,
DEBORA CHIESI, AN INDIVIDUAL;
QUICKEN LOANS, INC.; JOEL A. STOKES,
AN INDIVIDUAL; JOEL A. STOKES AND
SANDRA F. STOKES, AS TRUSTEES OF
JIMIACK IRREVOCABLE TRUST;
JIMIACK IRREVOCABLE TRUST; AND
NATIONSTAR MORTGAGE LLC; RED
ROCK FINANCIAL SERVICES,
Respondents.

Electronically Filed
Jan 19 2021 04:50 p.m.
No. 82234/District Court
Elizabeth A. Brown
Clerk of Supreme Court
DOCKETING STATEMENT

CIVIL APPEALS

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The Purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of the appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. *See KDI Sylvan Pools v. Workman*, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department XXII

County Clark Judge Susan Johnson

District Ct. Case No. A-19-799890-C

2. Attorney filing this docketing statement:

Attorney John W. Thomson Telephone (702) 478-8282

Firm Address 2450 St. Rose Parkway, Suite 120, Henderson NV 89074

Client(s) Nona Tobin

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondent(s): in instant appeal 82234

Brittany Wood, Esq. of
Maurice Wood Attorneys at Law

Attorney _____ Telephone _____

9525 Hillwood Drive, Suite 140
Las Vegas NV 89134

Firm _____

Address

Quicken Loans, Inc.
Brian Chiesi
Debora Chiesi

Client(s) _____

Attorney _____ Telephone _____

Firm _____

Address

Client(s) _____

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Judgment after bench trial | <input checked="" type="checkbox"/> Dismissal |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input checked="" type="checkbox"/> Failure to state a claim NRC(b)(5) |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRC(b) relief | <input checked="" type="checkbox"/> Other (specify): award of \$8,948.99 Pursuant to NRS 18.010(2) |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition (specify): _____ |

5. Does this appeal raise issues concerning any of the following? No

- Child Custody
- Venue
- Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

A. Appeal 82234, docketing on 12/18/20, (the instant appeal) A-19-799890-C

from 11/17/20 NEOJ order to grant \$8,948.99 to Quicken Loans/Chiesi attorney per (NRS 18.010 (2))

NONA TOBIN, Appellant v. BRIAN CHIESI, an individual; DEBORA CHIESI, an individual; QUICKEN LOANS INC. Respondents.

B. Appeal 82294 docketed on 1/8/21, A-19-799890-C

from 12/3/20 NODP notice of dismissal with prejudice (NRCF 12(b)(5))

NONA TOBIN, Appellant, v. BRIAN CHIESI, an individual; DEBORA CHIESI, an individual; QUICKEN LOANS INC.; JOEL A. STOKES, an individual; JOEL A. STOKES and SANDRA STOKES as Trustees of JIMI JACK IRREVOCABLE TRUST; JIMI JACK IRREVOCABLE TRUST; NATIONSTAR MORTGAGE LLC; RED ROCK FINANCIAL SERVICES, Respondents.

C. Appeal 82094, docketed on 11/17/20, A-19-799890-C

from order entered on 10/8/20 order granting \$3,455 to Joseph Hong as EDCR 7.60 (1) and/or (3) sanction for filing A-19-799890-C complaint;

NONA TOBIN, Appellant, v. JOEL A. STOKES, an individual; JOEL A. STOKES and SANDRA STOKES as Trustees of JIMI JACK IRREVOCABLE TRUST; JIMI JACK IRREVOCABLE TRUST, Respondents.

D. Appeal 79295, docketed on 7/30/19, A-15-720032-C and A-16-730078-C,

from orders entered on 4/18/19 granting Sun City Anthem's motion for summary judgment on the Hansen Trust's quiet title claim and Nationstar's limited joinder, 5/31/19 denial of motion to reconsider 4/18/19 order, and 6/24/19 final judgment from 6/5/19-6/6/19 bench trial

NONA TOBIN, as Trustee of the GORDON B. HANSEN TRUST, dated 8/22/08, Appellant, v. JOEL A. STOKES and SANDRA F. STOKES as Trustees of JIMI JACK IRREVOCABLE TRUST; NATIONSTAR MORTGAGE, LLC; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., Respondents.

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

NONA TOBIN v. BRIAN CHIESI, an individual; DEBORA CHIESI, an individual; QUICKEN LOANS INC.; JOEL A. STOKES, an individual; JOEL A. STOKES and SANDRA STOKES as Trustees of JIMI JACK IRREVOCABLE TRUST; JIMI JACK IRREVOCABLE TRUST; NATIONSTAR MORTGAGE LLC; RED ROCK FINANCIAL SERVICES, Case No. A-19-799890-C, Eighth Judicial District Court, Clark County, Nevada

8. Nature of the action. Briefly describe the nature of the action and the result below:

Nona Tobin as an individual filed an action in her individual capacity for quiet title, declaratory relief and equitable relief/unjust enrichment for the excess proceeds of sale, against several defendants, from a defective HOA foreclosure sale and many other statutory and other violations of law. The Order Granting Motion for Attorney's Fees and Costs Filed by Defendants' Brian Chiesi, Debora Chiesi and Quicken Loans, Inc., Motion for Attorney Fees and Costs.

9. Issues on appeal. State concisely the principal issues(s) in this appeal (attach separate sheets as necessary):

PLEASE SEE ATTACHED – ISSUES ON APPEAL

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised.

N/A

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130:

N/A

Yes

No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

Reversal of well-settled Nevada precedent (identify the case(s))

An issue arising under the United States and/or Nevada Constitution

A substantial issue of first impression

- An issue of public policy
- An issue where en banc consideration is necessary to maintain uniformity of this court's decision
- A ballot question

If so, explain:

N/A

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance.

The matter should presumptively be assigned to the Court of Appeals under NRAP 17(b)(6) and (7).

14. Trial. If this action proceeded to trial, how many days did the trial last? N/A

Was it a bench or jury? _____

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No.

16. Date of entry of written judgment or order appealed from 11/17/20

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served 11/17/20

Was service by:

- Delivery

x Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

N/A

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

- NRCP 50(b) Date of filing N/A
- NRCP 52(b) Date of filing _____
- NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ____, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

- Delivery
- Mail

19. Date notice of appeal filed _____

12/17/20 filed 12/18/20 docketed NOAS into appeal 82234 Chiesi/Quicken (20-45890)

11/9/20 filed 11/17/20 docketed NOAS into appeal 89024 Hong (20-41867)

12/29/20 filed 1/8/21 docketed NOAS into appeal 89024 red Rock MTD (21-00536)

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

NRAP 4(a)(1)

SUBSTANTIVE APPEALABILITY

21. Specify THE statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> NRCP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRCP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRCP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |

X OTHER (specify) NRAP 3(A)(b)(8)

(b) Explain how each authority provides a basis for appeal from the judgment or order:

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Appellant – Nona Tobin, Plaintiff

There are three appeals to this case, two involving sanctions against Nona Tobin for filing the complaint and one that dismisses all Tobin’s claims against all defendants with prejudice and expunges three lis pendens.

82094 involves awarding \$3,455 as an EDCR 7.60(b)(1) and/or (3) sanction against Nona Tobin to Joseph Hong, attorney for JOEL A. STOKES, AN INDIVIDUAL; JOEL A. STOKES AND SANDRA F. STOKES, AS TRUSTEES OF JIMI JACK IRREVOCABLE TRUST; JIMI JACK IRREVOCABLE TRUST; AND JIMI JACK IRREVOCABLE TRUST, for his filing a 6/25/20 joinder to Red Rock’s motion to dismiss.

82234 involves awarding \$8,948.99 as a NRS 18.010(2) sanction against Nona Tobin to Brittany Wood, attorney for BRIAN CHIESI, AN INDIVIDUAL, DEBORA CHIESI, AN

INDIVIDUAL; QUICKEN LOANS, INC. for her filing her 7/6/20 joinder to Red Rock's motion to dismiss and her 7/6/20 request for judicial notice.

82294 appeals from the order granting Red Rock's motion to dismiss and all defendants' joinders so all parties in that appeal BRIAN CHIESI, AN INDIVIDUAL, DEBORA CHIESI, AN INDIVIDUAL; QUICKEN LOANS, INC.; JOEL A. STOKES, AN INDIVIDUAL; JOEL A. STOKES AND SANDRA F. STOKES, AS TRUSTEES OF JIMIACK IRREVOCABLE TRUST; JIMIACK IRREVOCABLE TRUST; AND NATIONSTAR MORTGAGE LLC; RED ROCK FINANCIAL SERVICES

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

Plaintiff Nona Tobin's 6/3/20 ACOM, first amended complaint, contained claims for:

- Quiet title and Equitable Relief against all defendants (HOA sale was improper; Tobin holds superior title. Jimijack deed was inadmissible and all subsequent transfers were void. Two Lis Pendens were on record).
- Unjust enrichment/equitable relief (against the Chiesis, the Stokes (\$100,000+ in rents and \$505,000 sale to Chiesi and Jimijack (fraudulent conveyance), Red Rock (retention of excess proceeds) and Nationstar (fraudulent claim to be the beneficial owner of the Hansen deed of trust
- Declaratory relief against all defendants That the Court issue a declaration that the transfers of ownership and encumbrances after the transfer from the GBH Trust to the present title are void and unenforceable and that Tobin is the rightful beneficial owner of the Subject Property, or alternatively that the financial benefits derived by the defendants belong to Tobin

No Defendants filed any counter-claims against Tobin. No defendants refuted Tobin's claims. All Defendants' motions to dismiss Tobin's claims per NRCP 12(b)(5) under claims preclusion and motions for attorneys' fees as sanctions for filing the NRS 40.010 complaint were granted and are being appealed.

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below:

Yes

No

25. If you answered “No” to question 24, complete the following:

(a) Specify the claims remaining pending below:

The order appealed from is for attorney's fees as sanctions, which didn't resolve the case. The award of attorney's fees was based on Jimijack defendants prevailing on the Dismissal of the Case under NRCP 12, which is now the subject of appeal No. 82094.

(b) Specify the parties remaining below:

There are no claims or parties that remain pending below based on the Motion to Dismiss granted, see appeal No. 82294.

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

Yes

No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

Yes

No

26. If you answered “No” to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

The Order is independently appealable under NRAP 3(A)(b)(8).

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal

- Any other order challenged on appeal
- Notices of entry for each attached order

PLEASE SEE ATTACHED

1. Case summary A-19-798990-C
2. 6/3/20 ACOM 1st amended complaint
3. 7/6/20 JMOT Chiesi/Quicken joinder
4. 7/6/20 RFJN Chiesi/Quicken RFJN
5. 7/20/20 OPP MTD and JMOTs Tobin Opposition to motion to dismiss and joinders
6. 8/3/20 RPLY Chiesi/Quicken reply in support of their JMOT
7. 9/16/20 MAFC Chiesi/Quicken motion for attorney fees and costs per NRS 18.010 (2)
8. 10/8/20 OPP MAFC Tobin opposition to Chiesi 9/16/20 MAFC
9. 10/19/20 RIS Chiesi/Quicken reply in support of their MAFC
10. 10/29/20 RTRAN transcript of hearing on 9/16/20 MAFC
11. 11/17/20 9:02AM OGM order granting Chiesi/Quicken attorney Brittany Wood \$8,640.00 attorney fees and \$308.99 costs filed by the court
12. 11/17/20 9:19 AM NEOJ OGM order granting Chiesi/Quicken attorney Brittany Wood \$8,640.00 attorney fees and \$308.99 costs filed by Brittany Wood
13. 11/17/20 10:40 AM OSCC order to statistically close the case as dismissed with prejudice filed by the court
14. 12/3/20 OGM order granting Red Rock's motion to dismiss per NRCP 12(b)(5) (non-mutual claims preclusion) and Joel Stokes's, Sandra Stokes's, Joel Stokes & Sandra Stokes as trustees of Jimijack Irrevocable Trust's, Jimijack Irrevocable Trust's, Nationstar Mortgage LLC's, Brian Chiesi's, Debora Chiesi's, and Quicken's joinders to dismiss Tobin's complaint 6/3/20 ACOM with prejudice per NRCP 12(b)(5) (non-mutual claims preclusion/res judicata)
15. 12/3/20 NODP notice of entry of order granting all defendants' motions and joinders

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Nona Tobin
Name of appellant

John W. Thomson, Esq.
Name of counsel of record

January 19, 2021
Date

/s/ John W. Thomson
Signature of counsel of record

Clark County
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 19th day of January, 2021, I served a copy of this completed docketing statement upon all counsel of record:

By personally serving it upon him/her; or

By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Joseph Y. Hong, Esq.
Hong & Hong Law Office
1980 Festival Plaza Drive, Suite 650
Las Vegas, NV 89135
Attorney for Defs' Joel A. Stokes, Joel A. Stokes and
Sandra Stokes, as Trustees of Jimijack
Irrevocable Trust, and Jimijack Irrevocable Trust

Brittany Wood, Esq.
Maurice Wood
9525 Hillwood Drive, Suite 140
Las Vegas, NV 89134
Attorney for Defendants,
Brian Chiesi and Debora Chiesi,
erroneously sued as Brian
Chiesti and Dobra Chiesti, and

Quicken Loans Inc. n/k/a
Quicken Loans, LLC

Brody B. Wight, Esq.
Koch & Scow, LLC
11500 S. Eastern Ave., Suite 210
Henderson, NV 89052
Attorneys for Defendant Red Rock Financial Services

Dated this 19th day of January , 2021

/s/ John W. Thomson
Signature

Question 9 – Issues on Appeal

1. Did the court err in issuing an order granting the Respondents’ motion to sanction Nona Tobin \$\$8,640.00 for bringing a complaint in good faith on an individual basis?
 - a. Did the court err in ruling that Tobin’s NRS 40.010 complaint, including dismissing the claims for excess proceeds of sale, was “frivolous and unwarranted?”
 - b. Did the court err in including findings of fact in the order that were in nearly every detail contradicted by the court record?
2. Did the court err in applying the doctrine of nonmutual claims preclusion to Tobin’s claims against defendants who were not parties in the prior proceedings?
3. Did the court err in applying the doctrine of res judicata to Red Rock’s motion to dismiss and all the joinders thereto when the parties were different, the claims were different, and there was no previous evidentiary adjudication of ANY claims? ²

¹ [6/25/20 JMOT/MAFC](#)

² 6/16/15 COMP [Complaint](#) (*Jimjack Irrevocable Truets, Plaintiff, vs. Bank of America & Sun City Anthem*) was resolved by B of A default order [Judgment by Default](#) Against Defendant Bank of America filed on 10/16/16 JDDF. No NEO.

1/11/16 [Complaint – consolidated case A-16-730078-C](#), *Nationstar Mortgage, Plaintiff, vs. Opportunity Homes, LLC* was resolved without any judicial scrutiny of evidence by the stipulation & order entered on 2/2019 wherein Nationstar voluntarily dismissed its quiet title claims against all parties but Jimjack. [Notice of Entry of Stipulation and Order](#) for Dismissal Without Prejudice as to Nationstar’s Claims

6/2/16 [Defendant in Intervention Nationstar Mortgage, LLC's Answer to Plaintiffs' Complaint and Counterclaim](#)

4. Did the court err in applying the doctrine of nonmutual claims preclusion to Tobin's claims that were not heard on their merits in the prior proceedings?³

was resolved on by Nationstar withdrawing its motion for summary judgment against Jimijack ([4/23/19 NWM](#)) and by entry of a stipulation & order for Nationstar to unilaterally dismiss its remaining quiet title claim against Jimijack with prejudice 5/31/19 [Notice of Entry of Stipulation and Order](#).

³ 1/31/17 [Nona Tobin's Crossclaim for Quiet Title](#) Against Sun City Anthem Community Association, Inc. & all DOEs & ROEs

Five of the six COAs were not adjudicated for the GBH Trust and none were considered for Tobin as an individual. All claims except quiet title were stipulated to be dismissed pending completion of mediation, but the bench orders to unfairly declare my 4/9/19, 4/12/19, and 7/26/19 Notices of Completion of mediation rogue prevented the court's regaining jurisdiction. The SCA MSJ was a partial MSJ as it was specifically filed only against the GBHT and was only to address the GBHT's quiet title claim. My [7/22/19 MNTR motion for a new trial per NRCF 54b & NRCF 59a1ABCF](#) and my [7/29/19 motion to dismiss per NRS 38.310](#) for lack of court jurisdiction were also declared rogue on Joseph Hong's [8/7/19 RESP](#) and counter-motion to sanction me per EDCR 7.60 (1) & (3).

The single motion to amend filed was ordered, but the order was never entered as Judge Kishner granted the order on 1/10/19 with the condition that no new parties or claims could be added. Tobin's existing rights that were abridged as an SCA member in good standing for 16 years that she is due to owning 2664 Olivia Heights, e.g., for the HOA to publish a quarterly delinquency report, to publish when properties are going to be put up for sale so she could bid, to make all corporate decisions not specifically exempted by NRS 116.31085 in open meetings compliant with NRS 116.31083, to have her grievances adjudicated by XVI-defined ADR, to access the judicial system pursuant to NRS 116.4117 without being subjected to harassment and retaliation were not addressed.

2/1/17 [Nona Tobin's Answer to Plaintiff's \(Jimijack's\) Complaint and Counterclaim](#)

None of these claims were addressed, including notably my rebuttal of its 6/9/15 deed and claim that, pursuant to NRS 111.345, this is inadmissible as evidence of title and is legally insufficient to transfer title to anyone else, and that the HOA records show that Jimijack took possession of the property as the 2nd owner on 9/25/14, not Op Homes or F. Bondurant. Although Jimijack responded on 3/13/17 after I filed a NITD, he did not offer any evidence to refute my claims

2/1/17 [Nona Tobin's Crossclaim Against Thomas Lucas](#) D/B/A Opportunity Homes, LLC

Lucas did not answer, and when Tobin attempted to take default against him, and he filed a MSJ against Tobin that was granted and ordered 8/11/19. Tobin believes the court was wrong because many disputed facts.

2/1/17 [Nona Tobin's Crossclaim Against Yuen K. Lee](#) d/b/a F. Bondurant, LLC

None were ever heard. No evidence was ever entered on behalf of F. Bondurant LLC or Yuen k. Lee. Jimijack's answer did not contain any evidence to refute Tobin's claims and did not contain any cross-claims against Tobin. Jimijack's attorney, Mr. Hong, is believed to have concealed that he claimed in his NV SOS incorporation papers that

5. Did the Court err by incorrectly applying EDCR 7.60 and NRS 18.010(2)(b) in awarding attorney fees to Respondents; incorrectly awarding certain costs to Respondents; and incorrectly finding facts and law not briefed or in the record when making the award of attorney fees and costs?

he was the manager of F. Bondurant LLC and that there is no identified member, natural person or otherwise.

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-19-799890-C

Nona Tobin, Plaintiff(s)
vs.
Joel Stokes, Defendant(s)

§
§
§
§
§
§

Location: **Department 22**
 Judicial Officer: **Johnson, Susan**
 Filed on: **08/07/2019**
 Cross-Reference Case Number: **A799890**
 Supreme Court No.: **82094**

CASE INFORMATION

Statistical Closures

11/17/2020 Motion to Dismiss by the Defendant(s)

Case Type: **Other Title to Property**

Case Status: **11/17/2020 Dismissed**

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	A-19-799890-C
Court	Department 22
Date Assigned	08/07/2019
Judicial Officer	Johnson, Susan

PARTY INFORMATION

Plaintiff	Tobin, Nona	Thomson, John W. <i>Retained</i> 702-478-8282(W)
Defendant	Bank of America Removed: 06/03/2020 Inactive	
	Barbee, Forrest Removed: 06/03/2020 Inactive	
	Chiesti, Brian Removed: 12/03/2020 Dismissed	Maurice, Aaron R. <i>Retained</i> 702-463-7616(W)
	Chiesti, Debora Removed: 12/03/2020 Dismissed	Maurice, Aaron R. <i>Retained</i> 702-463-7616(W)
	Corwin, Cluyanne M Removed: 06/03/2020 Inactive	
	Crain, Youda Removed: 06/03/2020 Inactive	
	F. Bondurant LLC Removed: 06/03/2020 Inactive	
	Hong, Joseph Removed: 06/03/2020 Inactive	
	Jimijack Irrevocable Trust Removed: 12/03/2020 Dismissed	

CASE SUMMARY
CASE NO. A-19-799890-C

Hong, Joseph Y.
Retained
 702-870-1777(W)

Lee, Yuen K
 Removed: 06/03/2020
 Inactive

Lucas, Thomas
 Removed: 06/03/2020
 Inactive

Morgan, Melanie
 Removed: 06/03/2020
 Inactive

Nationstar Mortgage LLC
 Removed: 12/03/2020
 Dismissed

Wittig, Donna
Retained
 702-634-5000(W)

Ochoa, David
 Removed: 06/03/2020
 Inactive

Opportunity Homes LLC
 Removed: 06/03/2020
 Inactive

Quicken Loans Inc
 Removed: 12/03/2020
 Dismissed

Maurice, Aaron R.
Retained
 702-463-7616(W)

Red Rock Financial Services
 Removed: 12/03/2020
 Dismissed

Wight, Brody R.
Retained
 702-318-5040(W)

Scow, Steven
 Removed: 06/03/2020
 Inactive




Stokes, Joel A

Hong, Joseph Y.
Retained
 702-870-1777(W)

Stokes, Sandra
 Removed: 12/03/2020
 Dismissed

Hong, Joseph Y.
Retained
 702-870-1777(W)

Williams, Teresa D
 Removed: 06/03/2020
 Inactive

DATE	EVENTS & ORDERS OF THE COURT	INDEX
<u>EVENTS</u>		
08/07/2019	 Complaint Filed By: Plaintiff Tobin, Nona <i>Complaint for Quiet Title, and Equitable, Declaratory, and Injunctive Relief</i>	
08/13/2019	 Notice of Lis Pendens Filed by: Plaintiff Tobin, Nona <i>Notice of Lis Pendens</i>	
08/22/2019	 Notice <i>Notice of Change of Case Designation / Suffix</i>	

CASE SUMMARY

CASE NO. A-19-799890-C

- 12/04/2019  Notice of Appearance
Party: Plaintiff Tobin, Nona
Notice Of Appearance of Counsel
- 12/05/2019  Ex Parte Motion
Filed By: Plaintiff Tobin, Nona
Plaintiff's Ex Parte Motion to Extend Time to Serve Summons and Complaint (First Request)
- 12/10/2019  Ex Parte Order
Filed By: Plaintiff Tobin, Nona
Ex-Parte Order to Exten Time to Serve Summons and Complaint
- 12/10/2019  Notice of Entry of Order
Filed By: Plaintiff Tobin, Nona
Notice of Entry of Order
- 01/31/2020  Ex Parte Motion
Filed By: Plaintiff Tobin, Nona
Ex Parte Motion to Extend Time to Serve Summons and Complaint (Second Request)
- 02/05/2020  Order Extending Time to Serve
Filed By: Plaintiff Tobin, Nona
Order To Extend Time To Serve Summons and Complaint
- 02/05/2020  Notice of Entry of Order
Filed By: Plaintiff Tobin, Nona
Notice Of Entry Of Order
- 04/02/2020  Ex Parte Application to Extend Time for Service
Filed By: Plaintiff Tobin, Nona
Ex Parte Motion to Extend Time to Serve Complaint
- 04/06/2020  Order Extending Time to Serve
Order to Extend Time to Serve Summons and Complaint
- 04/06/2020  Order
Filed By: Plaintiff Tobin, Nona
Order To Extend Time To Serve Summons And Complaint
- 04/07/2020  Notice of Entry of Order
Filed By: Plaintiff Tobin, Nona
Notice of Entry of Order
- 06/03/2020  First Amended Complaint
Filed By: Plaintiff Tobin, Nona
First Amended Complaint
- 06/03/2020  Summons Electronically Issued - Service Pending
Party: Plaintiff Tobin, Nona
Summons
- 06/03/2020  Summons Electronically Issued - Service Pending
Party: Plaintiff Tobin, Nona

CASE SUMMARY

CASE NO. A-19-799890-C

Summons

- 06/03/2020  Summons Electronically Issued - Service Pending
Party: Plaintiff Tobin, Nona
Summons
- 06/03/2020  Summons Electronically Issued - Service Pending
Party: Plaintiff Tobin, Nona
Summons
- 06/03/2020  Summons Electronically Issued - Service Pending
Party: Plaintiff Tobin, Nona
Summons
- 06/03/2020  Summons Electronically Issued - Service Pending
Party: Plaintiff Tobin, Nona
Summons
- 06/03/2020  Summons Electronically Issued - Service Pending
Party: Plaintiff Tobin, Nona
Summons
- 06/03/2020  Summons Electronically Issued - Service Pending
Party: Plaintiff Tobin, Nona
Summons
- 06/03/2020  Summons Electronically Issued - Service Pending
Party: Plaintiff Tobin, Nona
Summons
- 06/05/2020  Affidavit of Service
Filed By: Plaintiff Tobin, Nona
Affidavit of Service
- 06/05/2020  Affidavit of Service
Affidavit of Service
- 06/10/2020  Affidavit of Service
Filed By: Plaintiff Tobin, Nona
Affidavit of Service
- 06/10/2020  Affidavit of Service
Filed By: Plaintiff Tobin, Nona
Affidavit of Service
- 06/23/2020  Initial Appearance Fee Disclosure
Filed By: Defendant Red Rock Financial Services
Initial Appearance Fee Disclosure
- 06/23/2020  Motion to Dismiss
Filed By: Defendant Red Rock Financial Services
Defendant Red Rock Financial Services, LLC's Motion to Dismiss Complaint Pursuant to NRCP 12(b)(5) and (6)

CASE SUMMARY

CASE NO. A-19-799890-C

- 06/23/2020  Clerk's Notice of Hearing
Notice of Hearing
- 06/25/2020  Joinder To Motion
Filed By: Defendant Nationstar Mortgage LLC
Nationstar's Joinder to Defendant Red Rock Financial Services' Motion to Dismiss First Amended Complaint
- 06/25/2020  Initial Appearance Fee Disclosure
Filed By: Defendant Nationstar Mortgage LLC
Initial Appearance Fee Disclosure
- 06/25/2020  Joinder To Motion
Filed By: Defendant Stokes, Joel A; Defendant Jimijack Irrevocable Trust; Defendant Stokes, Sandra
Joel A. Stokes, Joel A. Stokes And Sandra Stokes, As Trustees Of The Jimijack Irrevocable Trust, And Jimijack Irrevocable Trust s Joinder To Defendant, Red Rock Financial Services , Motion To Dismiss First Amended Complaint And For Attorney s Fees And Costs Pursuant To E.D.C.R. Rule 7.60(b)(1) And/Or (3)
- 06/25/2020  Initial Appearance Fee Disclosure
Filed By: Defendant Stokes, Joel A; Defendant Stokes, Sandra
Initial Appearance Fee Disclosure
- 07/01/2020  Affidavit of Service
Filed By: Plaintiff Tobin, Nona
Party Served: Defendant Stokes, Joel A
Affidavit of Service - Joel Stokes
- 07/01/2020  Affidavit of Service
Filed By: Plaintiff Tobin, Nona
Party Served: Defendant Stokes, Sandra
Affidavit of Service - Sandra Stokes
- 07/01/2020  Affidavit of Service
Filed By: Plaintiff Tobin, Nona
Party Served: Defendant Jimijack Irrevocable Trust
Affidavit of Service - Jimijack Irrevocable trust
- 07/06/2020  Joinder To Motion
Filed By: Defendant Quicken Loans Inc; Defendant Chiesti, Brian; Defendant Chiesti, Debora
Brian and Debora Chiesi and Quicken Loan Inc.'s Joinder to Defendant Red Rock Financial Service's Motion to Dismiss Plaintiff's Amended Complaint
- 07/06/2020  Request for Judicial Notice
Filed By: Defendant Quicken Loans Inc; Defendant Chiesti, Brian; Defendant Chiesti, Debora
Request for Judicial Notice
- 07/06/2020  Initial Appearance Fee Disclosure
Filed By: Defendant Quicken Loans Inc; Defendant Chiesti, Brian; Defendant Chiesti, Debora
Initial Appearance Fee Disclosure
- 07/13/2020  Stipulation and Order

CASE SUMMARY

CASE NO. A-19-799890-C

Filed by: Plaintiff Tobin, Nona
Stipulation And Order To Reschedule Hearing For Defendant Red Rock Financial Services, LLC's Motion to Dismiss Complaint Pursuant to NRCP 12(B)(5) And (6) Joinders Thereto, and Request For Judicial Notice

07/14/2020



Notice of Entry of Stipulation and Order

Filed By: Plaintiff Tobin, Nona
Notice of Entry of Stipulation And Order to Reschedule Hearing For Defendant Red Rock Financial Services, LLC's Motion to Dismiss Complaint Pursuant to NRCP 12(B)(5) And (6) Joinders Thereto, And Request For Judicial Notice

07/20/2020



Opposition to Motion to Dismiss

Filed By: Plaintiff Tobin, Nona
Opposition to Motion to Dismiss and to Joinder Thereto

08/03/2020



Reply in Support

Filed By: Defendant Quicken Loans Inc; Defendant Chiesti, Brian; Defendant Chiesti, Debora
Brian and Debora Chiesi and Quicken Loans, LLC's Reply to Plaintiff's Opposition to Motion to Dismiss and Joinders thereto

08/03/2020



Reply in Support

Filed By: Defendant Red Rock Financial Services
Defendant Red Rock Financial Services' Reply in Support of its Motion to Dismiss the Complaint Pursuant to NRCP 12(b)(5) and (6)

08/03/2020



Reply in Support

Filed By: Defendant Stokes, Joel A; Defendant Jimijack Irrevocable Trust; Defendant Stokes, Sandra
Joel A. Stokes, Joel A. Stokes And Sandra Stokes, As Trustees Of The Jimijack Irrevocable Trust, And Jimijack Irrevocable Trust s Reply In Support Of Joinder To Defendant, Red Rock Financial Services , Motion To Dismiss First Amended Complaint And For Attorney s Fees And Costs Pursuant To E.D.C.R. Rule 7.60(b)(1) And/Or (3)

09/06/2020



Order Granting Motion

Order Granting Motion for Attorney's Fees and Costs Filed by Joel A. Stokes, Joel A. Stokes and Sandra Stokes, as Trustees of the Jimijack Irrevocable Trust and Jimijack Irrevocable Trust, Pursuant to EDCR 7.60(b)(1) and/or (3)

09/16/2020



Motion for Attorney Fees and Costs

Filed By: Defendant Quicken Loans Inc; Defendant Chiesti, Brian; Defendant Chiesti, Debora
Motion for Attorney's Fees and Costs

09/17/2020



Clerk's Notice of Hearing

Notice of Hearing

10/08/2020



Notice of Entry of Order

Filed By: Defendant Stokes, Joel A; Defendant Jimijack Irrevocable Trust; Defendant Stokes, Sandra
Notice Of Entry Of Order Granting Motion For Attorney s Fees And Costs Filed By Joel A. Stokes, Joel A. Stokes And Sandra Stokes, As Trustees Of The Jimijack Irrevocable Trust, And Jimijack Irrevocable Trust, Pursuant To EDCR 7.60(b)(1) And/Or (3)

10/08/2020



Opposition to Motion

Filed By: Plaintiff Tobin, Nona
Opposition to Chiesi and Quicken Loans Motion for Attorney Fees and Costs

CASE SUMMARY

CASE NO. A-19-799890-C

- 10/16/2020  Order Shortening Time
Defendants, Joel A. Stokes and Sandra Stokes, as Trustees of The JimiJack Irrevocable Trust and Jimijack Irrevocable Trust's, Motion to Enforce Order for Attorney's Fees and Costs and for Contempt and for Attorney's Fees and Costs Pursuant to E.D.C.R. Rule 7.60(b)(3) and/or (5) and Order Shortening Time
- 10/16/2020  Notice of Entry of Order
Filed By: Defendant Stokes, Joel A; Defendant Jimijack Irrevocable Trust; Defendant Stokes, Sandra
Notice Of Entry Of Order Shortening Time
- 10/19/2020  Reply to Opposition
Filed by: Defendant Chiesti, Brian
Reply to Plaintiff's Opposition to the Chiesi Defendants' Motion for Attorney's Fees and Costs
- 10/27/2020  Opposition to Motion
Filed By: Plaintiff Tobin, Nona
Opposition to Joel A. Stokes and Sandra Stokes, as Trustees of the Jimijack Irrevocable Trust and Jimijack Irrevocable Trust's Motion to Enforce Order for Attorney Fees and Costs and for Contempt and Order Shortening Time
- 11/09/2020  Notice of Appeal
Filed By: Plaintiff Tobin, Nona
Notice of Appeal to the Supreme Court, State of Nevada
- 11/09/2020  Case Appeal Statement
Filed By: Plaintiff Tobin, Nona
CASE APPEAL STATEMENT
- 11/09/2020  Notice of Posting of Cost Bond
Filed By: Plaintiff Tobin, Nona
NOTICE OF POSTING OF COST BOND
- 11/17/2020  Order Granting Motion
Order Granting Motion for Attorney's Fees and Costs
- 11/17/2020  Notice of Entry of Order
Filed By: Defendant Chiesti, Brian
Notice of Entry of Order
- 11/17/2020  Order to Statistically Close Case
Civil Order to Statistically Close Case - Motion to Dismiss by Defendant
- 12/03/2020  Order Granting Motion
Filed By: Defendant Red Rock Financial Services
Order Granting Defendant Red Rock Financial Services' Motion to Dismiss Complaint and All Joinders to the Motion
- 12/03/2020  Notice of Entry of Order for Dismissal With Prejudice
Filed By: Defendant Red Rock Financial Services
Notice of Entry of Order
- 12/17/2020  Notice of Appeal
Filed By: Plaintiff Tobin, Nona

CASE SUMMARY
CASE NO. A-19-799890-C

Notice of Appeal

12/17/2020



Case Appeal Statement

Filed By: Plaintiff Tobin, Nona

Case Appeal Statement

DISPOSITIONS

09/06/2020

Order (Judicial Officer: Johnson, Susan)

Debtors: Nona Tobin (Plaintiff)

Creditors: Joel A Stokes (Defendant), Jimijack Irrevocable Trust (Defendant), Sandra Stokes (Defendant)

Judgment: 09/06/2020, Docketed: 09/08/2020

Total Judgment: 3,455.00

11/17/2020

Order (Judicial Officer: Johnson, Susan)

Debtors: Nona Tobin (Plaintiff)

Creditors: Quicken Loans Inc (Defendant), Brian Chiesti (Defendant), Debora Chiesti (Defendant)

Judgment: 11/17/2020, Docketed: 11/19/2020

Total Judgment: 8,948.99

12/03/2020

Order of Dismissal With Prejudice (Judicial Officer: Johnson, Susan)

Debtors: Nona Tobin (Plaintiff)

Creditors: Quicken Loans Inc (Defendant), Joel A Stokes (Defendant), Jimijack Irrevocable Trust (Defendant), Nationstar Mortgage LLC (Defendant), Red Rock Financial Services (Defendant), Brian Chiesti (Defendant), Debora Chiesti (Defendant), Sandra Stokes (Defendant)

Judgment: 12/03/2020, Docketed: 12/04/2020

HEARINGS

08/11/2020

Motion to Dismiss (8:30 AM) (Judicial Officer: Johnson, Susan)

Defendant Red Rock Financial Services, LLC's Motion to Dismiss Complaint Pursuant to NRCP 12(b)(5) and (6)

07/28/2020

Continued to 08/11/2020 - Stipulation and Order - Quicken Loans Inc; Tobin, Nona; Stokes, Joel A; Jimijack Irrevocable Trust; Nationstar Mortgage LLC; Red Rock Financial Services; Chiesti, Brian; Chiesti, Debora; Stokes, Sandra

08/11/2020

Joinder (8:30 AM) (Judicial Officer: Johnson, Susan)

Nationstar's Joinder to Defendant Red Rock Financial Services' Motion to Dismiss First Amended Complaint

07/28/2020

Continued to 08/11/2020 - Stipulation and Order - Quicken Loans Inc; Tobin, Nona; Stokes, Joel A; Jimijack Irrevocable Trust; Nationstar Mortgage LLC; Red Rock Financial Services; Chiesti, Brian; Chiesti, Debora; Stokes, Sandra

08/11/2020

Joinder (8:30 AM) (Judicial Officer: Johnson, Susan)

Joel A. Stokes, Joel A. Stokes And Sandra Stokes, As Trustees Of The Jimijack Irrevocable Trust, And Jimijack Irrevocable Trust s Joinder To Defendant, Red Rock Financial Services , Motion To Dismiss First Amended Complaint And For Attorney s Fees And Costs Pursuant To E.D.C.R. Rule 7.60(b)(1) And/Or (3)

07/28/2020

Continued to 08/11/2020 - Stipulation and Order - Quicken Loans Inc; Tobin, Nona; Stokes, Joel A; Jimijack Irrevocable Trust; Nationstar Mortgage LLC; Red Rock Financial Services; Chiesti, Brian; Chiesti, Debora; Stokes, Sandra

08/11/2020

Joinder (8:30 AM) (Judicial Officer: Johnson, Susan)

Brian and Debora Chiesi and Quicken Loan Inc.'s Joinder to Defendant Red Rock Financial Service's Motion to Dismiss Plaintiff's Amended Complaint

07/28/2020


Continued to 08/11/2020 - Stipulation and Order - Quicken Loans Inc; Tobin, Nona; Stokes, Joel A; Jimijack Irrevocable Trust; Nationstar Mortgage LLC; Red Rock Financial Services; Chiesti, Brian; Chiesti, Debora; Stokes, Sandra

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-19-799890-C

08/11/2020


 **All Pending Motions** (8:30 AM) (Judicial Officer: Johnson, Susan)

Matter Heard;

Journal Entry Details:

DEFENDANT RED ROCK FINANCIAL SERVICES, LLC'S MOTION TO DISMISS COMPLAINT PURSUANT TO NRCP 12(B)(5) AND (6) NATIONSTAR'S JOINDER TO DEFENDANT RED ROCK FINANCIAL SERVICES' MOTION TO DISMISS FIRST AMENDED COMPLAINT JOEL A. STOKES, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST, AND JIMIACK IRREVOCABLE TRUST'S JOINDER TO DEFENDANT, RED ROCK FINANCIAL SERVICES, MOTION TO DISMISS FIRST AMENDED COMPLAINT AND FOR ATTORNEY'S FEES AND COSTS PURSUANT TO E.D.C.R. RULE 7.60(B)(1) AND/OR (3) BRIAN AND DEBORA CHIESI AND QUICKEN LOAN INC.'S JOINDER TO DEFENDANT RED ROCK FINANCIAL SERVICE'S MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT Counsel appearing remotely via Bluejeans. Argument by counsel. COURT ORDERED, Defendant Red Rock Financial Services, LLC's Motion to Dismiss Complaint, GRANTED adding that the Court would take the request for attorney fees under advisement. Mr. Wight to prepare the order.;

10/29/2020

 **Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer: Johnson, Susan)


Defendant's Motion for Attorney's Fees and Costs

Motion Granted;

Journal Entry Details:

Arguments by Ms. Wood and Mr. Thompson regarding whether or not the 31.6 billed hours were reasonable and necessary. COURT ORDERED, matter taken UNDER ADVISEMENT; advised it wanted to review the attorneys fees in lieu of the Brunzell factors; matter SET for hearing. 11/03/2020 - 8:30 AM - DEFENDANTS, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST AND JIMIACK IRREVOCABLE TRUST'S MOTION TO ENFORCE ORDER FOR ATTORNEY'S FEES AND COSTS AND FOR CONTEMPT AND FOR ATTORNEY'S FEES AND COSTS PURSUANT TO EDCR RULE 7.60 (B)(3) AND/OR (5) AND ORDER SHORTENING TIME;

11/03/2020

 **Motion to Enforce** (8:30 AM) (Judicial Officer: Johnson, Susan)

Defendants, Joel A. Stokes and Sandra Stokes, as Trustees of the Jimijack Irrevocable Trust and Jimijack Irrevocable Trust's Motion to Enforce Order for Attorney's Fees and Costs and for Contempt and for Attorney's Fees and Costs Pursuant to EDCR Rule 7.60(b)(3) and/or (5) and Order Shortening Time

Denied Without Prejudice;

Journal Entry Details:

Court noted the best remedy would be for Mr. Hong to submit a proposed judgment and ORDERED, Motion DENIED WITHOUT PREJUDICE. Mr. Thomson advised there were several issues with this Motion and they should be awarded attorneys fees. Arguments by Mr. Thomson in support of attorneys fees. Court noted Mr. Thomson didn't have a pending motion for attorneys fees and advised he should file one if he felt it was appropriate.;

DATE

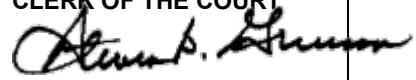
FINANCIAL INFORMATION

Defendant Chiesti, Brian	
Total Charges	283.00
Total Payments and Credits	283.00
Balance Due as of 12/17/2020	0.00
Defendant Nationstar Mortgage LLC	
Total Charges	223.00
Total Payments and Credits	223.00
Balance Due as of 12/17/2020	0.00
Defendant Red Rock Financial Services	
Total Charges	223.00
Total Payments and Credits	223.00
Balance Due as of 12/17/2020	0.00
Defendant Stokes, Joel A	
Total Charges	283.00
Total Payments and Credits	0.00

CASE SUMMARY

CASE NO. A-19-799890-C

Balance Due as of 12/17/2020	283.00
Plaintiff Tobin, Nona	
Total Charges	318.00
Total Payments and Credits	318.00
Balance Due as of 12/17/2020	0.00
Plaintiff Tobin, Nona	
Appeal Bond Balance as of 12/17/2020	500.00



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3 THOMSON LAW PC
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7 (702) 541-9500 Facsimile
8 Email: johnwthomson@ymail.com
9 Attorney for Plaintiff Nona Tobin

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 NONA TOBIN, an Individual

10 Plaintiff,

11 vs.

12
13 BRIAN CHIESTI, an individual; DEBORA
14 CHIESTI, an individual; QUICKEN LOANS
15 INC.; JOEL A. STOKES, an individual;
16 JOEL A. STOKES and SANDRA STOKES
17 as Trustees of JIMI JACK IRREVOCABLE
18 TRUST; JIMI JACK IRREVOCABLE
19 TRUST; NATIONSTAR MORTGAGE LLC;
20 RED ROCK FINANCIAL SERVICES;
21 DOES I through X inclusive; and ROE
22 CORPORATIONS I through V, inclusive

23 Defendants.

Case No.: A-19-799890-C
Dept No.: 22

FIRST AMENDED COMPLAINT

**(EXEMPT FROM ARBITRATION—
TITLE TO REAL PROPERTY AND
DECLARATORY RELIEF)**

21 Comes now, Plaintiff NONA TOBIN, AN INDIVIDUAL, (hereinafter “Plaintiff” or
22 “Tobin”), by and through her attorney of record, Thomson Law PC, through attorney John W.
23 Thomson, Esq., and hereby asserts her claims against the above-named Defendants as follows.

24 **INTRODUCTION**

25
26 1. Tobin asserts that the real property commonly known as the 2763 White Sage
27 Drive, Henderson, NV belongs to her and seeks a declaration from the Court that the actions, and
28

1 inactions, leading to the foreclosure of the real property, were wrongful and that Tobin is the sole
2 owner of the real property.

3 2. In addition, the excess proceeds from the improper sale belong to Tobin and she
4 has incurred damages as a result of the wrongful conduct of the Defendants.
5

6 **JURISDICTION, VENUE**

7 3. The real property which is the subject of this civil action is a single-family
8 residence commonly known as the 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-
9 811-052, (hereinafter "Subject Property"), located in Clark County, Nevada. Tobin seeks a
10 declaration that she is legal owner of the Subject Property. All of the events surrounding the
11 Subject Property took place in Clark County, Nevada, and the Defendants do business in, or
12 reside in Clark County, Nevada. As such, jurisdiction and venue are properly before this Court.
13

14 **PARTIES**

15 4. Plaintiff Nona Tobin, an Individual, resides at 2664 Olivia Heights Avenue,
16 where she has been a home owner in good standing in Sun City Anthem, since 2/20/04.
17

18 5. The Subject Property, is also located in Sun City Anthem, and was owned by the
19 Gordon B. Hansen Trust, dated 8/22/08, of which Tobin was the beneficiary and successor
20 trustee, when the Subject Property was foreclosed on by the HOA on 08/15/14.

21 6. Brian and Debora Chiesti, upon information and belief, are husband & wife,
22 (hereinafter "Chiesti") who reside in Clark County, Nevada, in the Subject Property and together
23 acquired the Subject Property by a deed recorded 12/27/19 from defendant Joel A. Stokes, an
24 Individual.
25

26 7. Defendant Quicken Loans Inc. is a Michigan Corporation doing business in Clark
27 County, Nevada, and holds an adverse claim against Tobin's interest in the Subject Property by
28 way of its loan to the Chiesti Defendants.

1 when Steve Hansen, a 50% beneficiary of the GBH Trust, disclaimed his interest in the Subject
2 Property and in the GBH Trust, on 3/27/17.

3 a. The Gordon B. Hansen Trust, was the prior owner of the Subject Property, which
4 was the sole significant asset of the GBH Trust, appraised at \$310,000 in August, 2012.

5 b. There were two recorded encumbrances on the Subject Property in January 2012:
6 a mortgage recorded by Western Thrift & Loan on 7/22/04 with an outstanding balance on
7 10/30/12 of \$389,000, and Wells Fargo Bank held a second mortgage lien with approximately a
8 \$15,000 balance.

9 c. Nona Tobin closed the GBH Trust on 3/28/17 when the Subject Property, the
10 GBH Trust's sole significant asset, was transferred into the name of Nona Tobin, an individual,
11 by means of a deed recorded on 3/28/17 when Tobin was the GBH Trust's sole successor trustee
12 and sole beneficiary.

13 14. Tobin listed the Subject Property with Proudfit Realty, on 2/14/12. Owners, Doug
14 & Linda Proudfit, have been Sun City Anthem owners in good standing since the community
15 began in 1998.

16 15. On 8/10/12, Tobin accepted an offer from Sparkman for \$310,000 for a short sale
17 that needed to be approved by the lenders. This offer equal to the pre-approved Wells Fargo
18 appraisal, with the stipulation that all the seller's costs were to be paid by the lender and not by
19 Tobin, as there were no assets in the GBH Trust or Estate, other than the Subject Property, from
20 which to pay closing costs. As the executor of the estate and trustee of the GBH Trust, Tobin, an
21 individual, as the beneficiary of the GBH Trust, was entitled to receive the proceeds of the sale
22 but was not responsible for any of the costs of sale.
23
24
25
26
27
28

1 16. After the death of Mr. Hansen, Tobin paid, out of her own personal money, the
2 HOA assessments for the Subject Property in 2012 by check, covering all assessments due
3 through 9/30/12.

4 17. RRFS improperly recorded a lien on 12/14/12 for \$925.76 when only \$275.00 in
5 assessments and \$25 late fee was due for the quarter ending 12/31/12.

6 18. Even though the amount claimed to be owed by RRFS was improper, the closing
7 agent, Ticor title, was given instructions to pay the HOA whatever was demanded without proof.
8

9 19. RRFS provided improper payoff demands to Ticor title on 12/20/12 and 1/16/13
10 during the Sparkman escrow, on 05/29/13 during the Mazzeo escrow, and on 03/28/14 during the
11 RRRI escrow. RRFS wrongfully rejected NSM's \$1,110 offer to pay the lien by misrepresenting
12 to the HOA Board that it was a \$459.32 request for a fee waiver from the owner rather than from
13 the lender.
14

15 20. In anticipation of an easy close of escrow, and not suspecting the foul play by
16 BANA that was to come, Tobin evicted the non-paying tenants, and allowed Sparkman to move
17 in on 10/16/12, without closing escrow. BANA allowed the Sparkman escrow to languish for
18 eight months without providing lender approval of the fair market value sale.
19

20 21. BANA subjected Proudfit, Ticor Title, Sparkman, and Tobin to months of
21 problems and demanded an increase of \$80,000 over the asking price and then current appraisal,
22 in order to approve the sale.
23

24 22. On 4/3/13, Sparkman demanded their earnest deposit money back and moved out
25 by the end of the month.

26 23. On 4/8/13 BANA's agent, Miles Bauer, wrote a letter to the Hansen estate
27 claiming that BANA was both the beneficiary and the servicing bank, and that BANA was going
28

1 to pay the super-priority lien amount owed to the HOA, but that Tobin should pay the rest. Tobin
2 did not know who they were or what they were talking about since escrow had instructions to
3 pay the HOA paid the full amount demanded out of the Sparkman escrow.

4 24. Unbeknownst to Tobin, Proudfit, Ticor Title, or the SCA Board, BANA's agent
5 sent a check for \$825.00 directly to the HOA's collection agent, Red Rock Financial Services
6 (RRFS), the exact amount of nine months of assessments that were then delinquent.

7 25. RRFS rejected BANA's tender without notice to any of the interested parties,
8 including Tobin and the GBH Trust.

9 26. On 5/7/13 Tobin put BANA on notice by letter of their responsibilities for the
10 Subject Property.

11 27. On 5/10/13 Tobin accepted another offer on the Subject Property from a new
12 purchaser, Mazzeo, for \$395,000. This offer was for \$6,000 above the outstanding first mortgage
13 balance.

14 28. On 5/29/13, RRFS demanded \$3,055.47 to be paid to close the Mazzeo escrow,
15 even though only \$825.00 was due for the nine months of assessments that were then still
16 delinquent because RRFS had rejected the \$825.00 tendered by BANA's agent on 05/09/13.

17 29. On 6/4/13 Ticor Title amended the HUD-1 Settlement Statement according to the
18 escrow instructions and demand by RRFS to pay the HOA \$3,055.47.

19 30. On or about 6/24/13, BANA rejected the buyers' credit pre-approval, and Mazzeo
20 withdrew their offer.

21 31. On or about 7/13/13 Tobin took the property off the market and asked Proudfit
22 and Ticor to assist her to get BANA to take a deed in lieu of foreclosure.

1 32. On 8/15/13 RRFS sent a “courtesy” notice to the GBH Trust regarding the
2 delinquent assessments, but this was while BANA had possession of the Subject Property.
3 BANA did not act on this notice to protect its interest in the Subject Property and protect it from
4 foreclosure.

5
6 33. Over the summer of 2013, Tobin worked with BANA’s agent, Liberty Title in
7 Rhode Island, to try to transfer the title to BANA. Even though BANA took possession of the
8 Subject Property on during the summer of 2013, locking out Tobin, it refused to take title or to
9 pay anything to avoid deterioration of the Subject Property.

10
11 34. On 12/1/13 servicing of the Hansen loan transferred to NSM, but neither BANA
12 nor NSM ever took any of the proper steps to foreclose on the Hansen loan which had been in
13 default since January 2012, or to protect it against foreclosure by the HOA.

14 35. In January 2014, frustrated with having the title/liability of the property without
15 having possession or any control, Tobin asked another Relator, long-time SCA resident and
16 owner in good standing, Craig Leidy, for help.

17
18 36. Leidy found that while BANA had placed a lock box on the property, a side door
19 to the garage had been left unlocked.

20 37. On 1/29/14 RRFS sent another “courtesy” notice to the Estate of Gordon Hansen
21 to Tobin’s personal residence about the delinquent assessments.

22 38. On 2/12/14, RRFS recorded a Notice of Sale for 3/7/14 Sale (NOS) claiming the
23 amount of \$5,081.45 as delinquent assessments and costs.

24
25 39. Shocked at the sudden notice, on 2/14/14 Tobin sent Leidy the 2/12/14 Notice of
26 Foreclosure Sale that RRFS had sent to her.

27
28

1 40. Leidy reassured Tobin that the HOA wouldn't sell the Subject Property because
2 the mortgage holders would step in and pay the HOA to stop the sale.

3 41. Tobin relisted the property with Leidy under BHHS (fka Prudential) Broker
4 Forest Barbee on 2/20/14.

5 42. On 2/25/14 Red Rock Regional Investors (hereinafter "RRRI") offered \$340,000
6 cash to purchase the Subject Property, which Tobin accepted on 3/4/14.

7 43. On 2/27/14 Leidy informed RRFS of the cash offer and asked for the 3/7/14 sale
8 to be cancelled, and it was cancelled by RRFS.

9 44. On 5/11/18 and again in 5/13/19, Leidy declared under the penalty of perjury that
10 the RRFS sale was postponed at least four times and that he never received any notice of the
11 8/15/14 sale from the HOA or from RRFS.

12 45. Leidy requested that Christie Marling, an agent for RRFS, give him an
13 opportunity to make an appeal to the HOA board for a reduction in fees to close the RRRI
14 escrow.

15 46. Marling informed the Board of the request, but Leidy was not permitted to speak
16 to the Board about it.

17 47. Unbeknownst to Tobin or Leidy, the HOA Board did approve Leidy's request at
18 their 3/27/14 meeting that was closed to owners based on the HOA Board's misapplication and
19 misunderstanding of the law.

20 48. On 3/28/14 RRFS attached a ledger to its 3/28/14 pay-off demand to Chicago
21 Title on the RRRI escrow that shows that the HOA Board had approved a \$400 reduction.
22
23
24
25
26
27
28

1 49. Before approving the RRRI offer, NSM, on 4/18/14, required that Tobin put the
2 Subject Property on a public internet auction in order to validate whether the \$340,000 RRRI
3 cash offer was truly at market value.

4 50. The property was listed for public auction on www.auction.com from 5/4/14-
5 5/8/14 at which time Tobin accepted a \$367,500 offer from high bidder MZK Properties
6 (\$350,000 plus \$17,500 buyer's premium).

7 51. On 6/2/14, the Ombudsman logged that notice had been received by the
8 Ombudsman on 5/15/14 that the HOA sale was canceled and the "owner retained".
9

10 52. The Ombudsman closed the 2/12/14 Notice of Sale compliance tracking as no
11 new notice of sale was published prior to the 8/15/14 sale and no foreclosure deed was delivered
12 to the Ombudsman as mandated by NRS 116.31164 (3)(b) (2013).
13

14 53. On 5/22/14, the RRRI escrow was canceled and RRRI's earnest money deposit
15 was returned.

16 54. On 5/28/14 Veronica Duran, NSM's negotiator, sent Leidy a message through the
17 Equator System that "\$1,100 is the max I can pay to the HOA" referring to the escrow opened
18 5/8/14 for the MZK \$367,500 deal.
19

20 55. RRFS did not inform the HOA board that the servicing bank had offered to pay
21 one-year of assessments to close escrow on the MZK \$367,500 sale.

22 56. RRFS presented to the HOA Board a misrepresentation of the bank's super-
23 priority tender, by mischaracterizing SCA 302 as a request for waiver from the deceased owner.
24

25 57. RRFS falsified the documents disclosed in SCA which purported to have sent
26 notice to Tobin at her address and to the property address notifying her of the non-existent HOA
27 Board decision to a nonexistent request for a waiver. Tobin did not receive any notice from
28

1 RRFS after the 02/12/14 Notice of Sale scheduled for 03/07/14 that was cancelled with the
2 Ombudsman.

3 58. On 7/24/14 NSM told Leidy that the beneficiary did not approve the MZK deal
4 and to put the property back on the market for \$390,000, but Leidy informed them that he was
5 required to get Tobin's signature.
6

7 59. Tobin demanded by email to Leidy and in person to BHHS managing broker
8 Carlos Ciapa to know the name of the recalcitrant beneficiary of the Hansen Deed of Trust, but
9 NSM refused to identify the beneficiary.
10

11 60. On 7/25/14 Leidy posted a notice on the MLS that the Subject Property was back
12 on the market after being refused by the beneficiary and should close quickly as "all the other
13 liens were worked out".

14 61. On 7/26/14 Blum offered \$358,800, and NSM said to counter with \$375,000,
15 which Tobin reluctantly did on 8/1/14.
16

17 62. On 8/13/14 the HOA sent a Notice of Fines for \$25.00 to Gordon Hansen
18 addressed to 2664 Olivia Heights (Tobin's residence), for dead plants.

19 63. On 8/15/14, the Subject Property was sold in foreclosure sale by RRFS without
20 any notice to any party with a known interest; Upon information and belief, no notice was given
21 to RRRI, MZK, Blum, Tobin, Leidy, or Ticor Title. It is unknown whether NSM or Chicago title
22 were informed, or if so, why they would not have prevented the sale.
23

24 64. Tobin was given no notice of any SCA Board meeting at which the decision to
25 foreclose was made.

26 65. Tobin was given none of the due process that is required by the HOA governing
27 documents and NRS 116.
28

1 66. Non-party, Thomas Lucas (hereinafter “Lucas”), was the Manager for
2 Opportunity Homes, LLC, through which Lucas claimed to have purchased the Subject Property
3 for \$63,100 at an home owner association (hereinafter “HOA”) foreclosure sale on 8/15/14.
4 Lucas held a deed to the property, recorded on 8/22/14, in which he took title in the name of non-
5 party Opportunity Homes, LLC.
6

7 67. On the Declaration of Value form, mandated to be recorded with all deeds,
8 Thomas Lucas stated under penalty of perjury, that the property value on that day was \$353,529.

9 68. Lucas paid \$1,801 in Real Property Transfer Tax (hereinafter “RPTT”) and did
10 not request an exemption.
11

12 69. Six months and one day later, Thomas Lucas recorded that he received an RPTT
13 refund on which the Clerk had noted the exemption #3, “Proof of notification of HOA
14 foreclosure” that was allegedly provided on that later date. Upon information and belief, the
15 “proof of notice” was not recorded with the deed because it did not exist.
16

17 70. Although Thomas Lucas had recorded a deed as Opportunity Homes LLC on
18 8/22/14, Sun City Anthem’s (hereinafter “SCA”) Resident Transaction Report contains no entry
19 to indicate that either Thomas Lucas or Opportunity Homes LLC ever owned the property, paid a
20 new owner set up fee or paid the Asset Enhancement Fee, one-third of one-percent of the
21 purchase price, that is mandated by SCA’s CC&Rs 8.12.
22

23 71. Thomas Lucas is a licensed Real Estate Agent and works under the broker license
24 of Berkshire Hathaway Broker Forrest Barbee with whom Nona Tobin, Successor Trustee of the
25 GBH Trust, had a contract from 2/20/14 – 10/31/14 with the exclusive right to sell the subject
26 property.
27

28 72. Real estate licensee Thomas Lucas never listed the Subject Property for sale.

1 73. On 6/4/15, Public Notary Debra Batesel, witnessed Thomas Lucas’s signature on
2 a purported purchase agreement and a quit claim deed that transferred Opportunity Homes
3 LLC’s interest in the property for One Dollar to non-party, F. Bondurant LLC.

4 74. On 6/9/15, at 12:58 PM, non-party Robert Goldsmith, a Nevada real estate agent,
5 recorded the Opportunity Homes to F. Bondurant LLC deed (hereinafter “Bondurant Deed”).

6 75. The Nevada State Declaration of Value on the Bondurant Deed dated 06/09/15
7 stated the property’s RPTT value was \$270,000, but there is no signature under penalty of
8 perjury attesting to that value.

9 76. Non-party, Yuen K. Lee, executed a quit claim deed to transfer the interest of F.
10 Bondurant LLC, if any, to Defendants Joel A. and Sandra Stokes, as trustees of Jimijack
11 Irrevocable Trust for One Dollar on 06/08/15.

12 77. Yuen K. Lee, not Lucas, allegedly executed the deed on 6/8/15 that transferred F.
13 Bondurant LLC’s title to Jimijack, but there is no known notary record of it.

14 78. CluAynne M. Corwin, Nevada Notary affixed her notary stamp and attested to the
15 statement that Thomas Lucas stood before her and signed the 06/08/15 Jimijack deed which was
16 recorded on 6/09/15.

17 79. However, there is no entry in Corwin’s notary journal that the notarial act of
18 witnessing that the execution of the Jimijack deed by Lee occurred.

19 80. Defendants Joel A. and Sandra Stokes’, as trustees of Jimijack Irrevocable Trust,
20 only recorded claim to the Subject Property is the defective deed executed by Yuen K. Lee, as if
21 he were Thomas Lucas on 6/8/15.

1 81. Contradicting the flawed Jimijack deed, the HOA's Resident Transaction Report
2 documents that Jimijack became the immediate subsequent owner, after the GBHT, of the
3 property on 9/25/14 when a new owner set-up fee was assessed.

4 82. Non-party, Realtor Robert Goldsmith, recorded the Jimijack deed on 6/9/15 at
5 1:06 PM, minutes after recording the F. Bondurant LLC deed.

6 83. On 6/16/15 Joel A. and Sandra Stokes, as trustees of Jimijack Irrevocable Trust
7 listed the property for sale using non-party, Realtor Robert Goldsmith, working under URBAN
8 Broker, as their agent. Jimijack leased the Subject Property and retained these funds despite the
9 issues with title.
10

11 84. On 6/16/15 Joel A. and Sandra Stokes, as trustees of Jimijack Irrevocable Trust
12 filed a complaint, seeking to quiet title in the Subject Property, Case No. A-15-720032-C in the
13 Eighth Judicial District Court, against Bank of America (BANA) and Sun City Anthem (SCA),
14 Defendants.
15

16 85. Jimijack had five claims for relief but never served SCA.
17

18 86. BANA never responded to the complaint, possibly because it was served on
19 BANA, a national banking association, and not on BAC Home servicing, successor to
20 countrywide, the actual entity that serviced the disputed Hansen deed of trust from an unknown
21 date to 11/30/13.

22 87. BANA never responded to the complaint, possibly because BANA did not have a
23 recorded claim when Jimijack filed suit. BANA was the servicing bank that had one recorded
24 claim, immediately disavowed, to be the beneficiary of the disputed Hansen Deed of Trust, that
25 was on record from 4/12/12 to 9/9/14 when BANA recorded an assignment of its interest, if any,
26 to Wells Fargo.
27
28

1 88. A Judgment of Default was filed against BANA, but not entered, by Jimijack on
2 10/23/15 and recorded on 12/1/15.

3 89. Jimijack accepted an offer to purchase the Subject Property from Jesse James and
4 close of escrow was anticipated to be 10/16/15.

5 90. NSM became the servicing bank for the Hansen Deed of Trust on 12/1/13. BANA
6 transferred its servicing responsibilities to NSM immediately after refusing to accept Tobin's
7 offer to turn the title to the property over to BANA rather than tolerate any more of BANA's
8 abusive practices.
9

10 91. BANA never recorded a notice of default or took any of the steps required under
11 NRS Chapter 107 to foreclose on the property even though the Hansen Deed of Trust was in
12 default from January, 2012 due to the death of the borrower.
13

14 92. BANA actions and inactions prevented Tobin, the executor of the Hansen estate,
15 the trustee of Hansen Trust, and the beneficiary of the Trust and beneficial owner of the Real
16 Property, from selling the Subject Property at fair market value.
17

18 93. Tobin recorded Hansen's disclaimer of interest on 3/31/17, along with the
19 disclaimers of other non-parties, Thomas Lucas dba Manager, Opportunity Homes, LLC, and
20 Yuen K. Lee dba Manager, F. Bondurant, LLC.

21 94. Several lis pendens were recorded against the Subject Property:

22 a. On 1/13/16 NSM recorded a lis pendens which was on record until 7/10/19 when
23 it was released by NSM;
24

25 b. On 6/7/16 NSM recorded a lis pendens which was on record until 5/28/19 when
26 released by Jimijack;
27
28

1 c. On 5/6/19 Tobin/GBH Trust recorded a lis pendens which expunged by the
2 6/24/19 trial order against GBH Trust, currently on appeal;

3 d. On 8/8/19 Tobin, individually, recorded a lis pendens which was expunged by
4 court order on 11/22/19, because Tobin was ruled to be in the 2015 lawsuit only on behalf of the
5 GBH Trust, not individually;

6 e. On 8/14/19 Tobin/GBH Trust recorded two lis pendens; one for this lawsuit and
7 one for the Nevada Supreme Court Appeal No. 79295 of case No. A-15-720032-C consolidated
8 with A-16-730078-C. Both are still on record with the Clark County Recorder.
9

10 95. All 2019 recorded claims by Jimijack, Joel Stokes, NSM and their assignees and
11 successors were done while Tobin's and the GBH Trust's Lis Pendens were on the record.
12

13 96. By virtue of recording a title transfer from Jimijack to Joel Stokes on 5/1/19, none
14 of the parties whose claims were supposedly resolved at the 6/5/19 trial in Case No. A-15-
15 720032-C held a current and valid recorded interest at that time.

16 97. Tobin's individual claims, as sole beneficiary of the GBH Trust, to the Subject
17 Property have never been adjudicated, as she attempted to participate, but was excluded, as an
18 individual in Case No. A-15-720032-C.
19

20 98. On 12/27/19, Defendant Joel Stokes sold the Subject Property to the Chiesti
21 defendants for \$505,000, after renting out the property for almost five years, keeping the rents
22 and the profits.

23 99. Upon information and belief, Joel Stokes did not disclose to the Chiesti or
24 Quicken Defendants that there are two Tobin Lis Pendens, dated 8/14/19, on record related to
25 this case and to the GBH Trust appeals of Case No. A-15-720032-C.
26
27
28

1 100. Upon information and belief, the Driggs title company that handled the Chiesti-
2 Stokes-Quicken escrow issued title insurance, based on a defective Property profile, which failed
3 to show the pending lawsuit and notices of current lis pendens.

4 101. RRFS is currently holding \$57,282.32 in excess proceeds from the foreclosure
5 sale that belong to Tobin.
6

7
8 **FIRST CAUSE OF ACTION**
9 **QUIET TITLE AGAINST ALL DEFENDANTS**

10 102. Tobin repeats and realleges each and every allegation contained in paragraphs 1
11 through 101 inclusive.

12 103. The foreclosure sale was improper and the deeds conveying title to the Subject
13 Property from the GBH Trust and from Nona Tobin to every subsequent person or entity are
14 void and unenforceable.

15 104. Tobin has a superior interest in the Subject Property than all defendants and title
16 to the Subject Property should be restored to reflect the parties' true interests in the Subject
17 Property.
18

19 105. The Chiesti deed from Stokes is void as all defendants were on notice of the lis
20 pendens' and Tobin's claims to the Subject Property when the Chiesti defendants purportedly
21 purchased the Subject Property.
22

23 106. As such the Subject Property should be quieted in Tobin's name.

24 **SECOND CAUSE OF ACTION**
25 **UNJUST ENRICHMENT/EQUITY AGAINST CHIESTI'S, STOKES', JIMI JACK, RED**
26 **ROCK FINANCIAL SERVICES, AND NATIONSTAR MORTGAGE**

27 107. Tobin repeats and realleges each and every allegation contained in paragraphs 1
28 through 106 inclusive.

1 108. Defendants have benefitted financially from their actions and inactions to the
2 detriment of Tobin and the defendants have acted without equity with regards to Tobin's rights
3 in the Subject Property.

4 109. As such, it would be unjust for Defendants to benefit at the expense of Tobin and
5 therefore they should be disgorged of their improper gain.

6 110. Specifically, ownership and possessory rights belonging to Tobin have been
7 deprived by defendants and the excess proceeds of the unlawful foreclosure sale, and the profits
8 derived from the rental, transfer and sale of the Subject Property after the foreclosure sale
9 should be awarded to Tobin.
10

11 111. Tobin claims that the Subject Property should be held in a constructive trust for
12 Tobin according to equity and that she has suffered damages and losses due to the defendants'
13 unjust enrichment in an amount in excess of \$15,000.
14

15 **THIRD CAUSE OF ACTION**
16 **DECLARATORY RELIEF AS TO ALL DEFENDANTS**

17 112. Tobin repeats and realleges each and every allegation contained in paragraphs 1
18 through 111 inclusive.

19 113. Defendants had notice of Tobin's interest in the Subject Property prior to
20 transferring title, holding a foreclosure sale and recording their interests.
21

22 114. Defendants knew, or should have known, that their interests were inferior to, or
23 subject to, Tobin's superior claims.

24 115. The actions and inactions of defendants as outlined above show that Tobin is the
25 owner of the Subject Property, and not defendants.
26

27 116. Tobin seeks a declaration from the Court that the transfers of ownership and
28 encumbrances after the transfer from the GBH Trust to the present title are void and

1 unenforceable.

2 117. Tobin seeks a declaration from the Court that Tobin is the rightful beneficial
3 owner of the Subject Property, or alternatively that the financial benefits derived by the
4 defendants belong to Tobin.
5

6 **PRAYER FOR RELIEF**

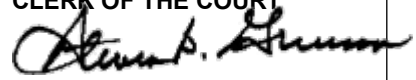
7 WHEREFORE, Plaintiff Nona Tobin prays for judgment as follows:

- 8 1. That the Court quiet title to the Subject Property in Tobin's name;
- 9 2. That Tobin be awarded damages in equity in excess of \$15,000.00 plus interest,
10 fees, and costs;
- 11 3. That the Court issue a declaration that the transfers of ownership and
12 encumbrances after the transfer from the GBH Trust to the present title are void and
13 unenforceable and that Tobin is the rightful beneficial owner of the Subject Property, or
14 alternatively that the financial benefits derived by the defendants belong to Tobin.
15
- 16 4. For an award of reasonable costs of suit;
- 17 5. For an award of reasonable attorney's fees by statute and as special damages;
- 18 6. For pre-judgment and post-judgment interest; and
- 19 7. For such other and further relief as the Court may deem just and proper under the
20 law and equity.
21

22 Dated this 3rd day of June, 2020,
23

24 THOMSON LAW PC

25 */s/John W. Thomson*
26 JOHN W. THOMSON, ESQ.
27 Nevada Bar No. 5802
28 2450 St. Rose Parkway, Suite 120
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Attorney for Plaintiff Nona Tobin



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5 Nevada Bar No. 7562
6 ELIZABETH E. ARONSON, ESQ.
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15 earonson@mauricewood.com

16 Attorneys for Defendants,
17 BRIAN CHIESI AND DEBORA CHIESI,
18 erroneously sued as Brian Chiesti and Debora
19 Chiesti, and QUICKEN LOANS INC.

20 **DISTRICT COURT**
21 **CLARK COUNTY, NEVADA**

22 * * *

23 NONA TOBIN, an individual,
24 Plaintiff,

25 vs.

26 BRIAN CHIESTI, an individual; DEBORA
27 CHIESTI, an individual; QUICKEN LOANS
28 INC.; JOEL A. STOKES, an individual;
SANDRA STOKES as Trustees of JIMI
JACK IRREVOCABLE TRUST; JIMI
JACK IRREVOCABLE TRUST; NATION
STAR MORTGAGE LLC; RED ROCK
FINANCIAL SERVICES; DOES I through
X inclusive; and ROE CORPORATIONS
I through V, inclusive,
Defendants.

CASE NO. A-19-799890-C

DEPT NO. 22

**BRIAN AND DEBORA CHIESI AND
QUICKEN LOAN INC.'S JOINDER
TO DEFENDANT RED ROCK
FINANCIAL SERVICES' MOTION
TO DISMISS PLAINTIFF'S
AMENDED COMPLAINT**

Hearing Date: July 28, 2020

Hearing Time: 8:30 a.m.

*[filed concurrently with Request for
Judicial Notice]*

COME NOW, Defendants, Brian Chiesi and Debora Chiesi (collectively, "Chiesis"), erroneously sued as Brian Chiesti and Debora Chiesti, and Quicken Loans Inc. (together with the Chiesis, "Chiesi Defendants"), by and through their attorneys of record, MAURICE WOOD, and hereby file their Joinder to Red Rock Financial Services' ("Red Rock") Motion to Dismiss Plaintiff's Amended Complaint.

MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

1 This Joinder is made and based on the Points & Authorities herein, any pleadings on file
2 with the Court and any oral argument which this Court may choose to entertain.

3 **POINTS AND AUTHORITIES**

4 **I.**

5 **INTRODUCTION**

6 Plaintiff Nona Tobin (“Tobin”), both in her individual capacity and in her capacity as
7 trustee of the Gordon B. Hansen Trust, has been attempting to set aside the August 15, 2014 NRS
8 Chapter 116 foreclosure sale (“HOA Foreclosure”) of 2763 White Sage Drive, Henderson, Nevada
9 89052 (“Property”) for years. Specifically, on January 31, 2017, and February 1, 2017, Tobin, in
10 her capacity as Trustee of the Gordon B. Hansen Trust, filed three pleadings in the matter of Joel
11 A. Stokes and Sandra F. Stokes, trustees of the Jimijack Irrevocable Trust vs. Bank of America et
12 al., Case No. A-15-720032-C (“Quiet Title Litigation”): (1) “Nona Tobin’s Crossclaim for Quiet
13 Title Against Sun City Anthem Community Association, Inc.”; (2) “Nona Tobin’s Answer to
14 Plaintiff’s Complaint and Counterclaim”; and (3) “Nona Tobin’s Crossclaim Against Thomas
15 Lucas d/b/a Opportunity Homes, LLC” (collectively, “Tobin’s Quiet Title Claims”). In the Quiet
16 Title Litigation, like here, Tobin asserted that the HOA Foreclosure was void and that various
17 parties were allegedly unjustly enriched by the HOA Foreclosure.

18 With regard to the claims asserted in the Quiet Title Litigation against the HOA, Judge
19 Kishner determined that the HOA properly followed the processes and procedures of NRS Chapter
20 116 for the HOA Foreclosure. On that basis, summary judgment was entered in favor of the HOA.
21 With regard to the counterclaim, following a bench trial, Judge Kishner entered judgment in favor
22 of the Jimijack Irrevocable Trust finding: (1) issue and claim preclusion, and the doctrine of the
23 law of the case precluded all claims against the Jimijack Irrevocable Trust as each claim was
24 contingent upon a finding that the HOA Foreclosure was void; and (2) even if the claims were not
25 barred by issue and claim preclusion, the counterclaims failed based on Tobin’s own trial
26 testimony in which she acknowledged the house had been subject to multiple short sales, the Trust
27 was in default with the lender and the HOA, and Tobin had received the Notice of Foreclosure
28 Sale. The Orders entered by Judge Kishner in the Quiet Title Litigation constitute a final judgment.

1 The final judgment in the Quiet Title Litigation was appealed to the Nevada Supreme Court
2 and remains pending. Rather than seeking a stay of the judgment pending appeal, Tobin filed this
3 new action, asserting the same claims that were previously rejected by Judge Kishner's final
4 judgment.

5 As set forth in Red Rock's Motion, and as will be demonstrated below, Tobin's claims here
6 are barred by issue preclusion and claim preclusion which act to bar further claims by parties *or*
7 *their privies* based on claims that were or could have been raised in the initial case. Accordingly,
8 Tobin's Amended Complaint should be dismissed with prejudice and this Court should award
9 Defendants their attorney's fees pursuant to NRS 18.010(2)(b) to deter Tobin from her ongoing
10 pattern of vexatious litigation.

11 **II.**

12 **STATEMENT OF FACTS RELEVANT TO THE CHIESI DEFENDANTS**

13 **A. Tobin is in privity with the Hansen Trust**

14 In 2003, Gordon B. Hansen and Marilyn Hansen purchased the Property for \$388,311. See
15 Request for Judicial Notice ("RJN"), Exhibit 1. On June 11, 2004, Marilyn Hansen transferred
16 her interest in the Property to Gordon Hansen. See RJN Exhibit 2. On July 22, 2004, Gordon
17 Hansen obtained a loan secured by the Property. See Amended Complaint ¶13(b).

18 On August 27, 2008, Gordon Hansen transferred the Property to the Gordon B. Hansen
19 Trust ("Hansen Trust"). See RJN Exhibit 3.

20 In 2012, Mr. Hansen died. At the time of Mr. Hansen's death, two loans secured by the
21 Property had balances in excess of the Property's fair market value (the first loan had an
22 outstanding balance of \$389,000 and the second loan had an outstanding balance of \$15,000). See
23 Amended Complaint ¶13(a)-(b).

24 In 2012, the Hansen Trust defaulted on the HOA assessments for the Property. See RJN,
25 Exhibit 4 (Finding of Fact No. 4).

26 On October 3, 2012, Tobin sent a letter to the HOA informing the HOA that Gordon
27 Hansen passed away ("Tobin Letter"). See RJN, Exhibit 4 (Finding of Fact No. 7). The Tobin
28 Letter acknowledged that the HOA assessments were delinquent and advised the HOA that Tobin

1 was attempting to short sell the Property. The Tobin Letter also advised the HOA that no further
2 assessments would be paid during the short sale process. See RJN, Exhibit 4 (Finding of Fact No.
3 9). No further HOA assessments were paid after the Tobin Letter. See RJN, Exhibit 4 (Finding of
4 Fact No. 10). The HOA thereafter properly followed the processes and procedures in foreclosing
5 upon the Property in accordance with NRS Chapter 116. See RJN, Exhibit 4 (Conclusion of Law
6 No. 11).

7 The HOA Foreclosure took place on August 15, 2014, whereby the HOA, through its agent
8 Red Rock, sold the Property to Thomas Lucas representing Opportunity Homes, LLC for \$63,100.
9 See RJN, Exhibit 4 (Finding of Fact No. 30).

10 On August 22, 2014, a foreclosure deed was recorded transferring title to the Property to
11 Opportunity Homes, LLC. See RJN Exhibit 5.

12 On June 9, 2015, Opportunity Homes, LLC transferred its interest in the Property to F.
13 Bondurant, LLC. See RJN Exhibit 6.

14 On June 9, 2015, F. Bondurant, LLC transferred its interest in the Property to Joel A. Stokes
15 and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (“Jimijack”). See RJN Exhibit
16 7. On June 16, 2015, Jimijack initiated the Quiet Title Litigation.

17 On November 15, 2016, Tobin in her capacity as Trustee of the Gordon B. Hansen Trust,
18 filed a Motion to Intervene in the Quiet Title Litigation. See RJN Exhibit 8.

19 On January 11, 2017, the Order Granting Applicant Nona Tobin’s Motion to Intervene was
20 entered in the Quiet Title Litigation. See RJN Exhibit 9.

21 On January 31, 2017, Tobin, in her capacity as Trustee of the Gordon B. Hansen Trust,
22 filed a document entitled “Nona Tobin’s Crossclaim for Quiet Title Against Sun City Anthem
23 Community Association, Inc.” See RJN Exhibit 10.

24 On February 1, 2017, Tobin, in her capacity as Trustee of the Gordon B. Hansen Trust,
25 filed a document entitled “Nona Tobin’s Answer to Plaintiff’s Complaint and Counterclaim”. See
26 See RJN Exhibit 11.

1 On February 1, 2017, Tobin, in her capacity as Trustee of the Gordon B. Hansen Trust,
2 filed a document entitled “Nona Tobin’s Crossclaim Against Thomas Lucas d/b/a Opportunity
3 Homes, LLC”. See RJN Exhibit 12.

4 Despite the fact that the valid HOA Foreclosure extinguished the Gordon B. Hansen Trust’s
5 interest in the Property, on March 28, 2017, Nona Tobin, in her capacity as the trustee of the
6 Gordon B. Hansen Trust, recorded a wild deed, purporting to transfer the Property to Nona Tobin
7 by Quitclaim Deed. See RJN, Exhibit 13. The Quitclaim Deed to Tobin constitutes a “wild” deed
8 (i.e., a deed outside the chain of title (see Snow v. Pioneer Title Ins. Co., 84 Nev. 480, 444 P.2d
9 125 (Nev. 1968))), as, at the time the Quitclaim Deed was recorded, the Gordon B. Hansen Trust’s
10 interest in the Property had already been extinguished as a result of the valid HOA Foreclosure
11 conducted nearly three years earlier. See RJN, Exhibit 4 (Conclusion of Law No. 11).

12 There is no question that Nona Tobin, in her individual capacity, is in privity with the
13 Gordon B. Hansen Trust, as the Quitclaim Deed purports to transfer any interest the Gordon B.
14 Hansen Trust had in the Property to Nona Tobin, individually. Bower v. Harrah's Laughlin, Inc.,
15 125 Nev. 470, 481, 215 P.3d 709, 718 (Nev. 2009)(A person is in privity with another if the person
16 acquired an interest in the subject matter affected by the judgment through one of the parties such
17 as by inheritance, succession, or purchase).

18 On April 17, 2019, Judge Kishner entered her Findings of Fact, Conclusions of Law and
19 Order on Cross-Defendant Sun City Anthem Community Association’s Motion to Summary
20 Judgment (“Quiet Title Order”). See RJN Exhibit 4. Judge Kishner’s Quiet Title Order includes
21 detailed factual findings with regard to the HOA Foreclosure. Judge Kishner found:

22 HOA has met its burden in establishing that there is no genuine issue
23 of material fact and that it is entitled to summary judgment. Tobin
24 has failed to meet her burden in opposing the Motion . . . The totality
of the facts evidence that the HOA properly followed the processes
and procedures in foreclosing upon the Property.

25 See RJN Exhibit 4 (Conclusion of Law No. 11).

26 Judge Kishner thereafter conducted a bench trial to resolve the only remaining claims in
27 the Quiet Title Litigation – the Counterclaims asserted by the Hansen Trust in the Answer and
28 Counterclaim. See RJN Exhibit 14, n.1. Following the bench trial, Judge Kishner entered judgment

1 in favor of the Jimijack finding that issue and claim preclusion, and the doctrine of the law of the
2 case precluded all claims against Jimijack as each claim was contingent upon a finding that the
3 HOA Foreclosure was void. See id. at Conclusion of Law Nos. 1-4. Because the Court had already
4 determined in its Quiet Title Order that the HOA Foreclosure followed the processes and
5 procedures of NRS Chapter 116, the Court found that none of the remaining claims could stand
6 against the Jimijack as Jimijack acquired title to the Property through the purchaser at the valid
7 HOA Foreclosure. In addition, the Court found that even if the claims were not barred by issue
8 and claim preclusion, the Counterclaims failed based on Tobin’s own trial testimony in which she
9 acknowledged the house had been subject to multiple short sales, the Trust was in default with the
10 lender and the HOA, and Tobin had received the Notice of Foreclosure Sale. Id. at Conclusion of
11 Law No. 5.

12 On July 24, 2019, the Judgment was recorded in the Official Records of Clark County,
13 Nevada. Id.

14 **B. The Chiesi Defendants are in privity with Jimijack**

15 On May 1, 2019, Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack
16 Irrevocable Trust, transferred the Property to Joel A. Stokes. See RJN Exhibit 15. Thereafter, on
17 December 27, 2019, Joel Stokes sold the Property to the Chiesis for \$505,000. See RJN Exhibit
18 16. To finance their purchase of the Property the Chiesis obtained a \$353,500 loan from Quicken
19 Loans, Inc. See RJN Exhibit 17. Having acquired their interest in the Property from Joel Stokes,
20 the Chiesi Defendants are in privity with a party to the Quiet Title Litigation. Bower v. Harrah's
21 Laughlin, Inc., 125 Nev. 470, 481, 215 P.3d 709, 718 (Nev. 2009)(A person is in privity with
22 another if the person acquired an interest in the subject matter affected by the judgment through
23 one of the parties such as by inheritance, succession, or purchase). Tobin’s Amended Complaint
24 does not allege – nor is there any evidence to suggest – that the Chiesi Defendants’ purchase of
25 the Property was not at arm’s length, for fair market value. The Chiesi Defendants purchased the
26 Property (and in the case of the lender, lent money secured by the Property) in good faith, for
27 valuable consideration. Tobin’s assertion of an interest in the Property by way of the wild deed
28

1 fails as a matter of law. See Snow v. Pioneer Title Ins. Co., 84 Nev. 480, 444 P.2d 125 (Nev.
2 1968).

3 III.

4 STANDARD OF REVIEW

5 Pursuant to NRCPC 12(b)(5), dismissal of a claim is appropriate if it appears with certainty
6 that a plaintiff can prove no set of facts which would entitle him or her to relief under the claim.
7 Edgar v. Wagner, 101 Nev. 226, 228, 699 P.2d 110, 112 (Nev. 1985). In making this
8 determination, all allegations pled must be accepted as true. Capital Mortgage Holding v. Hahn,
9 101 Nev. 314, 705 P.2d 126 (Nev. 1985). The test for determining whether the allegations are
10 sufficient to assert a claim for relief is whether the allegations give fair notice of the nature and
11 basis of a legally sufficient claim and the relief requested. See Riviera v. City of Reno, 100 Nev.
12 68, 70, 675 P.2d 407, 408 (Nev. 1984). The allegations in the complaint must be legally sufficient
13 to constitute the elements of the claim asserted. See Malfabon v. Garcia, 111 Nev. 793, 796, 898
14 P.2d 107, 108 (Nev. 1995). Where the plaintiff has failed to state the necessary elements of the
15 predicate claim, or has pled a claim which is legally barred as pled, the plaintiff fails to state a
16 claim upon which relief can be granted pursuant to Rule 12(b)(5), and the claim must be dismissed.
17 See Hale v. Burkhardt, 104 Nev. 632, 764 P.2d 866 (Nev. 1988). Whether claim preclusion is
18 available is a question of law. G.C. Wallace, Inc. v. Eighth Judicial Dist. Court, 127 Nev. 701,
19 705, 262 P.3d 1135, 1137 (Nev. 2011).

20 As will be demonstrated below, Tobin's Amended Complaint fails to state a claim against
21 the Chiesi Defendants upon which relief may be granted. Accordingly, dismissal is required under
22 NRCPC 12(b)(5).

23 IV.

24 ARGUMENT

25 **A. Tobin's Amended Complaint is barred by claim preclusion.**

26 In 2008, the Nevada Supreme Court clarified Nevada law regarding *res judicata* and
27 collateral estoppel, adopting the modern terminology of claim and issue preclusion respectively,
28 and establishing separate tests for each. See Five Star Capital Corp. v. Ruby, 124 Nev. 1048, 194

1 P.3d 709 (2008). The Five Star Court set forth a three-part test for determining whether claim
2 preclusion should apply: (1) the parties *or their privies* are the same; (2) the final judgment is valid;
3 and (3) the subsequent action is based on the same claims or any part of them that were or could
4 have been brought in the first case. Id. at 1054, 194 P.3d at 713. The majority of state and federal
5 courts utilize these three factors. Id. at 1054, 194 P.3d at 713. Claim preclusion generally applies
6 to all grounds of recovery, regardless of the nature or category of damages request. Id. At 1058,
7 194 P.3d at 715. A policy-driven doctrine, claim preclusion is designed to promote finality of
8 judgments and judicial efficiency by requiring a party to bring all related claims against its
9 adversary in a single suit, on penalty of forfeiture. Id. “[A]ll claim based on the same facts and
10 alleged wrongful conduct that were or could have been brought in the first proceeding are subject
11 to claim preclusion.” G.C. Wallace, 127 Nev. 701, 707, 262 P.3d 1135, 1139 (Nev. 2011)(finding
12 that because a tenant’s default gave rise to both a landlord’s summary eviction as well as the
13 landlord’s later damages for breaching the lease, the two actions were based upon an identical set
14 of facts that could have been brought simultaneously). Here, each of the three Five-Star factors
15 are met such that this Court should dismiss Tobin’s Amended Complaint.

16 **1. The parties or their privies are the same.**

17 Even though Nona Tobin did not have a record interest in the Property at the time she
18 moved to intervene in the Quiet Title Litigation, there is no question that Nona Tobin, in her
19 individual capacity, is in privity with the Gordon B. Hansen Trust, as the Quitclaim Deed purports
20 to transfer any interest the Gordon B. Hansen Trusts had in the Property to Nona Tobin,
21 individually. Bower v. Harrah's Laughlin, Inc., 125 Nev. 470, 481, 215 P.3d 709, 718 (Nev.
22 2009)(A person is in privity with another if the person acquired an interest in the subject matter
23 affected by the judgment through one of the parties such as by inheritance, succession, or
24 purchase). See RJN, Exhibit 13. Although the Quitclaim Deed to Tobin constitutes a “wild” deed
25 (i.e., a deed outside the chain of title (see Snow v. Pioneer Title Ins. Co., 84 Nev. 480, 444 P.2d
26 125 (Nev. 1968))), Tobin is nonetheless bound by the final judgment entered against the Gordon
27 B. Hansen Trust. Bower v. Harrah's Laughlin, Inc., 125 Nev. 470, 481, 215 P.3d 709, 718 (Nev.
28 2009).

1 **2. The final judgment is valid.**

2 The Quiet Title Litigation resulted in a final judgment entered on June 24, 2019. See RJN,
3 Exhibit 14. Before entry of the final judgment, Tobin, in her capacity as trustee, appealed. Rather
4 than seeking a stay of the judgment pending appeal, Tobin filed this new action, asserting the same
5 claims that were previously rejected by Judge Kishner’s final judgment. Regardless, a judgment
6 on appeal retains its preclusive effect for purposes of both claim and issue preclusion. See Edwards
7 v. Ghandour, 123 Nev. 105, 117, 159 P.3d 1086, 1094 (Nev. 2007), disagreed with on other
8 grounds in Five Star, 124 Nev. at 1053-54, 194 P.3d at 712-13.

9 **3. The subsequent action is based on the same claims.**

10 Issue preclusion may be applicable “even though the causes of action are substantially
11 different, if the same fact issue is presented.” LaForge v. State, University System, 116 Nev. 415,
12 420, 997 P.2d 130,134 (Nev. 2000)(citing Clark v. Clark, 80 Nev. 52, 56, 389 P.2d 69, 71 (1964)).
13 The court in the prior action must have addressed and decided the same underlying factual issues.
14 Id.

15 Here, while the claims for relief have been restated, the issue presented in the Amended
16 Complaint is the same issue that was previously fully adjudicated in the Quiet Title Litigation, i.e.,
17 whether the HOA Foreclosure was proper. Compare RJN Exhibits 10-12 with the Amended
18 Compliant in this action. In both of the Orders entered in the Quiet Title Litigation, Judge Kishner
19 considered, and rejected as futile, Tobin’s attempt to challenge the validity of the sale – based on
20 Tobin’s own letter and trial testimony. See RJN, Exhibits 4 and 14.

21 By filing a second complaint regarding the same transaction that was involved in the Quiet
22 Title Litigation, Tobin is impermissibly attempting to have this Court substitute its judgment for
23 that of Judge Kishner – and worse the Nevada Supreme Court’s review of the Quiet Title
24 Litigation. Tobin’s Amended Complaint goes against the public policy reasons supporting claim
25 preclusion which is founded upon the “public policy of limiting litigation by preventing a party
26 who had one full and fair opportunity to litigate an issue from again drawing it into controversy.”
27 Bower v. Harrah’s Laughlin, Inc., 125 Nev. 37, 215 P.3d 709, 718 (Nev. 2009). Tobin has already
28 caused several of the Defendants to this action to needlessly incur thousands of dollars in attorney’s

1 fees defending against the frivolously filed Quiet Title Litigation. Now, Tobin also forces new
2 innocent purchasers to defend against her frivolous claims.

3 Tobin's Amended Complaint constitutes a pattern of harassing and vexatious litigation.
4 This is precisely the type of case that the public policy supporting claim preclusion is designed
5 to prevent. Accordingly, this Court should find that Tobin's Complaint is barred by the doctrine
6 of claim preclusion.

7 **B. This Court should award the Chiesi Defendants their attorney's fees incurred in**
8 **defense of Tobin's frivolous claims.**

9 When a claim is brought or maintained without reasonable ground, NRS 18.010(2)(b)
10 allows the Court to award the prevailing party its attorney's fees incurred in defending against the
11 groundless claims. NRS 18.010(2)(b) provides:

12 (2) In addition to the cases where an allowance is authorized by
13 specific statute, the court may make an allowance of attorney's fees
14 to a prevailing party:

15

16 (b) Without regard to the recovery sought, when the court finds that
17 the claim, counterclaim, cross-claim or third-party complaint or
18 defense of the opposing party **was brought or maintained without**
19 **reasonable ground or to harass the prevailing party. The court**
20 **shall liberally construe the provisions of this paragraph in favor**
21 **of awarding attorney's fees in all appropriate situations.** It is the
22 intent of the Legislature that the court award attorney's fees pursuant
23 to this paragraph and impose sanctions pursuant to Rule 11 of the
24 Nevada Rules of Civil Procedure in all appropriate situations to
25 punish for and deter frivolous or vexatious claims and defenses
26 because such claims and defenses overburden limited judicial
27 resources, hinder the timely resolution of meritorious claims and
28 increase the costs of engaging in business and providing
professional services to the public.

(emphasis added).

The Nevada Supreme Court has interpreted NRS 18.010(2)(b) to require the trial court to
determine whether a party had reasonable grounds for its claims or defenses. See Bergman v.
Boyce, 109 Nev. 670, 856 P.2d 560 (Nev. 1993)(finding that the trial court abused its discretion
in denying defendant's motion for attorney's fees where some of plaintiff's claims were
groundless). A claim is groundless if the claim is not supported by any credible evidence. Id. at
675, 856 P.2d at 563.

MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

1 Here, as set forth above, Tobin’s Amended Complaint is the latest in a pattern of harassing
2 and vexatious litigation. Although Judge Kishner previously denied the parties’ request for
3 sanctions, the Court did so “without prejudice.” Unless this Court imposes sanctions against Tobin
4 by requiring Tobin to reimburse the Chiesi Defendants for their attorney’s fees, Tobin will
5 continue to abuse the legal system by filing further frivolous and vexatious claims that overburden
6 the limited judicial resources of this Court, thereby hindering the timely resolution of meritorious
7 claims and increasing the costs of engaging in business and providing professional services to the
8 public. This is precisely the type of case the Nevada Legislature sought to deter by enacting NRS
9 18.010(2)(b). Accordingly, this Court should award the Chiesi Defendants their reasonable
10 attorney’s fees.

11 V.

12 **CONCLUSION**

13 As demonstrated above and as previously determined by Judge Kishner, Tobin’s claims
14 against the Chiesi Defendants find no support in fact or law. Accordingly, Tobin’s Amended
15 Complaint should be dismissed, with prejudice, and this Court should award the Chiesi Defendants
16 their attorney’s fees pursuant to NRS 18.010(2)(b) to deter Tobin from continuing her pattern of
17 vexatious litigation.

18 DATED this 6th day of July, 2020.

19 **MAURICE WOOD**

20
21 By /s/Brittany Wood

AARON R. MAURICE, ESQ.
Nevada Bar No. 006412
BRITTANY WOOD, ESQ.
Nevada Bar No. 007562
ELIZABETH E. ARONSON, ESQ.
Nevada Bar No. 14472
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134

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26 Attorneys for Defendants,
BRIAN CHIESI AND DEBORA CHIESI,
erroneously sued as Brian Chiesti and Debora
27 Chiesti, and QUICKEN LOANS INC.
28

MAURICE WOOD
9525 Hillwood Drive, Suite 140
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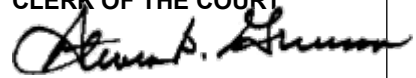
CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Maurice Wood, and that on the 6th day of July, 2020, I caused to be served a true and correct copy of the foregoing **BRIAN AND DEBORA CHIESI AND QUICKEN LOAN INC.'S JOINDER TO DEFENDANT RED ROCK FINANCIAL SERVICES' MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT** in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

/s/ Brittany Wood

An Employee of MAURICE WOOD



1 **RJFN**
2 AARON R. MAURICE, ESQ.
3 Nevada Bar No. 6412
4 BRITTANY WOOD, ESQ.
5 Nevada Bar No. 7562
6 ELIZABETH E. ARONSON, ESQ.
7 Nevada Bar No. 14472

8 **MAURICE WOOD**
9 9525 Hillwood Drive, Suite 140
10 Las Vegas, Nevada 89134
11 Telephone: (702) 463-7616
12 Facsimile: (702) 463-6224
13 E-Mail: amaurice@mauricewood.com
14 bwood@mauricewood.com
15 earonson@mauricewood.com

16 Attorneys for Defendants,
17 BRIAN CHIESI AND DEBORA CHIESI,
18 erroneously sued as Brian Chiesti and Debora
19 Chiesti, and QUICKEN LOANS INC.

20 **DISTRICT COURT**
21 **CLARK COUNTY, NEVADA**

22 * * *

23 NONA TOBIN, an individual,
24 Plaintiff,

25 vs.

26 BRIAN CHIESTI, an individual; DEBORA
27 CHIESTI, an individual; QUICKEN LOANS
28 INC.; JOEL A. STOKES, an individual;
SANDRA STOKES as Trustees of JIMI
JACK IRREVOCABLE TRUST; JIMI
JACK IRREVOCABLE TRUST; NATIONSTAR
MORTGAGE LLC; RED ROCK FINANCIAL
SERVICES; DOES I through X inclusive; and
ROE CORPORATIONS I through V, inclusive,
Defendants.

CASE NO. A-19-799890-C

DEPT NO. 22

REQUEST FOR JUDICIAL NOTICE

Hearing Date: July 28, 2020

Hearing Time: 8:30 a.m.

*[filed concurrently with Joinder to
Motion to Dismiss]*

COME NOW, Defendants, Brian Chiesi and Debora Chiesi (collectively, "Chiesis"),
erroneously sued as Brian Chiesti and Debora Chiesti, and Quicken Loans Inc. (together with the
Chiesis, "Chiesi Defendants"), by and through their attorneys of record, MAURICE WOOD, and
hereby request that this Court take judicial notice of the following:

MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

- 1 1. Grant, Bargain, Sale Deed recorded in the Official Records of Clark County,
2 Nevada on July 31, 2003, as Instrument Number 200307310004442. A true and correct copy is
3 attached hereto as Exhibit 1.
- 4 2. Quitclaim Deed recorded in the Official Records of Clark County, Nevada on June
5 11, 2004, as Instrument Number 200406110005547. A true and correct copy is attached hereto as
6 Exhibit 2.
- 7 3. Grant, Bargain, Sale Deed recorded in the Official Records of Clark County,
8 Nevada on August 27, 2008, as Instrument Number 200808270003627. A true and correct copy
9 is attached hereto as Exhibit 3.
- 10 4. Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City
11 Anthem Community Association’s Motion for Summary Judgment filed on April 17, 2019, in the
12 Eighth Judicial District Court for the State of Nevada in the matter of Joel A. Stokes and Sandra
13 F. Stokes, trustees of the Jimijack Irrevocable Trust vs. Bank of America et al., Case No. A-15-
14 720032-C (“Quiet Title Litigation”). A true and correct copy is attached hereto as Exhibit 4.
- 15 5. Foreclosure Deed recorded in the Official Records of Clark County, Nevada on
16 August 22, 2014, as Instrument Number 201408220002548. A true and correct copy is attached
17 hereto as Exhibit 5.
- 18 6. Quitclaim Deed recorded in the Official Records of Clark County, Nevada on June
19 9, 2015, as Instrument Number 201506090001537. A true and correct copy is attached hereto as
20 Exhibit 6.
- 21 7. Quitclaim Deed recorded in the Official Records of Clark County, Nevada on June
22 9, 2015, as Instrument Number 201506090001545. A true and correct copy is attached hereto as
23 Exhibit 7.
- 24 8. Motion to Intervene Into Consolidated Quiet Title Cases A-15-720032-C and
25 Former Case A-16-730078 filed on November 15, 2016, in the Quiet Title Litigation. A true and
26 correct copy is attached hereto as Exhibit 8.
- 27 9. Order Granting Applicant Nona Tobin’s Motion to Intervene filed on January 11,
28 2017, in the Quiet Title Litigation. A true and correct copy is attached hereto as Exhibit 9.

MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

1 10. Nona Tobin’s Crossclaim for Quiet Title Against Sun City Anthem Community
2 Association, Inc. (HOA) filed on January 31, 2017, in the Quiet Title Litigation. A true and correct
3 copy is attached hereto as Exhibit 10.

4 11. Nona Tobin’s Answer to Plaintiff’s Complaint and Counterclaim filed on February
5 1, 2017, in the Quiet Title Litigation. A true and correct copy is attached hereto as Exhibit 11.

6 12. Nona Tobin’s Crossclaim Against Thomas Lucas d/b/a Opportunity Homes, LLC
7 filed on February 1, 2017, in the Quiet Title Litigation. A true and correct copy is attached hereto
8 as Exhibit 12.

9 13. Quitclaim Deed recorded in the Official Records of Clark County, Nevada on
10 March 28, 2017, as Instrument Number 201703280001452. A true and correct copy is attached
11 hereto as Exhibit 13.

12 14. Notice of Entry of Findings of Facts, Conclusions of Law and Judgment recorded
13 in the Official Records of Clark County, Nevada on July 24, 2019, as Instrument Number
14 201907240003355. A true and correct copy is attached hereto as Exhibit 14.

15 15. Quitclaim Deed recorded in the Official Records of Clark County, Nevada on May
16 1, 2019, as Instrument Number 201905010003348. A true and correct copy is attached hereto as
17 Exhibit 13.

18 16. Grant, Bargain, Sale Deed recorded in the Official Records of Clark County,
19 Nevada on December 27, 2019, as Instrument Number 201912270001345. A true and correct
20 copy is attached hereto as Exhibit 16.

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MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

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17. Grant, Bargain, Sale Deed recorded in the Official Records of Clark County, Nevada on December 27, 2019, as Instrument Number 201912270001346. A true and correct copy is attached hereto as Exhibit 17.

DATED this 6th day of July, 2020.

MAURICE WOOD

By /s/Brittany Wood

AARON R. MAURICE, ESQ.
Nevada Bar No. 006412
BRITTANY WOOD, ESQ.
Nevada Bar No. 007562
ELIZABETH E. ARONSON, ESQ.
Nevada Bar No. 14472
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134

Attorneys for Defendants,
BRIAN CHIESI AND DEBORA CHIESI,
erroneously sued as Brian Chiesti and Debora
Chiesti, and QUICKEN LOANS INC.

MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Maurice Wood, and that on the 6th day of July, 2020, I caused to be served a true and correct copy of the foregoing **REQUEST FOR JUDICIAL NOTICE** in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court’s facilities to those parties listed on the Court’s Master Service List.

/s/ Brittany Wood
An Employee of MAURICE WOOD

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EXHIBIT 1

28

20030731
04442

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s):

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

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument#	_____
Book:	Page: _____
Date of Recording:	_____
Notes:	_____

2. Type of Property:

- a) Vacant Land
- b) Single Family Residence
- c) Condo/Townhouse
- d) 2-4 Plex
- e) Apartment Building
- f) Commercial/Industrial
- g) Agricultural
- h) Mobile Home
- i) Other

3. Total Value/Sales Price of Property:

\$ 388,311.02

4. Deed in Lieu of Foreclosure Only (value of property)

\$ _____

5. Transfer Tax Value:

\$ 388,311.02

6. Real Property Transfer Tax Due:

\$ 971.25

7. If Exemption Claimed:

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

8. Partial Interest: Percentage being transferred: _____%

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

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

Signature [Signature] Capacity: GRANTOR

Signature [Signature] Capacity: GRANTEE

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: DEL WEBB COMMUNITIES, INC.
Address: 11500 SOUTH EASTERN AVENUE
City: HENDERSON
State: NEVADA

Print Name: Plansen
Address: 2763 White Sage Dr.
City: Henderson
State: NV Zip: 89052

COMPANY/PERSON REQUESTING RECORDING

LAWYERS TITLE OF NEVADA, INC., ESCROW NO.: 03-05-1663-A2J
1210 SOUTH VALLEY VIEW BLVD., ESCROW OFFICER: DAPHNE WRIGHT & CATHERINE AGANOS
LAS VEGAS, NV 89102

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

4442

28

20030731
.04442

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF
LAWYERS TITLE OF NEVADA

07-31--2003 14:08 CAB

OFFICIAL RECORDS

BOOK / INSTR: 20030731-04442

PAGE COUNT: 3

APN: 191-13-811-052
R.P.T.T. \$ 971.25

(3)

LAND AMERICA / LAWYERS TITLE:
WHEN RECORDED RETURN TO &
MAIL TAX STATEMENTS TO:
City First Mng Serv.
379 W. 500 S.
Bountiful, UT 84010

FEE: 16.00
RPTT: 971.25

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That **DEL WEBB COMMUNITIES, INC., an Arizona Corporation**, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

**GORDON B. HANSEN AND MARILYN HANSEN, HUSBAND AND WIFE
AS JOINT TENANTS**

all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" Legal Description Attached

SUBJECT TO:

1. Taxes for the fiscal year 2003-2004.
2. Rights of way, reservations restrictions, easements and conditions of record.

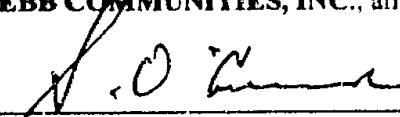
APN: 191-13-811-052

LAND AMERICA / LAWYERS TITLE:

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

WITNESS my hand this 30th day of July, 2003.

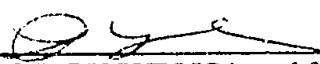
DEL WEBB COMMUNITIES, INC., an Arizona Corporation

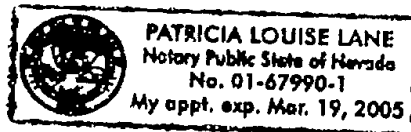
BY: 
S. O'CONNOR, Vice President

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

On this 30th day of July, 2003, personally appeared before me, a Notary Public in and for said County and State, S. O'Connor, Vice President, who acknowledged that he executed the above instrument.

WITNESS my hand and official seal.


NOTARY PUBLIC in and for said County and State.



20030731
.04442

ORDER NO.: 03051663

EXHIBIT a

(LEGAL)

APN#191-13-811-052

Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM
UNIT NO. 19 PHASE 2, as shown by map thereof on file in Book 102 of Plats,
Page 80, in the Office of the County Recorder, Clark County, Nevada.

EXHIBIT 2



20040611-0005547

Fee: \$42.00 RPT: EX90CS

06/11/2004 15 45 35 120040038379

Req: REBECCA P WALLACE

Frances Deane
Clark County Recorder Pgs 4

APN# 191-13-811-052

11 digit number may be obtained at:
<http://sandgate.co.clark.nv.us/cicsAssessor/ownr.htm>

COVER PAGE, DECLARATION OF VALUE

QUITCLAIM DEED

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

CU

Recording requested by:

Rebecca P. Wallace, ESO.

Return to:

Name Rebecca P. Wallace, Esq.

Address 1001 Whitney Ranch Dr. #140

City/State/Zip Henderson, NV 89014

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of \$1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

CS1203

QUITCLAIM DEED

APN#: 191-13-811-052

THIS QUITCLAIM DEED, Executed this _____ day of _____, 2004 by
first party, Gordon B. Hansen & Marilyn Hansen
whose post office address is 2763 White Sage Drive, Henderson, Nevada 89052
to second party, Gordon B. Hansen
whose post office address is 2763 White Sage Drive, Henderson, Nevada 89052

WITNESSETH That the said first party, for good consideration and for the sum of One
and 00/100***** Dollars (\$1.00) paid by the said second party, the receipt whereof is
hereby acknowledged, does hereby remise, release and quitclaim unto the said second party
forever, all the right, title, interest and claim which the said first party has in and to the following
described parcel of land, and improvements and appurtenances thereto in the County of Clark,
State of Nevada, to wit:

Assessor Description: LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF
SUN CITY ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP
THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 80, IN THE
OFFICE OF THE COUNTY RECORDER, CLARK COUNTY,
NEVADA.

Property Address: 2763 White Sage Drive
Henderson, Nevada 89052

APN: 191-13-811-052

RECORDING REQUESTED BY:

REBECCA P. WALLACE, ESO.
1001 Whitney Ranch Dr. #140
Henderson, Nevada 89014

WHEN RECORDED MAIL TO:

REBECCA P. WALLACE, ESO.
1001 Whitney Ranch Dr. #140
Henderson, Nevada 89014

MAIL TAX STATEMENTS TO:

GORDON B. HANSEN
2763 White Sage Drive
Henderson, Nevada 89052

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Brenda Ricks
Signature of Witness

Marilyn Hansen
Signature of First Party

BRENDA RICKS
Print name of Witness

Marilyn Hansen
Print name of First Party

Sabrina M. Emmons
Signature of Witness

Gordon B. Hansen
Signature of Second Party

Sabrina M. Emmons
Print name of Witness

Gordon B. Hansen
Print name of Second Party

State of Nevada
County of Clark

On June 4, 2004 before me, Cynthia J. Beard (name of Notary) appeared Marilyn I. Hansen (name of First Party) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

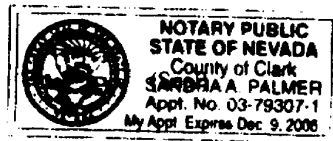
Cynthia J. Beard
Signature of Notary

Affiant Known Produced ID
Type of ID NV DL

State of Nevada
County of Clark

On June 9th 2004 before me, Sandra Palmer (name of Notary) appeared Gordon B. Hansen (name of Second Party) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Sandra Palmer
Signature of Notary

Affiant Known Produced ID
Type of ID NV DL

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

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

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument #: _____

Book _____ Page _____

Date of Recording: _____

Notes _____

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property) \$ _____

Transfer Tax Value: \$ _____

Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section: 5
- b. Explain Reason for Exemption: Pursuant to Decree of Divorce

5. Partial Interest: Percentage being transferred: _____ %

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

Signature: Marilyn Hansen Capacity: Grantor

Signature: Gordon B. Hansen Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: Marilyn Hansen

Address: 2763 White Sage Dr.

City: Henderson,

State: NV Zip: 89052

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Gordon B. Hansen

Address: 2763 White Sage Dr.

City: Henderson

State: NV Zip: 89052

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

Print Name: Rebecca P. Wallace, Esq. Escrow # _____

Address: 1001 Whitney Ranch Dr. #140

City: Henderson State: NV Zip: 89014

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

5547

EXHIBIT 3

4 -1

20080827-0003627

Fee: \$16.00	RPTT: EX#007
N/C Fee: \$0.00	
08/27/2008	15:28:08
T20080191661	
Requestor:	
LEGAL EXPRESS	
Debbie Conway	SCA
Clark County Recorder	Pgs: 4

APN: 191-13-811-052

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That GORDON B. HANSEN, without consideration, does hereby Grant, Bargain, Sell and Convey to GORDON B. HANSEN, Trustee of the GORDON B. HANSEN TRUST, dated August 22, 2008, as amended, or restated, or his successors, all of his right, title and interest in that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 80, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Commonly known as: 2763 White Sage Drive, Henderson, NV 89052.

SUBJECT TO: 1. Powers of Trustee attached hereto as Exhibit "A" and by this reference incorporated herein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

GRANTEES ADDRESS: Mr. Gordon B. Hansen, 2664 Olivia Heights Ave., Henderson, NV 89052

Witness his hand this 22nd day of August, 2008.

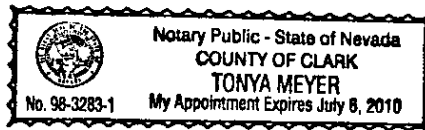
Gordon B. Hansen
GORDON B. HANSEN

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 22nd day of August, 2008, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared GORDON B. HANSEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Tonya Meyer
Notary Public



Mail Tax Statements to:
Mr. Gordon B. Hansen
2664 Olivia Heights Ave.
Henderson, NV 89052

When Recorded, Mail to:
Mr. Gordon B. Hansen
2664 Olivia Heights Ave.
Henderson, NV 89052

EXHIBIT "A"
POWERS OF TRUSTEE

GORDON B. HANSEN, Trustee, is hereby vested with complete powers of disposition of the real estate herein described, including the power to plat, sell, encumber, mortgage and convey as a whole or in parcels, and no person dealing with said Trustee shall be obligated to look beyond the terms of this instrument for power in the Trustee to sell, encumber, mortgage or convey, the real estate described herein.

Said Grantee is likewise hereby excused from any and all duties of diligence and responsibility respecting the propriety of any act of said Trustee purporting to be done under or by virtue of the terms of this issue.

This conveyance is made in Trust pursuant to and in accordance with the "**GORDON B. HANSEN TRUST**" which was executed on August 22, 2008.

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number

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

2. Type of Property:

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

FOR RECORDER OPTIONAL USE ONLY	
Document/Instrument #:	_____
Book _____	Page: _____
Date of Recording:	<u>Cont of Trust</u> <u>scn</u>

3. Total Value/Sales Price of Property

\$ _____
 Deed in Lieu of Foreclosure Only (value of property) (_____)
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due \$ _____ 0

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 7
- b. Explain Reason for Exemption: Transfer without consideration to or from a Trust

5. Partial Interest: Percentage being transferred: N/A%

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

Signature Gordon B. Hansen

Capacity Grantor

Signature _____

Capacity _____

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

Print Name: GORDON B. HANSEN
 Address: 2763 White Sage Dr.
 City: Henderson
 State: NV Zip: 89052

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

Print Name: GORDON B. HANSEN TRUST
 Address: 2664 Olivia Heights Ave.
 City: Henderson
 State: NV Zip: 89052

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

Print Name: Mr. Gordon B. Hansen
 Address: 2664 Olivia Heights Ave.
 City: Henderson State: NV

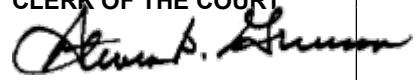
Escrow #: _____

Zip: 89052

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

3627

EXHIBIT 4



1 LIPSON NEILSON, P.C.
2 KALEB D. ANDERSON, ESQ.
3 Nevada Bar No. 7582
4 DAVID T. OCHOA, ESQ.
5 Nevada Bar No. 10414
6 9900 Covington Cross Drive, Suite 120
7 Las Vegas, Nevada 89144
8 (702) 382-1500 - Telephone
9 (702) 382-1512 - Facsimile
10 kanderson@lipsonneilson.com
11 dochoa@lipsonneilson.com
12 Attorneys for Cross-Defendant
13 Sun City Anthem Community Association

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DISTRICT COURT
CLARK COUNTY, NEVADA

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

14 Plaintiff,

15 vs.

16 BANK OF AMERICA, N.A.,

17 Defendant.

18 NATIONSTAR MORTGAGE, LLC

19 Counter-Claimant,

20 vs.

21 JIMI JACK IRREVOCABLE TRUST,

22 Counter-Defendant.

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

26 Counter-Claimant,

27 vs.

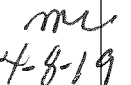
28 JOEL A. STOKES and SANDRA F.
STOKES, as trustees of the JIMI JACK
IRREVOCABLE TRUST, SUN CITY

CASE NO.: A-15-720032-C

Dept. XXXI

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER ON CROSS-
DEFENDANT SUN CITY ANTHEM
COMMUNITY ASSOCIATION'S MOTION
FOR SUMMARY JUDGMENT**

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144



1 ANTHEM COMMUNITY ASSOCIATION,
2 INC., YUEN K. LEE, an Individual, d/b/a/
3 Manager, F. BONDURANT, LLC, and
DOES 1-10, and ROE CORPORATIONS
1-10, inclusive,

4 Counter-Defendants,

5
6 On February 5, 2019, Cross-Defendant Sun City Anthem Community Association
7 filed its Motion for Summary Judgment (“Motion”). On February 12, 2019 Nationstar
8 Mortgage, LLC filed its Joinder thereto. On March 5, 2019, Nona Tobin, individually and
9 as Trustee of the Gordon B. Hansen Trust filed her Opposition to the Motion. On March
10 6, 2019, Cross-Defendant Sun City Anthem Community Association filed its Reply in
11 Support of the Motion for Summary Judgment. On March 5, 2019, the Court issued its
12 Minute Order granting the Motion, having not received any opposition to the Motion.

13 The Motion was heard on March 26, 2019 at 9:30 a.m. in the above captioned
14 matter. In attendance were David T. Ochoa on behalf of Sun City Anthem Community
15 Association (“HOA” or “Sun City Anthem”), Joe Coppedge on behalf of Nona Tobin,
16 individually and as Trustee of the Gordon B. Hansen Trust (“Tobin”), Joseph Hong on
17 behalf of Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust
18 (“Purchaser”), and also on behalf of F. Bondurant, LLC, and Melanie Morgan on behalf of
19 Nationstar Mortgage, LLC (“Nationstar”). At the hearing, the parties stipulated to
20 vacating the March 5, 2019 Minute Order and to hear the Motion on its merits.
21 Additionally, Purchaser and F. Bondurant, LLC, made an Oral request to Join the Motion,
22 to which Tobin objected.

23 The Court having reviewed the papers and pleadings, and having heard oral
24 argument, issues the following findings of fact, conclusions of law and order:

25 **FINDINGS OF FACT**

26 1. In 2003, Gordon B. Hansen obtained a loan to purchase the real property
27 located at 2763 White Sage Drive, Henderson, NV 89052 (the “Property”).
28

1 2. The Property was subject to the HOA's Covenants, Conditions and
2 Restrictions "CC&Rs".

3 3. In 2008, title to Property was transferred to the Gordon B. Hansen Trust
4 (the "Trust"). Nona Tobin became the sole trustee of the Trust in January 2012 when
5 Gordon Hansen passed away.

6 4. In 2012, the Trust defaulted on the homeowners' assessments.

7 5. On September 17, 2012, Red Rock Financial ("Red Rock"), the HOA's
8 collection company, sent Gordon Hansen letters indicating that his account was in
9 collections with them.

10 6. On September 20, 2012, Sun City Anthem sent Gordon Hansen a Notice
11 of Hearing that his account was delinquent and they were considering suspending
12 membership privileges.

13 7. On October 3, 2012, Tobin sent a letter to Sun City Anthem informing Sun
14 City Anthem that Gordon Hansen passed away ("Tobin Letter").

15 8. The Tobin Letter included a copy of the Notice of Hearing sent by Sun City
16 Anthem as it was stamped by Red Rock as received on October 8, 2012 with other
17 parts of the letter.

18 9. The Tobin Letter also stated she was late and delinquent on assessments,
19 that she was attempting to short sale the Property, and she did not intend to pay any
20 additional assessments after the enclosed check.

21 10. Tobin in fact never paid assessments after the October 2012 Tobin Letter.

22 11. Tobin was handling affairs for The Estate of Gordon N. Hansen and
23 owned her own property in Sun City Anthem at an Olivia Heights address.

24 12. On November 5, 2012, Red Rock sent letters to both addresses (Olivia
25 Heights and White Sage) addressed to The Estate of Gordon N. Hansen, informing that
26 they received the notification that Gordon Hansen had passed, and requesting the
27 Estate contact the office within thirty days of the letter.

28

1 13. The Ledger and Payment Allocation indicate that payment was applied to
2 the July 1, 2012 Quarter Assessment and the July 31, 2012 Late Fee.

3 14. On December 14, 2012, the HOA, through Red Rock recorded a notice of
4 delinquent assessment lien.

5 15. On March 12, 2013, the HOA, through Red Rock, recorded a notice of
6 default and election to sell. The first notice of default was rescinded on or about April 3,
7 2013.

8 16. On April 8, 2013, a second notice of default and election to sell was
9 recorded by the HOA through Red Rock.

10 17. The second notice of default and election to sell correctly notes the start of
11 the delinquency since July 1, 2012.

12 18. The Red Rock Ledger indicates the July 1, 2012 assessment payment
13 was late, this was put in the second notice of default and election to sell, and is
14 confirmed by the Tobin Letter.

15 19. On February 12, 2014, the HOA, through Red Rock, recorded a notice of
16 foreclosure sale.

17 20. The Notice of Sale correctly referenced the second notice of default and
18 election to sell that was recorded on April 8, 2013.

19 21. Red Rock complied with all mailing requirements. Mailings went to both
20 the Property address (White Sage) and Tobin's home address (Olivia Heights). Tobin
21 signed for some of the mailings herself.

22 22. The sale was scheduled for March 7, 2014, in the Notice of Sale. The
23 sale was posted and published.

24 23. The sale was postponed three times.

25 24. The postponements were made in part to help Tobin attempt to short sale
26 the Property.

27 25. Tobin contracted with Craig Leidy to help her short sale the Property.
28

1 26. Craig Leidy requested the HOA waive thousands of dollars off the debt.

2 27. The HOA communicated that it would waive some amounts but could not
3 grant the waiver to the extent requested.

4 28. Communication between Nationstar and Craig Leidy appears to indicate
5 the balance was too high for Nationstar to allow the short sale.

6 29. Sometime in May 2014, The Estate of Gordon Hansen entered into a
7 Purchase Agreement with MZK Residential LLC, contingent on short sale approval.
8 Tobin initialed every page of the agreement.

9 30. The HOA foreclosure took place on August 15, 2014, whereby the HOA,
10 through Red Rock, sold the Property to Thomas Lucas representing Opportunity Homes
11 LLC for \$63,100.00.

12 31. A foreclosure deed in favor of Opportunity Homes LLC was recorded on
13 August 22, 2014.

14 32. On October 13, 2014, Tobin sent an email to Craig Leidy, where she
15 indicated her belief that he failed to protect the Trust's interest, that she believed he was
16 working with the Purchaser Thomas Lucas, and also that she was aware that Red Rock
17 interplead the excess proceeds.

18 33. On August 11, 2017, A Notice of Entry Order Granting Thomas Lucas and
19 Opportunity Homes, LLC's Motion for Summary Judgment was filed in this case. The
20 Order states:

21 While it is true that Mr. Lucas is a real estate licensee and an
22 independent agent working with BHHS, BHHS is a real estate
23 company that employs more than 800 real estate agents in Las
24 Vegas valley alone, and Mr. Lucas is not bound by the agreements
25 that Tobin could have signed with other BHHS agents.

26 34. Tobin has filed one cause of action for Quiet Title/Declaratory Relief
27 against the HOA.

28 35. On January 10, 2019, the Court issued a Minute Order on Tobin's Motion
to Amend Answer, Counterclaim, and Crossclaims that was filed on November 30,

1 2018.

2 36. No separate order or entry of order was filed regarding the Amended
3 Answer, Counterclaim, and Crossclaims.

4
5 37. The Amended Answer, Counterclaim, and Crossclaims was not separately
6 filed.

7 **CONCLUSIONS OF LAW**

8 1. Summary Judgment is appropriate “when the pleadings and other
9 evidence on file demonstrate that no ‘genuine issue to any material fact [remains] and
10 that the moving party is entitled to a judgment as a matter of law.” *Wood v. Safeway,*
11 *Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Additionally, “[t]he purpose of
12 summary judgment ‘is to avoid a needless trial when an appropriate showing is made in
13 advance that there is no genuine issue of fact to be tried, and the movant is entitled to
14 judgment as a matter of law.’” *McDonald v. D.P. Alexander & Las Vegas Boulevard,*
15 *LLC*, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting *Coray v. Home*, 80 Nev. 39,
16 40-41, 389 P.2d 76, 77 (1964). Moreover, the non-moving party “must, by affidavit or
17 otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial
18 or have summary judgment entered against [it].” *Wood*, 121 Nev. at 32, 121 P.3d at
19 1031. Though inferences are to be drawn in favor of the non-moving party, an
20 opponent to summary judgment, must show that it can produce evidence at trial to
21 support its claim or defense. *Van Cleave v. Kietz-Mill Minit Mart*, 97 Nev. 414, 417, 633
22 P.2d 1220, 222 (1981).

23 2. A party cannot defeat summary judgment by contradicting itself. See
24 *Aldabe v. Adams*, 81 Nev. 280, 284–85, 402 P.2d 34, 36–37 (1965) (refusing to credit
25 sworn statement made in opposition to summary judgment that was in direct conflict
26 with an earlier statement of the same party).

27 3. “When sitting in equity, [], courts must consider the entirety of the
28 circumstances that bear upon the equities.” *Shadow Wood HOA v. N.Y. Cmty.*

1 *Bancorp.*, 132 Nev. Adv. Op. 5, 366 P.3d 1105, 1114 (2016), referencing: see e.g., *In*
2 *re Petition of Nelson*, 495 N.W.2d 200, 203 (Minn.1993).

3
4 4. “[I]t is well established that due process is not offended by requiring a person
5 with actual, timely knowledge of an event ... to exercise due diligence and take
6 necessary steps to preserve [his] rights.” *In re Medaglia*, 52 F.3d at 455; see also *SFR*
7 *Investments Pool 1 v. U.S. Bank*, 130 Nev. Adv. Op. 75, 334 P.3d 408, 418 (2014).

8 5. “Equitable estoppel functions to prevent the assertion of legal rights that in
9 equity and good conscience should not be available due to a party's conduct.” *In re*
10 *Harrison Living Tr.*, 121 Nev. 217, 223, 112 P.3d 1058, 1061–62 (2005).

11
12 This court has previously established the four elements of equitable
13 estoppel: (1) the party to be estopped must be apprised of the true facts;
14 (2) he must intend that his conduct shall be acted upon, or must so act
15 that the party asserting estoppel has the right to believe it was so
16 intended; (3) the party asserting the estoppel must be ignorant of the true
17 state of facts; (4) he must have relied to his detriment on the conduct of
18 the party to be estopped.

19 *Id.*

20 6. “It is a well-known maxim that a person who comes into an equity court
21 must come with clean hands.” *Income Inv'rs v. Shelton*, 3 Wash. 2d 599, 602, 101 P.2d
22 973, 974 (1940). “The doctrine bars relief to a party who has engaged in improper
23 conduct in the matter in which that party is seeking relief. As such, the alleged
24 inequitable conduct relied upon must be connected with the matter in litigation . . .”
25 *Truck Ins. Exch. v. Palmer J. Swanson, Inc.*, 124 Nev. 629, 637–38, 189 P.3d 656, 662
26 (2008).

27 7. In determining whether a party's connection with an action is sufficiently offensive
28 to bar equitable relief, two factors must be considered: (1) the egregiousness of the
misconduct at issue, and (2) the seriousness of the harm caused by the misconduct.

1 Only when these factors weigh against granting the requested equitable relief will the
2 unclean hands doctrine bar that remedy. The district court has broad discretion in
3 applying these factors, and we will not overturn the district court's determination unless
4 it is unsupported by substantial evidence. *Las Vegas Fetish & Fantasy Halloween Ball,*
5 *Inc. v. Ahern Rentals, Inc.*, 124 Nev. 272, 276, 182 P.3d 764, 767 (2008).

7 8. The Nevada Supreme Court in *Las Vegas Fetish & Fantasy Halloween*
8 *Ball, Inc. v. Ahern Rentals, Inc.* cited to *Income Inv'rs v. Shelton*, 3 Wash. 2d 599, 602,
9 101 P.2d 973, 974–75 (1940), for its position on denying equity to a party with unclean
10 hands. The Income Inv'rs Court stated:

11 Equity will not interfere on behalf of a party whose conduct in connection
12 with the subject-matter or transaction in litigation has been
13 unconscientious, unjust, or marked by the want of good faith, and will not
14 afford him any remedy. 1 Pomeroy's Equity Jurisprudence (4th ed.) 739, §
15 398; Dale v. Jennings, 90 Fla. 234, 107 So. 175; Bearman v. Dux Oil &
16 Gas Co., 64 Okl. 147, 166 P. 199; Dewese v. Reinhard, 165 U.S. 386, 17
17 S.Ct. 340, 41 L.Ed. 757. Other authorities might be cited, but the rule
18 appears to be universal.

19 If the parties were guilty of the conduct which the trial court found that they
20 were, the appellant comes squarely within the rule that equity will deny it
21 relief, because coming into a court of equity and asking relief after wilfully
22 concealing, withholding, and falsifying books and records, is certainly not
23 coming in with clean hands.

24 *Income Inv'rs v. Shelton*, at 974–75.

25 9. In order to set aside a homeowner's association foreclosure sale, there must
26 be a showing of fraud, unfairness or oppression. *Nationstar Mortg. LLC v. Saticoy Baly*
27 *LLC Series 2227 Shadow Canyon*, 133 Nev. Adv. Rep. 91 (2017).

28 10. In opposition to the Motion, Tobin has offered what she has represented to
be a screenshot from the Ombudsman's office as a result of a public records request.

11. HOA has met its burden in establishing that there is no genuine issue of
material fact and that it is entitled to summary judgment. Tobin has failed to meet her
burden in opposing the Motion because the screenshot was not authenticated as

1 necessary pursuant to NRCP 56. Additionally, even if authenticated, the screenshot
2 does not create a genuine issue of material fact because it does not establish that the
3 sale was cancelled prior to the time of the foreclosure sale, the basis for the remarks,
4 and whether the statements as indicated are the Ombudsman's opinions or the truth.
5 The totality of the facts evidence that the HOA properly followed the processes and
6 procedures in foreclosing upon the Property.

7
8 **ORDER**

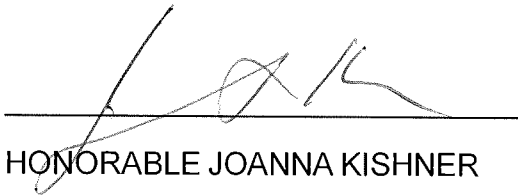
9 The court GRANTS the stipulation of all parties to allow for Cross-Defendant Sun
10 City Anthem Community Association's Motion for Summary Judgment to be heard on its
11 merits, therefore, the Court's Minute Order of March 5, 2019 shall be vacated.

12 Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust's
13 Oral Request to Join Cross-Defendant Sun City Anthem Community Association's
14 Motion for Summary Judgment is DENIED because it was requested in the midst of a
15 motion that was completely briefed.

16 The Court GRANTS Cross-Defendant Sun City Anthem Community Association's
17 Motion for Summary Judgment.


18 The Court GRANTS Nationstar's Limited Joinder to Sun City Anthem Community
19 Association's Motion for Summary Judgment.

20 Dated this 15 day of April, 2019.

21
22 *me* 
23 HONORABLE JOANNA KISHNER

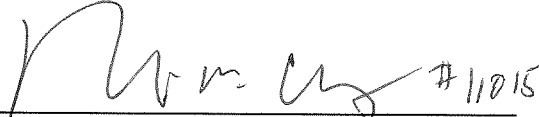

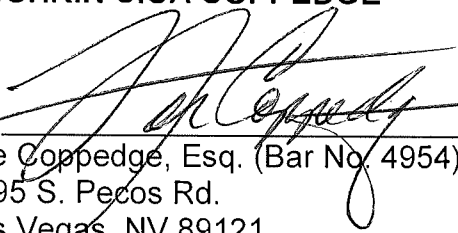
24 Submitted by:

25 **LIPSON NEILSON P.C.**

26 
27 _____
28 Kaleb D. Anderson, Esq. (Bar No. 7582)
David T. Ochoa, Esq. (Bar No. 10414)

1 9900 Covington Cross Drive, Suite 120
2 Las Vegas, Nevada 89144
3 *Attorneys for Cross-Defendant*
4 *Sun City Anthem Community Association*

5 Approved as to form and content:

<p>7 Dated this <u>4th</u> day of April, 2019</p> <p>8 AKERMAN, LLP</p> <p>9</p> <p>10 By:  #11015</p> <p>11 Melanie D. Morgan, Esq. (Bar No. 8215) 12 1635 Village Center Circle Ste. 200 13 Las Vegas, NV 89134</p> <p>14 <i>Attorney for /Counterclaimant Nationstar</i></p>	<p>7 Dated this <u>4</u> day of April, 2019</p> <p>8 HONG & HONG</p> <p>9</p> <p>10 By: </p> <p>11 Joseph Y. Hong, Esq. (Bar No: 5995) 12 1980 Festival Plaza Dr., Suite 650 13 Las Vegas, NV 89135</p> <p>14 <i>Attorney for Plaintiff/Counterdefendant</i> 15 <i>Jimijack Irrevocable Trust and</i> 16 <i>F Bondurant, LLC</i></p>
<p>17 Dated this <u>4</u> day of April, 2019</p> <p>18 MUSHKIN CICA COPPEDGE</p> <p>19</p> <p>20 By: </p> <p>21 Joe Coppedge, Esq. (Bar No. 4954) 22 4495 S. Pecos Rd. 23 Las Vegas, NV 89121</p> <p>24 <i>Attorney for Nona Tobin</i></p>	

23
24
25
26
27
28

EXHIBIT 5

3-1

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

APN # 191-13-811-052

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

FORECLOSURE DEED

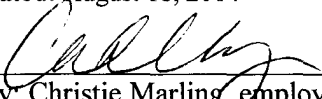
The undersigned declares:

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

AGENT STATES THAT:

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


Dated: August 18, 2014

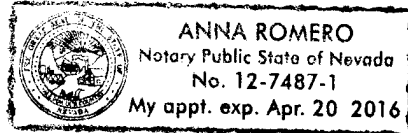

By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

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

WITNESS my hand and official seal.





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

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

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

2. Type of Property:

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

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

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 63,100.⁰⁰

Transfer Tax Value: \$ 353,529.⁰⁰

Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 \checkmark

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: _____ %

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

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

Signature *[Signature]* Capacity AGENT

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services

Address: 4775 West Teco Ave #140

City: Las Vegas

State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Opportunity Homes, LLC

Address: 2657 Windmill Parkway, #145

City: Henderson

State: NV Zip: 89074

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____

Address: _____

City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

EXHIBIT 6

Inst #: 20150609-0001537

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

RPTT: \$1377.00 Ex: #

06/09/2015 12:58:36 PM

Receipt #: 2452509

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

③

Name: F. Bondurant, LLC.

Address: 10781 West Twain Avenue

City/State/Zip: Las Vegas, NV 89135

QUITCLAIM DEED

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

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

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

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

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

Signed, sealed and delivered in presence of:

Thomas Lucas
Grantor

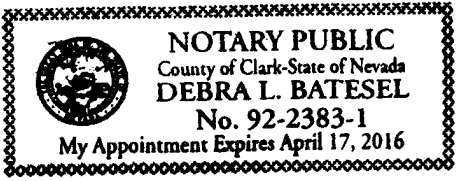
Thomas Lucas, Manager
Opportunity Homes LLC

State of Nevada)
) ss
County of Clark)

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

WITNESS my hand and official seal.

Signature: Debra L. Batesel



**STATE OF NEVADA
DECLARATION OF VALUE**

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

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

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

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

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

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

Signature: [Signature] Capacity: Grantor
 Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Opportunity Homes, LLC
 Address: 2657 Windmill Pkwy.
 City: Henderson
 State: NV Zip: 89074

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

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

Print Name: Robert (Bob) Smith File Number: _____
 Address: 446 Beautiful
 City: Las Vegas State: Nevada Zip: 89138

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

EXHIBIT 7

Inst #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

(3)

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

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

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

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

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

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

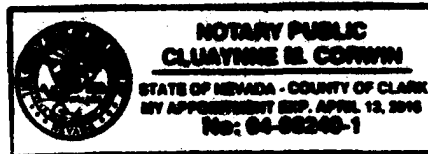
Signed, sealed and delivered in presence of:

yeun Lee
Grantor
yeun Lee Manager

State of Nevada)
County of Clark) ss

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

WITNESS my hand and official seal.



Signature: Cluayne M. Corwin

No 04-08240-1
April 12, 2016

**STATE OF NEVADA
DECLARATION OF VALUE**

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

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

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

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

4. If Exemption Claimed:

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

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

Signature [Handwritten Signature] Capacity: Manager

Signature _____ Capacity: _____

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

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

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

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

Irrevocable Trust

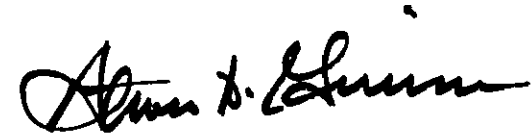
COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

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

Escrow # _____
 State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 8



CLERK OF THE COURT

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

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

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

10 Plaintiffs,

11 vs.

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

15 Defendants.

16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 Vs.

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

23 Counter-Defendants
24

Case No.: A-15-720032-C

Dept. No.: XXXI

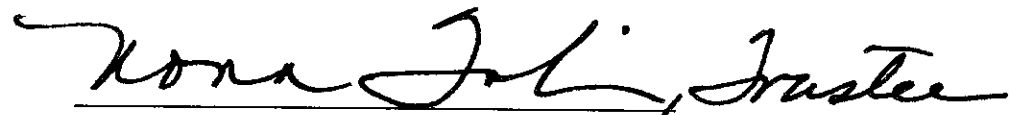
**MOTION TO INTERVENE INTO
CONSOLIDATED QUIET TITLE
CASES A -15-720032-C AND FORMER
CASE A -16-730078**

1 COMES NOW, NONA TOBIN (Herein "*Applicant*"), in proper person, and hereby
2 move, pursuant to NRS § 12.130 and NRCP 24(a)(2) (intervention of right), or alternatively,
3 NRCP 24(b)(2) (permissive intervention), to intervene as Defendant/Counter-Claimant in this
4 consolidated case to quiet title to 2763 White Sage Drive, Henderson (Herein "*Subject*
5 *Property*").

6 Subject Property is a Sun City Anthem residence built by Applicant's fiancé, Gordon
7 Hansen and owned by his Grantor Trust, the Gordon B. Hansen Trust, dated August 22, 2008,
8 until all title rights and possession stripped away without notice by a disputed foreclosure sale
9 (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*") in August, 2014.

10 Applicant's motion is based on the attached Memorandum of Points and Authorities,
11 and all pleadings and papers on file herein.

12 Dated this 14th day of November, 2016.

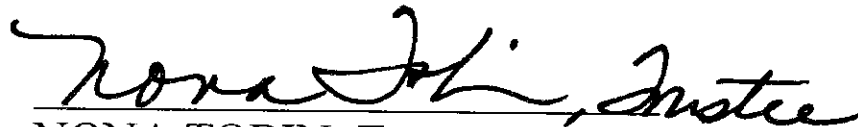
13
14
15 

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

1 **NOTICE OF MOTION**

2 **NOTICE IS HEREBY GIVEN** that the Applicants' MOTION TO INTERVENE will
3 be heard in the above captioned court on the 20 day of December, 2016, at 9:00 AM
4 in Department 31.

5 Dated this 14 day of November, 2016.

6 
7 NONA TOBIN, Trustee
8 Gordon B. Hansen Trust, Dated 8/22/08
9 2664 Olivia Heights Avenue
10 Henderson NV 89052
11 Phone: (702) 465-2199
12 nonatobin@gmail.com
13 *Applicant in Intervention,*
14 *In Proper Person*

15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 **I.**

17 **INTRODUCTION**

18 The Gordon B. Hansen Trust (Herein "*GBH Trust*") Trust was the owner of the Subject
19 Property until title was taken as the result of the disputed August 15, 2014 foreclosure sale for
20 delinquent HOA dues. The Subject Property is located in the Sun City Anthem Community
21 Association (Herein "*HOA*"). Applicant NONA TOBIN (herein "*Applicant*") is the Successor
22 Trustee of the Gordon B. Hansen (Herein "*GBH Trust*") Trust, dated 8/22/08, since the death
23 of the Grantor on January 14, 2012. Further, Applicant is one of two surviving members and
24 co-beneficiaries of the GBH Trust.

1. The Applicant seeks to intervene as a Defendant against Plaintiffs JOEL A. STOKES

1 and SANDRA F. STOKES, (Herein “*Stokes*”) as trustees of the JIMIACK IRREVOCABLE
2 TRUST, (Herein “*Jimijack*”) who currently have possession of the Subject Property.

3 2. Applicant prays for this Court sitting in equity to quiet title in Applicant’s favor as the
4 Successor Trustee of the Gordon B. Hansen Trust, titleholder at the time of the disputed HOA
5 sale, over the competing title claims made by Plaintiffs Stokes, who Applicant will allege
6 acquired title fraudulently as successive purchasers after the HOA sale who cannot be
7 construed in any way as “bona fide purchasers for value” or as innocent parties whose interests
8 should be protected by this Court.

9 3. In addition to defending against Plaintiffs Stokes’ and Jimijack’s adverse claims to title,
10 Applicant will advance a counter-claim against them to prevent yet-another fraudulent transfer
11 of the Property during the pendency of these proceedings, for damages caused to Applicant by
12 their ill-gotten and unjust enrichment, and for a determination by this Court that their
13 participation in fraudulent acts subsequent to the HOA sale is justification to support stripping
14 from them all ownership rights and benefits to the Property independent of the decision to void
15 the HOA sale.

16 4. Applicant is proposing to intervene as the Trustee of the GBH Trust pursuant to the
17 powers granted to the Trustee explicitly in the Trust Agreement and by the powers listed in
18 NRS § 163.265 through NRS § 163.410 incorporated by reference.

19
20 **II.**
21 **ARGUMENT**

22 5. The Nevada Rules of Civil Procedure are largely based on the Federal Rules of Civil
23 Procedure and, therefore, federal case law is "strong persuasive authority" regarding questions
24 of their interpretation. *Exec. Mgmt., Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53 (2002)

1 (quoting *Las Vegas Novelty, Inc. v. Fernandez*, 106 Nev. 113, 119 (1990)), and Nevada courts
2 have previously looked to federal interpretations of Federal Rule 24, governing intervention,
3 when construing Nevada's intervention rule. See *Am. Home Assurance Co. v. Eighth Judicial*
4 *Dist. Court*, 122 Nev. 1229, 1241-42 (2006) (citing *Trbovich v. United Mine Workers of Am.*,
5 404 U.S. 528, 538 (1972), for the proposition that, just like the federal rules, Nevada's rules
6 governing intervention require only a minimal showing to establish that the existing parties do
7 not adequately protect an applicant's interest).

8 6. Moreover, federal courts construe the intervention rules "broadly in favor of proposed
9 intervenors." *Wilderness Soc 'y v. U.S. Forest Service*, 630 F.3d 1173, 1179 (9th Cir. 2011)
10 (quoting *United States v. City of Los Angeles*, 288 F.3d 391, 397 (9th Cir. 2002)). They do so
11 because a "liberal policy in favor of intervention serves both efficient resolution of issues and
12 broadened access to the courts." *Id.*

13 **A. APPLICANT NONA TOBIN'S STANDING**

14 7. Standing was not lost when the Trust lost possession of the property as a result of the
15 disputed HOA foreclosure sale. The Nevada Supreme Court in *Shadow Wood HOA v. N.Y.*
16 *Cnty. Bancorp.*, 132 Nev. Adv. Op. 5 (2016), held that "plaintiff not in possession may still
17 seek to quiet title by invoking the court's inherent equitable jurisdiction to settle title disputes."
18 (citing *Low v. Staples*, 2 Nev. 209 (1866a) 2 Nev. at 211-13).

19 8. Local rule 7.42(b) that a "corporation may not appear in proper person", does not bar
20 "Nona Tobin, as Trustee of the Gordon B. Hansen Trust" from appearing in proper person in
21 her capacity as Trustee because the GBH Trust is not a corporation. The Trust was not formed
22 as a corporation under Nevada chapters 78 (Nevada corporation), 80 (foreign), 82 (non-profit),
23 or 86 (limited liability). Rather it is a Grantor Trust formed in Nevada under the provisions of
24 NRS chapter 163 re Creation of Trusts.

1 9. The Gordon B. Hansen Trust Agreement, dated August 22, 2008, as amended on
2 August 10, 2011) contains specific provisions granting powers of the Trustee that define
3 Applicant's authority to make this claim, including 9.1(h) "to institute, compromise and defend
4 any actions and proceedings" and 9.3 "The Trustee is authorized to employ attorneys...and
5 other such agents as the Trustee shall deem necessary or desirable."

6 10. In particular, this litigation to quiet title of the subject property back to the Trust by this
7 Court issuing an order to set aside the disputed HOA sale, Applicant is exercising the power of
8 a Trustee incorporated by reference in the Trust document, and of NRS § 163.375 which states:

9 "A fiduciary may compromise, adjust, arbitrate, sue on or defend, abandon or
10 otherwise deal with and settle claims in favor of or against the estate or trust as
11 the fiduciary deems advisable, and the fiduciary's decision shall be conclusive
12 between the fiduciary and the beneficiaries of the estate or trust and the person
13 against or for whom the claim is asserted, in the absence of fraud by such person,
14 and, in the absence of fraud, bad faith or gross negligence of the fiduciary, shall
15 be conclusive between the fiduciary and the beneficiaries of the estate or trust."

16 11. That NRCP 23.2 authorizes this action in that:

17 "An action brought by or against the members of an unincorporated association as a
18 class by naming certain members as representative parties may be maintained only if
19 it appears that the representative parties will fairly and adequately protect the interests
20 of the association and its members."

21 12. That Nona Tobin and Steve Hansen are the sole members and co-beneficiaries of the
22 GBH Trust, per section as amended by the only amendment to the Trust, dated August 10,
23 2011.

24 13. That Steve Hansen has elected to not participate in this litigation, as evidenced by his
declaration in support of Applicant's quiet title claims, which is attached hereto as **Exhibit 1:**

Trust documents.

//

1 **A. JUDICIAL ESTOPPEL PRECLUDES PLAINTIFFS’ OPPOSING**
2 **APPLICANT’S MOTION TO INTERVENE**

3 14. Plaintiff’s June 30, 2016 motion to consolidate Nationstar’s case under NRCP 42(a)
4 asserted that “actions involving a common question of law or fact are pending before the
5 Court, it may order a joint hearing or trial or any or all of the matters in issue...” as well as that
6 “Consolidation is necessary and proper because the (Nationstar) case and the present case are
7 identical, i.e., the extinguishment of the deed of trust at the time of the HOA foreclosure sale;
8 and the subject property is identical.”

9 15. Plaintiff’s arguments to consolidate the Nationstar case apply equally in justifying
10 Applicant’s Motion to Intervene.

11 16. Applicant requests the Court not consider any opposition to intervention by Applicant
12 unless it is based on different and compelling grounds.

13 **B. INTERVENE PURSUANT TO RULE 24(A)(2) INTERVENTION OF RIGHT**

14 17. Applicant’s motion to intervene should be granted because Applicant satisfies the
15 requirements for intervention of right under NRCP 24(a)(2). Specifically, the requirements
16 are:

- 17 i. The applicant must claim an interest relating to the property or the transaction which is
18 the subject of the action;
- 19 ii. The applicant is so situated that the disposition of the action may as a practical matter
20 impair or impede the applicant’s ability to protect that interest;
- 21 iii. The applicant’s interest is not adequately represented by existing parties; and
- 22 iv. The motion is timely.

23 **i. Applicant Nona Tobin Has Substantial Interest In The Property, Which Is The**
24 **Subject Of The Action**

18. The subject property is: 2763 White Sage Drive (APN 191-13-811-052) in Sun City

1 Anthem Community Association (HOA) in Henderson.

2 19. The property was owned by the Gordon B. Hansen Trust (Herein "*GBH Trust*") from
3 August 27, 2008 until it was sold at the disputed foreclosure sale that took place on August 15,
4 2014 (Herein "*HOA sale*").

5 20. Applicant is a beneficiary of, and the Trustee of, the GBH Trust, property owner at the
6 time of the sale.

7 21. Should Applicant's claims prevail, title would be returned to the GBH Trust, as the
8 Real Party in Interest. The interests of the GBH Trust are adverse to the interest of Plaintiffs,
9 Joel and Sandra Stokes (Herein "*Stokes*"), and their questionably legal Jimijack Irrevocable
10 Trust (Herein "*Jimijack*").

11 22. The determination by this Court of whether or not the disputed HOA sale was valid is
12 the deciding factor between the competing claims to quiet title by the Plaintiffs and by the
13 Applicant.

14 23. Applicant requests that this Court determine and declare that the disputed HOA sale
15 was, as Applicant will plead, statutorily non-compliant, fraught with procedural due process
16 violations and/or fraudulently conducted by HOA Agents such that the HOA sale was rendered
17 fatally flawed and should be voided. Once voided, all claims by Plaintiffs Stokes or Jimijack
18 are also rendered null and void.

19 24. Part of the dispute over the HOA sale is whether or not the statutory and procedurally-
20 *required* notices were sent to the property owner's known address of record. Evidence that
21 notices were not sent will be provided based on the personal knowledge of the Applicant as
22 well as based on HOA records and bank records and communications in her possession.

23 **ii. Applicant's Interests Could be Impaired by the Outcome of this Case**

24 25. The second prong of NRCP 24(a)(2) requires applicants to demonstrate they will

1 "either gain or lose by the direct legal operation and effect of the judgment which might be
2 rendered in the suit between the original parties." *Stephens v. First Nat 'l Bank of Nev.*, 64 Nev.
3 292, 304-05 (1947) (quoting *Harlan v. Eureka Mining Co.*, 10 Nev. 92, 94-95 (1875).

4 26. Applicant is asking the Court in equity to decide between competing claims to title,
5 and, considering the totality of the circumstances, to quiet title in favor of Applicant as Trustee
6 of the Gordon B. Hansen Trust whose title interests were removed without due process by a
7 defective HOA sale.

8 27. Here, Applicant stands to directly gain or lose the GBH Trust's title interest by the
9 effect of a quiet title judgment. In fact, it is impossible in this case, for Plaintiffs Joel and
10 Sandra Stokes in to achieve the result they seek without harming the Applicant's title interests.

11 **iii. Applicant's Interests are not Adequately Represented by Existing Parties**

12 28. The existing parties do not adequately represent the Applicant's interests. Nevada
13 courts follow federal law holding that, to satisfy this fourth prong, an applicant-intervenor need
14 only show that the representation afforded by existing parties "may be" inadequate. *Am. Home*
15 *Assurance Co.*, 122 Nev. at 1241-42 (citing *Trbovich*, 404 U.S. at 538 n.10).

16 29. While the above-captioned Defendants have a general interest in defending their title
17 interest, Applicant has a very different, unique, separate, and *adverse* title interest. Thus, it is
18 impossible for the existing parties to represent Applicant's interest, since the interests of each
19 party are adverse.

20 **iv. The Motion is Timely**

21 30. As to the timeliness of Applicant's motion, NRS § 12.130 allows: "before the trial
22 commences ... [intervention] in an action under the Nevada Rules of Civil Procedure (NRCP).
23 NRCP 24 governs intervention, providing for both intervention of right and permissive
24 intervention." *Am. Home Assurance Co. v. Eighth Judicial Dist. Court*, 122 Nev. 1229, 1235

1 (2006) (footnote omitted).

2 31. Applicant's motion is timely because she seeks intervention at the early stages of this
3 litigation. *Estate of Lomastro ex rel. Lomastro v. Am. Family Ins. Grp.*, 124 Nev. 1060, 1070
4 n.29 (2008) ("intervention is timely if the procedural posture of the action allows the intervenor
5 to protect its interest"). Indeed, under the authority of *American Home Assurance Company v.*
6 *Eighth Judicial District Court*, 122 Nev. 1229, 1235 (2006), intervention is timely if the
7 application is filed any time "before the trial commences "

8 32. Here, Applicant moved to intervene well within the time period in which the parties are
9 conducting discovery. In fact, this action was recently consolidated with Case No. A-16-
10 730078-C by an August 19, 2016 Order, which is a case that just recently had an Early Case
11 Conference. *See* docket for Case No. A-15-720032-C, *Notice of 16.1 Early Case Conference*,
12 filed on 6/28/16. Thus, the timeliness of this motion to intervene cannot reasonably be
13 disputed.

14 33. Applicant also agrees to abide by any previously set schedule so as not to prejudice any
15 of the existing parties. *See Lawler v. Ginochio*, 94 Nev. 623, 626 (1978) ("The most important
16 question to be resolved in the determination of the timeliness of an application for intervention
17 is not the length of the delay by the intervenor but the extent of prejudice to the rights of the
18 existing parties resulting from the delay.") Thus, granting Applicant's motion to intervene will
19 not delay resolution of this lawsuit.

20 34. Applicant moved with alacrity to intervene; as such, Applicant satisfied NCRP
21 24(a)(2)'s requirement by filing a timely application.

22 35. In addition, the facts in this case show that the statute of limitations is tolled by NRS
23 38.350 based on the parties failure to complete the NRS 38.310(1)(a) mandatory pre-
24 foreclosure mediation process HOA Agents initiated, but did not complete, prior to the

1 illegally-held HOA sale.

2 36. NRS 38.350 states: “Any statute of limitations applicable to a claim described in NRS
3 38.310 is tolled from the time the claim is submitted to mediation or arbitration or referred to a
4 program pursuant to NRS 38.300 to 38.360, inclusive, until the conclusion of mediation or
5 arbitration of the claim and the period for vacating the award has expired, or until the issuance
6 of a written decision and award pursuant to the program.”

7 37. Applicant has shown that she meets all four criteria for intervention of right. But even
8 if this Court were to determine that Applicant had not met the criteria for intervention of right,
9 the Court should still grant permissive intervention.

10 **C. INTERVENE PURSUANT TO RULE 24(B)(2) PERMISSIVE INTERVENTION**

11 38. Alternatively, Applicant seeks permissive intervention under NRCP 24(b)(2). Applicant
12 Nona Tobin’s claims or defenses share a common question of law with the main action,
13 intervention will not cause undue delay or prejudice to the existing parties, and Applicant’s
14 participation in this case will not prejudice the rights of the original parties.

15 **III.**

16 **PROCEDURE FOR INTERVENTION**

17 **A. THIS MOTION HAS BEEN SERVED UPON THE PARTIES AS PROVIDED
18 BY RULE 5**

19 39. Procedure for correctly filing a motion to intervene is delineated in NRCP rule 24(c)
20 which states:

- 21 a) A person desiring to intervene shall serve a motion to intervene upon the parties
22 as provided in Rule 5;
23 b) The motion shall state the grounds therefor;
24 c) shall be accompanied by a pleading setting forth the claim or defense for which

1 intervention is sought.

2 40. Applicant has served this motion to the active parties in this case. However, there are
3 parties who are captioned in this case that have never been served.

4 41. Applicant requests judicial notice of the fact that Sun City Anthem Community
5 Association, Inc. (Herein "*HOA*") was named as a Defendant in the A720032, case, *Joel and*
6 *Sandra Stokes as Trustees of Jimijack Irrevocable Trust vs. Bank of America and Sun City*
7 *Anthem Community Association, Inc.*, but the HOA was never served in accordance with Rule
8 5. As a consequence, the HOA is not included in the Court's e-filing system.

9 42. This failure to properly serve named parties has resulted in others being excluded from
10 the e-file master, i.e. F. Bondurant, LLC (added by Nationstar), Bank of America and
11 Opportunity Home, LLC, are the other named parties in the consolidated case who, to the best
12 of Applicant's knowledge, are also not being served or receiving any of the filings into
13 consolidated A-15-720032/A-16-730078 cases.

14 43. Applicant requests Court require opposing counsels to correct this error and add these
15 pre-existing named Defendants or their attorneys to the e-file master list so they can be
16 appropriately served all filings into the two cases by all parties, including Applicant.

17 **APPLICANT'S PROPOSED PLEADINGS**

18 44. Applicant's proposed pleadings against all existing parties except Nationstar are
19 attached hereto as exhibits.

20 45. Applicant reserves the right to file claims against Nationstar at a later time as
21 Nationstar's claims differ from, and are not contingent on the resolution of, the dispute
22 between Applicant and the Stokes to equitable title and possession of the Property. Nationstar
23 claims to ownership of the security interest can be addressed later with no disadvantage to any
24 of the parties.

1 **List of Exhibits**

2 **Exhibit 1: Documents related to Applicant's standing as the Trustee of the Gordon B.**
3 **Hansen Trust, Dated 8/22/08**

- 4 a) Declaration of Steve Hansen
5 b) Certificate of Incumbency for Nona Tobin
6 c) Identity Affidavit for Nona Tobin
7 d) Grant, Sale and Bargain Deed transferred Subject Property to GBH Trust 8/27/08
8 e) Certificate of the Gordon B. Hansen Trust, dated 8/22/08, as amended 8/10/11

9 **Exhibit 2: June 9, 2015 Quit Claim Deed purporting to convey title to the Stokes that**
10 **Applicant alleges is fraudulent and legally insufficient to convey real property.**

11 **Exhibit 3: Applicant's Answer, and Counterclaim Against the Plaintiffs Stokes**

- 12 a) Answer (admitting or denying) the allegations of the original June 16, 2015 complaint
13 in the A-15-720032 case, Joel A. Stokes and Sandra F. Stokes, as Trustees of the
14 Jimijack Irrevocable Trust vs. Bank of America, N.A.; Sun City Anthem Community
15 Association, Inc.; et al.;
- 16 b) Affirmative defenses;
- 17 c) Applicant's counterclaim against Joel A. Stokes and Sandra F. Stokes, as Trustees of
18 the Jimijack Irrevocable Trust that seeks to invalidate all claims they have to title,
19 possession or profits; plus
- 20 d) request for damages for their ill-gotten gains and unjust enrichment; and
- 21 e) for an injunction to prevent any transfer or wasting of the property during pendency of
22 these proceedings;

23 **Exhibit 4: Cross-Claim Against the HOA**

24 A cross-claim proposed against Defendant, SUN CITY ANTHEM COMMUNITY

1 ASSOCIATION, INC. (Herein “HOA”), to void the HOA sale that was illegally held under its
2 authority. Applicant will allege that HOA Agents conducted the disputed HOA sale a) under
3 the HOA’s usurped authority, b) that violated Applicant’s rights to due process, c) that was
4 statutorily and procedurally non-compliant, d) that failed to provide the mandatory pre-
5 foreclosure mediation process, and e) concealed their illegal conduct of the HOA sale to evade
6 enforcement. Applicant’s cross-claim against the HOA will pray for an order from this Court to
7 void the HOA sale and to return title to the Gordon B. Hansen Trust, owner at the time of the
8 fatally-flawed sale.

9 **Exhibit 5 Cross-claim against Thomas Lucas**

10 A cross-claim is proposed against Thomas Lucas d/b/a Manager, OPPORTUNITY
11 HOMES, LLC (Herein “OP Homes”), as the high bidder at the disputed HOA sale who took
12 title for the commercially unreasonable sum of \$63,100 as recorded on August 22, 2014 by a
13 Foreclosure Deed based on a rescinded Notice of Default and a cancelled Notice of Sale.
14 Applicant will allege that Op Homes is actually an illegitimate shell that existed solely as the
15 alter ego of Thomas Lucas to permit him to conceal that a) the HOA sale was not an arms-
16 length transaction, b) that he had insider information due to his position as a licensed Realtor
17 and his prior business relationship with HOA Agents, all of which disqualified him as a
18 disinterested “bona fide purchaser for value”, thereby making the HOA sale void.

19 **Exhibit 6 Cross-claim against Yuen K. Lee, d/b/a F. Bondurant, LLC**

20 A cross-complaint against F. BONDURANT, LLC, that held recorded title to the
21 Subject Property for eight minutes on June 9, 2015 and whose “Manager”, Yuen K. Lee’s
22 signature was fraudulently notarized as being Thomas Lucas’ signature on the Quit Claim
23 Deed that conveyed the Subject Property’s title to the Stokes.

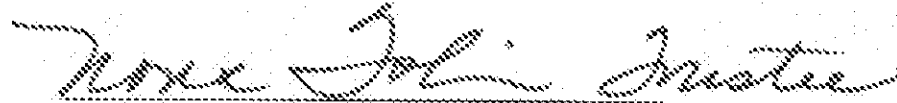
V.

CONCLUSION

Based on the foregoing, Applicant should be permitted to protect the title interest of the the Gordon B. Hansen Trust, which was the titleholder of record at the time of the disputed HOA foreclosure sale.

Applicant requests that the Court grant Applicant's Motion to Intervene as quiet title Defendant, in its entirety.

Dated this 14th day of November, 2016.



NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
*Applicant in Intervention,
In Proper Person*

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CERTIFICATE OF SERVICE

I, Nona Tobin, hereby certify that on this 14th day of November, 2016, I served copies of the foregoing MOTION TO INTERVENE to all parties via the Wiznet's electronic service email notification system.


Nona Tobin, *Applicant for Intervention*

Exhibit 1

Gordon B. Hansen Trust Documents

	<u>Effective</u> <u>Date</u>	<u>Date</u> <u>Recorded</u>	<u>Document</u>
A	10/2/16		Declaration of Steve Hansen
B	1/14/12	5/23/16	Certificate of Incumbency/ Death Certificate
C	1/14/12	5/20/13	Identity Affidavit
D		8/27/08	Grant, Sale and Bargain Deed that Transferred Property to GBH Trust
E	8/22/08		Certificate of the Gordon B. Hansen Trust Agreement

State of California

County of Kern

Declaration of Steve Hansen

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

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

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

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

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

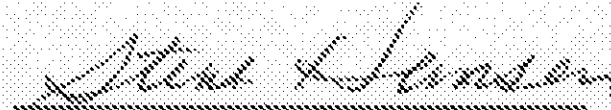
I will support her in whatever she wants to do about it, but I will not be able to come to court personally to help so I'm fine with my name being taken off the case. I live in Tehachapi, California, at least a four-hour drive away. I have an hour commute each way to a full-time job. I have family issues,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

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

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

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

DATED this 2nd day of October, 2016



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

3

Escrow NO: 14025231-144-CD
APN: 191-13-811-052

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:
GORDON B. HANSEN TRUST
2664 OLIVIA HEIGHTS AVENUE
HENDERSON, NV 89052

Inst #: 20160523-0001416
Fees: \$19.00
N/C Fee: \$0.00
05/23/2016 01:09:56 PM
Receipt #: 2771946
Requestor:
GORDON B HANSEN TRUST
Recorded By: COJ Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

ESCROW NO: 14025231-144-CD

CERTIFICATE OF INCUMBENCY

STATE OF Nevada)
COUNTY OF Clark) SS.

Nona Tobin, being first duly sworn upon oath, deposes and states as follows:

1. That Gordon Bruce Hansen, as Grantor, and Gordon Bruce Hansen, as Trustee(s) created the Gordon B. Hansen TRUST under an Agreement dated August 22, 2008, and amended August 10, 2011, (hereafter referred to as the "Trust").
The Trust provides that upon the death of Gordon Bruce Hansen, then Nona Tobin shall serve as surviving/ successor Trustee(s).
2. That Gordon Bruce Hansen, the Grantor/Trustee of said Trust has died and certified copy of the Death Certificate is attached hereto as Exhibit "A".
3. Nona Tobin, hereby files this Certificate and does hereby accept the appointment of surviving/ successor trustee(s) as provided for in the Trust.

1D

Dated this 20 day of JUNE, 2014.

Nona Tobin

Nona Tobin

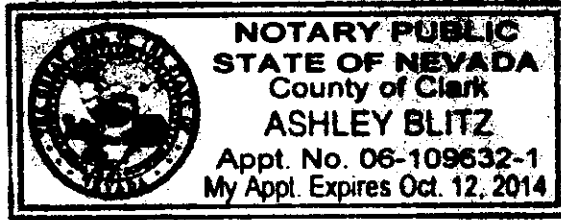
State of Nevada)

County of Clark) SS.

On JUNE 20, 2014, personally appeared before me, a Notary
Public NONA TOBIN

who acknowledged that she executed the above instrument.

Ashley Blitz
(Notary Public)



STATE OF NEVADA - DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH - VITAL STATISTICS

CERTIFICATE OF DEATH

2012000668

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK

DECEDENT

IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF DEATH

CONDITIONS IF ANY ERROR GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST

1. DECEASED NAME (FIRST MIDDLE LAST SUFFIX) Gordon Bruce HANSEN		2. DATE OF DEATH (Mo/Day/Year) January 14, 2012		3. COUNTY OF DEATH Clark	
3b. CITY, TOWN, OR LOCATION OF DEATH Henderson		3c. HOSPITAL OR OTHER INSTITUTION - Name (if not either, give street and number) St Rose Dominican Hospital - Siena Campus		3d. If Hosp. or Inst. Indicate DOA, OR Emer. Room Inpatient (Specify) Inpatient	
4. SEX Male		5. RACE White (Specify)		6. Hispanic Origin? Specify No - Non-Hispanic	
7a. AGE - Last birthday (Years) 64		7b. UNDER 1 YEAR MO. DAYS HOURS MINS		8. DATE OF BIRTH (Mo/Day/Yr) January 26, 1947	
9a. STATE OF BIRTH (If not U.S.A. name country) California		9b. CITIZEN OF WHAT COUNTRY United States		10. EDUCATION 18	
11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Divorced		12. SURVIVING SPOUSE (If wife, give maiden name)		13. SOCIAL SECURITY NUMBER 547-88-6401	
14a. USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even if Retired) Police Officer		14b. KIND OF BUSINESS OR INDUSTRY Law Enforcement		Ever in US Armed Forces? Yes	
15a. RESIDENCE - STATE Nevada		15b. COUNTY Clark		15c. CITY, TOWN OR LOCATION Henderson	
15d. STREET AND NUMBER 2664 Olivia Heights Avenue		15e. INSIDE CITY LIMITS (Specify Yes or No) Yes		16. FATHER/PARENT - NAME (First Middle Last Suffix) Charles Arvid HANSEN	
17. MOTHER/PARENT - NAME (First Middle Last Suffix) Maud Evelyn LEHSOU		18a. INFORMANT - NAME (Type of Print) Steven Eric HANSEN		18b. MAILING ADDRESS (If not at R.F.D. No. City or Town, State, Zip) 19813 Mesa Drive Tehachapi, California 93561	
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Cremation		19b. CEMETERY OR CREMATORY - NAME Palm Crematory		19c. LOCATION - City or Town State Las Vegas Nevada 89101	
20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) BART BURTON SIGNATURE AUTHENTICATED		20b. FUNERAL DIRECTOR LICENSE 50		20c. NAME AND ADDRESS OF FACILITY Neptune Society 8570 Del Webb Blvd Las Vegas NV 89134	
21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) RITA CHUANG MD SIGNATURE AUTHENTICATED					
21b. DATE SIGNED (Mo/Day/Yr) January 19, 2012					
21c. HOUR OF DEATH 19:50					
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)					
22a. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title)					
22b. DATE SIGNED (Mo/Day/Yr)					
22c. HOUR OF DEATH					
22d. PRONOUNCED DEAD (Mo/Day/Yr)					
22e. PRONOUNCED DEAD AT (Hour)					
23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) RITA CHUANG MD 2629 Horizon Ridge Henderson, NV 89052				23b. LICENSE NUMBER 9659	
24a. REGISTRAR (Signature) SUSAN ZANNIS SIGNATURE AUTHENTICATED				24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) January 19, 2012	
24c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Interval between onset and death	
25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c))					
(a) Pancreatic cancer					
(b) DUE TO, OR AS A CONSEQUENCE OF					
(c) DUE TO, OR AS A CONSEQUENCE OF					
(d) DUE TO, OR AS A CONSEQUENCE OF					
PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause listed in Part I				26. AUTOPSY (Specify Yes or No) No	
27. WAS CASE REFERRED TO CORONER (Specify Yes or No) No				28a. ACC. SUICIDE FROM UNSET OR PENDING INVEST (Specify)	
28b. DATE OF INJURY		28c. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		28d. DESCRIBE HOW INJURY OCCURRED	
28e. INJURY AT WORK (Specify Yes or No)		28f. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		28g. LOCATION - STREET OR R.F.D. No. CITY OR TOWN STATE	

STATE REGISTRAR

15371300

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS STATE OF NEVADA." This copy was issued by the Southern Nevada Health District from State certified documents as authorized by the State Board of Health pursuant to NRS 440.175.

NOT VALID WITHOUT THE RAISED SEAL OF THE SOUTHERN NEVADA HEALTH DISTRICT

Lawrence K. Sands, D.O., M.P.H.
Registrar of Vital Statistics

By: *[Signature]*
Date Issued: **JAN 23 2012**

SOUTHERN NEVADA HEALTH DISTRICT • 625 Shadow Lane P.O. Box 3902 • Las Vegas, Nevada 89127 • 702-759-1010 • Tax ID# 88-0151573

1E

DATE:
ADMINISTRATOR/EXECUTOR:
LOAN NO:
PROPERTY ADDRESS:

IDENTITY AFFIDAVIT

TO BE COMPLETED BY

Before me, the undersigned Notary Public, personally came and appeared the undersigned Administrator/Executor, who being duly sworn did depose and state the following:

1. My full legal name is NONA TOBIN
(First) (Middle) (Last) (Jr., Sr., III)
2. The address of my principal residence is 2664 OLIVIA HEIGHTS AVE.
(Street Address)
HENDERSON NV 89052
(City) (State) (Zip)
3. My date of birth is 12/07/1948
(Month/Day/Year)
4. Last 4 digits of Taxpayer Identification Number 4985
5. Representative's Title: Successor Trustee of the Gordon B. Hansen Trust (i.e. Administrator, Executor, Trustee)
6. The State and number of my driver's license or identification card are NV 170 205 5736
(State) (Number)
11/23/2011 12/07/2015
(Issue Date) (Expiration Date)

I swear under oath that the information provided in this Affidavit is true and correct to the best of my knowledge. I consent to the transfer of the information contained in this Affidavit for the sole purposes of verifying my identity and preventing fraud. I understand that this information will not be disclosed to any party for any other purpose.

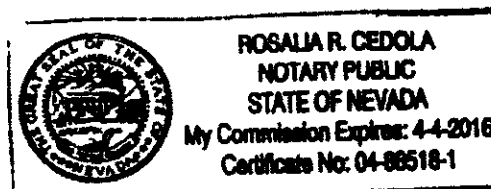
WITNESS THE HAND AND SEAL OF THE UNDERSIGNED.

State of NEVADA
County of CLARK
Administrator/Executor
Nona Joli, Successor Trustee
of the Gordon B. Hansen Trust

Subscribe and sworn to (or affirmed) before me on this 20th day of MAY, 20 13, by
NONA TOBIN, proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature Rosalina Cedola

Seal



4-1

20080827-0003627

Fee: \$16.00	RPTT: EX#007
N/C Fee: \$0.00	
08/27/2008	15:28:08
T20080191661	
Requestor:	
LEGAL EXPRESS	
Debbie Conway	SCA
Clark County Recorder	Pgs: 4

APN: 191-13-811-052

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That GORDON B. HANSEN, without consideration, does hereby Grant, Bargain, Sell and Convey to GORDON B. HANSEN, Trustee of the GORDON B. HANSEN TRUST, dated August 22, 2008, as amended, or restated, or his successors, all of his right, title and interest in that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 80, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Commonly known as: 2763 White Sage Drive, Henderson, NV 89052.

SUBJECT TO: 1. Powers of Trustee attached hereto as Exhibit "A" and by this reference incorporated herein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

GRANTEES ADDRESS: Mr. Gordon B. Hansen, 2664 Olivia Heights Ave., Henderson, NV 89052

Witness his hand this 22nd day of August, 2008.

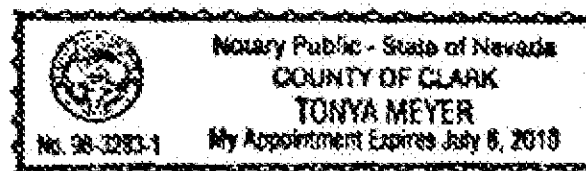
Gordon B. Hansen
GORDON B. HANSEN

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 22nd day of August, 2008, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared GORDON B. HANSEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Tonya Meyer
Notary Public



Mail Tax Statements to:
Mr. Gordon B. Hansen
2664 Olivia Heights Ave.
Henderson, NV 89052

When Recorded, Mail to:
Mr. Gordon B. Hansen
2664 Olivia Heights Ave.
Henderson, NV 89052

EXHIBIT "A"
POWERS OF TRUSTEE

GORDON B. HANSEN, Trustee, is hereby vested with complete powers of disposition of the real estate herein described, including the power to plat, sell, encumber, mortgage and convey as a whole or in parcels, and no person dealing with said Trustee shall be obligated to look beyond the terms of this instrument for power in the Trustee to sell, encumber, mortgage or convey, the real estate described herein.

Said Grantee is likewise hereby excused from any and all duties of diligence and responsibility respecting the propriety of any act of said Trustee purporting to be done under or by virtue of the terms of this issue.

This conveyance is made in Trust pursuant to and in accordance with the "GORDON B. HANSEN TRUST" which was executed on August 22, 2008.

**STATE OF NEVADA
DECLARATION OF VALUE**

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

FOR RECORDER OPTIONAL USE ONLY	
Document/Instrument #:	_____
Book _____	Page: _____
Date of Recording:	<u>Cent of Feb</u> <u>2008</u>

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

3. Total Value/Sales Price of Property \$ _____
 Deed in Lieu of Foreclosure Only (value of property) (_____)
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due \$ _____ 0

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 7
 b. Explain Reason for Exemption: Transfer without consideration to or from a Trust

5. Partial Interest: Percentage being transferred: N/A%

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

Signature Gordon B. Hansen Capacity Grantor
 Signature _____ Capacity _____

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

Print Name: GORDON B. HANSEN
 Address: 2763 White Sage Dr.
 City: Henderson
 State: NV Zip: 89052

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

Print Name: GORDON B. HANSEN TRUST
 Address: 2664 Olivia Heights Ave.
 City: Henderson
 State: NV Zip: 89052

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

Print Name: Mr. Gordon B. Hansen Escrow #: _____
 Address: 2664 Olivia Heights Ave.
 City: Henderson State: NV Zip: 89052

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

3627

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

CERTIFICATE OF REVOCABLE LIVING TRUST

AFFIANT being first duly sworn, deposes and says:

Contemporaneously with the execution of this Certificate, the undersigned, GORDON B. HANSEN, a resident of Clark County, Nevada, has executed that certain document entitled, the "GORDON B. HANSEN TRUST" dated August 22, 2008, which provides in pertinent parts as follows:

1. **TRUSTOR:** The Trustor under the terms of said Trust is GORDON B. HANSEN.
2. **TRUSTEE:** The Trustee under said Trust is GORDON B. HANSEN.
3. **SUCCESSOR TRUSTEE:** In the event of the death or incapacity of the original Trustee, NONA TOBIN, currently residing in Henderson, Nevada, shall serve as the Successor Trustee of all of the Trusts hereunder. If NONA TOBIN should become deceased, unable or unwilling to serve as a Successor Trustee, STEVEN ERIC HANSEN, currently residing in Tehachapi, California, shall serve as Successor Trustee of all of the Trusts hereunder.
4. **POWER TO AMEND OR REVOKE:** During the life of the Trustor, the Trust may be revoked in whole or in part by an instrument in writing signed by the Trustor and delivered to the Trustee. The Trustor may, at any time during the Trustor's life, amend any of the terms of the Trust by an instrument in writing signed by the Trustor and delivered to the Trustee.
5. **IDENTIFICATION NUMBER:** The Identification Number of the Trust shall be the social security number of the Trustor.
6. **FORM AND TITLE:** When transferring title to the Living Trust or naming the Living Trust as a beneficiary, new title should be held or the designation should be made as follows: "GORDON B. HANSEN as Trustee of the GORDON B. HANSEN TRUST, dated August 22, 2008," or "GORDON B. HANSEN, Trustee u/a/d 8/22/08." The term u/a/d stands for "under agreement dated."

7. **POWERS OF TRUSTEE:**

- (a) To register any securities or other property held hereunder in the name of Trustee or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustee shall show that all such investments are part of his respective funds.
- (b) To hold, manage, invest and account for the separate Trusts in one or more consolidated funds, in whole or in part, as he may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustee's books of account.
- (c) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- (d) To borrow money, mortgage, pledge or lease Trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (e) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of his discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of Trust funds.
- (f) To invest and reinvest in his absolute discretion, and he shall not be restricted in his choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.
- (g) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (h) To institute, compromise, and defend any action and/or proceeding.
- (i) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.

- (j) To partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustee may deem necessary to make division or partial or final distribution of any of the Trusts.
- (k) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.
- (l) To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustee, or by direct payment of such beneficiary's expenses.
- (m) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- (n) To accept additions of property to the Trusts, whether made by the Trustor, a member of the Trustor's family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.
- (o) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustee may determine, without regard to the amount of any such deposit or to whether or not it would otherwise be a suitable investment for funds of a trust.
- (p) To open and maintain safety deposit boxes in the name of this Trust.
- (q) To make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustor requests but does not direct, that the Trustee make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.
- (r) The powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.
- (s) The enumeration of certain powers of the Trustee shall not limit his general powers, subject always to the discharge of his fiduciary obligations, and being

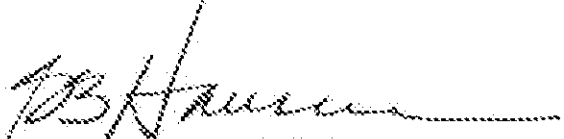
vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.

- (t) The Trustee shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.
- (u) In regard to the operation of any closely held business of the Trust, the Trustee shall have the following powers:
 - (1) The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.
 - (2) The power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and degree of the fiduciary's active participation in the management of the business and to that end to delegate all or any part of the power to supervise, manage or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.
 - (3) The power to engage, compensate and discharge, or as a stockholder owning the stock of the Corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants or other representatives, including anyone who may be a beneficiary or Trustee hereunder.
 - (4) The power to become or continue to be an officer, director or employee of a Corporation and to be paid reasonable compensation from such Corporation as such officer, director and employee, in addition to any compensation otherwise allowed by law.
 - (5) The power to invest or employ in such business such other assets of the Trust estate.
- (v) To borrow money at interest rates then prevailing from any individual, bank or other source, irrespective of whether any such individual or bank is then acting as Trustee,

and to create security interests in the Trust property by mortgage, pledge, or otherwise, to make a guaranty of, including a third party guaranty.

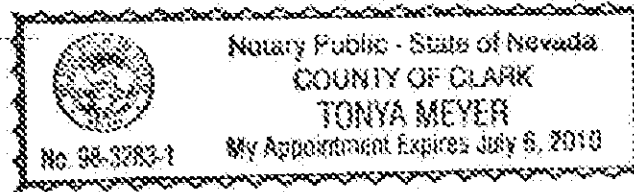
8. **REPRESENTATIONS.** The Trustor represents the Trust has not been revoked or amended to make any representations contained in this certification incorrect and that the signature below is that of the currently acting Trustee.

FURTHER YOUR AFFIANT SAYETH NAUGHT.


GORDON B. HANSEN

SUBSCRIBED and SWORN to before me
this 22nd day of August, 2008.


NOTARY PUBLIC



APPROVED AS TO FORM:


for ANDREW M. COX, ESQ.
ATTORNEY FOR TRUSTOR

Exhibit 2

June 9, 2015 Quit Claim Deed

F. Bondurant, LLC

To

Joel A. Stokes and Sandra F. Stokes

As Trustees

Of

Jimijack Irrevocable Trust

Inet #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2016 01:08:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

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

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

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

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

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

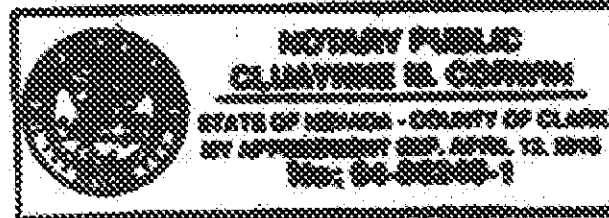
Signed, sealed and delivered in presence of:

Yewn Lee
Grantor
Yewn Lee Manager

State of Nevada)
) ss
County of Clark)

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

WITNESS my hand and official seal.



Signature: *Christy M. Coward*

No 04-08240-1
April 12, 2016

**STATE OF NEVADA
DECLARATION OF VALUE**

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

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

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

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

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

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

Signature [Handwritten Signature] Capacity: Manager

Signature _____ Capacity: _____

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

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

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

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

6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

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

10 Plaintiffs,

11 vs.

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

14 Defendants.

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

18 Counter-Claimant,

19 vs.

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

22 Counter- Defendants.
23
24

Case No.: A-15-720032-C

Dept. No.: XXXI

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

1 **ANSWER**

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

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

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

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

14 ///

15 ///

16
17 **AFFIRMATIVE DEFENSES**

18 **FIRST AFFIRMATIVE DEFENSE**
19 **(Failure to State a Claim)**

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

22 **SECOND AFFIRMATIVE DEFENSE**
23 **(Priority)**

24 Defendant's equitable Grant, Bargain, Sale Deed takes priority over Plaintiffs' fraudulent

1 Quit Claim Deed.

2 **THIRD AFFIRMATIVE DEFENSE**
3 **(Assumption of Risk)**

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

8 **FOURTH AFFIRMATIVE DEFENSE**
9 **(Commercial Reasonableness)**

10 Per *Shadow Wood Court*, (*Shadow Wood Homeowners Association Inc. v. NY Com. Bank*
11 132 Nev. Adv Op 5 at 15 (2016), this Court must invalidate the HOA Sale as the sale price was
12 less than 20% of Fair Market Value and the sale involved unjust enrichment, and fraudulent acts,
and omissions and fraudulent concealment of misdeeds.

13 **FIFTH AFFIRMATIVE DEFENSE**
14 **(Equitable Doctrines and NRS 116.1113 Obligation of good faith)**

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

17 **SIXTH AFFIRMATIVE DEFENSE**
18 **(Fraudulent Concealment)**

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

1 **SEVENTH AFFIRMATIVE DEFENSE**
2 **(Waiver and Estoppel)**

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

5 **EIGHTH AFFIRMATIVE DEFENSE**
6 **(Void for Vagueness and Ambiguity)**

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

11 **NINTH AFFIRMATIVE DEFENSE**
12 **(Violation of Due Process)**

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

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

22 *Id.*

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

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

The HOA sale was conducted in a manner that deprived Defendant of her property interest without due process pursuant to: Due Process Clause of the Nevada Constitution and United States Constitution, violations of the Sun City Anthem Community Association, Inc. (HOA) governing documents; non-compliance with NRS 116.31085, NRS 38.310, NRS 116.31162 through NRS 116.31168, for reasons equivalent to due process violations lenders experienced by the opt-in notice scheme of NRS 116.3116 et seq.

**ELEVENTH AFFIRMATIVE DEFENSE
(Supremacy Clause)**

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

**TWELFTH AFFIRMATIVE DEFENSE
(Property Clause)**

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

**THIRTEENTH AFFIRMATIVE DEFENSE
(Unjust Enrichment)**

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

//

1 **FOURTEENTH AFFIRMATIVE DEFENSE**
2 **(Failure to Mitigate Damages)**

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

5 **FIFTEENTH AFFIRMATIVE DEFENSE**
6 **(Additional Affirmative Defenses)**

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

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

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

19 **COUNTERCLAIM**

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

I.

1 **PARTIES, JURISDICTION, AND VENUE**

2 1. Counter-Claimant, NONA TOBIN, Trustee of the GORDON B. HANSEN TRUST,
3 Dated 8/22/08, (Herein “*Counter-Claimant*” or “*Tobin*”), is an Individual, and is a resident of
4 Sun City Community Association, Inc. (HOA), Henderson, Nevada. She is a beneficiary of, and
5 the Trustee of, the Gordon B. Hansen Trust, dated 8/22/08 as amended 8/10/11 (Herein “*GBH*
6 *Trust*”), the titleholder of the Subject Property at the time of the disputed foreclosure sale (Herein
7 “HOA sale”) for delinquent assessments (Herein “HOA dues”).

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

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

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

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

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

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

5 15. That on August 15, 2014, the Subject Property was sold at an HOA foreclosure sale that
6 was held by Sun City Anthem Community Association, Inc., and was purchased by Opportunity
7 Homes, LLC for a commercially unreasonable sum of \$63,100.00.

8 16. That the HOA foreclosure sale violated Nevada law, and was otherwise procedurally
9 defective, null, and *void*.

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

14 18. That the Stokes claim to legal title, which totally depends on the extinguishment of the
15 first Deed of Trust, has been nullified pursuant to Ninth Circuit Court of Appeals recent ruling in
16 the previously-cited *Bourne Valley* case.

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18
19 **FIRST CAUSE OF ACTION:**

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

21 19. The HOA Sale is void and should be set aside or rescinded for failure of HOA, the
22 HOA Agents and the fictitious Defendants to assure due process to Counter-Claimant via the
23 provision of proper, and sufficient notices or conduct hearings, appeals, or pre-foreclosure
24

1 mediation as required by Nevada statutes and the HOA governing documents.

2 20. Due to the numerous defects in the chain of title via the invalid HOA sale, and invalid
3 subsequent transfers of title, Counter-Defendants are not bona fide title holders, and Counter-
4 Claimant is entitled to declaratory relief, quieting title in her favor.

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

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

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

13 24. That Subsequent Purchasers were not Bona Fide Purchasers nor Innocent Third Parties
14 is a factor for the Court to evaluate if making a Quiet Title Award to the Counter-Claimant who
15 may be harmed by the award of relief. (*Smith v. United States*, 373 F.2d 419, 424 as cited in
16 *Shadow Wood*.)

17 25. Counter-Claimant alleges that the Stokes and other subsequent purchasers have
18 "Unclean Hands" and further alleges that:

19 26. That NRS 111.180 (2) rules out the Stokes, Jimijack, and F. Bondurant, LLC in default,
20 and Yuen Lee as innocent parties in that the subsequent purchaser cannot be deemed bona fide if
21 they "had actual knowledge, constructive notice or reasonable cause to know of the fraud
22 intended."

23 27. That Joel and Sandra Stokes cannot be construed to be innocent third parties because
24

1 of: a) their knowledge of other HOA foreclosures and clouded titles they own; b) their
2 participation in fraudulent acts during the property's re-conveyance after the sale; c) their failure
3 to properly register and license Jimijack as a business entity while attempting to use it as a shield
4 against the property's forfeiture in an adverse judgment; and d) their knowledge of the defects in
5 this property's title that increased their probability of gaining an unjust windfall from a first deed
6 of trust without a clear owner of the Note.

7 47. That F. Bondurant, Named Defendant in the A-730078 case, the other supposed
8 successive purchaser, also has many flaws in the manner in which title passed briefly through the
9 name of an entity in default, as well as the fact that the F. Bondurant "Manager" Yuen K. Lee's
10 signature is on the falsely notarized deed as Thomas Lucas conveying the property to the Stokes.

11 48. That JIMIACK lacks standing to be the Real Party in Interest, as it is not a properly
12 licensed and registered entity to conduct business in Nevada, per NRS Chapter 76, 78, 80, 86 or
13 88 or 88A.

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

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

20 51. That owning and receiving rents from HOA foreclosures is business for which proper
21 business licensing is required (NRS 363.015).

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

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

6 54. That STOKES are using protections and accessing freedoms afforded to other types of
7 trusts under NRS 163 and NRS 164 intended to illegitimately protect property from forfeiture
8 rather than the more conventional use of Grantor Trusts to protect assets after the death of the
9 Grantor.

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

13 **SECOND CAUSE OF ACTION:**

14 **FRAUDULENT RE-CONVEYANCE**

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

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

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

1 58. That Stokes' Counsel deliberately withheld from the Court's attention, the one recorded
2 document that purports to convey title to them, in order to conceal serious defects and their
3 complicity in it.

4 59. To correct this failing, a true and correct copy of the June 9, 2015 Quit Claim Deed that
5 is the sole documentation of the Stokes interest in the Subject Property, is attached hereto as
6 **Exhibit 2.**

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

- 10 a. Ms. Corwin using her stamp as an offer of proof that for an instrument known to be
11 false NRS 240.075;
- 12 b. not making an entry into her journal of legally-required information NRS 240.120
13 (1)(b)(c)(d)(e)(f)(g);
- 14 c. not requiring identification (NRS 240.,120(4), NRS 240.155 (1)(2);
- 15 d. notarizing the signature of someone who was not in her presence, (NRS 240.155),
- 16 e. refusing to give TOBIN an acknowledgement that there was no notarial entry in her
17 journal;
- 18 f. refusing to provide a certified copy of the page where the entry should have been;
19 and
- 20 g. Refusing to allow her journal to be inspected for other signatures she notarized
21 involving parties in this case, or their Counsel, Mr. Hong. *See*, NRS 240.120(6)(a)
22 NRS 240.147.

23 61. Counter-Claimant alleges that the notary, CluAynne A. Corwin, and her attorney,
24 Peter Mortenson, share a law office with F. Bondurant's non-commercial agent and Stokes'
attorney, Joseph Hong, and that their actions_unfairly advantaged Hong's client, the Stokes.

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

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

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

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

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

14 65. That the instrument cannot legally convey real property due to the violations of the
15 *Statute of Frauds*:

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

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

20 68. c) NRS 111.345 does not permit an improperly notarized instrument to legally convey
21 real property or to be received into evidence.

22 //

23 //

1 THIRD CAUSE OF ACTION:

2 UNJUST ENRICHMENT

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

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

8 71. That the Stokes acquired the Subject Property for a commercially unreasonable sum of
9 One Dollar.

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

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

16 74. That the Stokes have acquired multiple HOA foreclosures which share a common
17 defect in the chain of title through the same questionable "Quit Claim for One Dollar Method",
18 and that their knowledge of specific title defects made these properties the perfect targets to
19 perpetuate an extraordinarily profitable "rental scam", i.e., be able to collect rents on a property
20 purchased for pennies on a dollar and without paying a mortgage, taxes, or insurance for a very
21 long time because there was no clear owner of the security interest with standing to foreclose.

22 75. That the Stokes' accumulation of excessive profits from acquiring multiple similarly-
23 distressed HOA foreclosure properties is not a product their astute real estate investment acumen
24 or strategy or a fortuitous happenstance of timing, but rather by illicit acts in complicity with the

1 buyers and sellers at the HOA sales that permitted them to unjustly and covertly to enrich
2 themselves.

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

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

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

20 79. That Counter-Defendants and fictitious Counter-Defendants have benefitted from the
21 unlawful HOA Sale and nature of the real property.

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

4 81. That if Counter-Claimant's counterclaim is successful in quieting title against
5 Counter-Defendants, and setting aside the defective HOA Sale, Counter-Defendants and
6 fictitious Counter-Defendants will have been unjustly enriched by the HOA Sale and usage of
7 the Property.

8 82. Counter-Claimant has suffered and will continue to suffer damages if Counter-
9 Defendants and fictitious Counter-Defendants are allowed to retain their interests in the Property
10 and the funds received from the HOA Sale, including but not limited to, any rental income they
11 may be receiving from the property.

12 **FOURTH CAUSE OF ACTION:**

13 **CIVIL CONSPIRACY**

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

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

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

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

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

9 a) formation and use of a corporation to transfer to it the existing liability of another
10 person or entity (*Shea v. Leonis*, supra, 14 Cal. 2d 666)

11 b) the concealment and misrepresentation of the identity of the responsible
12 ownership, management and financial interest [210 Cal. App. 2d 840]

13 c) disregard of legal formalities and the failure to maintain arm's length relationships
14 among related entities (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)

15 d) the use of a corporation as a mere shell, instrumentality or conduit for a single
16 venture or the business of an individual or another corporation (*McCombs v.*
17 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.
18 2d 661)

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

23 f) the confusion of the records of the separate entities [210 Cal. App. 2d
24

1 839] (Riddle v. Leuschner, supra, 51 Cal. 2d 574)

2 89. That Counter-Defendants JOEL AND SANDRA STOKES; HOA agents, RMI,
3 President, Kevin Wallace; FSR, President, Steven Parker; RRFS, President Joel Just; RRFS
4 agents Christie Marling, Rebecca Tom, and Eungel Watson; BHHS Realtor Thomas Lucas,
5 Attorney Joseph Hong; Attorney Peter Mortenson; Notary CluAynne M. Corwin; Yuen K. Lee
6 as individual and as Manager of defaulted F. Bondurant, LLC; Realtor Robert Goldsmith; BHHS
7 Realtor Carlos Caipa; BHHS Realtor Kristen Madden; and fictitious Defendants, acted covertly,
8 in concert to: a) Conduct and/or participate in the HOA sale from which others were excluded;
9 and/or b) concealed the true nature, financing and timing of subsequent transfers of title and/or
10 c) to market the Subject Property.

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

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

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

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

- 1 c) violated MLS directives by marketing an HOA foreclosed-property on the MLS;
2 d) caused to be recorded the fraudulent June 9, 2015, Quit Claim Deeds that falsified
3 the chain of title;

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

8 **FIFTH CAUSE OF ACTION:**

9 **PRELIMINARY AND PERMANENT INJUNCTIONS**

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

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

15 95. That Counter-Defendants claim an ownership interest in the Property that is adverse to
16 Counter-Claimant;

17 96. That Counter-Defendants' have unfairly profited from possession of the Property since
18 the HOA sale;

19 97. That Counter-Defendants are trying to quiet title by nefarious means before other
20 interested parties' claims are heard.

21 98. That Counter-Defendants and their agents, have used aggressive, inappropriate and
22 illegal methods to attempt to sell the property before the claims of other interested parties can be
23 heard on their merits by a) making false statements to the Court to get rulings to Quiet Title in
24

1 their favor; b) use a licensed Realtor to use the MLS to market an HOA foreclosure property for
2 sale in violation of MLS policy; c) did not honor Nationstar's January 22, 2015, Request for
3 Notice recorded per NRS 107; and d) have never recorded a Lis Pendens which would have
4 provided appropriate public Notice of their June 16, 2015 lawsuit.

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

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

10 100. That the Stokes marketed the Subject Property in direct violation of the published
11 policy the Greater Las Vegas Valley Association of Realtors (GLVAR) to not use the Multiple
12 Listing Service (MLS) for marketing HOA foreclosure properties.

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

19 **Misrepresentations to the Court**

20 102. Judicial notice is requested of the fact that the Stokes' Counsel declared, under penalty
21 of perjury, in their July 6, 2016 Order Shortening Time that "*Jimijack is a party to the Real*
22 *Estate Purchase Agreement with a third party...Thus, based on the July 14, 2016 status hearing,*
23
24

1 *Jimijack is hopeful and believes that the third party buyer will agree to a short extension for the*
2 *close of escrow from June 27, 2016 to July 15, 2016.”*

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

8 104. That any sale or transfer of the Property, prior to the judicial determination of the
9 respective rights and interests of the parties, should be rendered invalid.

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

13 **PRAYER**

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

- 16 a. For a declaration and determination that Counter-Claimant’s interest is superior to
17 the interest of Plaintiff, and all other Counter-Defendants;
- 18 b. In the alternative, that the Stokes/Jimijack have no ownership rights whatsoever to
19 the Subject Property and quiet title is awarded to Counter-Claimant;
- 20 c. For a declaration and determination that even if all transfers of title to the
21 Property were subject to Hansen's Deed of Trust, legal ownership, including the
22 right to foreclose on the underlying debt, has not yet been determined;
- 23 d. For a declaration and determination that the HOA Sale is null, void, and did not
24

1 convey title from Counter-Claimant;

2 e. For a declaration and determination that the HOA sale was invalid and null and
3 void for the HOA's and HOA Agents' statutory and procedural violations;

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

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

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

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

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

22 k. For a declaration and determination that the HOA sale was not commercially
23 unreasonable with a sales price at 18% of fair market value;

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

1 u. For reasonable costs and fees incurred by Counter-Claimant for the prosecution of
2 this matter;

3 v. For any other relief the Court may deem just and proper.

4 Dated this ___ day of November, 2016.

5
6
NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
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9 *Defendant in Intervention/Counter-Claimant*
10 *In Proper Person*
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1 NONA TOBIN, Trustee
2 Gordon B. Hansen Trust, Dated 8/22/08
3 2664 Olivia Heights Avenue
4 Henderson NV 89052
5 Phone: (702) 465-2199
6 nonaTOBIN@gmail.com
7 *Defendant-in-Intervention/Cross-Claimant,*
8 *In Proper Person*

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

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

14 Plaintiffs,

15 vs.

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

20 Defendants.

21 **NATIONSTAR MORTGAGE, LLC,**

22 Counter-Claimant,

23 Vs.

24 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 No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S CROSSCLAIM
AGAINST SUN CITY ANTHEM
COMMUNITY ASSOCIATION, INC.
(HOA)**

1
2 NONA TOBIN, an individual, Trustee of the
3 GORDON B. HANSEN TRUST, dated
4 8/22/08

5 Cross-Claimant,

6 vs.

7 SUN CITY ANTHEM COMMUNITY
8 ASSOCIATION, INC.,

9 Cross-Defendant.

10
11 **CROSSCLAIM**

12 COMES NOW, Defendant-In-Intervention/Cross-Claimant, NONA TOBIN, Trustee of
13 the Gordon B. Hansen Trust, (hereinafter "*Cross-Claimant*" or "*TOBIN*"), in proper person, and
14 hereby submits her cross claim against SUN CITY ANTHEM COMMUNITY ASSOCIATION,
15 INC ("*Cross-Defendant*" OR "*HOA*") as follows:

16 **I.**

17 **PARTIES, JURISDICTION, AND VENUE**

18 1. Cross-Claimant, NONA TOBIN, is an Individual, and is a resident of Sun City
19 Community Association, Inc. (Herein "*HOA*") Henderson, Nevada. TOBIN is a both a
20 beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein "*GBH TRUST*"), dated
21 8/22/08, the titleholder of the Subject Property at the time of the disputed foreclosure sale
22 (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

23 2. Cross-Defendant, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., is a
24 Nevada Non-profit Corporation formed under NRS 82 and operating under NRS 116. HOA

1 conducted its business entirely through HOA AGENTS under contract from inception until HOA
2 went to self-management on April 1, 2016.

3 3. The March 31, 2014 HOA Management contract was with FirstService Residential,
4 Nevada, LLC (FSR).

5 4. The February 26, 2010 HOA Management contract was with RMI Management, LLC
6 (RMI), signed by Kevin Wallace, RMI President.

7 5. The HOA surprisingly contracted separately for debt collection on April 27, 2012
8 with Red Rock Financial Services (RRFS), although RRFS is not a separate legal entity, and
9 FSR carries the only NRS 649 debt collector license d/b/a Red Rock Financial Services.

10 6. RMI, FSR and RRFS will be referred to herein collectively as “*HOA AGENTS*” as
11 they are not as yet existing parties as Named Defendants.

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

15 8. The Real Subject Property that is the subject of this civil action is commonly known
16 as: 2763 White Sage Drive, Henderson, Nevada 89052, A.P.N 191-13-811-052 (“*Subject*
17 *Property*”).

18 9. Venue and jurisdiction is proper as this action is within the jurisdictional limits of this
19 Court. Venue is proper because the Subject Property involved in this case is located in, and the
20 disputed HOA sale giving rise to Cross-Claimant’s claims occurred in Clark County, Nevada.

21 10. This Court has the authority to unwind and nullify all title changes precipitated by the
22 fatally-flawed HOA sale and return title to the Gordon B. Hansen Trust “GBH TRUST”, that
23 was the titleholder at the time of the sale, on August 15, 2014, subject to whatever liens as may
24 later be determined to encumber the title.

1 ///

2 ///

3 **II.**

4 **STATEMENT OF FACTS**

5 7. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
6 herein.

7 8. Gordon B. Hansen (Herein "*GBH*" or "*Hansen*") owned the Subject Property from
8 the time it was built in 2003, and originally held title with his then-wife, Marilyn.

9 9. Marilyn Hansen executed a Quit Claim Deed on June 4, 2004 (recorded June 11,
10 2004) granting her marital interest in the Subject Property to him as his sole Subject Property in
11 the divorce settlement.

12 10. GBH recorded the transfer of the Subject Property into the Gordon B. Hansen Trust,
13 dated August 22, 2008, on August 27, 2008, and the GBH TRUST retained the title until the
14 disputed HOA foreclosure sale on August 15, 2014.

15 11. On January 14, 2012, Hansen died after a protracted illness, and the Subject Property
16 went to his heirs, son Steve Hansen and fiancée Nona TOBIN, who were equal beneficiaries
17 under the terms of the sole amendment (August 10, 2011) to the GBH TRUST.

18 12. Nona TOBIN (Herein "*Counter-Claimant*" or "*TOBIN*") became the Successor
19 Trustee of the GBH TRUST upon the Grantor's death. TOBIN was the fiancée, and later, the
20 caregiver for Hansen.

21 13. Hansen's address of record had been at 2664 Olivia Heights Ave., a residence also in
22 the HOA which has been TOBIN's residence from 2004 to the present.

23 14. When Mr. Hansen died, he was current on his loans, taxes, insurance and homeowner
24 assessments (HOA dues) related to the Subject Property.

1 15. In 2012, Las Vegas Valley Subject Property values were at a low point, and there were
2 lots of distressed “under water” properties that owners were abandoning or vandalizing and
3 banks were refusing to protect that were creating serious blight on many neighborhoods
4 throughout the valley.

5 16. Rather than abandon the Subject Property or to allow it to fall into disrepair and
6 become a blight in this HOA, TOBIN allowed the renters who were down on their luck to remain
7 rent-free as caretakers after Hansen’s death. Within a few weeks, TOBIN listed the Subject
8 Property for a short sale with Proudfit Realty in February, 2012, and it was on the market for 459
9 days, during which there were two contingent sales.

10 17. In spite of TOBIN’s attempts to minimize deterioration of the Subject Property which
11 she believed to be solely in the financial interest of the bank, Bank of America (Herein “*BANA*”)
12 refused to protect the Subject Property, engaged in abusive debt collection practices, robo-calling
13 TOBIN’s residence up to 500 times while simultaneously refusing to close multiple escrows and
14 even refusing to accept TOBIN’s offer of a deed in lieu in July, 2013.

15 18. TOBIN had continued to pay HOA dues until there was a contingency short sale and
16 escrow opened; TOBIN evicted the caretakers so the prospective purchasers could move in early
17 October, 2012.

18 19. After six months of BANA’s losing documents, demanding repeated submission of
19 dozens of pages of documents, and BANA’s Investor’s refusal to accept any appraisals or offers,
20 the Buyers withdrew their offer and moved out in April, 2013.

21 20. In May, 2013, TOBIN accepted a \$395,000 offer, contingent on BANA’s Investor’s
22 approval (\$6,000 above the \$389,000 balance due on the loan and \$80,000 above the appraisal),
23 but after two months of hassles and problems with BANA’s closing escrow, the offer was
24 withdrawn.

1 21. Due to BANA's Investor's non-acceptance of the offer, the full payment of all HOA
2 claims was also lost, i.e. \$2,317 from Buyer and \$3,055.47 from BANA for delinquent dues, late
3 fees, and collection charges, and the asset enhancement fee (1/3 of 1% of gross sales price
4 required by CC&Rs section 8.12).

5 22. TOBIN paid the HOA dues for the Subject Property through September 30, 2012. until
6 The first quarter of nonpayment of HOA dues began October 1, 2012, and the first day of actual
7 and continuing delinquency was October 31, 2012.

8 23. HOA AGENTS erroneously reported to the Board, and ultimately, falsely recorded on
9 the Lien and notices of Default and Election to Sell (NODES), that there were no payments since
10 July 1, 2012.

11 24. HOA AGENTS did not correctly process TOBIN's check (\$300 for July 1 \$275 dues
12 + July 31 \$25 late fee for Subject Property) delivered to the HOA on August 17, 2012 (together
13 with her properly-processed HOA dues check for TOBIN's residence), and the account was
14 erroneously placed pre-maturely into collections on September 17, 2012, 43 days before the first
15 day of actual delinquency.

16 25. The HOA AGENTS falsely informed the HOA Board and recorded in all notices using
17 the wrong date and amount of default, claiming the account was delinquent as of July 1, 2012,
18 and that as of October 31, 2012 (the first date of actual delinquency) that the assessment balance
19 was \$382.26.

20 26. The original error was never corrected, and in fact, compounded over time due to the
21 HOA AGENTS' failure to properly apply payments to dues first then fees, and adding
22 unauthorized charges.

1 27. All notices from HOA AGENTS were given to the Realtors who also processed the
2 RRFS payoff demands sent to servicing bank, Bank of America (BANA) or, after December 1,
3 2013, to the new servicing bank, Nationstar, during the various escrows.

4 28. When TOBIN, in complete frustration, offered the keys to BANA, she notified them
5 that she would no longer financially support the Subject Property in the face of their neglect and
6 abuse. TOBIN stopped paying for, and turned off, the utilities.

7 29. BANA took possession by changing the locks and putting a lock box on the house,
8 but refused to pay for utilities or do anything at all to preserve the Subject Property. Once the
9 utilities were turned off, TOBIN had to deal with City of Henderson Code Compliance to drain
10 the pool when it turned green.

11 30. BANA required TOBIN to go through a several month process to determine if the
12 Subject Property qualified for a “deed-in-lieu” and then notified TOBIN verbally that it did not
13 qualify, and that BANA was closing the file with no action. BANA did not return possession or
14 change locks back and did not remove the lockbox when they refused to take title.

15 31. BANA sent TOBIN a written notice that Nationstar would be the new servicing bank
16 for the loan effective December 1, 2013, and BANA was never heard from again.

17 32. Exhausted from, by then, two years of debt collection harassment from BANA and
18 then Nationstar as well as having serious concerns about the liability to the Trust of having title to
19 the vacant Subject Property without having possession of it, TOBIN asked Realtor Craig LEIDY
20 (Herein “LEIDY”) to help her. LEIDY inspected the house and found that BANA had only
21 secured the front door, but had left the back door unlocked.

22 33. TOBIN re-took possession of the unlocked house and signed a new listing agreement
23 with Realtor Craig LEIDY, Berkshire Hathaway Home Services (BHHS) f/k/a Prudential, on
24 February 20, 2014 through June 20, 2014, which was later extended to October 31, 2014.

1 34. TOBIN signed a “Do Not Call” form to get Nationstar to deal only with LEIDY, but no
2 sooner had the bank robo-calls stopped, and TOBIN was inundated with bank-demanded
3 documents to sign to get a short sale approved and the HOA AGENT, Red Rock Financial
4 Services (RRFS) intensified its demands.

5 35. TOBIN gave LEIDY the February 12, 2014 HOA Notice of Sale (NOS) that the HOA
6 sale was scheduled on March 7, 2014. LEIDY went to RRFS office and met with Agent Christie
7 Marling because there were immediate offers on the Subject Property to get the HOA sale
8 postponed.

9 36. Before the HOA sale was actually held, there were multiple postponements because,
10 upon information and belief, there were multiple offers, an internet auction, and several
11 contingency sales that fell out of escrow due to repeated refusals by the Investor to accept offers.

12 37. The HOA sale was actually held on August 15, 2014 with no notice to Cross-
13 Claimant’s BHHS agent LEIDY who had requested and received notices previously.

14 38. As soon as LUCAS notified LEIDY of the new planned date for the HOA sale, LEIDY
15 attempted to reach RRFS agent Christie Marling, but she was unavailable to respond to his
16 request for postponement.

17 39. TOBIN only found out the sale had occurred after the fact verbally from LEIDY, and
18 never received notice herself, written or verbal, from the HOA or HOA AGENTS that the HOA
19 sale was to be held, or had been held, and

20 40. That all the title rights of the GBH TRUST to the Subject Property were taken without
21 notice which had been requested.

22 41. That the HOA foreclosure sale violated Nevada law, and was procedurally defective,
23 and thus, null, and *void*.

1 42. That the HOA sale was procedurally defective and thereby abridged Counter-
2 Claimant's title and other Subject Property rights without Constitutionally-, statutorily- and
3 procedurally-mandated due process.

4 43. That due to the fact that the Subject Property was purchased at the HOA sale for less
5 than 20% of the fair market value to a licensed Realtor with specific knowledge of the issues with
6 the chain of title, the Buyer at the HOA sale was not a *bona fide* purchaser.

7 44. That the HOA sale was void as statutorily non-compliant;

8 45. That HOA AGENTS illegally held the HOA sale without completing the mandatory
9 pre-foreclosure mediation process and

10 46. That HOA AGENTS withheld and/or provided false information to enforcement
11 officials to evade detection of their illegal acts which resulted in the wrongful foreclosure of the
12 Subject Property and damages to Cross-Complainant by the loss of title, possession, and use of
13 said Subject Property.

14 **FIRST CAUSE OF ACTION:**

15 **Wrongful Foreclosure (Against The HOA and HOA AGENTS)**
16 **Statutorily Non-Compliant**

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

19 48. The HOA did not conduct an equitable, Constitutionally-valid foreclosure sale in
20 compliance with the mandatory pre-requisites and conditions defined in the governing statutes
21 NRS (2013) 116.31162-NRS 116.31168, NRS 38.310(a), NRS 116.31085.

22 49. NRS 116.3116 was violated by HOA AGENTS in that the December 14, 2012 lien
23 included unauthorized and false charges.

24 50. NRS 116.31162 was violated by HOA AGENTS in that the non-conforming notices

1 were not consistently, or timely, sent to the Owner's address of record, and the pattern resulted in
2 the unfair removal of the owners' Subject Property rights without due process and for the unjust
3 enrichment of HOA AGENTS and their confederates.

4 51. There are defects with the notice of sale that the Court should rule rendered it invalid:

5 1) LEIDY had previously received four requested notices of changes to the original March 7,
6 2014 sale date, but was not notified when the sale actually occurred; 2) HOA AGENTS falsely
7 told Nevada enforcement agents that the Notice of Sale was canceled on May 15, 2014 because
8 the "owner was retained".

9 52. NRS 116.31164 was violated by HOA AGENTS in that 1) oral postponement of the
10 sale exceeded NRS 107 limits; 2) HOA AGENTS structured the collection and foreclosure
11 process to their own unjust enrichment instead of exclusively for the benefit of the HOA which
12 had the statutory right to bid on and own the Subject Property, sue or take other actions beside
13 foreclosure; 3) Violated Section 3(b) by failing to deliver a copy of the Foreclosure Deed to the
14 Nevada Real Estate Division (NRED) Ombudsman (OMB) within 30 days after the sale. This
15 intentional failure allowed HOA AGENTS to keep covert the fact that they held the HOA sale
16 illegally after falsely telling the Ombudsman (OMB) that the Notice of Sale (NOS) was canceled
17 on May 15, 2014 because the "owner was retained."

18 53. NRS 116.31085 governs limitations on power of executive board to meet in executive
19 session; procedure governing hearings on alleged violations; requirements concerning minutes of
20 certain meetings. The guaranteed forms of due process were not provided in that: a) The HOA
21 Board did not hold a hearing allowing b) presentation of evidence c) right to counsel, d) the right
22 to present witnesses or comply with section (5)...provide even "the minimum protections that
23 the executive board must provide before it may make a decision. The provisions of subsection 4
24 do not preempt any provisions of the governing documents that provide greater protections."

1 54. The HOA violated and continues to violate section (6) “The executive board shall
2 maintain minutes of any decision made pursuant to subsection 4 concerning an alleged violation
3 and, upon request, provide a copy of the decision to the person who was subject to being
4 sanctioned at the hearing or to the person's designated representative” in that they refuse direct
5 requests from the affected individual’s representative wrongly claiming to be bound by
6 unspecified NRS 116 provisions requiring confidentiality of all executive session discussions
7 with no exceptions.

8 **SECOND CAUSE OF ACTION:**

9 **Failure To Provide Due Process: Procedurally Noncompliant**
10 **(Against The HOA And HOA AGENTS)**

11 55. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
12 herein.

13 56. Cross-Claimant was damaged and suffered the loss of the Subject Property without
14 being provided due process because the HOA failed to conform to the procedural due process
15 requirements mandated by their Governing Documents, their HOA Rules and Regulations, and
16 their Resolution Establishing the Governing Documents Enforcement Policy & Process.

17 57. The “greater protections”, guaranteed by both the HOA Bylaws and the HOA’s
18 November 17, 2011 Resolution Establishing the Governing Documents Enforcement Policy &
19 Process, were not utilized in this case, resulting in further procedural due process violations
20 against TOBIN which contribute to the justification for voiding the HOA sale.

21 58. On August 13, 2014, exactly two days before the surprise HOA foreclosure sale was
22 held, a Notice of Sanctions was sent to TOBIN’s residence, notifying the owner of the Subject
23 Property of the procedural due process being offered to address an allegation of dead plants on
24 the Subject Property, an outstanding example of how the process was supposed to be handled

1 when done correctly and how well HOA AGENTS knew to apply the procedure for handling
2 allegations of CC&R violations when applied to trivial violations.

3 59. The HOA Board, as a standard practice, made the most momentous decision about the
4 Subject Property and the appropriate sanction for the owner in delinquency, i.e. whether a) to
5 purchase the Subject Property, b) to offer a payment plan or other mitigation, c) to sue in small
6 claims court or d) or to foreclose thereby issuing the ultimate sanction of completely losing the
7 \$400,000 Subject Property, based solely on allegations made in secret by its Managing Agent
8 (FSR) and its Debt Collector Agent (FSR d/b/a RRFS).

9 60. That HPA Agents are financially incentivized to disregard the HOA member's rights
10 to due process and to manipulate the HOA Board into essentially having only a "kangaroo court"
11 for collections issues.

12 61. The HOA and HOA AGENTS failed to conform to the very specific steps "that
13 provide greater protections" and are required whenever there is an allegation that a homeowner
14 has violated the governing documents that may result in a sanction, e.g., 1) notice of the violation
15 and possible sanction, 2) request for the owner to reply in writing, and 3) a notification that a
16 hearing will be held at a specific time/day, and 4) that the owner has a chance to reschedule it
17 once. None of these greater protections were offered in this case that led to the sanction of losing
18 all rights to a house valued at approximately \$400,000.

19 62. The resolution also provided that the owner "will have the right to make a statement to
20 the Hearing Panel, present written testimony, provide documentation, and/or invite a witness to
21 testify on their behalf." None of these guaranteed due process rights were offered in the case that
22 ended in foreclosure, the ultimate sanction for violation of the CC&Rs.

23 63. That the resolution provided guaranteed due process including a) a hearing is held
24 which the Owner may choose to attend, b) a decision is made, c) a Notice of Sanctions letter

1 goes to the Owner that d) allows the Owner 15 days to e) appeal to the Board of Directors, e)
2 The Board reviews the appeal in executive session, f) but allows the Owner to make a statement
3 to the Board and then g) the HOA Board makes its decision in private. Again, none of these due
4 process steps happened in this case.

5 63. That the resolution is intended to articulate the protocol for providing due process
6 when the violation of the CC&Rs is failure to pay delinquent HOA dues is made clear by the two
7 exceptions to notice requirements that are made for collections issues:

8 64. The resolution articulates two exceptions to the standard notices required before an
9 HOA member can be sanctioned for an alleged violation of the CC&Rs procedures when the
10 allegation is a collections issue, both of which are cryptic to the point of being nonsensical and
11 seriously beg the question of Constitutionality:

12 65. a) *“For Collection Account Hearings the Notice of Hearing and the Sanction to be*
13 *imposed for accounts at collections are both noticed in one letter: (sic)”* and

14 66. b) *“If the appeal ;was (sic) made directly to the Community Association and not via*
15 *the collection agency then the Association shall send an Appeal Hearing Determination letter*
16 *within five (5) business day after the Appeal Hearing.”*

17 67. Whatever those two exceptions may mean or don't mean, there simply was no
18 invitation to a hearing, no appeal, and no notice that the decision had been made to foreclose by
19 the HOA Board.

20 68. There has never been any notice from the HOA or the HOA AGENTS that the HOA
21 sale actually occurred even though all Cross-Claimant's title rights to a \$400,000 house had been
22 removed without notice or due process.

23 69. The extreme irony is that at the exact same time, relating to the exact same Subject
24 Property, an allegation was made of a trivial violation of the CC&Rs, i.e., dead plants, for which

1 the exact same Owner could be sanctioned. for this trivial violation of the CC&Rs for which the
2 full due process.

3 70. For the trivial violation of dead plants, an HOA AGENT, employed by FSR,
4 implemented the procedure for due process impeccably:

5 71. a) with notice of the violation of dead plants,

6 72. b) with the possible sanction of \$100,

7 73. c) a hearing

8 74. d) that the owner could attend,

9 75. e) opportunity to defend against the allegations,

10 76. f) appeal to the Board, and then

11 77. g) on August 13, 2014 the Notice Sanctions for of \$100, two days before the surprise
12 HOA sale took all Cross-Claimant's rights the \$400,000 house without any due process or even
13 notice afterward that the sale had occurred.

14 78. The HOA Board's most momentous decision of how to sanction Cross-Claimant, an
15 HOA member, based on an allegation of delinquent HOA dues was to decide among their legal
16 options: a) to purchase the Subject Property in delinquency, b) to offer a payment plan, c) to sue
17 in small claims court or d) to foreclose, was made based solely on allegations made in secret by
18 HOA AGENTS who financially benefitted from wrongful foreclosure of the Subject Property.

19 79. That HOA AGENTS conducted the collection process in a manner that deceived the
20 HOA Board and tricked them into not following their own procedures and into making decisions
21 which caused damages to Cross-Claimant.

22 //

23 //

24 //

1 **THIRD CAUSE OF ACTION:**

2 **CIVIL CONSPIRACY**

3 **(Against HOA AGENTS)**

4 80. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set
5 forth herein All the elements of an actionable conspiracy were met in this case: a) two or more
6 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to
7 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or
8 damages.

9 81. That HOA AGENTS acted in concert to conceal illegal acts resulting in unfairly
10 depriving Cross-Claimant of the Subject Property for the unjust enrichment of themselves and
11 undeserving fellow conspirators.

12 82. That HOA AGENTS, RMI, RMI President, Kevin Wallace; FSR, FSR President
13 Steven Parker; RRFS President Joel Just; RRFS agents Christie Marling, Rebecca Tom,
14 Eungel Watson; BHHS Realtor Thomas LUCAS; Joel and Sandra Stokes; Attorney Joseph
15 Hong; Attorney Peter Mortenson; Notary CluAynne M. Corwin; Yuen K. Lee as Manager of
16 defaulted F. Bondurant, LLC; Realtor Robert Goldsmith; BHHS Realtor Carlos Caipa;
17 BHHS Realtor Kristen Madden; BHHS Owner Mark Stark; BHHS Broker, Forrest Barbee,
18 and fictitious Defendants, acted covertly, in concert to:

19 83. Conduct and/or participate in the HOA sale from which others were excluded; and/or
20 concealed the true nature, financing and timing of subsequent transfers of title and/or to
21 market the Subject Property utilizing: a) improper, insufficient and selective notification, b)
22 through the use of bogus and/or illegally structured entities, c) providing false information to
23 enforcement agencies and the HOA Board d) misusing the MLS system and other methods.

24 84. HOA AGENTS and others complicit in fraudulent conduct of HOA sale and re-
conveyance of Subject Property to non-bona fide purchasers to unfairly deprive Cross-

1 Claimant of the Subject Property for their own unjust enrichment in that notice of the actual
2 sale was given to BHHS Realtor Tom LUCAS who had a previously purchased an HOA
3 foreclosure Subject Property from RRFS, but did not give notice of the actual sale to Cross-
4 Claimant's agent, BHHS Realtor Craig LEIDY.

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

7 86. Cross-claimant alleges that conspirators have illegally used improperly licensed and
8 registered entities to further their unfair enterprises and concealing and perpetrating unlawful
9 conveyance of the Subject Property for their unjust enrichment which resulted in Cross-
10 Claimant's loss of title and possession of the Subject Property through:

- 11 a) formation and use of a corporation to transfer to it the existing liability of another
12 person or entity (Shea v. Leonis, supra, 14 Cal. 2d 666)
- 13 b) the concealment and misrepresentation of the identity of the responsible
14 ownership, management and financial interest [210 Cal. App. 2d 840]
- 15 c) disregard of legal formalities and the failure to maintain arm's length relationships
16 among related entities (Riddle v. Leuschner, supra, 51 Cal. 2d 574)
- 17 d) the use of a corporation as a mere shell, instrumentality or conduit for a single
18 venture or the business of an individual or another corporation (McCombs v.
19 Rudman, supra, 197 Cal. App. 2d 46; Asamen v. Thompson, supra, 55 Cal. App.
20 2d 661)
- 21 e) the use of the same office or business location; the employment of the same
22 employees and/or attorney (McCombs v. Rudman, supra; Talbot v. Fresno-Pacific
23 Corp., supra; Thomson v. L. C. Roney Co., supra; Pan Pacific Sash & Door Co. v.
24 Greendale Park, Inc., supra)

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

3 87. That Cross-Defendants' conduct deviated from the usual course of business and the
4 customary written documentation, purchase agreements, neutral escrow for proper handling
5 and accounting for funds taken in and disbursed, and proper recording of instruments of
6 conveyance, thereby perpetuating a fraud which caused damages to Cross-Claimant
7 Claimant alleges that the conspiring Realtors Cross-Claimant alleges that in order to facilitate
8 transfers that allowed fellow conspirators to evade paying the required real Subject Property
9 transfer taxes (RPTT) and HOA-mandated New Member Set-up Fee and Asset Enhancement
10 Fees, the conspirators:

- 11 a) violated their licenses to facilitate fraudulent conveyances,
- 12 b) utilized insider information in violation of the Exclusive Agency agreement TOBIN
13 had with BHHS, Forrest Barbee, Broker to purchase at the HOA sale;
- 14 c) violated MLS directives to market the Subject Property,
- 15 d) caused to be recorded the fraudulent June 9, 2015 Quit Claim Deeds that falsified
16 the chain of title;

17 **FOURTH CAUSE OF ACTION:**
18 **FRAUDULENT CONCEALMENT**
19 **(Against HOA AGENTS)**

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

23 89. That the HOA AGENTS withheld/provided false information to enforcement officials
24 to conceal illegal conduct of HOA sale.

1 90. That the HOA AGENTS violated NRS 38.310 (1)(a) that defines mediation as a
2 necessary prerequisite of a valid HOA foreclosure.

3 91. That the HOA AGENTS violated NAC 116A.345 (2)(b) by providing false
4 information to enforcement officials by telling the Ombudsman (OMB) that the “Owner was
5 retained” so the HOA could avoid completing the mandatory mediation process and still
6 conduct the foreclosure sale,

7 92. That the HOA AGENTS tricked the OMB into believing that the mediation process
8 was no longer necessary by telling the OMB the “Owner was retained.”

9 93. That the enforcement agency canceled the “OMB NOS” (Notice of Sale) case on May
10 15, 2014.

11 94. After deceiving the enforcement agency, HOA AGENTS held the foreclosure sale on
12 August 15, 2014, illegally anyway, even though the mandatory NOS process was cancelled
13 on May 15, 2014 based on their deception thereby permitting HOA AGENTS to evade
14 enforcement by having the sale without having done the required mediation and without the
15 OMB certificate of completion required by NAC 38.350 (7)(a).

16 95. That the HOA AGENTS concealed the unlawful sale by failing to deliver the
17 Foreclosure Deed to the OMB within 30 days as required (per 2013) NRS 116.31164 (3)(b).

18 96. That the HOA AGENTS thereby thwarted the NRED from exercising its enforcement
19 authority granted to them by NRS 116.615 and NRS 116.625 to prevent the unlawful sale,
20 thereby taking away the Subject Property rights of the heirs of the legitimate homeowner
21 without constitutionally-protected and statutorily-defined due process.

22 //

23 //

1 **FIFTH CAUSE OF ACTION:**

2 **UNJUST ENRICHMENT**

3 **(Against HOA AGENTS)**

4 97. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set
5 forth herein, and further alleges:

6 98. That HOA AGENTS unfairly deprived Cross-Claimant of the Subject Property and
7 unjustly profited from excessive and unauthorized charges added to delinquent dues.

8 99. That HOA AGENTS unjustly and covertly failed to distribute the \$63,100 proceeds
9 of the sale as mandated by 2013 NRS 116.31164 (3)(c), in that:

10 a) There were no expenses of sale as the cost to conduct a foreclosure sale is limited to
11 \$125.00 by the April 27, 2012 RRFS Delinquent Assessment Collection
12 Agreement, and the lien of \$5,081.45 already included erroneous, duplicative and
13 unauthorized charges.

14 b) There was no expense of securing possession. The Subject Property was vacant, and
15 the key just handed to the Buyer.

16 c) Satisfaction of the association's lien. The HOA Resident Transaction Record for the
17 Subject Property shows that the HOA AGENT credited the HOA with \$2,701.04 on
18 August 27, 2014. There is no indication that HOA AGENTS paid the mandated
19 asset enhancement fee (1/3 of 1% of the price of every sales price) the HOA
20 mandated for every transfer of title by CC&Rs section 8.12.

21 d) Satisfaction of subordinate claims. None of the excess proceeds went to any of the
22 entities who had recorded liens. Or, alternatively, if any of the lienholders did
23

1 receive the excess proceeds, none of the lienholders properly accounted for
2 receiving any funds, and none removed their liens.

3 e) Remittance of any excess to the unit's owner. Within a few months after the sale,
4 TOBIN attempted to claim the excess proceeds since it was clear the HOA
5 AGENTS were treating the bank loan as "extinguished". In response to direct
6 inquiries, HOA AGENTS were deceptive and refused to speak with TOBIN about
7 the claim, stating at different times in late 2014: 1) that she had no standing, 2) that
8 RRFS had no record of her in relation to the Subject Property, and 3) that RRFS had
9 turned the money over to the court to distribute.

10 **SIXTH CAUSE OF ACTION:**

11 **BREACH OF CONTRACT**

12 **(Against HOA and HOA AGENTS)**

13
14 100. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set
15 forth herein, and further alleges:

16 101. That the HOA AGENTS violated numerous provisions of their contracts with the
17 HOA to the specific detriment of Cross-Claimant's title rights. For example, That the HOA
18 AGENTS violated the HOA/RRFS 4/27/12 Delinquent Collection Assessment Agreement",
19 section 4 by untimely processing of TOBIN's August 17, 2012 HOA dues payment that
20 resulted in unauthorized and pre-mature beginning of the collections process;

21 102. HOA AGENTS violated HOA/RRFS 4/27/12 Delinquent Collection Assessment
22 Agreement", section 5 by "The (HOA) authorizes Red Rock to offer delinquent homeowners
23 payment plans or extensions up to 24 months in duration without the Board of Directors'
24 authorization...".

1 103. Although the HOA is responsible for the acts of its agents under the principle of
2 Respondeat Superior, it cannot be ignored that HOA AGENTS used deceit and trickery,
3 usurped the HOA Board's authority, failed to act as fiduciaries, and covertly engaged in foul
4 play for their own unjust profit at the expense of Cross-Claimant and this HOA, if not many
5 others.

6 104. On August 15, 2014 the HOA AGENT FSR d/b/a RRFS held the HOA sale without
7 any notice to the owner. After the illegal sale, the HOA AGENTS not only did not provide a
8 Notice of Sanctions Letter or in any way communicate that HOA AGENTS had used the
9 HOA's authority to take the ultimate sanction against the owner without due process.

10 105. NRS 116.1113 imposes an obligation of good faith which was violated by HOA
11 AGENTS when they conducted the HOA sale for their own enrichment and in violation of the
12 rights of due process of TOBIN and their contractual and fiduciary obligations to the HOA whose
13 authority they usurped.

14 106. That the HOA has separate contracts with the Managing Agent (FSR) and its Debt
15 Collector Agent (RRFS) who failed to disclose that it is actually the Managing Agent (FSR) that
16 holds the debt collection license d/b/a RRFS and that separate contracts is a ruse.

17 107. In the management contract with FSR, RRFS is described merely as an "Affiliate" that
18 the HOA "is not required to use", falsely implying that RRFS is a separate legal entity with its
19 own separate debt collector license.

20 108. Failure to disclose this very significant financial conflict of interest in addition to HOA
21 AGENTS' multiple violations of laws, regulations, and the governing documents invokes section
22 5.3 of the March 31, 2014 FSR Management Agency Agreement that requires FSR to defend,
23 indemnify and hold HOA harmless for FSR's negligence and statutory and procedural violations.

1 109. Section 7, second paragraph of the April 27, 2012 RRFS Delinquent Assessment
2 Collection Agreement is triggered both by HOA AGENTS' violation of that agreement, but by
3 their violations of statutes, governing documents and HOA rules and regulations.

4 110. HOA AGENTS' actions in violating statutes violates the contract provision in the
5 FSR Management Agreement requiring FSR to manage the HOA "...pursuant to all
6 provisions of the NRS and NAC pertaining to the governance of ...(HOAs)". FSR violations:

- 7 a) NRS 116.1113 Violation of duty of good faith
- 8 b) NRS 116A.630 (1)(a) Violation of fiduciary duty
- 9 c) NRS 116A.630 (1)(b) Failure to exercise ordinary and reasonable care
- 10 d) NRS 116A.620 Failure to comply with statutory standards of practice
- 11 e) 116A.355(2)(f) Failure to disclose to a client any material fact
- 12 f) NRS 116A.355(2)(h) Failure to account for or remit money within a reasonable
13 time
- 14 g) NRS 16A.355(2) (i) Exceeded the authority granted to him or her by the client
- 15 h) NRS 116A.345(9) Collecting fees or charges that were not specified in the
16 management agreement
- 17 i) NRS116A.355(2)(f). Deceitful, fraudulent, or dishonest conduct to the
18 Association and the Division.

19
20 **PRAYER**

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

- 23 a. For a declaration and determination that the HOA Sale is null, void, and did
24 not convey title from, or in any way diminish, Cross-Claimant's right to

1 possession, use and profit from the Subject Property;

2 b. For a declaration and determination that the HOA sale was invalid and null
3 and void for the HOA's and HOA AGENTS' statutory and procedural
4 violations;

5 c. For a declaration and determination that the conduct of Cross-Defendant HOA
6 AGENTS in connection with the HOA sale and the subsequent transfer of title
7 to Counter-Defendants was accompanied by actual fraud, deceit, or trickery
8 for which HOA and HOA AGENTS are liable to pay punitive damages to
9 Cross-Claimant;

10 d. For a declaration and determination that any and all of their claimed rights to
11 ownership of the Subject Property by Realtor Thomas LUCAS d/b/a
12 Opportunity Homes, LLC, purported purchaser at the HOA sale, Yuen K. Lee
13 and/or F. Bondurant, LLC and the Stokes and/or Jimijack are null and void
14 due to their complicity with HOA AGENTS' actions and omissions in failing
15 to conduct arms-length, commercially reasonable transactions that resulted in
16 fraudulent conveyances to non-bona-fide purchasers for value;

17 e. That Counter-Defendants are not *bona fide* purchasers for value, and that the
18 HOA sale transfers of Subject Property failed to meet the NRS 111.180 or the
19 *ShadowWood* standards;

20 f. For general damages in an amount in excess of \$10,000;

21 g. For treble actual damages in punitive damages to compensate for HOA
22 AGENTS' complicity in the illegal actions, including fraudulent transfer of
23 the Subject Property;

24 h. For specific damages in an amount as yet undetermined;

1 i. For reasonable costs and fees incurred by Counter-Claimant for the
2 prosecution of this matter;

3 j. For any other relief the Court may deem just and proper.

4 Dated this ____ day of November, 2016.

5
6 _____
7 NONA TOBIN, Trustee
8 Gordon B. Hansen Trust, Dated 8/22/08
9 2664 Olivia Heights Avenue
10 Henderson NV 89052
11 Phone: (702) 465-2199
12 nonaTOBIN@gmail.com
13 *Defendant-in-Intervention, Cross-Claimant*
14 *In Proper Person*
15
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In Proper Person

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

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

10 Plaintiffs,

11 vs.

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

14 Defendants.

15 _____
16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 vs.

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

23 Counter-Defendants
24

Case No.: A-15-720032-C

Dept. No.: XXXI

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

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

4 Cross-Claimant,

5 vs.

6 OPPORTUNITY HOMES, LLC, THOMAS
7 LUCAS, Manager

8 Cross-Defendant.

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

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

15 **I.**

16 **PARTIES, JURISDICTION, AND VENUE**

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

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

3. OPPORTUNITY HOMES, LLC (Herein "*OP HOMES*") was registered with the

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

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

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

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

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

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

17 **FIRST CAUSE OF ACTION:**

18 **QUIET TITLE AND EQUITABLE RELIEF**

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

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

23 10. That although NRS 116.31166 (2013), states that certain recitals in an HOA trustee's
24 sale deed are "conclusive proof of the matters recited," that is insufficient to render such deeds

1 unassailable per *Shadow Wood HOA v. N.Y. Cmty. Bancorp* 132 Nev. Adv. Op. No. 5 because,
2 as in this case, misrepresentation and fraud was involved.

3 11. A Foreclosure Deed recorded on August 22, 2014, against Subject Property, included
4 the false recitals claiming that:

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

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

16 13. That there was never any published notice that the HOA sale would actually be held at
17 a time other than 10 AM on March 7, 2014, despite there being at least four postponements.

18 14. That the claims made on the foreclosure deed are false in that they are based on the
19 cancelled/rescinded Notice of Default recorded on March 12, 2013, instrument 0000847-Book
20 20130312.

21 15. The March 12, 2013 Notice of Default had been cancelled and rescinded by the April 3,
22 2013 instrument number 201304030001569 which stated:

23 “Red Rock Financial Services and/or Sun City Anthem Community
24 Association does hereby cancel, rescind and withdraw the Notice of Default

1 and Election to Sell Pursuant to the Lien for Delinquent Assessments,
2 recorded on 03/12/2013 as Book 20130312 and Instrument Number 0000847
3 of the Official Records in the Office of the Recorder of Clark County,
4 Nevada.”

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

9 17. That this false information, “Owner was Retained”, provided to enforcement officials
10 caused the Ombudsman to cancel the Notice of Sale on May 15, 2014, resulting in the August 15,
11 2014 sale HOA Agents held illegally to be statutorily non-compliant and therefore, null and void.

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

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

19 20. That the Buyer, Realtor Thomas LUCAS (Herein “*LUCAS*”) d/b/a OPPORTUNITY
20 HOMES (Herein “*OP HOMES*”) does not meet any of these criteria.

21 21. That the “Good Faith” condition was not met. OP HOMES was the name in which
22 LUCAS purchased the property at the HOA sale, but evidence indicates that OP HOMES is
23 actually illegally functioning as his alter ego, allowing LUCAS to act in a manner which would
24 not otherwise be legal for a licensed Realtor, and which violates NRS 86.141, i.e., forming an
LLC for an illegal purpose. NRCP Rule 9(a) specifies a challenge “the legal existence of any

1 party” is to be made by “specific negative averment, which shall include such supporting
2 particulars as are peculiarly within the pleader’s knowledge.”

3 22. That NRS 86.211 authorizes a challenge to rebut the sufficiency of the Articles of
4 Organization of an LLC, and the facts set forth and to make such rebuttal a part of a record of a
5 court of competent jurisdiction.

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

9 24. a) an attempt to conceal ownership by claiming to be a Manager rather than a Member
10 (NRS 86.151),

11 25. b) Articles of Organization do not identify a physical residential or office address as
12 required by NRS 86.161.

13 26. c) LUCAS is listed as OP HOMES’ only Manager and the Noncommercial Registered
14 Agent at the same address: 2657 Windmill Parkway, Suite 145, Henderson 89074 is actually a
15 mail box. (NRS 86.231).

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

19 28. e) that there is no public record of any business licenses in Henderson or Clark County
20 as Thomas LUCAS, as an individual or as Thomas LUCAS, LLC, or as OPPORTUNITY
21 HOMES LLC.

22 29. That the second condition was not met: “Purchase for valuable consideration.” The
23 Subject Property in this case, was purchased for \$63,100 which was less than 18% of the
24 \$353,529 value listed on the 8/22/14 Statement of Value for Transfer Tax that Thomas LUCAS

1 caused to be recorded with the Foreclosure Deed. A purchase below 20% of fair market value has
2 been established in multiple court cases to be “commercially unreasonable.” *Shadow Wood*
3 *Homeowners Association, Inc. v. NY Com. Bank* 132 Nev. Adv. Op 5 at 15 (2016) *citing*
4 *Restatement (Third) of Prop: Mortgages* §8.3 cmt b.(1997)(“A court is warranted in invalidating a
5 sale where the price is less than 20 percent of fair market”).

6 30. That the third condition was not met: Buyer must not have “actual knowledge,
7 constructive notice of, or reasonable cause to know that there exists a defect in, or adverse rights,
8 title or interest to, the real property.”

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

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

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

17 34. That LUCAS violated his duties as a BHHS Realtor and violated protections
18 guaranteed in the contract that NONA TOBIN, Trustee of the Gordon B. Hansen Trust, dated
19 8/22/08 had with LUCAS’ BHHS Broker, Forrest Barbee.

20 35. That it is a thinly-disguised fiction that LUCAS’ alter ego, OP HOMES, LLC,
21 purchased the property at the HOA sale, and not LUCAS himself, inappropriately using his
22 position at BHHS, insider knowledge and BHHS Realtor license.

23 36. On February 20, 2014, TOBIN signed an Exclusive Authorization and Right to Sell
24 Exchange or Lease Brokerage Listing Agreement (ER) with Craig Leidy, (Herein “*Leidy*”),

1 Realtor with Berkshire Hathaway Home Services (BHHS), (FKA Prudential) who worked under
2 the license of Broker Forrest Barbee, and renewed the ER to extend from June 20, 2014 through
3 October 31, 2014.

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

11 38. That Cross-Defendant LUCAS, d/b/a OP HOMES knew the HOA sale was going to
12 proceed while the listing agent, Craig Leidy, who had requested (and received notification four
13 times previously from HOA Agents conducting the sale) was not given notice regarding the
14 scheduled time for the HOA sale.

15 39. That as a result Cross-Defendants’ breach of contract, Cross-Claimant entitled to a
16 declaratory judgment, quieting title in her favor.

17
18 **SECOND CAUSE OF ACTION:**
19 **BREACH OF BHHS CONTRACT**
20 **(Against Realtor LUCAS and BHHS Broker and Owner)**

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

23 41. That TOBIN had an Exclusive Right to Sell (ER) listing agreement with BHHS Realtor
24 Craig Leidy (Herein “LEIDY”) of Berkshire Hathaway Home Services, Nevada (BHHS) (f/k/a

1 Prudential) signed by BHHS Broker Forrest Barbee, to list and sell the Subject Property for an
2 original term of February 20, 2014 through June 20, 2014.

3 42. That the ER agreement with BHHS was extended from June 20, 2014 through October
4 31, 2014 by a change order signed July 25, 2014.

5 43. That Cross-Defendant LUCAS had access to information which prevents him from
6 being a “bona fide purchaser” due to the fact that now, and at the time of the HOA sale, LUCAS
7 was a licensed Nevada Realtor serving under the license of Forrest Barbee, Broker, who had the
8 exclusive ER listing agreement with TOBIN from six months before the HOA sale to two months
9 after the HOA sale.

10 44. That Cross Defendant and purported high bidder at the HOA sale, OPPORTUNITY
11 HOMES, LLC (Herein “*OP HOMES*”) was actually a sham LLC that served to cloak the identity
12 of BHHS Realtor LUCAS and served as LUCAS’ alter ego to shield LUCAS from liability for
13 illegal acts done in violation of his BHHS Realtor license under Forrest Barbee while Barbee and
14 BHHS were under contract with, and had a fiduciary duty to, TOBIN, as Successor Trustee of the
15 Gordon B. Hansen Trust, owner of the Subject Property. On August 1, 2014, TOBIN went to the
16 BHHS office on St. Rose Parkway (where LUCAS also displays his license) to sign documents to
17 extend the listing and raise the asking price as demanded by Nationstar’s Investor.

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

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

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

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

10 49. That, once informed of the HOA sale by LUCAS, Leidy attempted to reach HOA
11 Agent, RRFS agent Christie Marling, but she was unavailable to respond to a request for
12 postponement.

13 50. That on August 29, 2014, LEIDY sent TOBIN an email with a
14 "Withdrawal/Termination" order to cancel the BHHS listing Exclusive Right to Sell (ER)
15 agreement which had a October 31, 2014 end date, to terminate effective August 20, 2014 (five
16 days after the HOA sale).

17 51. That LEIDY claimed that the termination of the listing would stop the calls on the
18 property and that "*The new owner is an agent in our office by the name of Tom Lucas. He intends*
19 *to keep the property.*"

20 52. That on September 11, 2014, TOBIN sent an email to LEIDY in which TOBIN refused
21 to cancel the BHHS ER listing agreement.

22 53. That Cross-claimant summarized her understanding of LUCAS and BHHS' role in the
23 HOA sale in that same September 11, 2014 email to LEIDY:
24

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

5 1. *there had been a foreclosure sale by Red Rock for delinquent HOA*
6 *dues at some unspecified time*

7 2. *the new owner was a friend of yours and an agent in your Berkshire*
8 *Hathaway office*

9 3. *the purchase price had been \$63,000*

10 4. *the trust no longer had any responsibilities or concerns about the*
11 *property as all the headaches now belonged to the new owner*

12 5. *you would no longer be working with me/the Trust; you would be*
13 *working with the new owner to negotiate whatever needed to be resolved*
14 *with the bank, the HOA etc.”*

15 54. That email exchanges between TOBIN and LEIDY from July 24, 2014 through October
16 15, 2014, incorporate allegations that a) LUCAS as a BHHS Realtor had actual or constructive
17 knowledge that the beneficiary on the deed of trust refused to close multiple escrows, and b) that
18 Nationstar was not the beneficiary and would not say who was would not say who the investor
19 actually was, and

20 55. That these contemporaneous emails further demonstrate that a) LUCAS was a BHHS
21 Realtor, b) that LUCAS told LEIDY that he was the buyer, and that he was going to keep the
22 property and that c) LUCAS contacted LEIDY before the sale to get more information about the
23 property prior to bidding on it.

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

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

3 **THIRD CAUSE OF ACTION:**

4 **EQUITABLE RELIEF**

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

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

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

12 60. That, following the guidance of the Court decisions cited below, both the conditions of:
13 a) unreasonably low price and b) fraudulent, oppressive and unfair conduct by the Cross-
14 Defendants, LUCAS and HOA and HOA Agents exist in a sufficient degree of severity that the
15 Court should set aside the HOA sale of the Subject property.

16 61. "Mere inadequacy of price is not sufficient to justify setting aside a foreclosure sale,
17 absent a showing of fraud, unfairness or oppression". *Turner v. Dewco Services, Inc.*, 87 Nev.
18 14, 479 P.2d 462 (1971); *Brunzell v. Woodbury*, 85 Nev. 29, 449 P.2d 158 (1969); *Golden v.*
19 *Tomiyasu*, 79 Nev. 503, 387 P.2d 989(1963), *cert. denied*, 382 U.S. 844, 86 S. Ct. 89, 15 L. Ed.
20 2d 85 (1965)." *Long v. Towne*, 98 Nev. 11, 14, 639 P.2d 528, 530 (1982).

21 62. That the HOA sale should be set aside for reasons stated in *Parker v. Glenn* 72 Ga. 637
22 (1884) "when the inadequacy of consideration is great and the notice of sale given by the officers
23 is vague, or from any act of his, bidders are kept away from the place of sale, who would have bid
24

1 for the land, if there, an unconscionable advantage was obtained by the purchaser, who bid off the
2 land at a grossly inadequate price, a court of equity will interfere and set aside the sale so made.”

3 63. That the Restatement of Property: Mortgages 8.3 Comment (c) states that:

4 “Even where the foreclosure price for less than the fair market value cannot
5 be characterized as ‘grossly inadequate’, if the foreclosure proceeding is
6 defective under local law in some other respect, a court is warranted in
7 invalidating the sale and may even be required to do so. Such defects may
8 include, for example, chilled bidding, an improper time or place of sale,
9 fraudulent conduct by the mortgagee, a defect notice of sale, or even selling
10 too much or too little of the mortgaged real estate. For example, even a
11 slight irregularity of the foreclosure process coupled with a sales price that
12 is substantially below fair market value may justify or even compel the
13 invalidation of the sale.” (Emphasis added.)

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

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

20 66. 14.5% of the \$436,000 2004 Western Thrift First DOT, the beneficial interest of which
21 Nationstar claims,

22 67. 16.2% of the February 13, 2012, \$389,000 unpaid balance on the \$436,000 Deed of
23 Trust.

24 68. 17.2% of the June 10, 2014 winning bid of \$367,500 (including 5% bid fee) in the
public auction (www.Auction.com) which Nationstar informed BHHS Listing Agent Craig Leidy
was required by the Investor, but which the Investor subsequently rejected.

69. 16.8% of the \$375,000 offer Nationstar’s Investor rejected on August 1, 2014, while
demanding that LEIDY conduct a second www.Auction.com sale and that TOBIN sign a change

1 order to increase the asking price from \$380,000 to \$390,000, two weeks before the HOA
2 foreclosure sale.

3 70. 14.4% of the \$437,900 contingency sale price accepted by the STOKES on 10/23/15
4 after the Property had been re-listed against MLS rules 13 times by Realtor (license S.0075862)
5 Robert Goldsmith.

6 71. 11.1% of \$569,900 STOKES listed the Property for on the MLS, June 16, 2015, the
7 same day they filed their original Quiet Title suit against the wrong bank, BANA.

8 72. Cross-Claimant alleges that Court must invalidate the HOA Sale as the sale price was
9 less than 20% of Fair Market Value and the sale involved unjust enrichment, oppression, fraud
10 and fraudulent concealment.

11 73. The U.S. Supreme Court in Ballentyne v. Smith 205 U. S. 285 (1907) indicated that
12 when the inadequacy of price is great, then the slightest circumstances of unfairness will operate
13 to set aside the sale.

14 74. That as a result Cross-Defendant's illegal purchase of the subject property at the HOA
15 sale, Cross-Claimant has suffered damages in an amount in excess of \$10,000.00, and to be
16 determined at trial.

17 **FOURTH CAUSE OF ACTION:**

18 **CIVIL CONSPIRACY**

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

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

24 79. That Cross-Defendant LUCAS and others complicit in fraudulent conduct of HOA

1 sale and re-conveyance of property to non-bona fide purchasers unfairly deprived Counter-
2 Claimant of the Subject Property for their own unjust enrichment in that notice of the actual sale
3 was given to BHHS Realtor Tom LUCAS who had a previously purchased an HOA foreclosure
4 property from RRFS, but did not give notice of the actual sale to Cross-Claimant's agent, BHHS
5 Realtor Craig Leidy.

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

10 81. That BHHS Realtor Thomas LUCAS; HOA AGENTS, RMI, RMI President, Kevin
11 Wallace; FSR, FSR President, Steven Parker; RRFS President, Joel Just; RRFS agents Christie
12 Marling, Rebecca Tom, Eungel Watson; Joel and Sandra STOKES; Attorney Joseph Hong;
13 Attorney Peter Mortenson; Notary CluAynne M. Corwin; Yuen K. Lee as Manager of defaulted
14 F. Bondurant, LLC; Realtor Robert Goldsmith; BHHS Realtor Carlos Caipa; BHHS Realtor
15 Kristen Madden; BHHS Owner Mark Stark; BHHS Broker, Forrest Barbee, and fictitious
16 Defendants, acted covertly, in concert to:

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

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

- 24 a) formation and use of a corporation to transfer to it the existing liability of another

- 1 person or entity (Shea v. Leonis, supra, 14 Cal. 2d 666);
- 2 b) the concealment and misrepresentation of the identity of the responsible
- 3 ownership, management and financial interest [210 Cal. App. 2d 840];
- 4 c) disregard of legal formalities and the failure to maintain arm's length relationships
- 5 among related entities (Riddle v. Leuschner, supra, 51 Cal. 2d 574);
- 6 d) the use of a corporation as a mere shell, instrumentality or conduit for a single
- 7 venture or the business of an individual or another corporation (McCombs v.
- 8 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.
- 9 2d 661;
- 10 e) the use of the same office or business location; the employment of the same
- 11 employees and/or attorney (*McCombs v. Rudman*, supra; *Talbot v. Fresno-Pacific*
- 12 *Corp.*, supra; *Thomson v. L. C. Roney Co.*, supra; *Pan Pacific Sash & Door Co. v.*
- 13 *Greendale Park, Inc.*, supra);
- 14 f) the confusion of the records of the separate entities [210 Cal. App. 2d
- 15 839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574);
- 16 89. That conspirators damaged Cross-Claimant's title rights in that they:
- 17 a) made improper, insufficient and selective notification to the HOA, enforcement
- 18 officials, and Cross-Claimant;
- 19 b) utilized bogus and/or illegally structured entities for fraudulent concealment of their
- 20 illegal acts;
- 21 c) withheld or provided false information to enforcement agencies and the HOA Board
- 22 necessary for them to perform their duties of enforcement and oversight; and/or
- 23 d) misused the Multiple Listing Service (MLS) system, the County land records
- 24 system and other public systems to evade detection.

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

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

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

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

18
19 **PRAYER**

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

- 22 a. For a declaration and determination that any, and all, of the present and past
23 claimed rights to ownership of the subject property by Realtor Thomas
24 LUCAS d/b/a OPPORTUNITY HOMES, LLC, purported purchaser at the

- 1 HOA sale, and/or Yuen K. Lee and/or F. Bondurant, LLC and the STOKES
2 and/or Jimijack are null and void due to their complicity with HOA Agents'
3 actions and omissions in failing to conduct arms-length, commercially
4 reasonable transactions that resulted in fraudulent conveyances to non-bona-
5 fide purchasers for value;
- 6 b. That Cross-Defendant LUCAS was not a *bona fide* purchaser for value, and
7 that all of the HOA sale-related transfers of subject property failed to meet the
8 NRS 111.180 or the *ShadowWood* standards;
- 9 c. For general damages in an amount in excess of \$10,000;
- 10 d. For treble actual damages in punitive damages to compensate for Cross-
11 Defendant Realtor THOMAS LUCAS' complicity in the illegal actions,
12 including fraudulent transfer of the property;
- 13 e. For specific damages in an amount as yet undetermined;
- 14 f. For reasonable costs and fees incurred by Cross-Claimant for the prosecution
15 of this matter;
- 16 g. For any other relief the Court may deem just and proper.

17 Dated this ___ day of November, 2016.

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

1 **CRCM**

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

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

6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

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

10 Plaintiffs,

11 vs.

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

14 Defendants.

15 _____
16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 vs.

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

23 Counter-Defendants
24

Case No.: A-15-720032-C

Dept. No.: XXXI

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

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

4 Cross-Claimant,

5 vs.

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

8 Cross-Defendant.

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

11 COMES NOW, Cross-Claimant, NONA TOBIN, Trustee of the Gordon B. Hansen Trust,
12 dated 8/22/08, in proper person, and hereby submits her cross claim against YUEN K. LEE d/b/a
13 F. BONDURANT, LLC, as follows:

14 **PARTIES, JURISDICTION, AND VENUE**

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

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

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

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

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

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

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

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

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

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

17 II.

18 GENERAL ALLEGATIONS

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

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

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

4 13. That Thomas Lucas, through his position as a Realtor and BHHS agent that was listing
5 the Subject Property for sale, had actual or constructive knowledge of the problems that banks
6 had in approving even full price offers and/or in closing multiple escrows and/or getting title
7 insurance.

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

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

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

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

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

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

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

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

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

12 23. That the HOA's "Delinquent Assessment Collection Agreement", with Red Rock
13 Financial Services (RRFS), signed by Joel Just, as President of Red Rock Financial Services,
14 dated April 27, 2012, was deceptive, as it allowed HOA Agents to conspire with Yuen K. Lee,
15 Thomas Lucas and other fictitious Defendants to covertly and fraudulently transfer the Subject
16 Property without revealing who got the Subject Property, when they actually got it, how much
17 money changed hands each time the Subject Property was transferred, and who got the proceeds.

18 24. That Red Rock Financial Services (RRFS) was not a separate legal entity, but rather
19 only the fictitious name of "FirstService Residential d/b/a Red Rock Financial Services." that held
20 the only NRS § 649 debt collection license.

21 25. That FSR as the HOA management company violated their fiduciary duty to act solely
22 in the interests of the HOA and its members was fraudulently concealed and allowed the
23 conspiracy with Counter-Defendants and Cross-Defendants to cause damages to Cross-Claimant.

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

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

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

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

17 30. That Thomas Lucas did not pay to the HOA the Asset Enhancement Fee of 1/3 of 1%
18 of the gross sales price required by CC&Rs section 8.12 cheated the HOA out of \$210.12, if
19 \$63,100 were in fact the gross sales price paid to RRFS.

20 31. That the amount the HOA would have been cheated out of for LUCAS' non-payment
21 of the Asset Enhancement Fee would have been \$1,180.78 if calculated on the \$353,529 listed on
22 the Nevada Statement of Value recorded with the foreclosure Deed recorded 8/22/14.

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

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

6 ///

7 **FIRST CAUSE OF ACTION:**

8 **FRAUDULENT CONVEYANCE**

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

12 35. That HOA Agents and conspirators did not charge neither Yuen K. Lee nor F.
13 Bondurant, LLC the Asset Enhancement Fee (1/3 of 1% of gross sale price) or the mandatory
14 \$225.00 new member Account Set Up Fee indicates that HOA Agents FSR and FSR d/b/a RRFS
15 did not treat F. Bondurant, LLC as ever having owned the Subject Property.

16 36. That the Quit Claim Deed Thomas Lucas executed on June, 4, 2015 and Robert
17 Goldsmith recorded on June 9, 2015 which purported to convey Opportunity Homes, LLC's
18 interest in the subject property to F. Bondurant, LLC is false in that it is inconsistent with the
19 HOA records of property ownership.

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

1 38. That Yuen K. Lee's failure to pay the Asset Enhancement Fee would had cheated the
2 HOA out of an amount equaling between a) \$901.80 if the gross sales price were actually equal to
3 the low ball figure of \$270,000 listed on the Statement of Value, recorded with the Quit Claim
4 Deed on June 9, 2015 at 12:58:36 PM, by Robert Goldsmith or, b) alternatively, \$1,903.47 if the
5 Asset Enhancement Fee had been based on the \$569,900 price Robert Goldsmith listed it for sale
6 on the Multiple Listing Service on that same day.

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

12 40. That CluAynne M. Corwin violated NRS § 240.155 when she notarized that the Quit
13 Claim Deed was executed on June 8, 2015, and that *"did personally appear before me the
14 person of Thomas Lucas, Manager, of Opportunity Homes, LLC, personally known to me (or
15 proved to me on the basis of satisfactory evidence) to be the person whose name is
16 subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his
17 capacity, that by his signature on this instrument did execute the same."*

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

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

1 43. That Cross-Claimant may rebut the certificate of acknowledgement pursuant to NRS §
2 340 as not being conclusive and that these notarial violations of NRS § 240.120 et seq. and NRS §
3 111.125, NRS § 111.315, NRS § 111.345 rendered the fraudulently notarized Quit Claim Deed
4 invalid to legally convey interest in real property.

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

8 **SECOND CAUSE OF ACTION:**

9 **QUIET TITLE AND EQUITABLE RELIEF**

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

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

13 46. That the HOA sale is void and subsequent conveyance of the property were void as
14 there was no bona fide purchaser per NRS 111.180 without unfair advantage over other potential
15 bidders.

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

20 48. That the supposed subsequent purchaser, Yuen K. Lee d/b/a Manager, F. Bondurant,
21 LLC in default does not meet any of these three criteria.

22 49. A. Good Faith condition was not met. Cross-Claimant alleges that F. Bondurant, LLC
23 violated NRS 86.141, in that it is an entity formed for an illegal purpose.
24

1 50. That NRCP Rule 9(a) permits Cross-Claimant to challenge “the legal existence of any
2 party” by “specific negative averment, which shall include such supporting particulars as are
3 peculiarly within the pleader’s knowledge”.

4 51. That NRS 86.211 also authorizes a challenge to rebut the sufficiency of the Articles of
5 Organization of an LLC and the facts set forth therein and to make such rebuttal a part of a record
6 of a court of competent jurisdiction.

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

10 53. That the corporate veil must be pierced as F. Bondurant, LLC, is not a legally valid
11 entity as it is in default.

12 54. That there was an attempt to conceal ownership by Yuen K. Lee’s claiming to be a
13 Manager rather than a Member (NRS § 86.151).

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

16 56. That pursuant to NRS § 86.155 a Limited Liability Corporation continues in perpetuity
17 un less dissolved pursuant to NRS § 86.4895 *et seq.* and that for F. Bondurant, LLC, no Articles
18 of Dissolution have been filed in conformance with NRS 86.531 or NRS 86.541

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

21 58. B. Second condition was not met: Purchase for valuable consideration. The Quit Claim
22 Deed granting “all the right, title, interest and claim” to the Subject Property “...for the good
23 consideration and for the sum of One Dollar (\$1.00) which, if true, would certainly have been a
24

1 “commercially unreasonable” purchase that would have disqualified Yuen K. Lee and/or F.
2 Bondurant, LLC from being a bona fide purchaser for value of a property worth at least \$400,000.

3 59. Alternatively, and bizarrely, if it were not purchased for One Dollar, the only other
4 indication of the gross price, either paid or received, would be the \$270,000 value that was used
5 for computing the transfer tax on both Quit Claim Deeds recorded on June 9, 2015 for F.
6 Bondurant, LLC taking title and passing it on eight minutes later for the same \$270,000 value
7 claimed.

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

12 61. C. Third condition was not met: Buyer must not have “actual knowledge, constructive
13 notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or
14 interest to, the real property.”

15 62. That F. Bondurant, LLC is a bogus entity which Cross-Claimant alleges was created for
16 the sole illegal function of being an intermediary that unfairly stripped Cross-Claimant’s title by
17 the fraudulent conveyance of title to the Subject Property to the Stokes.

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

22 //

23 //

1 THIRD CAUSE OF ACTION:

2 CIVIL CONSPIRACY

3
4 64. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
5 herein, and further alleges

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

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

13 67. That all the elements of an actionable conspiracy were met in this case: a) two or more
14 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to
15 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or
16 damages. That Cross-Defendant Yuen K. Lee and others complicit in fraudulent conduct of HOA
17 sale and re-conveyance of property to non-bona fide purchasers unfairly deprived Counter-
18 Claimant of the Subject Property for their own unjust enrichment.

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

- 23 a) formation and use of a corporation to transfer to it the existing liability of another
24 person or entity (*Shea v. Leonis*, supra, 14 Cal. 2d 666)

- 1 b) the concealment and misrepresentation of the identity of the responsible
2 ownership, management and financial interest [210 Cal. App. 2d 840]
- 3 c) disregard of legal formalities and the failure to maintain arm's length relationships
4 among related entities (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)
- 5 d) the use of a corporation as a mere shell, instrumentality or conduit for a single
6 venture or the business of an individual or another corporation (*McCombs v.*
7 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.
8 2d 661)
- 9 e) the use of the same office or business location; the employment of the same
10 employees and/or attorney (*McCombs v. Rudman*, supra; *Talbot v. Fresno-Pacific*
11 *Corp.*, supra; *Thomson v. L. C. Roney Co.*, supra; *Pan Pacific Sash & Door Co. v.*
12 *Greendale Park, Inc.*, supra)
- 13 f) the confusion of the records of the separate entities [210 Cal. App. 2d
14 839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)

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

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

23 71. That Cross-Defendant Yuen K. Lee' and fellow conspirators' conduct deviated from
24 the usual course of business when conveying property in Nevada and failed to utilize the

1 customary written documentation, normal purchase agreements, neutral escrow for proper
2 handling and accounting for funds taken in and disbursed, and from the proper proving and
3 recording of instruments of conveyance.

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

7 //

8
9 **PRAYER**

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

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

- 1 c. That Cross-Defendant neither Yuen K. Lee nor F. Bondurant, LLC was not a
2 *bona fide* purchaser for value, and that all of the HOA sale-related transfers of
3 subject property in which he/it was involved failed to meet the NRS 111.180
4 or the *Shadow Wood* standards;
- 5 d. For general damages in an amount in excess of \$10,000;
- 6 e. For treble actual damages in punitive damages to compensate for Cross-
7 Defendant YUEN K. LEE' complicity in the illegal actions, including
8 fraudulent transfer of the property;
- 9 f. For specific damages in an amount as yet undetermined;
- 10 g. For reasonable costs and fees incurred by Cross-Claimant for the prosecution
11 of this matter;
- 12 h. For any other relief the Court may deem just and proper.
- 13
- 14

15 Dated this ____ day of November, 2016.

16

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

18

19

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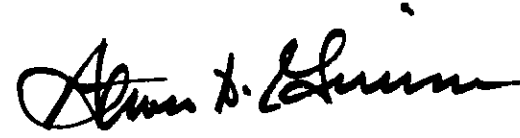
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EXHIBIT 9



CLERK OF THE COURT

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

6
7 **DISTRICT COURT**
CLARK COUNTY, NEVADA

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

10 Plaintiffs,

11 vs.

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

14 Defendants.

15
16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 vs.

19 JIMIACK IRREVOCABLE TRUST;
OPPORTUNITY HOMES, LLC, a Nevada
20 limited liability company; F. BONDURANT,
LLC, a Nevada limited liability company;
21 DOES I X, ROE CORPORATIONS XI XX,
inclusive,

22 Counter-Defendants
23
24

Case No.: A-15-720032-C

Dept. No.: XXXI

**ORDER GRANTING APPLICANT
NONA TOBIN'S MOTION TO
INTERVENE**

Hearing date: December 20, 2016

Hearing time: 9:00 a.m.

1 This matter came for hearing before the Court on December 20, 2016, at 9:00 AM.
2 Applicant/Intervening Defendant/Counter-Claimant Nona Tobin, Trustee of the Gordon
3 B. Hansen Trust, appeared in Proper Person while Plaintiffs/Counter-Defendants, Joel
4 A. Stokes and Sandra F, Stokes, as Trustees of the Jimijack Irrevocable Trust, were represented
5 by Joseph Y. Hong, Esq., of Hong & Hong, a Professional Law Corporation.

6 The motion to Intervene and Notice of Hearing was electronically served to all parties
7 included on the Wiz-net E-file Master Service list for the consolidated cases. Plaintiff/Counter-
8 Defendant Nationstar Mortgage, LLC, received e-service through their Counsel, Wright, Finlay
9 & Zak, LLP, but no appearance at the hearing was made on behalf of Nationstar Mortgage,
10 LLC.

11 The Court, having considered the pleadings and papers on file and heard the arguments
12 of the parties present at the hearing, and for good cause appearing, hereby rules as follows:

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Applicant
14 Nona Tobin's Motion to Intervene into consolidated cases No. A-15-720032-C and
15 A-16-730078-C, of which Case No. A-15-720032-C serves as the main case is GRANTED.

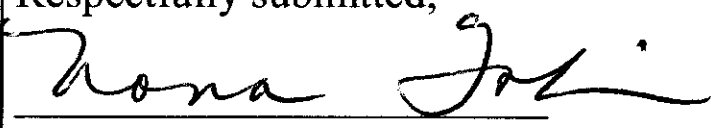
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IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Applicant Nona Tobin shall file her Counter-Claim(s) and Cross-Claim(s) ~~on or before January~~ ^{within twenty (20) days} ~~, 2017~~ ^{hereof.}
Any Cross-Claim Ms. Tobin may file against Nationstar Mortgage, LLC, may be filed no later than twenty (20) days following a determination by this Court to void the disputed foreclosure sale for delinquent HOA assessments.

IT IS SO ORDERED this 10 day of Jan, 2017.


JOANNA S. KISHNER
DISTRICT COURT JUDGE

Respectfully submitted,

NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
*Defendant-in-Intervention/Counter-Claimant
In Proper Person*

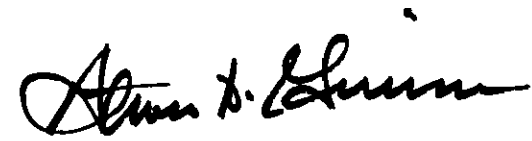
Approved as to form and content,
HONG & HONG, A PROFESSIONAL
LAW CORPORATION

Joseph Y. Hong, Esq.
Nevada Bar No. 5995
10781 W. Twain Avenue
Las Vegas, NV 89135
*Attorney for Plaintiff/Counter-Defendant,
Joel A. and Sandra F. Stokes, as trustees
of Jimijack Irrevocable Trust*

Approved as to form and content,
WRIGHT, FINLAY & ZAK, LLP

Edgar C. Smith, Esq.
Nevada Bar. No. 05506
7785 West Sahara Ave., Suite 200
Las Vegas, NV 89135
*Attorney for Counter-Defendant,
Nationstar Mortgage, LLC*

EXHIBIT 10



CLERK OF THE COURT

1 **CRCM**

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

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

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

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

15 Plaintiffs,

16 vs.

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

21 Defendants.

22 NATIONSTAR MORTGAGE, LLC,

23 Counter-Claimant,

24 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 No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S CROSSCLAIM
FOR QUIET TITLE AGAINST SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
INC. (HOA)**

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

4 Cross-Claimant,

5 vs.

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

9 Cross-Defendants.

10 **CROSSCLAIM**

11 COMES NOW, Defendant-In-Intervention/Cross-Claimant, NONA TOBIN, Trustee of
12 the Gordon B. Hansen Trust, (hereinafter "*Cross-Claimant*" or "*TOBIN*"), in proper person, and
13 hereby submits her cross claim for quiet title against SUN CITY ANTHEM COMMUNITY
14 ASSOCIATION, INC ("*Cross-Defendant*" OR "*HOA*") as follows:

15 **I.**

16 **PARTIES**

17 1. Cross-Claimant, NONA TOBIN, is an Individual, and is a resident of Sun City
18 Community Association, Inc. (Herein "*HOA*") Henderson, Nevada. TOBIN is a both a
19 beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein "*GBH TRUST*"), dated
20 8/22/08, the titleholder of the Subject Property at the time of the disputed foreclosure sale
21 (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

22 2. Cross-Defendant, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC is a
23 Nevada Non-profit Corporation formed under NRS 82 and operating under NRS 116. The HOA
24 managed its business entirely through HOA AGENTS under contract from inception until the

1 HOA went to self-management on April 1, 2016.

2 3. There were two companies under contract during all times relevant to this claim: a)
3 RMI Management, LLC (“*RMI*”) pursuant to the February 26, 2010 HOA Management contract
4 signed by Kevin Wallace, RMI President; and b) FirstService Residential, Nevada, LLC (“*FSR*”)
5 pursuant to the March 31, 2014 HOA Management contract to provide exclusive management
6 agency.

7 4. The HOA signed a contract on April 27, 2012 with “Red Rock Financial Services, a
8 FirstService Residential Management Company” to be its authorized agent for debt collection
9 and as its trustee for foreclosure proceedings”.

10 5. Notably, prior to April, 2012, Red Rock Financial Services (Herein “*RRFS*”) handled
11 these functions, but only pursuant to HOA Board policy dated 7/1/09;

12 6. *RRFS* has never defined itself in any relevant debt collection or foreclosure
13 documents related to this case, as Red Rock Financial Services, LLC” which is a separate legal
14 entity registered with the Nevada Secretary of State as a foreign corporation approved to conduct
15 business in Nevada since August 29, 2011; and

16 7. Since 2006, *FSR* has carried the only NRS 649 debt collector license d/b/a Red Rock
17 Financial Services.

18 8. *RMI*, *FSR* and *RRFS* will be referred to herein collectively as “*HOA AGENTS*”.
19 Distinguishing their legal status, conformance with HOA contracts and fiduciary duty, regardless
20 of overlapping fictitious names and licensing, is left to the HOA to determine. This
21 determination will only be necessary if the HOA decides to align itself with HOA Agents against
22 Cross-Claimant *TOBIN*’s motion to void the HOA sale as fraudulently conducted by HOA
23 Agents usurping the HOA’s authority.

24 9. Counter-Defendants *DOES* 1-10, and *ROE CORPORATIONS* 1-10 are unknown at

1 this time. Cross-Claimant expressly reserves the right to add additional parties when and if the
2 names of such parties become available.

3 **II.**

4 **VENUE AND JURISDICTION**

5 10. The Subject Property that is the subject of this civil action is commonly known as:
6 2763 White Sage Drive, Henderson, Nevada 89052, A.P.N 191-13-811-052 (“*Subject*
7 *Property*”).

8 11. Venue and jurisdiction is proper as this action is within the jurisdictional limits of this
9 Court. Venue is proper because the Subject Property involved in this case is located in the Sun
10 City Anthem Community Association, Inc. whose authority to foreclose is granted to it by NRS
11 116 et seq., and because the disputed HOA sale giving rise to Cross-Claimant’s claims occurred
12 in Clark County, Nevada.

13 12. This Court, sitting in equity, has the authority to quiet title to Cross-Claimant, and to
14 unwind and nullify all title changes precipitated by the fatally-flawed, statutorily-noncompliant
15 HOA sale.

16 13. If this Court determines that the HOA sale is null and void as it was conducted
17 improperly and/or was legally deficient in other ways, this Court has the authority to return
18 equitable title, ownership and possession to the Gordon B. Hansen Trust “GBH TRUST”, as the
19 titleholder on August 15, 2014 at the time of the sale, subject to whatever liens as may be
20 determined later as valid to encumber the legal title.

21 14. This Court is not bound by the provisions of NRS 38.310(2) as these claims involve
22 title to real property, and thus, retains jurisdiction.

23 15. Cross-defendant HOA is a necessary party to, and this Cross-claim is a necessary
24 component of, the determination of which party in the consolidated A-15-720032 case should

1 receive quiet title.

2 16. Whether Plaintiffs Stokes d/b/a Jimijack's or TOBIN's claims to title, possession and
3 ownership rights in the Subject Property prevail is contingent on whether the HOA sale is
4 voided, and the HOA was named as a party in the Plaintiffs' original complaint.

5 17. Cross-claims herein assert that there was fraud on the part of HOA Agents and
6 collusion between them and others, including Plaintiffs, to fraudulently transfer title to Plaintiffs
7 Stokes d/b/a Jimijack to the detriment of both TOBIN, the GBH TRUST, and the HOA.

8 18. The HOA has rebuffed TOBIN's attempts to informally resolve the matter, although
9 she remains willing to do so in any manner which is non-prejudicial to her vis-à-vis Plaintiffs.

10 **II.**

11 **STATEMENT OF FACTS**

12 19. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
13 herein.

14 20. The Gordon B. Hansen Trust, dated August 22, 2008, became the owner of the Subject
15 Property on August 27, 2008, and the GBH TRUST retained the title until the disputed HOA
16 foreclosure sale on August 15, 2014.

17 21. On January 14, 2012, Grantor Gordon Hansen died after a protracted illness, and the
18 Subject Property went to his heirs, son Steve Hansen and fiancée Nona TOBIN, who were equal
19 beneficiaries under the terms of the sole amendment (August 10, 2011) to the GBH TRUST.

20 22. Nona TOBIN, became the Successor Trustee of the GBH TRUST upon the Grantor's
21 death.

22 23. Hansen's address of record had been at 2664 Olivia Heights Ave., a residence also in
23 the HOA which has been TOBIN's residence from 2004 to the present.

1 24. When Mr. Hansen died, he was current on his loans, taxes, insurance and homeowner
2 assessments (HOA dues) related to the Subject Property.

3 25. In 2012, Las Vegas Valley Subject Property values were at a low point, and there were
4 lots of distressed “under water” properties that owners were abandoning or vandalizing and
5 banks were refusing to protect, thereby creating a serious blight on many neighborhoods
6 throughout the valley.

7 26. Rather than abandon the Subject Property or to allow it to fall into disrepair and
8 become a blight in this HOA, TOBIN allowed the renters who were down on their luck to remain
9 rent-free as caretakers after Hansen’s death.

10 27. Within a few weeks of Hansen’s death, TOBIN listed the Subject Property for a short
11 sale with “Proudfit Realty,” and it was on the market for 459 days, during which TOBIN was
12 subjected to abusive collection practices and bizarre behavior by servicing Bank of America
13 (“BOA”) which resulted in two sales that fell out of escrow.

14 28. TOBIN paid the HOA dues for the Subject Property through September 30, 2012.

15 29. The first quarter of nonpayment of HOA dues began October 1, 2012, and the first
16 day of actual and continuing delinquency was October 31, 2012.

17 30. HOA AGENTS erroneously reported to the Board, and ultimately, falsely recorded on
18 the Lien and notices of Default and Election to Sell (“NODES”), that there were no payments
19 since July 1, 2012.

20 31. TOBIN’s \$300.00 check #143 to pay the 7/1/12 quarter + late fees was hand delivered
21 with a \$300.00 check (#142) for TOBIN’s residence.

22 32. Check #142 for TOBIN cleared the bank on 8/23/12.

23 33. Check 143 for the Subject Property cleared the bank on 10/23/12 and was not credited
24 by FSR until 11/9/12.

1 34. Check 143 was credited by RRFS in RRFS ledger on 10/18/12, but RRFS did not
2 remove any of the erroneous collection charges.

3 35. On 11/5/12, RRFS sent a notice to the property (2763 White Sage) stating they
4 received TOBIN's letter regarding the Owner's death, but did not send the notice to the dead
5 Owner's address of record, which was TOBIN's residence – 2664 Olivia Heights, which is the
6 address also listed on the check.

7 36. RRFS claimed in the notice that RRFS was authorized to collect for the HOA and that
8 (falsely) \$495.36 was due.

9 37. Because HOA AGENTS did not correctly process TOBIN's check (\$300.00 for July 1
10 \$275.00 dues + July 31 \$25.00 late fee for Subject Property) delivered to the HOA on August 17,
11 2012 (together with her properly-processed HOA dues check for TOBIN's residence), the Subject
12 Property was erroneously placed prematurely into collections on September 17, 2012, 43 days
13 before the first day of actual delinquency.

14 38. The HOA AGENTS falsely informed the HOA Board and recorded the wrong date
15 and amount of default in all notices, falsely claiming the account was delinquent as of July 1,
16 2012, and that as of October 31, 2012 (the first date of actual delinquency) that the assessment
17 balance was \$382.26.

18 39. The original error was never corrected, and in fact, compounded over time due to the
19 HOA AGENTS' failure to properly apply payments to dues first then fees, and adding
20 unauthorized charges.

21 40. TOBIN notified HOA Agents that the owner had died and that she had listed the
22 property for sale.

1 41. TOBIN gave all notices she received from HOA AGENTS to the Realtors to handle as
2 part of the multiple escrows, but TOBIN was too overwhelmed by the abusive practices of BANA
3 to notice the details of the erroneous claims of RRFS.

4 42. Both Realtors, PROUDFIT and LEIDY, regularly communicated with HOA Agents
5 and processed the RRFS collection demands which were sent to the first servicing bank, BOA
6 and, after December 1, 2013, to the new servicing bank, NATIONSTAR, during the various
7 escrows.

8 43. RRFS was very aware of the multiple contingency sales that fell out of escrow because
9 they expedited at least three payoff demands (charging \$150 each against the Subject Property's
10 collection account) when Proudfit was the listing agent, and more when BHHS had the listing.

11 44. Notwithstanding, TOBIN attempted to minimize deterioration of the Subject Property
12 which she believed to be solely in the financial interest of the Bank, but BOA refused to protect
13 the Subject Property, engaged in abusive debt collection practices, which included robo-calling
14 TOBIN's residence up to 500 times while simultaneously refusing to close multiple escrows, and
15 ultimately, refused to accept TOBIN's offer of a deed in lieu in July, 2013.

16 45. TOBIN continued to pay HOA dues until there was a contingency short sale and
17 escrow opened; TOBIN evicted the caretakers so the prospective purchasers could move in early
18 October, 2012.

19 46. TOBIN had the Subject Property listed with Berkshire Hathaway Home Services
20 ("BHHS") from 2/20/14 through 10/31/14, and the actual buyer at the HOA sale was BHHS
21 Realtor, Thomas Lucas ("LUCAS") who had insider information that rendered him a *non-bona*
22 *fide* purchaser for value and rendered the HOA sale a non-arms-length transaction.

23 47. The purported buyer at the HOA sale was Opportunity Homes, LLC, and is the alter
24 ego of BHHS agent LUCAS.

1 48. TOBIN alleges LUCAS illegally formed Opportunity Homes, LLC as a sham entity to
2 cover his purchase of HOA foreclosure properties, and such conduct is illegal or unethical for a
3 licensed BHHS Realtor.

4 49. TOBIN discovered the HOA sale had occurred only after the fact, verbally, from
5 LEIDY, and never received notice herself, written or verbal, that the HOA sale was to be held, or
6 had been held by the HOA or HOA AGENTS.

7 50. All the title rights of the GBH TRUST to the Subject Property were taken without
8 notice which had been requested.

9 51. The HOA foreclosure sale violated Nevada law, and was procedurally defective, and
10 thus, null, and *void*.

11 52. That the HOA sale was void and commercially unreasonable as the Subject Property
12 was purchased at the HOA sale for less than 20% of the fair market value by LUCAS, a licensed
13 Realtor with specific knowledge of the issues with the chain of title, and subsequent purchasers
14 were co-conspirators in the fraudulent re-conveyance of the Subject Property to the Plaintiffs.

15 53. That HOA AGENTS illegally held the HOA sale on August 15, 2014 after notifying the
16 Ombudsman on May 15, 2014, that February 12, 2014 Notice of Sale (NOS) was cancelled,
17 resulting in there being no valid NOS was in effect at the time of the sale.

18 54. That HOA AGENTS withheld and/or provided false information to enforcement to
19 evade detection of their illegal acts which resulted in conducting a foreclosure sale without
20 statutorily required notice.

21 55. That HOA AGENTS' unlawful foreclosure sale caused damages to Cross-Complainant
22 by the loss of title, possession, and use of Subject Property.

23 56. That the 8/22/14 Foreclosure Sale Deed is void as it was based on the 3/12/13 Notice of
24 Default that HOA Agents had rescinded, and on a 4/3/13 that was not in effect on 8/22/14.

1 **FIRST CAUSE OF ACTION:**

2 **QUIET TITLE AND EQUITABLE RELIEF**
3 **THE HOA SALE IS VOID AS IT WAS STATUTORILY NON-COMPLIANT**

4 57. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set
5 forth herein.

6 58. The HOA did not conduct an equitable, Constitutionally-valid foreclosure sale in
7 compliance with the mandatory pre-requisites and conditions defined in the governing statutes
8 NRS (2013) 116.31162-NRS 116.31168, NRS 38.310(a), NRS 116.31085, *et seq.*

9 59. NRS 116.3116 was violated by HOA AGENTS in that the December 14, 2012 Lien
10 included unauthorized and erroneous charges. **(Exhibit 1).**

11 60. NRS 116.31162 was violated by HOA AGENTS in that the non-conforming notices
12 were not consistently, or timely, sent to the Owner's address of record, and the pattern resulted in
13 the unfair removal of the owners' Subject Property rights without due process and for the unjust
14 enrichment of HOA AGENTS and their confederates. **(Exhibits 2 and 3).**

15 61. There are defects with the notice of sale that rendered it invalid: 1) LEIDY had
16 previously received four requested notices of changes to the original March 7, 2014 sale date, but
17 was not notified of the date and time (as requested) when the sale did, in fact, occur; 2) HOA
18 AGENTS falsely told Nevada enforcement agents that the Notice of Sale was canceled on May
19 15, 2014 because the "owner was retained." **(Exhibit 4).**

20 62. NRS 116.31164 was violated by HOA AGENTS in that, 1) oral postponement of the
21 sale exceeded NRS 107.082(2) limits; 2) that HOA AGENTS structured the collection and
22 foreclosure process for their own unjust enrichment instead of exclusively for the benefit of the
23 HOA which had the statutory right to bid on and own the Subject Property, sue or take other
24 actions beside foreclosure; and, 3) that Violated Section 3(b) by failing to deliver a copy of the

1 Foreclosure Deed to the Nevada Real Estate Division (NRED) Ombudsman (OMB) within 30
2 days after the sale.

3 63. This intentional failure allowed HOA AGENTS to keep covert the fact that they held
4 the HOA sale illegally after cancelling the Notice of Sale (NOS) on May 15, 2014, because the
5 “owner was retained.” **(Exhibit 5).**

6 64. NRS 116.31085 governs limitations on power of executive board to meet in executive
7 session; procedure governing hearings on alleged violations; requirements concerning minutes of
8 certain meetings. The guaranteed forms of due process were not provided in that: a) The HOA
9 Board did not hold a hearing allowing; b) presentation of evidence c) right to counsel, d) the
10 right to present witnesses or comply with section (5)...provide even “the minimum protections
11 that the executive board must provide before it may make a decision. The provisions of
12 subsection 4 do not preempt any provisions of the governing documents that provide greater
13 protections.”

14 65. The HOA violated and continues to violate section (6) “The executive board shall
15 maintain minutes of any decision made pursuant to subsection 4 concerning an alleged violation
16 and, upon request, provide a copy of the decision to the person who was subject to being
17 sanctioned at the hearing or to the person's designated representative” in that they refuse direct
18 requests from the affected individual’s representative wrongly claiming to be bound by
19 unspecified NRS 116 provisions requiring confidentiality of all executive session discussions
20 with no exceptions. **(Exhibit 6).**

21 **The HOA Sale Is Null and Void For Noncompliance with HOA Governing Documents**
22 **and HOA Board Policy**

23 66. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
24 herein.

1 67. Cross-Claimant was damaged and suffered the loss of the Subject Property without
2 being provided due process because the HOA failed to conform to the procedural due process
3 requirements mandated by their Governing Documents, their HOA Rules and Regulations, and
4 their Resolution Establishing the Governing Documents Enforcement Policy & Process.
5 **(Exhibits 7, 8, 9).**

6 68. The “greater protections”, guaranteed by both the HOA Bylaws and the HOA’s
7 November 17, 2011 Resolution Establishing the Governing Documents Enforcement Policy &
8 Process, were not utilized in this case, resulting in further procedural due process violations
9 against TOBIN which contribute to the justification for voiding the HOA sale. **(Exhibit 10).**

10 69. On August 13, 2014, exactly two days before the surprise HOA foreclosure sale was
11 held, a Notice of Sanctions was sent to TOBIN’s residence, notifying the owner of the Subject
12 Property of the procedural due process being offered to address an allegation of dead plants on
13 the Subject Property, an outstanding example of how the process was supposed to be handled
14 when done correctly and how well HOA AGENTS knew to apply the procedure for handling
15 allegations of CC&R violations when applied to trivial violations.

16 70. The HOA Board, as a standard practice, made the most momentous decision about the
17 Subject Property and the appropriate sanction for the owner in delinquency, i.e. whether a) to
18 purchase the Subject Property, b) to offer a payment plan or other mitigation, c) to sue in small
19 claims court, or d) to foreclose thereby issuing the ultimate sanction of completely losing the
20 \$400,000 Subject Property, based solely on allegations made in secret by its Managing Agent
21 (FSR) and its Debt Collector Agent (FSR d/b/a RRFS), which were false.

22 71. That HOA Agents are financially incentivized to disregard the HOA member’s rights
23 to due process and to manipulate the HOA Board into essentially having only a “kangaroo court”
24 for collections issues.

1 72. The HOA and HOA AGENTS must conform to the very specific steps “that provide
2 greater protections” and are required whenever there is an allegation that a homeowner has
3 violated the governing documents that may result in a sanction, e.g., 1) notice of the violation
4 and possible sanction, 2) request for the owner to reply in writing, and 3) a notification that a
5 hearing will be held at a specific time/day, and 4) that the owner has a chance to reschedule it
6 once.

7 73. None of these greater protections were offered to TOBIN in this case, and that led to
8 the sanction of losing all rights to a house valued at approximately \$400,000.

9 74. The resolution also provided that the owner “will have the right to make a statement to
10 the Hearing Panel, present written testimony, provide documentation, and/or invite a witness to
11 testify on their behalf.” None of these guaranteed due process rights were offered in the case that
12 ended in foreclosure, the ultimate sanction for violation of the CC&Rs.

13 63. That the resolution is intended to articulate the protocol for providing due process
14 when the violation of the CC&Rs is failure to pay delinquent HOA dues is made clear by the two
15 exceptions to notice requirements that are made for collections issues:

16 64. The resolution articulates two exceptions to the standard notices required before an
17 HOA member can be sanctioned for an alleged violation of the CC&Rs procedures when the
18 allegation is a collections issue, both of which are cryptic to the point of being nonsensical:

19 65. a) *“For Collection Account Hearings the Notice of Hearing and the Sanction to be
20 imposed for accounts at collections are both noticed in one letter: (sic)”* and,

21 66. b) *“If the appeal ;was (sic) made directly to the Community Association and not via
22 the collection agency then the Association shall send an Appeal Hearing Determination letter
23 within five (5) business day after the Appeal Hearing.”*

24 67. Cross-Claimant TOBIN was deprived of all due process, as there was no invitation to a

1 hearing, no appeal, and no notice that the decision had been made to foreclose by the HOA
2 Board.

3 68. There has never been any notice from the HOA or the HOA AGENTS that the HOA
4 sale had occurred, even though such a sale all Cross-Claimant's title rights to a \$400,000 house
5 had been removed without notice or due process.

6 69. The extreme irony is that at the exact same time, relating to the exact same Subject
7 Property, an allegation was made of a trivial violation of the CC&Rs, i.e., dead plants, for which
8 the exact same Owner could be sanctioned.

9 70. For the trivial violation of dead plants, an HOA AGENT, employed by FSR,
10 implemented the procedure for due process impeccably:

11 71. a) with notice of the violation of dead plants, b) with the possible sanction of \$100, c)
12 a hearing, d) that the owner could attend, e) opportunity to defend against the allegations, f)
13 appeal to the Board, and then g) on August 13, 2014 the Notice Sanctions for of \$100, two days
14 before the surprise HOA sale took all Cross-Claimant's rights the \$400,000 house without any
15 due process or even notice afterward that the sale had occurred.

16 72. The HOA Board's most momentous decision of how to sanction Cross-Claimant, an
17 HOA member, based on an allegation of delinquent HOA dues was to decide among their legal
18 options: a) to purchase the Subject Property in delinquency, b) to offer a payment plan, c) to sue
19 in small claims court or d) to foreclose, was made based solely on allegations made in secret by
20 HOA AGENTS who financially benefitted from wrongful foreclosure of the Subject Property.

21 73. That HOA AGENTS conducted the collection process in a manner that deceived the
22 HOA Board and tricked them into not following their own procedures and into making decisions
23 which caused damages to Cross-Claimant.

24 ///

1 **The HOA sale was not commercially reasonable.**

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

6 75. In all measures of fair market value, the sale price of the Subject Property was grossly
7 inadequate, particularly as it sold for 16.8% of the \$375,000 offer Nationstar's Investor rejected
8 on August 1, 2014, two weeks before the HOA foreclosure sale.

9 76. Nationstar's rejection of the \$375,000 offer and demand to raise the list price from
10 \$380,000 to \$390,000 on August 1, 2014 was known to the BHHS Agent LUCAS and, upon
11 information and belief, known to HOA Agents who conducted the HOA sale as well.

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

14 **THIRD CAUSE OF ACTION:**

15 **CIVIL CONSPIRACY**

16 78. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
17 herein All the elements of an actionable conspiracy were met in this case: a) two or more
18 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to
19 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or
20 damages.

21 79. That HOA AGENTS acted in concert to conceal illegal acts resulting in unfairly
22 depriving Cross-Claimant of the Subject Property for the unjust enrichment of themselves and
23 undeserving fellow conspirators.

1 80. That HOA AGENTS, BHHS Realtor Thomas LUCAS; Joel and Sandra Stokes; Notary
2 CluAynne M. Corwin; Yuen K. Lee as Manager of defaulted F. Bondurant, LLC; and fictitious
3 Defendants, acted covertly, in concert to:

4 81. Conduct and/or participate in the HOA sale from which others were excluded; and/or
5 concealed the true nature, financing and timing of subsequent transfers of title and/or to market
6 the Subject Property utilizing: a) improper, insufficient and selective notification, b) through the
7 use of bogus and/or illegally structured entities, c) providing false information to enforcement
8 agencies and the HOA Board d) misusing the MLS system to illegally re-convey the Subject
9 Property.

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

16 83. That it is unknown if any notices, or other publicity, made the true date of the HOA sale
17 known to any other party besides BHHS Realtor LUCAS.

18 84. Cross-claimant alleges that conspirators have illegally used improperly licensed and
19 registered entities to further their unfair enterprises and concealing and perpetrating unlawful
20 conveyance of the Subject Property for their unjust enrichment which resulted in Cross-
21 Claimant's loss of title and possession of the Subject Property.

22 85. That Cross-Defendants' conduct deviated from the usual course of business and the
23 customary written documentation, purchase agreements, neutral escrow for proper handling and
24 accounting for funds taken in and disbursed, and proper recording of instruments of conveyance,

1 thereby perpetuating a fraud which caused damages to Cross-Claimant.

2 86. Conspirators evaded paying the required real Subject Property transfer taxes (RPTT) and
3 HOA-mandated New Member Set-up Fee and Asset Enhancement Fees.

4
5 **FOURTH CAUSE OF ACTION:**
6 **FRAUDULENT CONCEALMENT**

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

9 88. That the HOA AGENTS withheld/provided false information to enforcement officials
10 to conceal their illegal conduct of HOA sale.

11 89. That the HOA AGENTS violated NRS 38.310 (1)(a) process that defines mediation
12 as a necessary prerequisite of a valid HOA foreclosure.

13 90. That the HOA AGENTS provided false information to enforcement officials by
14 telling the Ombudsman (OMB) that the "Owner was retained" so the HOA could avoid
15 completing the OMB Notice of Sale (NOS) process and still conduct the foreclosure sale,

16 91. That the HOA AGENTS tricked the OMB into believing that the OMB-NOS process
17 was no longer necessary by telling the OMB the "Owner was retained."

18 92. That the enforcement agency canceled the February 14, 2012 Notice of Sale on May
19 15, 2014.

20 93. After deceiving the enforcement agency, HOA AGENTS held the foreclosure sale on
21 August 15, 2014, illegally anyway, even though the mandatory NOS process was cancelled on
22 May 15, 2014 based on their deception thereby permitting HOA AGENTS to evade enforcement
23 by having the HOA sale without a Notice of Sale in effect.

24 94. That the HOA AGENTS concealed the unlawful sale by failing to deliver the

1 Foreclosure Deed to the OMB within 30 days as required NRS (2013) 116.31164 (3)(b).

2 **FIFTH CAUSE OF ACTION:**

3 **UNJUST ENRICHMENT**

4 95. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
5 herein, and further alleges:

6 96. That HOA AGENTS unfairly deprived Cross-Claimant of the Subject Property and
7 unjustly profited from excessive and unauthorized charges added to delinquent dues.

8 97. That HOA AGENTS unjustly and covertly failed to distribute the \$63,100 proceeds of the
9 sale as mandated by 2013 NRS 116.31164 (3)(c), in that:

10
11 a) There were no expenses of sale as the cost to conduct a foreclosure sale is limited
12 to \$125.00 by the April 27, 2012 RRFS Delinquent Assessment Collection Agreement,
13 and the lien of \$5,081.45 already included erroneous, duplicative and unauthorized
14 charges.

15 b) There was no expense of securing possession. The Subject Property was vacant,
16 and the key just handed to the Buyer by TOBIN's agent.

17 c) Satisfaction of the association's lien. The HOA Resident Transaction Record for
18 the Subject Property shows that the HOA AGENT credited the HOA with \$2,701.04 on
19 August 27, 2014. There is no indication that HOA AGENTS paid the mandated asset
20 enhancement fee (1/3 of 1% of the price of every sales price) the HOA mandated for every
21 transfer of title by CC&Rs section 8.12. **(Exhibit 8)**

22
23 d) Satisfaction of subordinate claims. None of the excess proceeds went to any of the
24 entities who had recorded liens. Or, alternatively, if any of the lienholders did receive the

1 excess proceeds, none of the lienholders properly accounted for receiving any funds, and
2 none removed their liens.

3 e) Remittance of any excess to the unit's owner. Within a few months after the sale,
4 TOBIN attempted to claim the excess proceeds since it was clear the HOA AGENTS were
5 treating the bank loan as "extinguished". In response to direct inquiries, HOA AGENTS
6 were deceptive about their illegal retention of the proceeds of the illegally-conducted sale
7 and refused to speak with TOBIN about her claim, stating at different times in late 2014:
8 1) that she had no standing, 2) that RRFS had no record of her in relation to the Subject
9 Property, and 3) that RRFS had turned the money over to the court to distribute.

10 **SIXTH CAUSE OF ACTION:**

11 **BREACH OF CONTRACT**

12
13 98. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
14 herein, and further alleges:

15 99. That the HOA AGENTS violated numerous provisions of their contracts with the HOA
16 to the specific detriment of Cross-Claimant's title rights. For example, That the HOA AGENTS
17 violated the HOA/RRFS 4/27/12 Delinquent Collection Assessment Agreement", section 4 by
18 untimely processing of TOBIN's August 17, 2012 HOA dues payment that resulted in
19 unauthorized and pre-mature beginning of the collections process;

20 100. HOA AGENTS violated HOA/RRFS 4/27/12 Delinquent Collection Assessment
21 Agreement", section 5 by "The (HOA) authorizes Red Rock to offer delinquent homeowners
22 payment plans or extensions up to 24 months in duration without the Board of Directors'
23 authorization...".

24 101. On August 15, 2014 the HOA AGENT FSR d/b/a RRFS held the HOA sale without

1 any notice to the owner.

2 102. After the illegal sale, the HOA AGENTS did not provide a Notice of Sanctions Letter
3 or in any way communicate that HOA AGENTS had used the HOA's authority to take the
4 ultimate sanction against the owner without due process.

5 103. NRS 116.1113 imposes an obligation of good faith which was violated by HOA
6 AGENTS when they conducted the HOA sale for their own enrichment and in violation of the
7 rights of due process of TOBIN and their contractual and fiduciary obligations to the HOA
8 whose authority they usurped.

9 104. That the HOA has separate contracts with the Managing Agent (FSR) and its Debt
10 Collector Agent (RRFS) who failed to disclose that it is the Managing Agent (FSR) that holds
11 the debt collection license d/b/a RRFS and that a separate contract is a ruse to camouflage their
12 substantial conflict of interest.

13 105. In the management contract with FSR, RRFS is described merely as an "Affiliate" that
14 the HOA "is not required to use", falsely implying that RRFS is a separate legal entity with its
15 own separate debt collector license.

16 106. Failure to disclose this very significant financial conflict of interest in addition to HOA
17 AGENTS' multiple violations of laws, regulations, and the governing documents invokes section
18 5.3 of the March 31, 2014 FSR Management Agency Agreement that requires FSR to defend,
19 indemnify and hold HOA harmless for FSR's negligence and statutory and procedural violations.

20 107. Section 7, second paragraph of the April 27, 2012 RRFS Delinquent Assessment
21 Collection Agreement is triggered both by HOA AGENTS' violation of that agreement, but by
22 their violations of statutes, governing documents and HOA rules and regulations.

23 108. HOA AGENTS' actions in violating statutes violates the contract provision in the FSR
24 Management Agreement requiring FSR to manage the HOA "...pursuant to all provisions of the

1 NRS and NAC pertaining to the governance of ...(HOAs)". FSR violations:

- 2 a) NRS 116.1113 Violation of duty of good faith
- 3 b) NRS 116A.630 (1)(a) Violation of fiduciary duty;
- 4 c) NRS 116A.630 (1)(b) Failure to exercise ordinary and reasonable care;
- 5 d) NRS 116A.620 Failure to comply with statutory standards of practice;
- 6 e) 116A.355(2)(f) Failure to disclose to a client any material fact;
- 7 f) NRS 116A.355(2)(h) Failure to account for or remit money within a reasonable
- 8 time;
- 9 g) NRS 16A.355(2) (i) Exceeded the authority granted to him or her by the
- 10 client;
- 11 h) NRS 116A.345(9) Collecting fees or charges that were not specified in the
- 12 management agreement;
- 13 i) NRS116A.355(2)(f). Deceitful, fraudulent, or dishonest conduct to the
- 14 Association and the Division.

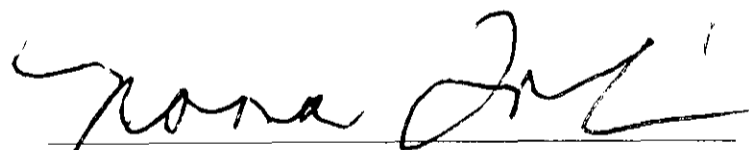
13 **PRAYER**

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

- 16 a. For a declaration and determination that the HOA Sale is null, void, and
- 17 without effect to convey title from, or in any way diminish, Cross-Claimant's
- 18 right to possession, use and profit from the Subject Property;
- 19 b. For a declaration and determination that the HOA sale was invalid and null
- 20 and void for the HOA's and HOA AGENTS' statutory and procedural
- 21 violations;
- 22 c. For a declaration and determination that the conduct of Cross-Defendant HOA
- 23 AGENTS in connection with the HOA sale and the subsequent transfer of title
- 24 to Counter-Defendants was accompanied by actual fraud, deceit, or trickery
- for which HOA AGENTS are liable to pay punitive damages to Cross-
Claimant;

- 1 d. For a declaration and determination that any and all of their claimed rights to
2 ownership of the Subject Property by Realtor Thomas LUCAS d/b/a
3 Opportunity Homes, LLC, purported purchaser at the HOA sale, Yuen K. Lee
4 and/or F. Bondurant, LLC and the Stokes and/or Jimijack are null and void
5 due to their complicity with HOA AGENTS' actions and omissions in failing
6 to conduct arms-length, commercially reasonable transactions that resulted in
7 fraudulent conveyances to non-bona-fide purchasers for value;
8 e. That Counter-Defendants are not *bona fide* purchasers for value, and that the
9 HOA sale transfers of Subject Property failed to meet the NRS 111.180 or the
10 *ShadowWood* standards;
11 f. For general damages in an amount in excess of \$10,000;
12 g. For treble actual damages in punitive damages to compensate for HOA
13 AGENTS' complicity in the illegal actions, including fraudulent transfer of
14 the Subject Property;
15 h. For specific damages in an amount as yet undetermined;
16 i. For reasonable costs and fees incurred by Counter-Claimant for the
17 prosecution of this matter;
18 j. For any other relief the Court may deem just and proper.

19 Dated this 31st day of January, 2017.

20 

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

EXHIBIT 1

12/14/12 LIEN FOR DELINQUENT ASSESSMENTS

The 12/14/12 Lien was recorded 45 days after the first day of actual delinquency on 10/31/12.

The lien claims \$925.76 of which \$625.76 is erroneous, fraudulent or impermissible collection fees.

None of these "errors" were ever corrected, only compounded.

On the same day, 12/5/12 that the lien claimed \$925.76, RRFS's 3/38/14 ledger claims \$553.15 was due on 12/5/12 and the Resident Transaction log claims \$476.21 was due that same day.

Assessor Parcel Number: 191-13-811-052
File Number: R808634

Inst #: 201212140001338
Fees: \$17.00
N/C Fee: \$0.00
12/14/2012 09:37:58 AM
Receipt #: 1421501
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Accommodation

LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:
2763 White Sage Dr, Henderson, NV 89052
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, in the
County of Clark

Current Owner(s) of Record:
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST
22, 2008

The amount owing as of the date of preparation of this lien is **\$925.76.
This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.
** The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

Dated: December 5, 2012

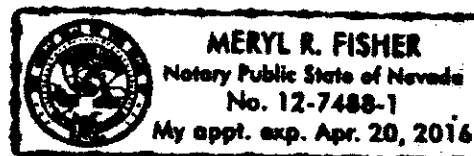

Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On December 5, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Mail To: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887



6A

EXHIBIT 2

11/5/12 FIRST COLLECTION NOTICE

RED ROCK FINANCIAL SERVICES CLAIMED \$495.36 DUE AS OF 10/31/12, THE FIRST DAY OF ACTUAL DELINQUENCY



Red Rock Financial Services

November 5, 2012

The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634

Dear The Estate of Gordon B. Hansen,

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Red Rock Financial Services is in receipt of the correspondence that the Homeowner has passed away. Our records have been updated to reflect that Gordon B. Hansen has passed away. Please be advised that our office has been retained to collect the delinquent balance owed to Sun City Anthem Community Association. Please contact our office within thirty (30) days from the date of this letter to discuss payment arrangements.

The current balance on the account is \$495.36. Enclosed is an accounting ledger for your review. Payments must be in the form of a cashier's check or money order made payable to Red Rock Financial Services and mailed to the address below. Failure to remit payment within 30 days from the date of this letter may result in the continuation of the collection process at additional costs to you.

Additional information regarding this account can be obtained at www.rvfs.com. Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Sincerely,

Red Rock Financial Services
Enclosure(S)

Red Rock Financial Services

■ 7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rvfs.com

■ Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable Department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

Red Rock Financial Services
Account Detail
Sun City Anthem Community Association
Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Hansen, The Estate of Gordon B.

Detailed Summary

Date	Description	Amount	Balance	Check#
10/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
10/11/2011	Association Mgmt Payment	-\$240.00	\$10.00	52791
11/22/2011	Association Mgmt Payment	-\$10.00	\$0.00	61105
01/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/30/2012	Late Fee	\$25.00	\$300.00	
02/21/2012	Association Mgmt Payment	-\$300.00	\$0.00	00112
04/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/26/2012	Association Mgmt Payment	-\$275.00	\$0.00	127
07/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
07/31/2012	Late Fee	\$25.00	\$300.00	
08/31/2012	Late Fee	\$25.00	\$325.00	
09/13/2012	Management Company Collection Cost	\$150.00	\$475.00	
09/17/2012	Intent to Lien Letter	\$125.00	\$600.00	
09/17/2012	Intent Mailing Costs	\$8.97	\$608.97	
09/17/2012	Intent Mailing Costs	\$8.97	\$617.94	
09/24/2012	Vendor Adjustment	-\$150.00	\$467.94	
09/30/2012	Late Fee	\$25.00	\$492.94	
09/30/2012	Interest	\$1.21	\$494.15	
10/01/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15	
→ 10/18/2012	Red Rock Partial Payment	-\$300.00	\$469.15	PC 143
10/30/2012	Association Interest	\$1.21	\$470.36	
→ 10/31/2012	Late Fee	\$25.00	\$495.36	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Printed: 11/5/12

EXHIBIT 3
TOBIN 2012 CHECKS FOR HOA ASSESSMENTS
RRFS LEDGER PAGE
RESIDENT TRANSACTION REPORT

8/17/12 two HOA assessment checks were delivered to HOA:

- 1) for the property (2763 White Sage) and
- 2) for Tobin residence (2664 Olivia Heights Ave.)

8/23/12 Check 142 for TOBIN cleared, but check 143 for White Sage did not clear the bank until

10/23/12 Check 143 for White Sage cleared

10/18/12 Check 143 is credited on Red Rock Financial Services Account Detail incorrectly as a partial payment allowing \$495.36 in bogus collection fees to accumulate by the first day of actual delinquency, **10/31/12**.

10/31/12 The HOA Resident Transaction Report claims that \$651.21 was due ~~on and does not~~

~~until~~

11/9/12 The HOA Resident Transaction Report credits check 143 incorrectly as a partial payment leaving a balance of \$351.21.

EXHIBIT 3

**NONA TOBIN
GORDON B HANSEN**
2664 OLIVIA HEIGHTS AVE
HENDERSON, NV 89052 7039

112
94-71/1224
64

Date 2/14/12

Pay to the Order of Sun City Anthem Comm Assoc \$ 300.00

Three hundred and ⁷⁰/₁₀₀ Dollars

NEVADA STATE BANK
THE DOOR TO YOUR FUTURE
P.O. BOX 698, LAS VEGAS, NEVADA 89120-0698

For SVC 10002048001 Nona JH

⑆ 22400779⑆ 0640052155⑆ 0112 ⑆0000030000⑆

Silver Advantage

Security Features of Speed Industry include:

- The patented Security Watermark
- Microprint lines printed on the back of the document
- The words "ORIGINAL DOCUMENT" appear across the front and back
- Reflects when viewed from the front and back
- Do not catch if
- Any of the features listed above are missing
- Or appear altered
- Lighter in color than the rest of the document
- Brown stains and yellow spots appear on the front and back
- The word "VOID" appears clearly on the front or back of this message

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR LEGAL INSTITUTIONS USE

419650 14 1960 8221

123000220 02212012 485
ST 004 10 97 PRT 3 123000220
ACCT 00061501851230

#1800

ENCLOSURE HERE

Date:02/23/12 Seq #:94208868 Account:640052155 Serial #:112 Amount:\$300.00 Dep Seq #:-

NONA TOBIN (702) 465-2199
GORDON B HANSEN
 2884 OLIVIA HEIGHTS AVE
 HENDERSON, NV 89052 7039

DEBBIE GREEN
 127
 94-77/1224
 84

APR 26 2012 4/24/12
 Date

Pay to the Order of Sun City Anthem \$ 275.00
Two hundred seventy-five ^{no} 100 Dollars

SVC 10002048001
NEVADA STATE BANK
 THE DOOR TO YOUR FUTURE
 P.O. BOX 888 LAS VEGAS NEVADA 89128-0888
 www.nsb.com

Silver Advantage
 Security Features Details on Back

For 2763 White Sage Nona Joli

⑆ 122400779⑆ 0640052155⑆ 0127

Hyland Clarke

Credited to Acct
 153795107066
 Return Acct 153795107066

Date:04/30/12 Seq #:94344327 Account:640052155 Serial #:127 Amount:\$275.00 Dep Seq #:-

NONA TOBIN
GORDON B HANSEN
 2664 OLIVIA HEIGHTS AVE
 HENDERSON, NV 89052 7039

142
 84-77/1224
 84

8/17/12
 Date

Pay to the Order of Sun City Assn **RECEIVED** \$ 300.00
Three hundred Dollars

AUG 19 2012
 Silver Advantage

NEVADA STATE BANK
 THE DOOR TO YOUR FUTURE
 P.O. BOX 680, LAS VEGAS, NEVADA 89108-0680

For SUC 10016446901 Nonna Jol

⑆ 1 2 2 4 0 0 7 7 9 ⑆ 0 6 4 0 0 5 2 1 5 5 ⑆ 0 1 4 2

Credited to Acct
 153795187066
 Return Acct 153795107066

Date:08/23/12 Seq #:94228215 Account:640052155 Serial #:142 Amount:\$300.00 Dep Seq #:-

NONA TOBIN
GORDON B HANSEN
 2684 OLIVA HEIGHTS AVE
 HENDERSON, NV 89052 7039

143
84-77/1224
84

8/17/12
Date

Pay to the Order of Sun City Anthem Com Assoc \$ 300 ⁰⁰

Three hundred Dollars

Silver Advantage

NEVADA STATE BANK
 THE DOOR TO YOUR FUTURE
 P.O. BOX 200 LAS VEGAS, NEVADA 89125-0200

For SVC 1000204800 H Nona Joli

⑆ 22400779⑆ 0640052155⑆ 0143 8000234 NV

Credited to Acct
 153751166148
 Return Acct 153751166148

Date:10/23/12 Seq #:94234937 Account:640052155 Serial #:143 Amount:\$300.00 Dep Seq #:-

Red Rock Financial Services
Account Detail
Sun City Anthem Community Association
Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Hansen, The Estate of Gordon B.

Detailed Summary

Date	Description	Amount	Balance	Check#
10/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
10/11/2011	Association Mgmt Payment	-\$240.00	\$10.00	52791
11/22/2011	Association Mgmt Payment	-\$10.00	\$0.00	61105
01/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/30/2012	Late Fee	\$25.00	\$300.00	
02/21/2012	Association Mgmt Payment	-\$300.00	\$0.00	00112
04/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/26/2012	Association Mgmt Payment	-\$275.00	\$0.00	127
07/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
07/31/2012	Late Fee	\$25.00	\$300.00	
08/31/2012	Late Fee	\$25.00	\$325.00	
09/13/2012	Management Company Collection Cost	\$150.00	\$475.00	
09/17/2012	Intent to Lien Letter	\$125.00	\$600.00	
09/17/2012	Intent Mailing Costs	\$8.97	\$608.97	
09/17/2012	Intent Mailing Costs	\$8.97	\$617.94	
09/24/2012	Vendor Adjustment	-\$150.00	\$467.94	
09/30/2012	Late Fee	\$25.00	\$492.94	
09/30/2012	Interest	\$1.21	\$494.15	
10/01/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15	
→ 10/18/2012	Red Rock Partial Payment	-\$300.00	\$469.15	PC 143
10/30/2012	Association Interest	\$1.21	\$470.36	
→ 10/31/2012	Late Fee	\$25.00	\$495.36	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Printed: 11/5/12

6E

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

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89062



0480 01 Gordon B Hansen
 2763 White Sage Dr
 Henderson, NV 89052

2664 Olivia Heights Ave
 Henderson, NV 89052

Current Credit History Code:

CL Effective Date: 09/30/2014

Transaction Type	Date	Code	Description	Amount	Balance
Charge	04/30/2011	LF	Late Fees	25.00	275.00
Pay	05/20/2011		Lockbox Payment 02215	-275.00	00.00
Charge	07/01/2011	SQA	Sun City Anthem QT Assem	250.00	250.00
Charge	07/30/2011	LF	Late Fees	25.00	275.00
Pay	08/18/2011		Lockbox Payment 02227	-275.00	00.00
Charge	10/01/2011	SQA	Sun City Anthem QT Assem	250.00	250.00
Pay	10/11/2011		Lockbox Payment 52791	-240.00	10.00
Pay	11/22/2011		Lockbox Payment 61105	-10.00	00.00
Charge	01/01/2012	SQA	Sun City Anthem QT Assem	275.00	275.00
Charge	01/30/2012	LF	Late Fees	25.00	300.00
Pay	02/21/2012		Lockbox Payment 00112	-300.00	00.00
Charge	04/01/2012	SQA	Sun City Anthem QT Assem	275.00	275.00
Pay	04/26/2012		Receipt Processing 127	-275.00	00.00
Charge	07/01/2012	SQA	Sun City Anthem QT Assem	275.00	275.00
Charge	07/31/2012	LF	Late Fees	25.00	300.00
Charge	08/31/2012	LF	Late Fees	25.00	325.00
Charge	09/30/2012	INT	Interest	01.21	326.21
Charge	09/30/2012	LF	Late Fees	25.00	351.21
Charge	10/01/2012	SQA	Sun City Anthem QT Assem	275.00	626.21
→ Charge	10/31/2012	LF	Late Fees	25.00	651.21
→ Pay	11/09/2012		Collection Payment Part 110612	-300.00	351.21
Charge	11/30/2012	LF	Late Fees	25.00	376.21
Charge	12/31/2012	INT	Interest	01.10	377.31
Charge	12/31/2012	LF	Late Fees	25.00	402.31
Charge	01/01/2013	SQA	Sun City Anthem QT Assem	275.00	677.31
Charge	01/31/2013	LF	Late Fees	25.00	702.31
Charge	03/02/2013	LF	Late Fees	25.00	727.31
Credit	03/02/2013	LF	Sun City Anthem QT Assem	-25.00	702.31
Charge	03/31/2013	INT	Interest	02.31	704.62
Charge	03/31/2013	LF	Late Fees	25.00	729.62
Charge	04/01/2013	SQA	Sun City Anthem QT Assem	275.00	1,004.62
Charge	04/02/2013	LF	Late Fees	25.00	1,029.62
Credit	04/02/2013	LF	Rev 04/02/13 LF	-25.00	1,004.62
Charge	05/01/2013	LF	Late Fees	25.00	1,029.62
Charge	05/31/2013	LF	Late Fees	25.00	1,054.62
Charge	06/30/2013	INT	Interest	03.52	1,058.14
Charge	06/30/2013	LF	Late Fees	25.00	1,083.14
Charge	07/01/2013	SQA	Sun City Anthem QT Assem	275.00	1,358.14
Charge	07/31/2013	LF	Late Fees	25.00	1,383.14
Charge	08/31/2013	LF	Late Fees	25.00	1,408.14
Charge	09/30/2013	INT	Interest	04.73	1,412.87
Charge	09/30/2013	LF	Late Fees	25.00	1,437.87
Charge	10/01/2013	SQA	Sun City Anthem QT Assem	275.00	1,712.87
Charge	10/31/2013	LF	Late Fees	25.00	1,737.87
Charge	11/30/2013	LF	Late Fees	25.00	1,762.87
Charge	12/31/2013	INT	Interest	05.94	1,768.81

60

EXHIBIT 4
3/12/13 NOTICE OF DEFAULT (NOD)
4/3/13 RESCISSION OF 3/12/13 NOD
8/22/12 FORECLOSURE DEED

NOTICE OF DEFAULT WAS DEFECTIVE AND RESCINDED.

THEREFORE, IT WAS NOT VALID TO SERVE AS A BASIS FOR THE FORECLOSURE DEED.

3/12/13 Notice of Default was rescinded on 4/3/13, but the rescinded NOD was used as the basis for the foreclosure deed. RRFS recorded this NOD erroneously, but RRFS' ledger shows 2763's account charged for RRFS' filing it.

3/12/13 Notice of Default falsely claims that \$2,475.35 is due as of 3/7/13 and that no payments had been made since 7/1/12.

EXHIBIT 4

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV. 89052
Title Order Number: 32334

Inet #: 201303120000847
Fees: \$17.00
N/C Fee: \$0.00
03/12/2013 09:55:30 AM
Receipt #: 1529577
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE
LIEN FOR DELINQUENT ASSESSMENTS**
◆ IMPORTANT NOTICE ◆

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 12/14/2012, in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of March 7, 2013, the amount owed is \$2,475.35. This amount will continue to increase until paid in full.

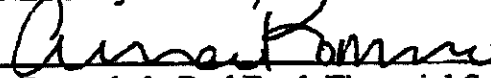

Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

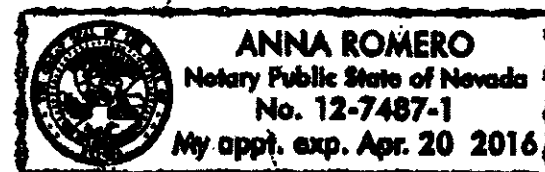
Dated: March 7, 2013

STATE OF NEVADA)
COUNTY OF CLARK)

On March 7, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Red Rock Financial Services
Mail To: 7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887



7A

Assessor Parcel Number: 191-13-811-052
File Number: R808634

Inst #: 201304030001569
Fees: \$17.00
N/C Fee: \$0.00
04/03/2013 11:28:14 AM
Receipt #: 1560335
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: SUO Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF RESCISSION

Red Rock Financial Services, a division of RMI Management LLC, is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

NOTICE IS HERBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association which the Lien for Delinquent Assessments was executed on 12/14/2012 as Book 20121214 and Instrument Number 0001338 of the Official Records in the Office of the Recorder of Clark County, Nevada and affecting the following described property situated in the County of Clark, State of Nevada, and more commonly known as:

2763 White Sage Dr, Henderson, NV 89052
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4,
recorded at the Clark County, Nevada Recorders Office.

The owner(s) of record on said lien: GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

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

Dated March 27, 2013

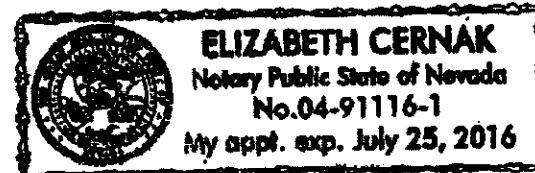
Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On March 27, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

When Recorded Mail To: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119



7B

3-1

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

APN # 191-13-811-052

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

FORECLOSURE DEED

The undersigned declares:


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

AGENT STATES THAT:

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

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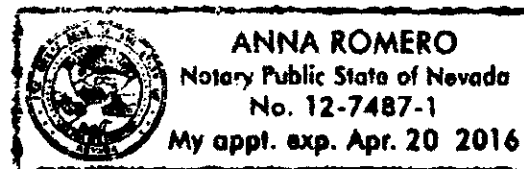
Dated: August 18, 2014

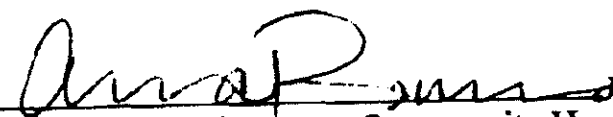

By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem
Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

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

WITNESS my hand and official seal.




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

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

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

2. Type of Property:

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

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

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 63,100.⁰⁰
 Transfer Tax Value: \$ 353,529.⁰⁰
 Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 VL

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: _____ %

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

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

Signature *[Signature]* Capacity AGENT
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services
 Address: 4775 West Teco Ave #140
 City: Las Vegas
 State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Opportunity Homes, LLC
 Address: 2657 Windmill Parkway, #145
 City: Henderson
 State: NV Zip: 89074

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

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EXHIBIT 5
2/12/14 NOTICE OF SALE (NOS)
2/13/14 NRED-OMB COMPLIANCE RECORD

5/15/14 NOTICE OF SALE WAS RESCINDED BECAUSE "OWNER RETAINED"

THEREFORE, THERE WAS NO VALID NOTICE OF SALE IN EFFECT WHICH RENDERS THE 8/15/14

HOA SALE NULL AND VOID.

EXHIBIT 5

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV 89052

Inst #: 201402120001527
Fees: \$18.00
N/C Fee: \$0.00
02/12/2014 09:06:29 AM
Receipt #: 1930419
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: MAT Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.

Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 12/14/2012 in Book Number 20121214 as Instrument Number 0001338 reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 04/08/2013 in Book Number 20130408 as Instrument Number 0001087 of the Official Records in the Office of the Recorder.

NOTICE IS HEREBY GIVEN: That on 03/07/2014, at 10:00 a.m. at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2763 White Sage Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 of the Official Records in the

7E

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV 89052

Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of **\$5,081.45** as of 2/11/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

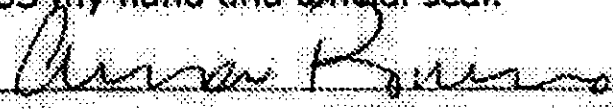
Dated: February 11, 2014


Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

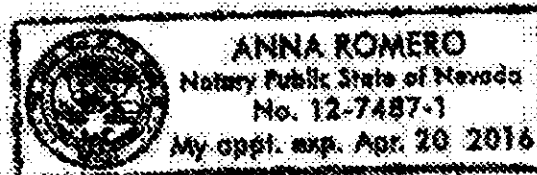
On February 11, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Reinstatement Information: (702) 483-2996 or Sale Information: (714) 573-7777

When Recorded Mail To:
Red Rock Financial Services
4775 W. Teco Avenue, Suite 140
Las Vegas, Nevada 89118
(702) 483-2996 or (702) 932-6887



Compliance View Screen [update]

Case	2014-659	Date Created	02/18/2014	Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy	191-13-811-052	Date Received	02/13/2014	
Compliance Status	NOS CLOSED	How Received	LETTER	
Respondent ID	271957	Receiving Board	RED	
Respondent Address	ESTATE OF GORDON B HANSEN, THE 2763 WHITE SAGE DR HENDERSON, NV 89052	Receiving Profession		
Complainant ID	123186	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Received By	Bonnie Schmidt	
Comments:	R808634	Priority	SOUTH	
		Alleged Issues	OMB ADR - NRS 38.310(1)(a). DELINQUENT ASSESSMENTS	
		Case Nature	Chapter 38	

- Resolution
- Action Items
- Participants

Resolution [update]

Field	Value	Field	Value
Department:	OMB - NOTICE OF SALE (NOS) PROCESS	Found Issues:	
Worker:	Bonnie Schmidt	Resolution:	• OMB NOS - CANCELLED (OWNER RETAINED)

Starting Effective Date: 04/08/2013
 Ending Effective Date: 05/15/2014
 Date Closed: 05/15/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
NOS - 4 TRUSTEE SALE CANCELLED	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore		05/15/2014	05/15/2014	05/15/2014		06/02/2014	Anne Moore
Target: ESTATE OF GORDON B HANSEN, THE Case Status: Status Changed To: NOS CLOSED Comments: 89052								
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT		03/07/2014	03/07/2014	02/18/2014		02/18/2014	BONNIE SCHMIDT
Target: ESTATE OF GORDON B HANSEN, THE Case Status: Status Changed To: PENDING NOS DATE OF SALE Action Info: EFFECTIVE DATE OF NOS 02/11/2014 DEFAULT LIEN DATE ON NOS 04/08/2013 FORECLOSURE DATE ON NOS 03/07/2014 AMOUNT OF NOS 5,081.45 APN ON NOS 191-13-811-052 Comments: 89052								

7F

EXHIBIT 6

NRS116.31085

6/1/16 HOA REFUSAL TO PROVIDE MINUTES

NRS 116.31085(3) (c) was violated by failing to incorporate section 4.

NRS 116.31085 (4) was violated by not providing notice to the owner that there would be a decision on whether to foreclose so no opportunity for a hearing was provided.

NRS 116.31085 (6) was violated by refusing to give the owner any board minutes relating to the decision to foreclose.

EXHIBIT 6

NRS 116.31085 Right of units' owners to speak at certain meetings; limitations on right; **limitations on power of executive board to meet in executive session; procedure governing hearings on alleged violations; requirements concerning minutes of certain meetings.**

1. Except as otherwise provided in this section, a unit's owner may attend any meeting of the units' owners or of the executive board and speak at any such meeting. The executive board may establish reasonable limitations on the time a unit's owner may speak at such a meeting.

2. An executive board may not meet in executive session to open or consider bids for an association project as defined in NRS 116.31086, or to enter into, renew, modify, terminate or take any other action regarding a contract.

3. An executive board may meet in executive session only to:

(a) Consult with the attorney for the association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in NRS 49.035 to 49.115, inclusive.

(b) Discuss the character, alleged misconduct, professional competence, or physical or mental health of a community manager or an employee of the association.

(c) **Except as otherwise provided in subsection 4**, discuss a violation of the governing documents, including, without limitation, the failure to pay an assessment.

(d) Discuss the alleged failure of a unit's owner to adhere to a schedule required pursuant to NRS 116.310305 if the alleged failure may subject the unit's owner to a construction penalty.

4. An executive board shall meet in executive session to hold a hearing on an alleged violation of the governing documents unless the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the executive board. If the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted, the person:

(a) Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidence and the testimony of witnesses;

(b) Is entitled to due process, as set forth in the standards adopted by regulation by the Commission, which must include, without limitation, the right to counsel, the right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel; and

(c) Is not entitled to attend the deliberations of the executive board.

5. The provisions of subsection 4 establish the minimum protections that the executive board must provide before it may make a decision. The provisions of subsection 4 do not preempt any provisions of the governing documents that provide greater protections.

6. Except as otherwise provided in this subsection, any matter discussed by the executive board when it meets in executive session must be generally noted in the minutes of the meeting of the executive board. **The executive board shall maintain minutes of any decision made pursuant to subsection 4 concerning an alleged violation and, upon request, provide a copy of the decision to the person who was subject to being sanctioned at the hearing or to the person's designated representative.**

7. Except as otherwise provided in subsection 4, a unit's owner is not entitled to attend or speak at a meeting of the executive board held in executive session.

(Added to NRS by 1997, 3111; A 1999, 3005; 2003, 2236, 2271; 2005, 2602; 2009, 1100, 2891)

(EMPHASIS ADDED.)

Document Request - Nona Tobin

3 messages

Lori Martin <Lori.Martin@scacai.com>
To: Nona Tobin <nonatobin@gmail.com>
Cc: Lori Martin <Lori.Martin@scacai.com>

Wed, Jun 1, 2016 at 3:39 PM

Dear Ms. Tobin,

Please find attached the 2012 RMI Management Contract as well as the contract between SCA and Red Rock Financial as requested.

Your request for the “minutes where actions leading o foreclosure for delinquent assessment(s) was approved for 2763 White Sage” cannot be fulfilled since those minutes are Executive Session minutes and not privy to the anyone except the Board. The only time Executive Session minutes are released to a homeowner is if a hearing was held and then, only that portion of the meeting minutes is provided.

Thank you,

Lori Martin

Lori Martin, CMCA, AMS, SCM | Sun City Anthem

Community Association Manager

EXHIBIT 7

NRS (2013) 116-31162-NRS116.31168

NRS 116.31162 (1)(a) was violated by not sending notices consistently to the owner's address of record.

NRS 116.31162 (1)(b)(1) was violated for not describing a real deficiency, either by including unauthorized and false charges.

NRS 116.31162 (4)(a)(b)(c) failure to provide the required fee schedule, repayment plan or notice of right to contest the past due obligation.

NRS 116.31163 (1) was violated for failure to provide requested notice to the owner's agent.

NRS 116.311635 (1)(a)(1) and **(2)(b)(1)** were violated in that the owner's agent did not receive the requested notice of the time and date the HOA sale was held after four postponements.

NRS 116.31165 (2) (b) (3) was violated by HOA Agents not notice at cancelling the Notice of Sale through the Ombudsman that the "Owner was retained" so the "TRUSTEE SALE CANCELLED" and never issuing another Notice of Sale.

NRS 116.31164 (1) gives the HOA to use an agent for the sale, but it was violated by having an unreasonable number of postponements (4) exceeding the reasonableness standard (3) in NRS 107.082(2).

NRS 116.31164 (3)(b) was violated by HOA Agents did not deliver a copy of the deed to the Ombudsman as they had previously told the Ombudsman the HOA sale was cancelled and the owner was retained.

NRS 116.31164 (3)(c)(1)(2)(4)(5) was violated by the HOA Agents failing to distribute the proceeds as required and by lying to TOBIN regarding what they had done and what her rights were in terms of making a claim.

NRS 116.31168 (2) was violated by HOA Agents lying to the HOA Board so they could proceed with an illegal sale for their own unjust enrichment.

EXHIBIT 7

2013 Nevada Revised Statutes

Chapter 116 - Common-Interest Ownership (Uniform Act)

NRS 116.31162 - Foreclosure of liens: Mailing of notice of delinquent assessment; recording of notice of default and election to sell; period during which unit s owner may pay lien to avoid foreclosure; limitations on type of lien that may be foreclosed.

Universal Citation: NV Rev Stat § 116.31162 (2013)

1. Except as otherwise provided in subsection 5 or 6, in a condominium, in a planned community, in a cooperative where the owner s interest in a unit is real estate under NRS 116.1105, or in a cooperative where the owner s interest in a unit is personal property under NRS 116.1105 and the declaration provides that a lien may be foreclosed under NRS 116.31162 to 116.31168, inclusive, the association may foreclose its lien by sale after all of the following occur:

(a) The association has mailed by certified or registered mail, return receipt requested, to the unit s owner or his or her successor in interest, at his or her address, if known, and at the address of the unit, a notice of delinquent assessment which states the amount of the assessments and other sums which are due in accordance with subsection 1 of NRS 116.3116, a description of the unit against which the lien is imposed and the name of the record owner of the unit.

(b) Not less than 30 days after mailing the notice of delinquent assessment pursuant to paragraph (a), the association or other person conducting the sale has executed and caused to be recorded, with the county recorder of the county in which the common-interest community or any part of it is situated, a notice of default and election to sell the unit to satisfy the lien which must contain the same information as the notice of delinquent assessment and which must also comply with the following:

(1) Describe the deficiency in payment.

(2) State the name and address of the person authorized by the association to enforce the lien by sale.

(3) Contain, in 14-point bold type, the following warning:

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!

(c) The unit s owner or his or her successor in interest has failed to pay the amount of the lien, including costs, fees and expenses incident to its enforcement, for 90 days following the recording of the notice of default and election to sell.

2. The notice of default and election to sell must be signed by the person designated in the declaration or by the association for that purpose or, if no one is designated, by the president of the association.

3. The period of 90 days begins on the first day following:

(a) The date on which the notice of default is recorded; or

(b) The date on which a copy of the notice of default is mailed by certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest at his or her address, if known, and at the address of the unit,

whichever date occurs later.

4. An association may not mail to a unit's owner or his or her successor in interest a letter of intent to mail a notice of delinquent assessment pursuant to paragraph (a) of subsection 1, mail the notice of delinquent assessment or take any other action to collect a past due obligation from a unit's owner or his or her successor in interest unless, not earlier than 60 days after the obligation becomes past due, the association mails to the address on file for the unit's owner:

(a) A schedule of the fees that may be charged if the unit's owner fails to pay the past due obligation;

(b) A proposed repayment plan; and

(c) A notice of the right to contest the past due obligation at a hearing before the executive board and the procedures for requesting such a hearing.

5. The association may not foreclose a lien by sale based on a fine or penalty for a violation of the governing documents of the association unless:

(a) The violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the unit's owners or residents of the common-interest community; or

(b) The penalty is imposed for failure to adhere to a schedule required pursuant to NRS 116.310305.

6. The association may not foreclose a lien by sale if:

(a) The unit is owner-occupied housing encumbered by a deed of trust;

(b) The beneficiary under the deed of trust, the successor in interest of the beneficiary or the trustee has recorded a notice of default and election to sell with respect to the unit pursuant to subsection 2 of NRS 107.080; and

(c) The trustee of record has not recorded the certificate provided to the trustee pursuant to subparagraph (1) or (2) of paragraph (d) of subsection 2 of NRS 107.086.

As used in this subsection, owner-occupied housing has the meaning ascribed to it in NRS 107.086.

2013 Nevada Revised Statutes

Chapter 116 - Common-Interest Ownership (Uniform Act)

NRS 116.31163 - Foreclosure of liens: Mailing of notice of default and election to sell to certain interested persons.

Universal Citation: NV Rev Stat § 116.31163 (2013)

The association or other person conducting the sale shall also mail, within 10 days after the notice of default and election to sell is recorded, a copy of the notice by first-class mail to:

1. Each person who has requested notice pursuant to NRS 107.090 or 116.31168;
2. Any holder of a recorded security interest encumbering the unit's owner's interest who has notified the association, 30 days before the recordation of the notice of default, of the existence of the security interest; and
3. A purchaser of the unit, if the unit's owner has notified the association, 30 days before the recordation of the notice, that the unit is the subject of a contract of sale and the association has been requested to furnish the certificate required by NRS 116.4109.

(Added to NRS by 1993, 2355; A 2005, 2609)

2013 Nevada Revised Statutes

Chapter 116 - Common-Interest Ownership (Uniform Act)

NRS 116.311635 - Foreclosure of liens: Providing notice of time and place of sale; service of notice of sale; contents of notice of sale; proof of service.

Universal Citation: NV Rev Stat § 116.311635 (2013)

1. The association or other person conducting the sale shall also, after the expiration of the 90 days and before selling the unit:

(a) Give notice of the time and place of the sale in the manner and for a time not less than that required by law for the sale of real property upon execution, except that in lieu of following the procedure for service on a judgment debtor pursuant to NRS 21.130, service must be made on the unit's owner as follows:

(1) A copy of the notice of sale must be mailed, on or before the date of first publication or posting, by certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest at his or her address, if known, and to the address of the unit; and

(2) A copy of the notice of sale must be served, on or before the date of first publication or posting, in the manner set forth in subsection 2; and

(b) Mail, on or before the date of first publication or posting, a copy of the notice by certified or registered mail, return receipt requested, to:

(1) Each person entitled to receive a copy of the notice of default and election to sell notice under NRS 116.31163;

(2) The holder of a recorded security interest or the purchaser of the unit, if either of them has notified the association, before the mailing of the notice of sale, of the existence of the security interest, lease or contract of sale, as applicable; and

(3) The Ombudsman.

2. In addition to the requirements set forth in subsection 1, a copy of the notice of sale must be served:

(a) By a person who is 18 years of age or older and who is not a party to or interested in the sale by personally delivering a copy of the notice of sale to an occupant of the unit who is of suitable age; or

(b) By posting a copy of the notice of sale in a conspicuous place on the unit.

3. Any copy of the notice of sale required to be served pursuant to this section must include:

(a) The amount necessary to satisfy the lien as of the date of the proposed sale; and

(b) The following warning in 14-point bold type:

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL (name and telephone number of the contact person for the association). IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN S OFFICE, NEVADA REAL ESTATE DIVISION, AT (toll-free telephone number designated by the Division) IMMEDIATELY.

4. Proof of service of any copy of the notice of sale required to be served pursuant to this section must consist of:

(a) A certificate of mailing which evidences that the notice was mailed through the United States Postal Service; or

(b) An affidavit of service signed by the person who served the notice stating:

(1) The time of service, manner of service and location of service; and

(2) The name of the person served or, if the notice was not served on a person, a description of the location where the notice was posted on the unit.

(Added to NRS by 1993, 2355; A 2003, 2245; 2005, 2609; 2013, 3790)

2013 Nevada Revised Statutes

Chapter 116 - Common-Interest Ownership (Uniform Act)

NRS 116.31164 - Foreclosure of liens: Procedure for conducting sale; purchase of unit by association; execution and delivery of deed; use of proceeds of sale.

Universal Citation: NV Rev Stat § 116.31164 (2013)

1. The sale must be conducted in the county in which the common-interest community or part of it is situated, and may be conducted by the association, its agent or attorney, or a title insurance company or escrow agent licensed to do business in this State, except that the sale may be made at the office of the association if the notice of the sale so provided, whether the unit is located within the same county as the office of the association or not. The association or other person conducting the sale may from time to time postpone the sale by such advertisement and notice as it considers reasonable or, without further advertisement or notice, by proclamation made to the persons assembled at the time and place previously set and advertised for the sale.

2. On the day of sale originally advertised or to which the sale is postponed, at the time and place specified in the notice or postponement, the person conducting the sale may sell the unit at public auction to the highest cash bidder. Unless otherwise provided in the declaration or by agreement, the association may purchase the unit and hold, lease, mortgage or convey it. The association may purchase by a credit bid up to the amount of the unpaid assessments and any permitted costs, fees and expenses incident to the enforcement of its lien.

3. After the sale, the person conducting the sale shall:

(a) Make, execute and, after payment is made, deliver to the purchaser, or his or her successor or assign, a deed without warranty which conveys to the grantee all title of the unit's owner to the unit;

(b) Deliver a copy of the deed to the Ombudsman within 30 days after the deed is delivered to the purchaser, or his or her successor or assign; and

(c) Apply the proceeds of the sale for the following purposes in the following order:

(1) The reasonable expenses of sale;

(2) The reasonable expenses of securing possession before sale, holding, maintaining, and preparing the unit for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, and, to the extent provided for by the declaration, reasonable attorney's fees and other legal expenses incurred by the association;

(3) Satisfaction of the association's lien;

(4) Satisfaction in the order of priority of any subordinate claim of record; and

(5) Remittance of any excess to the unit's owner.

2013 Nevada Revised Statutes

Chapter 116 - Common-Interest Ownership (Uniform Act)

NRS 116.31168 - Foreclosure of liens: Requests by interested persons for notice of default and election to sell; right of association to waive default and withdraw notice or proceeding to foreclose.

Universal Citation: NV Rev Stat § 116.31168 (2013)

1. The provisions of NRS 107.090 apply to the foreclosure of an association's lien as if a deed of trust were being foreclosed. The request must identify the lien by stating the names of the unit's owner and the common-interest community.
2. An association may, after recording a notice of default and election to sell, waive the default and withdraw the notice or any proceeding to foreclose. The association is thereupon restored to its former position and has the same rights as though the notice had not been recorded.

(Added to NRS by 1991, 570; A 1993, 2373)

EXHIBIT 8

CC&Rs

Section 7.4 Compliance and Enforcement was violated by not treating foreclosure as the imposition of sanctions for violation of the CC&Rs

Sections 8.6 & 8.7 Authority to Assess Owners and Obligation for Assessments give the Board the authority to levy assessments and to enforce compliance and are the sections an owner violates by allegedly failing to pay assessments

Section 8.8 and Section 8.8A Lien for Assessments /Foreclosure and Procedure for Sale were violated by failing to provide notices consistently to the known address of the owner

Section 8.12 Asset Enhancement Fee was violated by HOA Agents for either failing to pay the mandatory fee to the HOA collected from Opportunity Homes, LLC, F. Bondurant, and Joel and Sandra Stokes or, alternatively, HOA agents violated 8.12 by colluding with non bona fide purchasers to illegally record conveyances of the property that did not occur.

EXHIBIT 8

Receipt/Conformed Copy

Requestor:

LEACH JOHNSON ETAL

05/20/2008 16:38:20 T20080094151

Book/Instr: 20080520-0004342

Restrictio Page Count: 116

Fees: \$129.00 NIC Fee: \$0.00

When Recorded Return To:

John E. Leach, Esq.
Leach Johnson Song & Gruchow
5495 S. Rainbow Blvd., Suite 202
Las Vegas, Nevada 89118

APN Nos: 190-05-110-001

(continued on next page)

Debbie Conway
Clark County Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

THIRD
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUN CITY ANTHEM

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The Association shall provide Declarant at least 20 days prior written notice of any cancellation, termination, substantial modification, or non-renewal of any Association insurance policy.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless the Members representing at least 80% of the total votes in the Association, and Declarant, for so long as it owns any property described on Exhibits "A" or "B," decide within 60 days after the loss not to repair or reconstruct, if the damage is to Limited Common Area, 80% of the Owners to which such Limited Common Area is assigned and Declarant, for so long as it owns any property described on Exhibits "A" or "B," must vote not to repair or reconstruct.

If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

If Owners to which Limited Common Area is assigned vote (as provided above) not to repair or reconstruct improvements on such Limited Common Area, then any insurance proceeds attributable to such Limited Common Area, minus the costs of clearing and landscaping, shall be distributed to such Owners in proportion to their ownership interest therein. If Members vote (as provided above) not to repair or reconstruct improvements on Common Area, then any insurance proceeds attributable to such Common Area, minus the costs of clearing and landscaping, shall be distributed to all Owners in equal amounts. This provision may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

(d) Waiver of Claims. To the extent permitted by law, the Association and each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of the properties, waives any claims against Declarant and its affiliates for any damages or losses for which insurance coverage is available, to the extent of such insurance coverage.

7.4. Compliance and Enforcement.

(a) Every Owner and Occupant of a Lot shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws. The Board shall

establish a range of penalties for such violations, with violations of the Declaration, unsafe conduct, harassment, or intentionally malicious conduct treated more severely than other violations. Such sanctions may include, without limitation:

(i) imposing a graduated range of reasonable monetary fines which shall, pursuant to the Act, constitute a lien upon the violator's Lot. However, unless the imposed fine was for a violation affecting the health, safety and welfare of the Association, such lien may not be foreclosed by the Association. The amount of each such fine must be commensurate with the severity of the violation and shall in no event exceed the maximum permitted by the Act. The Rules may be enforced by the assessment of a fine only if: (A) Not less than thirty (30) days before the violation, the person against whom the monetary penalty will be imposed has been provided with written notice of the applicable provisions of the Governing Documents that form the basis of the violation; (B) Within a reasonable time after the discovery of the violation, the person against whom the monetary fine will be imposed has been provided with written notice specifying the details of the violation, the amount of the monetary penalty, and the date, time, and location for a hearing on the violation and a reasonable opportunity to contest the violation at the hearing; (C) The Board must schedule the date, time, and location for the hearing on the violation so that the person against whom the monetary fine will be imposed is provided with a reasonable opportunity to prepare for the hearing and to be present at the hearing; and (D) The Board must hold a hearing before it may impose a monetary fine, unless the person against whom the monetary fine will be imposed: (1) pays the monetary fine; (2) executes a written waiver of the right to the hearing; or (3) fails to appear at the hearing after being provided with notice of the hearing in accordance with this Section 7.4(a)(i). If a fine is imposed pursuant to this subsection and the violation is not cured within fourteen (14) days or such longer cure period as the Board establishes, the violation shall be deemed a continuing violation and the Board may thereafter impose an additional fine for the violation for each seven (7) day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard. In the event that any Occupant, guest, or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall be assessed against the violator, provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. The Board shall publish and cause to be hand delivered or sent prepaid by United States mail to the mailing address of each Lot or to any other mailing address designated in writing by the Lot Owner a schedule of fines applicable to particular violations;

(ii) suspending an Owner's right to vote;

(iii) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of Article IV and to restore the Lot to its

previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and the Design Guidelines from continuing or perforating any further activities in the Properties; and

(viii) levying Benefited Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in Section 3.26 of the By-Laws:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking Rules);

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Benefited Assessment. If a Neighborhood Association fails to perform its maintenance responsibilities, the Association may perform such maintenance and assess the costs as a Benefited Assessment against all Lots within such Neighborhood. Except in an emergency situation, the Association shall provide the Owner or Neighborhood Association reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentences the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction, or rule being enforced is, or is likely to construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

written notice to the Owners of Lots in, or the Neighborhood Representative representing, the Neighborhood and an opportunity for such Owners or Neighborhood Representative to be heard before levying any such assessment.

8.6. Authority to Assess Owners: Time of Payment.

Declarant establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Lot on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration; or (b) the month in which the Board first adopts a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot. Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require the outstanding balance on all assessments, including interest, late charges, and other costs, to be paid in full immediately,

8.7 Obligation for Assessments.

(a) Personal Obligation. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a maximum rate of 18% per annum or such higher rate as the Board may establish, subject to the limitations of Nevada law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Declarant's Option To Pay Assessments. During the Declarant Control Period, Declarant may satisfy its obligation for assessments on Lots which it owns either by paying such assessments in the same manner as any other Owner or by paying the difference between the amount of assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless Declarant otherwise notices the Board in writing at least 60 days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of Declarant's election, Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Declarant Control Period, Declarant shall pay assessments in the same manner as any other Owner on all of its Lots which have not been conveyed to Home Owners.

8.8. Lien for Assessments/Foreclosure.

In accordance with the Act, and subject to the limitations of any applicable provision of the Act or Nevada law, the Association shall have an automatic statutory lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges, and costs of collection (including administrative costs and attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens for real estate taxes and other governmental assessments or charges against the Lot, (b) the lien or charge of any first Mortgage Recorded on the Lot before the date on which the assessment sought to be enforced became delinquent, or (c) liens and encumbrances Recorded before the Recording of the Declaration. Notwithstanding the foregoing the Association's lien for delinquent assessments shall be prior to a Recorded first Mortgage equal to the Common Expenses based on the Association's annual budget as provided in this Article VIII which would have come due on the absence of acceleration, during the six months immediately preceding the institution of an action to enforce the lien.

Such lien, when delinquent, may be enforced in the manner prescribed in the Act. The Association may foreclose its lien by sale after:

(a) The Association has mailed by certified or registered mail, return receipt requested, to the Owner or his successor in interest, at his address if known and at the address of the Lot, a notice of delinquent assessment which states the amount of the assessments and other sums that are due in accordance with the Act, a description of the Lot against which the lien is imposed and the name of the record owner of the Lot;

(b) Not less than 30 days after mailing the notice of delinquent assessment, the Association or other person conducting the sale has executed and caused to be recorded, with the Clark County Recorder, a notice of default and election to sell the Lot to satisfy the lien, which contains the same information as the notice of delinquent assessment, but must also comply with the following:

- (i) Describe the deficiency in payment;
- (ii) State the name and address of the person authorized by the Association to enforce the lien by sale; and
- (iii) Contain, in 14-point bold type, the following warning:
WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!

(c) The Owner or his successor in interest has failed to pay the amount of the lien, including costs, fees, and expenses incident to its enforcement for 90 days following the recording of the notice of default and election to sell.

(d) The notice of default and election to sell referenced in subsection (b), above, must be signed by the person designated in the Declaration or by the Association for that purpose or, if no one is designated, by the President.

(e) The period of 90 days referenced in subsection (c), above, begins on the first day following the later of:

(i) The date on which the notice of default is recorded; or

(ii) The date on which a copy of the notice of default is mailed by certified or registered mail, return receipt requested, to the Owner or his successor in interest at his address, if known, and at the address of the Lot.

(f) The Association may not foreclose a lien by sale based on a fine or penalty for a violation of the Governing Documents unless:

(i) The violation poses an imminent threat of causing a substantial adverse effect on the health, safety, or welfare of the Owners or residents of the Association.

(ii) The penalty is imposed for failure to adhere to a schedule required pursuant to NRS 116.310305 of the Act.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it, and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. Subject to the Act, the subsequent Owner to the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessments under Section 8.6, including such acquirer, its successors and assigns.

8.8A Procedure for Sale

The Association or other person conducting the sale shall also, after the expiration of the 90 days and before selling the Lot:

(a) Give notice of the time and place of the sale in the manner and for a time not less than that required by law for the sale of real property upon execution, except that service must be made on the Owner as follows:

(i) A copy of the notice of sale must be mailed, on or before the date of first publication or posting, by certified or registered mail, return receipt requested, to the

Owner or his successor in interest at his address, if known, and to the address of the Lot;
and

(ii) A copy of the notice of sale must be served, on or before the date of first publication or posting, in the manner set forth in the Act.

(b) Mail, on or before the date of first publication or posting, a copy of the notice by first-class mail to

(i) Each person entitled to receive a copy of the notice of default and election to sell under the Act;

(ii) The holder of a recorded security interest or the purchaser of the Lot, if either of them has notified the Association, before the mailing of the notice of sale, of the existence of the security interest, lease or contract of sale, as applicable; and

(iii) The Ombudsman.

(c) In addition to the requirements set forth in subsection (a), above, a copy of the notice of sale must be served:

(i) By a person who is 18 years of age or older and who is not a party to or interested in the sale by personally delivering a copy of the notice of sale to an occupant of the Lot who is of suitable age; or

(ii) By posting a copy of the notice of sale in a conspicuous place on the Lot.

(d) Any copy of the notice of sale required to be served pursuant to this section must include:

(i) The amount necessary to satisfy the lien as of the date of the proposed sale; and

(ii) The following warning in 14-point bold type:
WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL (name and telephone number of the contact person for the association). IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT (toll-free telephone number designated by the Division) IMMEDIATELY.

(e) Proof of service of any copy of the notice of sale required to be served pursuant to this section must consist of:

(i) A certificate of mailing which evidences that the notice was mailed through the United States Postal Service; or

(ii) An affidavit of service signed by the person who served the notice stating:

(A) The time of service, manner of service and location of service; and

(B) The name of the person served or, if the notice was not served on a person, a description of the location where the notice was posted on the Lot.

8.9. Limitation on Increases of Assessments.

Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association pursuant to Section 8.5, the Board may not impose a Base Assessment, Neighborhood Assessment, or Benefited Assessment that is more than 20% greater than each of those assessments for the immediately preceding fiscal year nor impose a Special Assessment which in the aggregate exceeds 5% of the budgeted Common Expenses or Neighborhood Expenses, as the case may be, for the current fiscal year, without a Majority vote of a quorum of Owners of the Lots which are subject to the applicable assessment at a meeting of the Association.

For purposes of this Section, "quorum" means the Owners of more than 50% of the Lots which are subject to the applicable assessment. In addition, the term 'Base Assessment' or "Neighborhood Assessment" shall be deemed to include the amount assessed against each Lot plus a pro rata allocation of any amounts the Association received through any subsidy or maintenance agreement, if any, in effect for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation is any one of the following:

- (a) an extraordinary expense required by an order of a court.
- (b) an extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or
- (c) an extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which the Board could not have reasonably foreseen in preparing and distributing the budget pursuant to Section 8.3. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

8.10. Exempt Property.

The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments and Special Assessments:

- (a) all Common Area and such portions of the property Declarant owns which are included in the Area of Common Responsibility pursuant to Section 5.1;
- (b) all property within Anthem owned or maintained by the Council or by another residential association, and any other property not subject to this Declaration;
- (c) any property dedicated to and accepted by any governmental authority or public utility; and
- (d) property any Neighborhood Association owns for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common.

In addition, both Declarant and the Association shall have the right, but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section

501(c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(e).

8.11 Interest on Fines.

(a) Any past due fine may:

- (i) Bear interest at a rate established by the Association, not to exceed the legal rate per annum or the amounts set forth in the Act;
- (ii) Include any Costs of Collecting the past due fine at a rate established by the Association in accordance with the Act; and
- (iii) Include any costs incurred by the Association during a civil action to enforce the payment of the past due fine.

(b) "Costs of Collecting" includes without limitation, any collection fee, filing fee, recording fee, referral fee, fee for postage or delivery, and any other fee or cost that an Association may reasonably charge to the Owner for the collection of a past due fine. The term does not include any costs incurred by the Association during a civil action to enforce the payment of a past due fine;

8.12 Asset Enhancement Fee.

(a) General Rule. In addition to the transfer fee collected by the Association to cover the administrative costs associated with membership transfers, the Association shall collect a full Asset Enhancement Fee upon each transfer of title to a Lot, unless:

- (i) the transfer of title is an exempt transfer as defined in subparagraph (f) below, or
- (ii) the Lot in question is already subject to a New Member Fee, as set forth in subparagraph (g) below.

(b) Obligation to Pay. The Asset Enhancement Fee shall be:

- (i) charged to the grantor of the Lot,
- (ii) payable by the grantor or grantee, as their contract provides, to the Association at the close of escrow for the sale of the Lot, and
- (iii) recoverable by the Association as any other lien for assessments as set forth in Article VIII of the Declaration and Nevada law.

(c) Notice. Each Owner transferring a Lot shall notify the Association's secretary or designee, within three (3) days after an escrow has been opened, that the Lot is scheduled to be sold. Such notice shall include the name of the buyer, the estimated closing date, and any other information the Association may reasonably request.

(d) Calculation of Asset Enhancement Fee. The Asset Enhancement Fee shall equal 1/3 of one percent (1%) of the Gross Selling Price of the Lot, with all improvements, upgrades and premiums included, and shall be due upon the closing of the sale of the Lot. The Gross Selling Price shall be the total cost to the purchaser of the Lot, excluding the real property transfer taxes.

(e) Purpose. The Association shall deposit the Asset Enhancement Fee into the Association's operating account, for the purpose of, among other things, stabilizing assessments, and subsidizing the cost of enhancements and improvements to the Areas of Common Responsibility. By way of example and not limitation, Asset Enhancement Fees may be used to assist the Association in funding operating and maintenance costs for the recreational facilities, Common Area open space preservation and all other funding needs for operating the Association.

(f) Exempt Transfers. Any Owner acquiring title to a Lot on or before April 19, 2004, the Recording date of the Amendment adopting the Asset Enhancement Fee, is exempt from the Asset Enhancement Fee.

Any Owner acquiring title to a Lot after April 19, 2004 is obligated to pay the Asset Enhancement Fee, unless the transfer of title to the Lot is one of the following transactions:

- (i) by or to the Declarant, or its successor in interest;
- (ii) by a builder or developer holding title solely for purposes of development and resale;
- (iii) by a Person who is co-Owner of a Lot to another co-Owner of the Lot;
- (iv) by an Owner of a Lot to the Owner of the Lot and a family member of the Owner;
- (v) to the Owner's Estate, surviving spouse, or heirs at law, upon the death of the Owner;
- (vi) to an entity wholly owned by the Owner or to a family trust created by the Owner for the direct benefit of the Owner and his or her spouse and/or heirs at law;
- (vii) to an institutional lender as security for the performance of an obligation pursuant to a Mortgage;
- (viii) to a non-profit organization, as defined in Section 501(c)(3) of the Internal Revenue Code;

Notwithstanding the foregoing, if an Owner acquires title to a Lot pursuant to one or more of the exempt transfers set forth in paragraph (f) (i) – (viii) above, then that Owner is treated as the former Owner for the purpose of determining when an Owner acquired title. There is no limit to the number of consecutive, exempt transfers which may occur. For example, if Owner A owns a Lot at the time the Amendment is Recorded but conveys title to his Family Trust after the Amendment is Recorded, then the Family Trust will be treated as the Owner of the Lot prior to Recording of the Amendment if and when the Family Trust sells the Lot to a member of the general public.

(g) Relationship to New Member Fee. This Amendment does not alter or amend an Owner's obligation to pay a New Member Fee required by a Supplemental or Additional Declaration Recorded by the Declarant. Provided, however, that if an Owner is obligated to pay a New Member Fee pursuant to a Supplemental or Additional Declaration, then that Owner is only required to pay the portion of the Asset Enhancement Fee that exceeds the amount of the New Member Fee, if any.

2013 Nevada Revised Statutes

Chapter 116 - Common-Interest Ownership (Uniform Act)

NRS 116.31168 - Foreclosure of liens: Requests by interested persons for notice of default and election to sell; right of association to waive default and withdraw notice or proceeding to foreclose.

Universal Citation: NV Rev Stat § 116.31168 (2013)

1. The provisions of NRS 107.090 apply to the foreclosure of an association's lien as if a deed of trust were being foreclosed. The request must identify the lien by stating the names of the unit's owner and the common-interest community.

2. An association may, after recording a notice of default and election to sell, waive the default and withdraw the notice or any proceeding to foreclose. The association is thereupon restored to its former position and has the same rights as though the notice had not been recorded.

(Added to NRS by 1991, 570; A 1993, 2373)

EXHIBIT 9

SCA BYLAWS

BYLAWS section 3(f) was violated by FSR contract term 4.6 permitting to get compensation directly from members such as "Account Set-up Fee" as it permitted FSR to conceal that this foreclosure was not an arms-length transaction.

BYLAWS section 3.15 (f) was violated by the refusal to provide requested minutes.

BYLAWS section 3.15A(A(d)) for failure to hold the required hearing to decide if to foreclose and providing no opportunity for Owner to be present and/or request and open hearing.

BYLAWS section 3.15A(A(e)) for refusal to provide the requested copy of the decision.

BYLAWS section 3.17(i) for initiating foreclosure without complying with CC&Rs 7.4.

BYLAWS section 3.20 for over-delegation/negligent supervision of 3.18 (b) policy authority over collection of assessments.

BYLAWS section 3.21(b) for permitting FSR to keep payments from members "...for services related to change of ownership of a unit"

BYLAWS section 3.21 (f) (v) for stopping the publication of the collection reports as of 3/31/13.

BYLAWS section 3.26(a)(b)(c) for failure to provide proper notice, hearing and appeal. Section (d) (violation log) is the only term which is specifically inapplicable to violations "involving a failure to pay an assessment, for which the Board of Directors has imposed ...any other penalty."

BYLAWS section 4.6 for failure to require two signatures on contracts with debt collectors.

EXHIBIT 9

THIRD
AMENDED AND RESTATED BY-LAWS
OF
SUN CITY ANTHEM
COMMUNITY ASSOCIATION, INC.

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(a) Any director, officer, or manager shall not solicit or accept any form of compensation, gratuity, or other remuneration that:

- (i) Would improperly influence or would appear to a reasonable person to improperly influence the decisions made by those persons; or
- (ii) Would result or would appear to a reasonable person to result in a conflict of interest for those persons.

(b) Notwithstanding the provisions of subsection (a), a member of the Board of Directors, an Officer, a community manager or any person working for a community manager shall not accept, directly or indirectly, any gifts, incentives, gratuities, rewards or other items of value from:

(i) An attorney, law firm or vendor, or any person working directly or indirectly for the attorney, law firm or vendor, which total more than the amount established by the Commission for Common-Interest Communities and Condominium Hotels (the "Commission") by regulation, not to exceed \$100 per year per such attorney, law firm or vendor; or

(ii) The Declarant, an affiliate of the Declarant or any person responsible for the construction of the Association which total more than the amount established by the Commission by regulation, not to exceed \$100 per year per such Declarant, affiliate or person.

(c) An attorney, law firm or vendor, or any person working directly or indirectly for the attorney, law firm or vendor, shall not provide, directly or indirectly, any gifts, incentives, gratuities, rewards or other items of value to a member of the Board of Directors, an Officer, the community manager or any person working for the community manager which total more than the amount established by the Commission by regulation, not to exceed \$100 per year per such Board member, Officer, community manager or person.

(d) The Declarant, an affiliate of the Declarant or any person responsible for the construction of the Association shall not provide, directly or indirectly, any gifts, incentives, gratuities, rewards or other items of value to a member of the Board of Directors, an Officer, the community manager or any person working for the community manager which total more than the amount established by the Commission by regulation, not to exceed \$100 per year per such Board member, Officer, community manager or person.

(e) In addition to the limitations set forth in subsection (a), a community manager shall not solicit or accept any form of compensation, fee or other remuneration that is based, in whole or in part, on:

(i) The number or amount of fines imposed against or collected from an Owner or tenants or guests of the Owners for violations of the Governing Documents of the Association; or

(ii) Any percentage or proportion of those fines.

(f) The provisions of this Section 3.13 do not prohibit a community manager from being paid compensation, a fee or other remuneration under the terms of a contract between the community manager and the Association if:

(i) The scope of the respective rights, duties and obligations of the parties under the contract comply with the standards of practice for community managers adopted by the Commission pursuant to NRS 116A.400;

(ii) The compensation, fee or other remuneration is being paid to the community manager for providing management of the Association; and

- (iii) The compensation, fee or other remuneration is not structured in a way that would violate the provisions of subsection (a) or (e).

(g) Except as otherwise provided in this Section 3.13, a director or officer of the Association shall not:

- (i) On or after October 1, 2003, enter into a contract or renew a contract with the Association to provide goods or services to the Association or;
- (ii) Otherwise accept any commission, personal profit or compensation of any kind from the Association for providing goods or services to the Association.

(h) The provisions of this Section 3.13 do not prohibit the Declarant, an affiliate of the Declarant or an officer, employee or agent of the Declarant from:

- (i) Receiving any commission, personal profit or compensation from the Association, the Declarant or an affiliate of the Declarant for any goods or services furnished to the Association;
- (ii) Entering into contracts with the Association the Declarant or affiliate of the Declarant; or
- (iii) Serving as a member of the Board of Directors or as an officer of the Association.

3.14. Conduct of Board Meetings. The President shall preside over all Board meetings, or the Vice President in the President's absence and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15. Open Board Meetings. Subject to the provisions of Section 3.16, all Board meetings shall be open to all Members. Members other than directors may participate in any discussion or deliberation except those taking place in executive session; provided, the President may place reasonable limitations on the time any such individual may speak on any matter.

Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude Persons other than directors, to (a) consult with an attorney for the Association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) discuss matters relating to personnel; or (c) discuss a violation of the Governing Documents alleged to have been committed by an Owner. Any matter discussed in executive session must be generally noted in the Board meeting minutes. Further, the Board shall maintain detailed minutes of any matter discussed regarding an Owner's alleged violation of the Governing Documents and, upon request, provide a copy of those minutes to said Owner (or his or her designated representative).

3.15A Executive Session.

(a) Except as otherwise provided in this section, an Owner may attend any meeting of the Members or of the Board of Directors and speak at any such meeting. The Board of Directors may establish reasonable time limitations on the time an Owner may speak at such a meeting.

(b) The Board of Directors may not meet in executive session to enter into, renew, modify, terminate, or take any other action regarding a contract, unless it is a contract between the Association and an attorney.

(c) The Board of Directors may meet in executive session only to:

(i) Consult with the attorney for the Association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in NRS 49.035 to 49.115, inclusive, or entering into, renewing, modifying, terminating or taking any other action regarding a contract between the Association and an attorney;

(ii) Discuss the character, alleged misconduct, professional competence or physical or mental health of a community manager or an employee of the Association;

(iii) Discuss a violation of the Governing Documents including, without limitation, the failure to pay an assessment; or

(iv) Discuss the alleged failure of an Owner to adhere to a schedule required by the Association for completion of the design of an Improvement or modification, or the commencement and completion of construction, or the issuance of a permit necessary for the occupancy or use, of such Improvement or modification, if such alleged failure may subject the Owner to a construction penalty as provided in the Declaration.

(d) The Board of Directors shall meet in executive session to hold a hearing on an alleged violation of the Governing Documents unless the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the Board of Directors. If the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted, the person:

(i) Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidences and the testimony of witnesses; and

(ii) Is not entitled to attend the deliberations of the Board of Directors.

(e) Except as otherwise provided in this section, any matter discussed by the Board of Directors when it meets in executive session must be generally noted in the minutes of the meeting of the Board of Directors. The Board of Directors shall maintain minutes of any decision concerning an alleged violation and, upon request, provide a copy of the decision to the person who is subject to being sanctioned at the hearing or to his designated representative.

(f) Except as otherwise provided above, an Owner is not entitled to attend or speak at a meeting of the Board of Directors held in executive session.

3.16. Action Without a Formal Board Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote. Written consent or consents shall be filed with the minutes of the Board's proceedings. A notice of the Board's action shall be posted in a prominent place within the Properties within three business days after all written consents to an action have been obtained. Failure to give notice shall not render the action taken invalid.

moisture intrusion. The Association understands and agrees that absent this specific indemnity, the Agent would not enter into this Agreement or undertake any actions to assist the Association.

4.4 Deposit of Association Funds. Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution approved by the Board. Such deposits shall be insured in accordance with NRS 116.311395 (2). The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

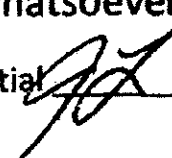
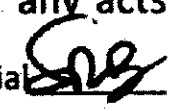
4.5 Reserve Accounts. All reserve funds of the Association shall be segregated and held in designated reserve accounts in a bank or other financial institution in accordance with NRS 116.31195 (1). No fewer than two Board member signatures shall be required to authorize disbursement of funds from the reserve accounts. Access to such account information shall be provided to Agent in order that Agent may perform its financial accounting and reporting responsibilities to the Association.

4.6 Payment of expenses. Agent shall direct the payment of all expenses of operation and management of the Association from the Association's funds held in account by Agent. In the event that Agent pays with its funds any costs, expenses or fees in connection with the operation and management of the Association, including, but not limited to, payroll for on-site personnel, such amounts owed to Agent or due to be reimbursed to Agent shall be paid from an Association operating account at any time without prior approval of the Board.

Furthermore, in consideration for the services provided by the Agent directly to a member of the Association, the Association hereby assigns any right, title and interest it may have to the fees listed on Attachment B charged to the member by the Association, such as the homeowner "Account Set Up Fee", and any other fees, charges and costs of the Agent, for services related to the change in ownership of a unit within the Association or otherwise, to the Agent, and authorizes the Agent to receive said fees, charges and costs directly from the escrow company, banking institution, trustee company, law firm, new or former owner, or other appropriate party that collects, distributes and/or pays the fees, charges and costs.

4.7 Designation of one Board member to deal with Agent. The Association's President is the only person authorized to interact with Agent on any matter relating to the management of the Association, except that the Association's Treasurer is authorized to provide direction to Agent's CFO related to the implementation of board policies and approved standards of financial reporting. Agent shall not accept direction or instructions with regard to the management of the Association from anyone else, except that the Vice President may interact with Agent should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

4.8 Agent assumes no liability. Agent assumes no liability whatsoever for any acts

Initial  Initial 

ATTACHMENT B
Listing of Charges
Page 1 of 1

Specific Homeowner Fees:

<u>\$ 225.00</u>	<u>Homeowner Set Up Fee</u> on a transaction
<u>\$ 10.00</u>	<u>Homeowner Review at Management Offices</u> of Association documents and/or copies of Association documents - per hour
<u>\$ 30.00</u>	<u>Returned Check Processing Fee</u> (apart from the bank depository charges for an NSF check)
<u>\$ 5.00</u>	<u>Late Charge Processing Fee</u> per charge
<u>\$ 150.00</u>	<u>Standard Demand Statement</u> (Rush \$185, Paper Request \$175)
<u>\$ 100.00</u>	<u>Standard Lender Questionnaire</u> (Rush \$150, Next Day \$200, Paper Request \$110)
<u>\$ 300.00</u>	<u>Custom Lender Questionnaire</u>
<u>\$ 160.00</u>	<u>Standard Resale Package</u> +.25 for first ten pages, .10 per page thereafter (Rush \$237.50 +.25 for first ten pages, .10 per page thereafter, Paper Request \$160 +.25 for first ten pages, .10 per page thereafter)
<u>\$ 200.00</u>	<u>Collections Account Set Up Fee</u>
<u>\$ 50.00</u>	<u>SB 280 Collection Letters</u>
<u>\$ 30.00</u>	<u>SB 280 Payment Plans</u>
<u>\$ 25.00</u>	<u>SB 280 Breach Letter</u>

Initial  Initial 

- (iii) The compensation, fee or other remuneration is not structured in a way that would violate the provisions of subsection (a) or (e).

(g) Except as otherwise provided in this Section 3.13, a director or officer of the Association shall not:

- (i) On or after October 1, 2003, enter into a contract or renew a contract with the Association to provide goods or services to the Association or;
- (ii) Otherwise accept any commission, personal profit or compensation of any kind from the Association for providing goods or services to the Association.

(h) The provisions of this Section 3.13 do not prohibit the Declarant, an affiliate of the Declarant or an officer, employee or agent of the Declarant from:

- (i) Receiving any commission, personal profit or compensation from the Association, the Declarant or an affiliate of the Declarant for any goods or services furnished to the Association;
- (ii) Entering into contracts with the Association the Declarant or affiliate of the Declarant; or
- (iii) Serving as a member of the Board of Directors or as an officer of the Association.

3.14. Conduct of Board Meetings. The President shall preside over all Board meetings, or the Vice President in the President's absence and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15. Open Board Meetings. Subject to the provisions of Section 3.16, all Board meetings shall be open to all Members. Members other than directors may participate in any discussion or deliberation except those taking place in executive session; provided, the President may place reasonable limitations on the time any such individual may speak on any matter.

Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude Persons other than directors, to (a) consult with an attorney for the Association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) discuss matters relating to personnel; or (c) discuss a violation of the Governing Documents alleged to have been committed by an Owner. Any matter discussed in executive session must be generally noted in the Board meeting minutes. Further, the Board shall maintain detailed minutes of any matter discussed regarding an Owner's alleged violation of the Governing Documents and, upon request, provide a copy of those minutes to said Owner (or his or her designated representative).

3.15A Executive Session.

(a) Except as otherwise provided in this section, an Owner may attend any meeting of the Members or of the Board of Directors and speak at any such meeting. The Board of Directors may establish reasonable time limitations on the time an Owner may speak at such a meeting.

3.16A Minutes of Board Meetings.

(a) The Secretary or other Officer specified in the By-Laws shall cause minutes to be recorded or otherwise taken at each meeting of the Board of Directors. Not more than 30 days after each such meeting said person shall cause the minutes or a summary of the minutes of the meeting to be made available to the Members or Owners. A copy of the minutes or a summary of the minutes must be provided to any Owner upon request and, if required by the Board of Directors, upon payment to the Association of the cost of providing the copy.

(b) Except as otherwise provided below, the minutes of each meeting of the Board of Directors must include:

(i) The date, time, and place of the meeting;

(ii) Those members of the Board of Directors who were present and those members who were absent at the meeting;

(iii) The substance of all matters proposed, discussed, or decided at the meeting;

(iv) A record of each member's vote on any matter decided by vote at the meeting; and

(v) The substance of remarks made by any Owner who addresses the Board of Directors at the meeting if he requests that the minutes reflect his remarks or, if he has prepared written remarks, a copy of his prepared remarks if he submits a copy for inclusion.

(c) The Board of Directors may establish reasonable limitations on the materials, remarks, or other information to be included in the minutes of its meetings.

(d) The Association shall maintain the minutes of each meeting of the Board of Directors until the Association is terminated.

3.16B Recording. An Owner may record on audiotape or any other means of sound reproduction, a meeting of the Board of Directors, unless the Board of Directors is meeting in executive session, as long as the Owner, before recording the meeting, provides notice of his intent to record the meeting to the members of the Board of Directors and the other individuals who are in attendance.

C. Powers and Duties.

3.17. Powers. The Board shall have all of the powers and duties necessary to administer the Association's affairs and to perform all responsibilities and exercise all the Association's rights as set forth in the Governing Documents, the Act, and as otherwise provided by law. Except for those acts or other powers which are to be done and exercised by the membership, or otherwise limited or prohibited under Nevada law or the Governing Documents, the Board may do or shall cause to be done all acts and things which in their business judgment benefits the Association.

3.18. Duties. The Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses and any Neighborhood Expenses;

- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel and contract with managers as necessary, including affiliates of Declarant, to carry out the Association's rights and responsibilities and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on Association's behalf in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' business judgment, in depositories other than banks;
- (f) making and amending Use Restrictions and Rules in accordance with the Declaration;
- (g) opening of bank accounts on the Association's behalf and designating the signatories required;
- (h) making or contracting to make repairs, additions, and improvements to or alterations of the Area of Common Responsibility in accordance with the Declaration and these By-Laws,
- (i) enforcing the Governing Documents and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned as provided in Section 7.4 of the Declaration;
- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying all taxes and/or assessments which are or could become a lien on the Common Area or a portion thereof;
- (l) paying the cost of all services rendered to the Association;
- (m) keeping books with detailed accounts of the Association's receipts and expenditures;
- (n) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other Association books, records, and financial statements as provided in Section 6.4;
- (o) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; and,
- (p) indemnifying an Association director, officer, or committee member, or former director, officer, or committee member to the extent such indemnity is permitted or required by Nevada law, the Articles, or the Declaration.

3.19. Right of Declarant to Disapprove Actions. The rights set forth in this Section shall continue until expiration of the Declarant Control Period.

(a) Declarant's Right to Disapprove Actions. Declarant voluntarily may relinquish its right to appoint and remove Association officers and directors; provided, in such instance, Declarant shall have the right to disapprove any Association action, policy, or program, the Board and any committee which, in the sole judgment of Declarant, would tend to impair rights of Declarant under the Declaration or these By-Laws, or interfere with the development or construction of any portion of the Properties, or diminish the level of services the Association provides.

(b) Notice. Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Association's Secretary, which notice complies with the requirements for notice of Board meetings set forth in Section 3.10 and which notice shall set forth in reasonable particularity the agenda to be followed at such meeting.

(c) Participation. Declarant shall be given the opportunity at any Association meeting, including Board and committee meetings, to join in or to have its representatives, or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. Declarant, its representatives, or agents may make its concerns, thoughts, and suggestions known to the Board and/or members of the subject committee, either during or outside of the meeting.

(d) Time Period for Consent. Declarant, acting through any officer, or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counterclaim on behalf of any committee, the Board, or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

No action, policy, or program subject to Declarant's right of disapproval shall become effective or be implemented until and unless the requirements of subsections (b) and (c) above have been met and the time period set forth in this subsection (d) has expired.

3.20. Management. The Board may employ a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy making authority or those duties set forth in Sections 3.18(a), 3.18(b), 3.18(e), 3.18(f), 3.18(g) and 3.18(i). Declarant or its affiliate may be employed as managing agent or manager.

The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise:

(a) cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) Association cash accounts shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise, anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) commencing at the end of the quarter in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution).

(g) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial statement.

3.22. Borrowing. The Association shall have the power to borrow money for any legal purpose. The Board shall obtain approval of Members entitled to cast at least a majority of votes at a duly called and held Members meeting at which a quorum is present if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

Portions of the Common Area may be subjected to a security interest by the Association provided that Home Owners entitled to cast at least a majority of the Association's votes, including a majority of the votes of Lots not owned by Home Owners, agree to such action.

Limited Common Area may also be subjected to a security interest provided that all Owners of Lots to which the area is allocated agree to such action. During the Declarant Control period, no Mortgage shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Home Owners representing at least 67% of the total votes attributable to Home Owners in the Association and the approval of the U. S. Department of Housing and Urban Development or the U.S. Department of Veteran Affairs, if either such agency insures or guarantees the Mortgage on any Lot.

3.23. Rights to Contract. The Association shall have the right to contract with any Person for the performance of various duties, functions, and services. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhoods and other owners or residents associations, within and outside the Properties and Anthem; provided, any common management agreement shall require the consent of a majority of the total number of Association directors. The Association shall have the right to terminate contracts entered into during the Declarant Control period as set forth in the Act.

3.24. Board Training. In conjunction with this requirement, prior to serving as a director, each Board member shall certify in writing that he or she has read and understands the Governing Documents and the provisions of the Act. Each director shall attend a Board training seminar within the first six months he or she serves as a director. Such seminar shall educate the directors about their responsibilities and duties and may be live, video or audio tape, or other format. The Board shall offer the seminar at a time reasonably convenient for the subject director.

3.25. Board Standards. In the performance of their duties, Association directors and officers shall act as fiduciaries and are subject to insulation from liability provided for directors and officers of corporations by Nevada laws and Section 116.3103 of the Act, and as otherwise provided in the Governing Documents. Directors are required by Section 116.3103 of the Act to exercise the ordinary and reasonable care of directors of a corporation, subject to the business judgment rule.

As defined herein, a director shall be acting in accordance with the business judgment rule so long as the director: (a) acts within the express or implied terms of the Governing Documents and his or her actions are not *ultra vires*; (b) affirmatively undertakes to make decisions which are necessary for the continued and successful operation of the Association and, when decisions are made, they are made on an informed basis; (c) acts on a disinterested basis, promptly discloses any real or potential conflict of interests (pecuniary or other), and avoids participation in such decisions and actions; and (d) acts in a non-fraudulent manner and without reckless indifference to the affairs of the Association. A director acting in accordance with the business judgment rule shall be protected from personal liability.

Board determinations of the meaning, scope, and application of Governing Document provisions shall be upheld and enforced so long as such determinations are reasonable. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

3.26. Enforcement Procedures.

Prior to exercising certain enforcement rights set forth in Section 7.4 of the Declaration and the Governing Documents, the Association shall comply with the following notice and hearing procedures:

(a) Notice. Prior to imposing any sanction as provided in the Governing Documents which requires notice, the Board or, if so directed by the Board, the Deed Restriction Enforcement Committee, or the management agent, shall serve the alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the Deed Restriction Enforcement Committee within 15 days of delivery of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless the Board or the Deed Restriction Enforcement Committee receives a request for a hearing within such time period. Proof of proper notice shall be placed in the Board's record book. Proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator requests a hearing.

If the Board or the Deed Restriction Enforcement Committee does not receive a timely request for a hearing, the sanction stated in the notice shall be imposed; provided, the Board or the Deed Restriction Enforcement Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured or if a cure is diligently commenced within the 15-day period. Such suspension shall not constitute a waiver of the right to sanction any Person's future violations of the same or other provisions and rules.

(b) Hearing. If the alleged violator requests a hearing within the allotted 15-day period, the hearing shall be held before the Deed Restriction Enforcement Committee, or if it has not been established, before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Deed Restriction Enforcement Committee, the alleged violator shall have the right to appeal the decision to the Board. To perfect this right, the alleged violator must file a written notice of appeal with the management agent, President, or Secretary of the Association within 15 days after the hearing date. The Board may promulgate guidelines with respect to filing such written appeals.

Notwithstanding anything to the contrary in this Section, the Board may elect to enforce the Governing Documents by certain sanctions set forth in Section 7.4 of the Declaration including by suit at law or in equity to enjoin any violation, or to recover monetary damages, or both, without the necessity of compliance with the procedures set forth above. In any such action, to the maximum extent permissible, the Owner or other Person responsible for the violation shall pay all costs, including reasonable attorneys' fees actually incurred.

(d) Violation Log.

(i) The Board of Directors of an Association shall maintain a general record concerning each violation of the Governing Documents, other than a violation involving a failure to pay an assessment, for which the Board of Directors has imposed a fine, a construction penalty or any other sanction. The general record:

- (A) Must contain a general description of the nature of the violation and the type of sanction imposed. If the sanction imposed was a fine or construction penalty, the general record must specify the amount of the fine or construction penalty;
- (B) Must not contain the name or address of the person against whom the sanction was imposed or any other personal information that may be used to identify the person or the location of the Lot, if any, that is associated with the violation; and

- (C) Must be maintained in an organized and convenient filing system or date system that allows an Owner to search and review the general records concerning violations of the Governing Documents.

ARTICLE IV OFFICERS

4.1. Officers. The Association's officers shall be a President, Vice President, Secretary, and Treasurer, each of whom shall be elected from among the Board members. Other officers may, but need not be, Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties the Board prescribes. Any two or more offices may be held by the same individual, except the offices of President and Secretary.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first Board meeting following the election of the Directors and shall serve until their successors are elected.

4.3. Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served. The Board may fill a vacancy arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4.4. Powers and Duties. The officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting. The Secretary shall keep the minutes of all meetings of the Association and the Board and shall have charge of such books and papers as the Board may direct. In the Secretary's absence, the Board may direct any officer to perform all duties incident to the office of Secretary. The Treasurer shall have primary responsibility for preparing the Budget as provided in the Declaration and these By-Laws and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association (other than for the withdrawal of reserve funds) shall be executed by at least two officers or by such other Person or Persons as may be designated by Board resolution. The Board shall require signatures for the withdrawal of reserve funds of either two Board members or a Board member and officer of the Association who is not also a Board member. For purposes of this Section, "reserve funds" means monies the Board has identified in the budget for use to defray the future repair or replacement of, or additions, to those major components which the Association is obligated to maintain.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.13.

3.19. Right of Declarant to Disapprove Actions. The rights set forth in this Section shall continue until expiration of the Declarant Control Period.

(a) Declarant's Right to Disapprove Actions. Declarant voluntarily may relinquish its right to appoint and remove Association officers and directors; provided, in such instance, Declarant shall have the right to disapprove any Association action, policy, or program, the Board and any committee which, in the sole judgment of Declarant, would tend to impair rights of Declarant under the Declaration or these By-Laws, or interfere with the development or construction of any portion of the Properties, or diminish the level of services the Association provides.

(b) Notice. Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Association's Secretary, which notice complies with the requirements for notice of Board meetings set forth in Section 3.10 and which notice shall set forth in reasonable particularity the agenda to be followed at such meeting.

(c) Participation. Declarant shall be given the opportunity at any Association meeting, including Board and committee meetings, to join in or to have its representatives, or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. Declarant, its representatives, or agents may make its concerns, thoughts, and suggestions known to the Board and/or members of the subject committee, either during or outside of the meeting.

(d) Time Period for Consent. Declarant, acting through any officer, or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counterclaim on behalf of any committee, the Board, or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

No action, policy, or program subject to Declarant's right of disapproval shall become effective or be implemented until and unless the requirements of subsections (b) and (c) above have been met and the time period set forth in this subsection (d) has expired.

3.20. Management. The Board may employ a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy making authority or those duties set forth in Sections 3.18(a), 3.18(b), 3.18(e), 3.18(f), 3.18(g) and 3.18(i). Declarant or its affiliate may be employed as managing agent or manager.

The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise:

ARTICLE V COMMITTEES

5.1. General. The Board may establish such committees and charter clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution. Committee members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, any committee member, including the committee chair, may be removed by the vote of a majority of the directors. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. Each committee and charter club shall operate in accordance with the terms of the resolution establishing such committee or charter club.

5.2. Deed Restriction Enforcement Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1, the Board shall appoint a Deed Restriction Enforcement Committee consisting of at least three and no more than seven Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Deed Restriction Enforcement Committee shall be responsible for taking such enforcement actions set forth in the Governing Documents, shall be the hearing tribunal of the Association, and shall conduct hearings held pursuant to Section 3.26.

5.3. Neighborhood Committees. In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or Neighborhood Association may, but is not required to, elect a Neighborhood Committee to determine the nature and extent of services, if any, collectively desired by the Owners to be provided to the Neighborhood by the Association in addition to those provided to all Association Owners. A Neighborhood Committee is an advisory committee only and, unless otherwise expressly provided by the Governing Documents or delegated by the Board, it shall have no authority to govern or administer the affairs of the Neighborhood. The Neighborhood Committee may advise the Board on any issue, but it shall not have the authority to bind the Board.

Upon receipt of a signed petition of 10% or more of a Neighborhood's Owners, the Board shall authorize the establishment of a Neighborhood Committee for that Neighborhood. As determined by the Board, a Neighborhood Committee shall consist of three to five members. The Board shall promulgate procedures for electing committee members and for conducting Neighborhood Committee affairs in general. Neighborhood Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. Members of the Neighborhood Committee shall elect a chairperson who shall preside at its meetings and be responsible for transmitting all communications to the Board.

In conducting its duties and responsibilities, each Neighborhood Committee shall abide by notice and quorum requirements applicable to the Board under Sections 3.10, 3.11, and 3.12. Neighborhood Committee meetings shall be open to all Neighborhood Lot Owners.

ARTICLE VI MISCELLANEOUS

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise established by Board resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (the then current edition) shall govern the conduct of Association proceedings when not in conflict with Nevada law, the Articles of Incorporation, the Declaration, or these By-Laws.

EXHIBIT 10

**RESOLUTION ESTABLISHING THE GOVERNING
DOCUMENT POLICY & PROCESS**

EXHIBIT 10

RESOLUTION ESTABLISHING THE GOVERNING DOCUMENTS
ENFORCEMENT POLICY & PROCESS

Sun City Anthem Community Association, Inc.

Whereas, the Association's affairs shall be governed by a Board of Directors (By-Laws, Article III. Section A, Paragraph 3.1), and

Whereas, the Board may create, modify, and enforce reasonable Rules governing the use of the Properties (CC&Rs, Article III, Section 3.3(a), and

Whereas, the Board has fiduciary duty to the Members to protect and maintain the Properties, and

Whereas, the Board has a duty to fairly enforce the rules of the Association, and

Whereas, the Board desires to clearly describe the process for enforcing the Association's Governing Documents, and

Whereas, the Board desires to clearly describe the consequences for non-compliance with the rules of the Association,

Therefore Be It Resolved, the following Governing Documents Enforcement Policy Process is adopted:

- 1. Notice of Violation: A Notice of Violation or Notice of Alleged Violation will be sent by the Board of Directors (or its managing agent as the Board may direct) via first class mail to the alleged violator/homeowner at the address provided by the homeowner/alleged violator to the Sun City Anthem Community Association, Inc. The letter shall include the following information:**
 - A description of the violation,
 - A specific reference to the provision(s) of the Association's Governing Documents that is alleged to be violated
 - A request that the homeowner respond in writing and comply with the requirement
 - A time limit for compliance. The alleged violator will be given at least seven (7) days to comply with the requirement, and
 - Notice that failure to comply may result in a hearing before the Covenants Committee.

- 2. Notice of Hearing: A Notice of Hearing Letter will be sent by the Board of Directors (or its managing agent) via first class and certified U.S. mail to the alleged violator/homeowner if compliance is not achieved in the required time specified in the Notice of violation. The Notice of Hearing letter shall include the following information:**
 - A description of the violation,

- A specific reference to the provision of the Association's Governing Documents that has been violated,
- A request that the alleged violator comply with the Governing Document provision that is specified within a specified number of days or by a specified date.
- Notification that a fine of \$100.00 per week may be assessed if the violation is not cured, and that other sanctions, as set forth in the' CC&Rs (Article VII, Section 4) may be imposed,
- Notification that in the case of a determination that the conduct is a violation and poses an immediate threat of causing a substantial adverse effect on the health, safety or welfare of the residents of the community there is no statutory limit on the fines.
- Notification that a hearing, at a specific date and time, will be held.
- Notification that the hearing will be held and a decision made whether or not the member attends the hearing.
- The alleged violator (homeowner) has one opportunity to reschedule the hearing by requesting another date in writing in advance of the scheduled date.
- A copy of the Notice of Hearing letter shall be sent to the property address and to the alleged violator/homeowner address of record if the two addresses are different.

The Covenants Committee will serve as the Hearing Panel (By-Laws Article III, Section C, paragraph 3.26) with the administrative assistance of the Managing Agent. The alleged violator will have the right to make a statement to the Hearing Panel, present written testimony, provide documentation, and/or invite a witness to testify on their behalf. The Hearing Panel will make a decision after the alleged violator leaves the hearing.


3. Notice of Fines and/or Sanctions: Notice of Fine or Sanction letter will be sent by the Managing Agent via regular and certified mail within five business days after the hearing if fines or sanctions are imposed and will include the following:
 - The decision of the Hearing Panel,
 - The fines and/or sanctions imposed (if any),
 - Notice that if the violation is not cured prior to the date of the initial fine/sanction posting date, the fine/sanction(s) will begin as directed by the Covenants Committee Hearing Panel.
 - Notice that if the owner/violator does not agree with the Hearing Panel's decision, the owner/violator has fifteen (15) days to submit a written appeal to Board of Directors. All fines and/or sanctions will be temporarily suspended until the appeal is heard.
 - If the appeal is denied, the fines will be reinstated to the date the fines or sanctions were originally to begin. If there is no appeal, the initial fine and any continuing violations fines shall be charged to the homeowner/violator account.

- All costs and fees incurred by the Association to compel compliance will be charged back to the violator.
- For Collection Account Hearings the Notice of Hearing and the Sanction to be imposed for accounts at collection are both noticed in the one letter:

All appeals are reviewed in Executive Session before at least a quorum of the Board of Directors unless the violator requests the hearing be held in public. The homeowner/violator will have the right to make a statement to the Board of Directors. The decision by the Board of Directors will be made after the homeowner/violator leaves the Appeal Hearing. If the appeal was made directly to the Community Association and not via the collection agency then the Association shall send an Appeal Hearing Determination Letter within five (5) business days after the Appeal Hearing. The decision of the Board of Directors is final.

4. Health, Safety, and Welfare Violations: If it is determined that a violation poses an imminent threat which would cause a substantial adverse effect on the health, safety, or welfare of the owners and occupants of the Association, then the Board of Directors, at its sole discretion, may set aside the timeline described in Items 1-4 above. The Board of Directors shall undertake any and all actions necessary to compel compliance including liens, foreclosures, or enforcement by declaratory and injunctive relief. All costs and fees incurred by the Association will be charged back to the member.
5. Once a total of \$500.00 in fines has been assessed for any violation, the matter may be processed for collection and a lien may be filed on the property.

Adopted the 17th day of November 2011 at a duly constituted meeting of the Board of Directors of the Sun City Anthem Community Association, Inc.


James J. Long, President

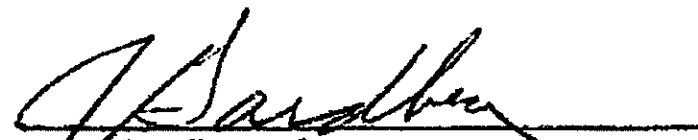
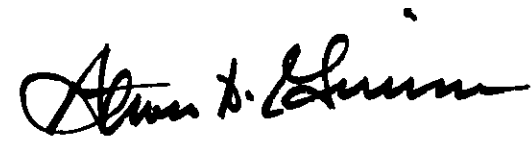

Jerry Gardberg, Secretary

EXHIBIT 11



CLERK OF THE COURT

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

6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

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

10 **Plaintiffs,**

11 vs.

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

14 **Defendants.**

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

18 **Counter-Claimant,**

19 vs.

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

22 **Counter- Defendants.**
23
24

Case No.: A-15-720032-C

Dept. No.: XXXI

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

1 **ANSWER**

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

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

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

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

14 **AFFIRMATIVE DEFENSES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 *Id.*

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

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

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

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

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

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

11 **TWELFTH AFFIRMATIVE DEFENSE**
(Property Clause)

12 The HOA sale is void or does not operate to deprive Defendant of equitable title or any
13 other property rights pursuant to the Property Clause of the United States Constitution.
14

15 **THIRTEENTH AFFIRMATIVE DEFENSE**
(Unjust Enrichment)

16 Defendant alleges that the Plaintiffs' adverse possession of the Subject Property and any
17 and all rents they have collected since the date they acquired possession of the Subject Property,
18 have unjustly enriched Plaintiffs.
19

20 **FOURTEENTH AFFIRMATIVE DEFENSE**
(Failure to Mitigate Damages)

21 Defendant alleges that the Plaintiffs' claims are barred in whole or in part because of the
22 Plaintiffs' failure to take reasonable steps to mitigate the damage in this case.
23

24 ///

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

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

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

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

15 **COUNTERCLAIM**

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

20 **I.**

21 **PARTIES, JURISDICTION, AND VENUE**

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

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

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

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

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

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

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

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

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III.

GENERAL ALLEGATIONS

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

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

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

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

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

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

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

1 \$63,100.00.

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

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

8 **FIRST CAUSE OF ACTION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 ///

1 SECOND CAUSE OF ACTION:
2 FRAUDULENT RE-CONVEYANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 **THIRD CAUSE OF ACTION:**

7 **UNJUST ENRICHMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 **FOURTH CAUSE OF ACTION:**

18 **CIVIL CONSPIRACY**

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

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

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

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

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

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

1 2d 661

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

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

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

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

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

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

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

12 **FIFTH CAUSE OF ACTION:**

13 **PRELIMINARY AND PERMANENT INJUNCTIONS**

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

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

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

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

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

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

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

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

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

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

1 **Misrepresentations to the Court**

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

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

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

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

17 **PRAYER**

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

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

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

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

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

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

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

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

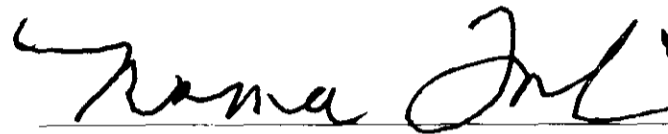
17 h. For a declaration and determination that the Stokes' manner for taking title in
18 their own names while simultaneously claiming Jimijack is the real party in
19 interest, and implying that their ownership is "Irrevocable" is, at a minimum,
20 duplicitous and renders their title claims null and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

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

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

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

6 Dated this 31st day of January, 2017.

7 

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

6/8/15 FRAUDULENT QUIT CLAIM DEED

FROM

F. BONDURANT, LLC (in default)

TO

JOEL A. & SANDRA STOKES

AS TRUSTEES OF

JIMIACK IRREVOCABLE TRUST (undated)

EXHIBIT 1

Inst #: 20150609-0001545

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

RPTT: \$1277.00 Ex: #

08/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

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

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

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

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

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

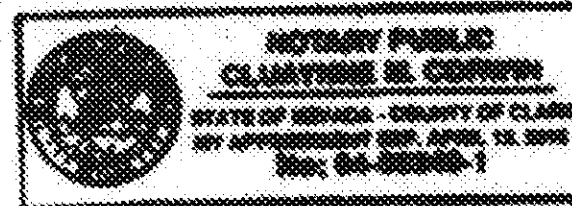
Signed, sealed and delivered in presence of:

yeun Lee
Grantor
yeun Lee Manager

State of Nevada }
County of Clark } ss

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

WITNESS my hand and official seal.



Signature: Christy M. Corwin

No 04-08240-1
April 12, 2016

**STATE OF NEVADA
DECLARATION OF VALUE**

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2

RESIDENT TRANSACTION REPORT

JIMI JACK BECOMES

RESIDENT 048002 ON 9/25/14

REPLACING GORDON HANSEN

RESIDENT 048001

WHOSE ACCOUNT WAS CLOSED ON 9/25/14

EXHIBIT 2

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

Building: 0002 SCA Big Sky
 2460 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 02	Jimjack in Tr 2763 White Sage Dr Henderson, NV 89052				5 Summit Walk Trail Henderson, NV 89052			
Current Credit History Code:			RM	Effective Date: 02/05/2016				
							Beg Bal	00.00
		Charge	08/25/2014	ASFR	Account Setup Fee Resal		225.00	225.00
		Charge	08/25/2014	FINE	8/29 - 9/23/14 FINES		100.00	325.00
		Charge	10/01/2014	SQA	Sun City Anthem QT Assm		275.00	600.00
		Pay	10/21/2014		Lockbox Payment	02235	-275.00	325.00
		Credit	11/05/2014	FINE	posted in error		-100.00	225.00
		Pay	11/24/2014		Lockbox Payment	02245	-225.00	00.00
		Charge	01/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	01/26/2015		Lockbox Payment	02280	-275.00	00.00
		Charge	04/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/20/2015		Lockbox Payment	02287	-275.00	00.00
		Charge	07/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	07/30/2015	LF	Late Fees		25.00	300.00
		Charge	09/03/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	09/22/2015		Lockbox Payment	00137	-350.00	00.00
		Charge	10/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	10/30/2015	LF	Late Fees		25.00	300.00
		Charge	12/02/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	12/10/2015		Receipt Processing	119	-350.00	00.00
		Charge	01/01/2016	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	01/30/2016	LF	Late Fees		25.00	300.00
		Pay	02/24/2016		Lockbox Payment	00172	-300.00	00.00
							Res Balance	00.00

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

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2864 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
	Charge		12/31/2013	LF	Late Fees		25.00	1,793.81
	Credit		12/31/2013	LF	Reverse LF		-25.00	1,768.81
	Charge		01/01/2014	SQA	Sun City Anthem QT Assem		275.00	2,043.81
	Charge		01/30/2014	LF	Late Fees		25.00	2,068.81
	Charge		03/30/2014	INT	Interest		07.15	2,075.96
	Charge		04/01/2014	SQA	Sun City Anthem QT Assem		275.00	2,350.96
	Charge		04/30/2014	LF	Late Fees		25.00	2,375.96
	Charge		05/30/2014	INT	Interest		08.36	2,384.32
	Charge		06/30/2014	INT	Interest		08.36	2,392.68
	Charge		07/01/2014	SQA	Sun City Anthem QT Assem		275.00	2,667.68
	Charge		07/30/2014	LF	Late Fees		25.00	2,692.68
	Charge		08/27/2014	INT	RRFS INT 7/14		08.36	2,701.04
	Pay		08/27/2014		Collection Payment PIF	082114	-2,701.04	00.00
	Charge		08/29/2014	FINE	Landscape Maint.		25.00	25.00
	Charge		08/30/2014	INT	Interest		08.57	34.57
	Credit		08/30/2014	INT	REV 08/14 INT		-08.57	26.00
	Charge		08/05/2014	FINE	Landscape Maint		25.00	50.00
	Charge		09/12/2014	FINE	Landscape Maint		25.00	75.00
	Charge		09/23/2014	FINE	Landscape Maint. 9.19 1		25.00	100.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	75.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	50.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	25.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	00.00
							Res Balance	00.00

EXHIBIT 3

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

EXHIBIT 3



HOA LIEN FORECLOSURES AND THE MLS

By: David B. Sanders Esq.
GLVAR General Counsel

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

Background

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

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

Questions Remain

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

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

FHFA and Federal Preemption



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

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

Lender Response

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

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

The Nevada Legislature

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

Title Industry

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

There is a Solution

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

MLS Position

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



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EXHIBIT 4

MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

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

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

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

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

EXHIBIT 4

PROPERTY VALUE INFORMATION

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

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

Property Archive Information

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

GLVAR	Single Family Residential		Ownership		06/10/2016 11:30 AM									
ML#	1548524	Offc	URBN	PubID	220273	Status	C	Area	606	L/Price	\$437,900			
Address	2763 /WHITE SAGE /Drive		Unit	StatusUpdate				LP/SqFt	\$199					
Building #	Bldr/Manf		Model	CondoCnv				Zip	89052					
County	CLARK	Parcel#	191-13-811-052	Zoning	SINGLE		Studio	YrBuilt	2004/RE					
Cmnty	NONE		Subdiv	SUN CITY ANTHEM UNIT #19 PHASE		City/Town	Henderson	State	NV					
Assoc/Comm Feat Desc			Age Restricted, CC&RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No				AgeRestrict	Y						
Elem K-2	WOLF	Elem 3-5	WOLF	YrRound	N	Junior	DELW	Highsch	LIBR	Subdiv#	CensTrct	57.14	MetroMap	95-F6

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

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

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

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

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

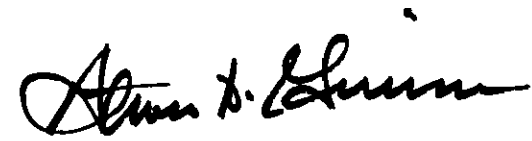
VOW/FINANCIAL/LISTING OFFICE INFORMATION				Internet	Y	Public Address	Y	AVM	Y	Commentary	Y
Assoc Fee	Y	Assoc Name	Sun City Anthem	Assoc Ph	702-614-4800	Mast Plan Fee	\$0	Assessment	Arnt		
Assoc Fee 1	\$275/Q	Assoc Fee 2		Assessmt	N	SID/LID?	N	SID/LID		SID/LID Ann	
Assoc Fee Includes	MGMT, REC, RESERV										
Earn Dep	\$5	Ann Tax	\$3,363	Court App	Y	Short Sale	N	Foreclo	N	Repo/REO	N
Finance Consid	CASH, CONV		FIRPTA?	N	NOD	Rent		T Status	Date	Poss	COE
Lockbox	M	Lockbox Location	Front Door	TempOffMktStatus		PhotExcl		LeaseEnd			
L/Agent	Robert Goldsmith		L/APH	702-308-5294	REALTOR	Y	CoOp	3.000%	Flat Fee		
Office	Urban Nest Realty		OffcPh	702-853-2444	Bonus	SO	Vr	N	Ex	N	
Off Add	10220 W Charleston Blvd #3, Las Vegas 89135		BrokerName	David Tina			VTour	Y	OwnLic	N	
Agt Fax #	702-617-4901	Email	robsellshomes@aol.com	Power	ON	AuctTyp		ListDt	06/16/2015		
Resident	Vacant	ResPh	702-308-5294	WD		AuctDt		ExpDt			
Showing	KEYANY	GateCode		OrigListPrice	\$569,900			Act DOM	129		
ContDesc	FINANCING	ComboLB	#*081	GateCode2							

Energy-Efficient/GREEN Information:
Green Building Certification No

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

Presented by: Office Name BHHS Nevada Properties Agent Craig Lekdy

EXHIBIT 12



CLERK OF THE COURT

1 **CRCM**

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

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

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

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

10 Plaintiffs,

11 vs.

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

14 Defendants.

15 _____
16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 vs.

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

23 Counter-Defendants
24

Case No.: A-15-720032-C

Dept. No.: XXXI

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

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

4 Cross-Claimant,

5 vs.

6 OPPORTUNITY HOMES, LLC, THOMAS
7 LUCAS, Manager

8 Cross-Defendant.

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

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

15 **I.**

16 **PARTIES, JURISDICTION, AND VENUE**

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

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

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

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

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

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

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

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

18 **FIRST CAUSE OF ACTION:**

19 **QUIET TITLE AND EQUITABLE RELIEF**

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

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

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

1 the false recitals claiming that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **SECOND CAUSE OF ACTION:**

6 **BREACH OF BHHS CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 *1. there had been a foreclosure sale by Red Rock for delinquent HOA
14 dues at some unspecified time*

15 *2. the new owner was a friend of yours and an agent in your Berkshire
Hathaway office*

16 *3. the purchase price had been \$63,000*

17 *4. the trust no longer had any responsibilities or concerns about the
18 property as all the headaches now belonged to the new owner*

19 *5. you would no longer be working with me/the Trust; you would be
20 working with the new owner to negotiate whatever needed to be resolved
with the bank, the HOA etc.”*

21 59. That email exchanges between TOBIN and LEIDY from July 24, 2014 through October
22 15, 2014, incorporate allegations that a) LUCAS as a BHHS Realtor had actual or constructive
23 knowledge that the beneficiary on the deed of trust refused to close multiple escrows, and b) that
24

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

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

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

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

13 **THIRD CAUSE OF ACTION:**

14 **EQUITABLE RELIEF**

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

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

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

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

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

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

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

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

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

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

15 **FOURTH CAUSE OF ACTION:**

16 **CIVIL CONSPIRACY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

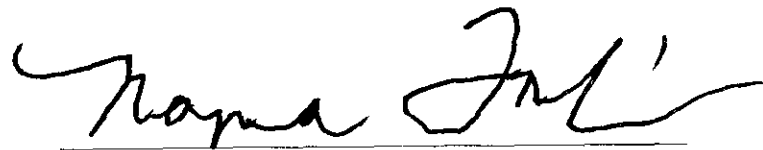
16
17 **PRAYER**

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

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

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

16 Dated this 27th day of January, 2017.

17 

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

EXHIBIT 1

8/22/14 FORECLOSURE DEED

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

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

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

EXHIBIT 1

EXHIBIT 8

EXHIBIT 8

MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

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

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

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

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

EXHIBIT 8

3-1

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

APN # 191-13-811-052

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

FORECLOSURE DEED

The undersigned declares:


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

AGENT STATES THAT:

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

10 F

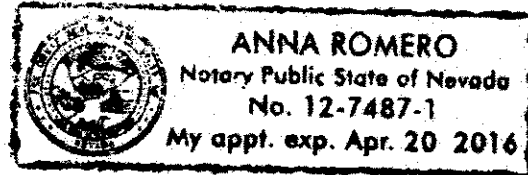
Dated: August 18, 2014



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

STATE OF NEVADA)
COUNTY OF CLARK)

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

WITNESS my hand and official seal.




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

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

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

2. Type of Property:

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

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

3. Total Value/Sales Price of Property:

\$ 63,000.⁰⁰
 Deed in Lieu of Foreclosure Only (value of property) \$ _____
 Transfer Tax Value: \$ 353,529.⁰⁰
 Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 $\sqrt{}$

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: _____ %

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

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

Signature *[Signature]* Capacity AGENT
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)
 Print Name: Red Rock Financial Services
 Address: 4775 West Teco Ave #140
 City: Las Vegas
 State: NV Zip: 89118

(REQUIRED)
 Print Name: Opportunity Homes, LLC
 Address: 2657 Windmill Parkway, #145
 City: Henderson
 State: NV Zip: 89074

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)
 Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

EXHIBIT 2

6/4/15 FRAUDULENT QUIT CLAIM DEED

FROM

OPPORTUNITY HOMES, LLC,

By THOMAS LUCAS, MGR.

TO

F. BONDURANT, LLC

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

EXHIBIT 2

Inet #: 20150609-0001537

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

RPTT: \$1377.00 Ex: #

06/09/2015 12:58:36 PM

Receipt #: 2452509

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: F. Bondurant, LLC.

Address: 10781 West Twain Avenue

City/State/Zip: Las Vegas, NV 89135

(3)

QUITCLAIM DEED

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

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

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

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

10J

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

Signed, sealed and delivered in presence of:

Thomas Lucas
Grantor

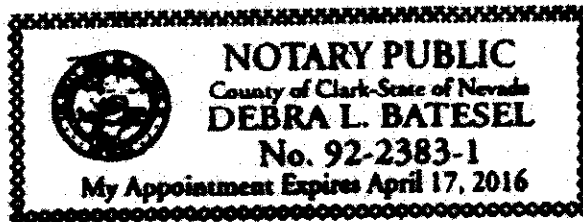
Thomas Lucas, Manager
Opportunity Homes LLC

State of Nevada)
) ss
County of Clark

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

WITNESS my hand and official seal.

Signature: Debra L. Batesel



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

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

2. Type of Property

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

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

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

\$ 270,000 -

b) Deed in Lieu of Foreclosure Only (value of

(\$ _____)

c) Transfer Tax Value:

\$ _____

d) Real Property Transfer Tax Due

\$ 1377.00

4. **If Exemption Claimed:**

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

b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: [Signature]

Capacity: Grantor

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Opportunity Homes, LLC

Print Name: F. Bondurant, LLC

Address: 2657 Windmill pkwy.

Address: 10781 W. Twain

City: Henderson

City: Las Vegas

State: NV Zip: 89074

State: NV Zip: 89135

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

Print Name: Robert (Goy) Smith

File Number: _____

Address: 446 Beautiful

City: Las Vegas

State: Nevada Zip: 89138

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

EXHIBIT 3

6/8/15 FRAUDULENT QUIT CLAIM DEED

EXECUTED BY YUEN K. LEE

TO

JOEL A. & SANDRA STOKES

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

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

EXHIBIT 3

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

(3)

Inet #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

QUITCLAIM DEED

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

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

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

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

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

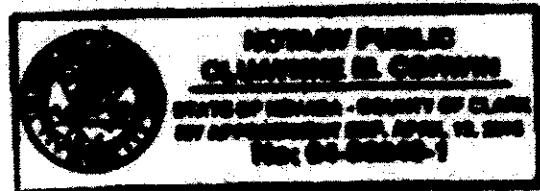
Signed, sealed and delivered in presence of:

yeun Lee
Grantor
yeun Lee manager

State of Nevada)
County of Clark) ss

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

WITNESS my hand and official seal.



Signature: Clayton M. Cowan

No 04-08240-1
April 12, 2016

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

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

2. Type of Property:

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

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

3.a. Total Value/Sales Price of Property

\$ 270,000

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

c. Transfer Tax Value: \$ _____

d. Real Property Transfer Tax Due \$ 1377.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature [Handwritten Signature] Capacity: Manager

Signature _____ Capacity: _____

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

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

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

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

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

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

Escrow # _____
State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 4

RESIDENT TRANSACTION REPORT

DOES NOT SHOW OPPORTUNITY HOMES OR F.

BONDURANT WERE OWNERS WHO PAID FEES

JIMI JACK BECAME

RESIDENT 048002 ON 9/25/14

REPLACING GORDON HANSEN

RESIDENT 048001

WHOSE ACCOUNT WAS CLOSED ON 9/25/14

EXHIBIT 4

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

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

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

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

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Unit Address	Date	Code	Charge Code	Description	Amount	Balance
0480 01	Gordon B Hansen	2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052		
	Current Credit History Code:		CL			Effective Date: 09/30/2014		
	Charge		12/31/2013	LF		Late Fees	25.00	1,793.81
	Credit		12/31/2013	LF		Reverse LF	-25.00	1,768.81
	Charge		01/01/2014	SQA		Sun City Anthem QT Assm	275.00	2,043.81
	Charge		01/30/2014	LF		Late Fees	25.00	2,088.81
	Charge		03/30/2014	INT		Interest	07.15	2,075.96
	Charge		04/01/2014	SQA		Sun City Anthem QT Assm	275.00	2,350.96
	Charge		04/30/2014	LF		Late Fees	25.00	2,375.96
	Charge		05/30/2014	INT		Interest	08.36	2,384.32
	Charge		06/30/2014	INT		Interest	08.36	2,392.68
	Charge		07/01/2014	SQA		Sun City Anthem QT Assm	275.00	2,667.68
	Charge		07/30/2014	LF		Late Fees	25.00	2,692.68
	Charge		08/27/2014	INT		RRFS INT 7/14	08.36	2,701.04
	Pay		08/27/2014			Collection Payment PIF 062114	-2,701.04	00.00
	Charge		08/29/2014	FINE		Landscape Maint.	25.00	25.00
	Charge		08/30/2014	INT		Interest	09.57	34.57
	Credit		08/30/2014	INT		REV 08/14 INT	-09.57	25.00
	Charge		09/05/2014	FINE		Landscape Maint	25.00	50.00
	Charge		09/12/2014	FINE		Landscape Maint	25.00	75.00
	Charge		09/23/2014	FINE		Landscape Maint. 9.19.1	25.00	100.00
	Credit		09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI	-25.00	75.00
	Credit		09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI	-25.00	50.00
	Credit		09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI	-25.00	25.00
	Credit		09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI	-25.00	00.00
						Res Balance		00.00

EXHIBIT 5

THOMAS LUCAS' IDENTIFICATION

AS A BHHS AGENT

AND

OPPORTUNITY HOMES, LLC

COMMERCIAL REGISTRATION

IDENTIFYING LUCAS AS MANAGER

AND NONCOMMERCIAL AGENT

AND LACKING A PHYSICAL ADDRESS FOR

PROCESS OF SERVICE

EXHIBIT 5



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

Lookup Detail View

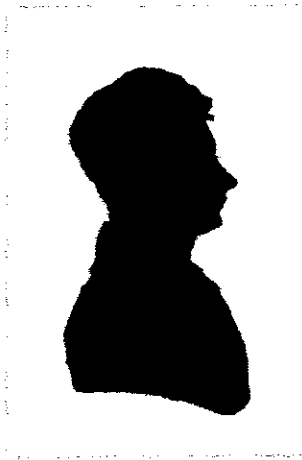
Name
THOMAS LUCAS

Registration Information

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

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

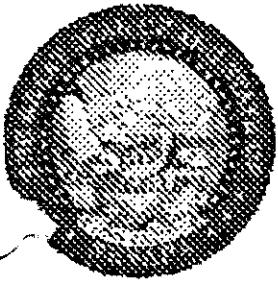
Full



Thomas Lucas

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

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



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



050104

Articles of Organization Limited-Liability Company

(PURSUANT TO NRS CHAPTER 86)

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20140207038-37 <hr/> Filing Date and Time 03/21/2014 12:44 PM <hr/> Entity Number E0150942014-3
--	---

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: <small>(must contain approved limited-liability company wording; see instructions)</small>	OPPORTUNITY HOMES LLC	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Check box if a Series Limited-Liability Company</td> <td style="border: none;">Check box if a Restricted Limited-Liability Company</td> </tr> <tr> <td style="border: none; text-align: center;"><input checked="" type="checkbox"/></td> <td style="border: none; text-align: center;"><input type="checkbox"/></td> </tr> </table>	Check box if a Series Limited-Liability Company	Check box if a Restricted Limited-Liability Company	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																		
Check box if a Series Limited-Liability Company	Check box if a Restricted Limited-Liability Company																																																							
<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																							
2. Registered Agent for Service of Process: <small>(check only one box)</small>	<table style="width: 100%; border: none;"> <tr> <td style="border: none;"><input type="checkbox"/> Commercial Registered Agent:</td> <td style="border: none;">Name</td> </tr> <tr> <td style="border: none;"><input checked="" type="checkbox"/> Noncommercial Registered Agent</td> <td style="border: none;">(name and address below)</td> </tr> <tr> <td style="border: none; text-align: center;">OR</td> <td style="border: none;"><input type="checkbox"/> Office or Position with Entity</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">(name and address below)</td> </tr> </table> <p>THOMAS LUCAS <small>Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity</small></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">2657 WINDMILL PARKWAY SUITE 145</td> <td style="width: 20%; border: none;">HENDERSON</td> <td style="width: 10%; border: none;">Nevada</td> <td style="width: 15%; border: none;">89074</td> </tr> <tr> <td style="border: none;"><small>Street Address</small></td> <td style="border: none;"><small>City</small></td> <td style="border: none;"><small>State</small></td> <td style="border: none;"><small>Zip Code</small></td> </tr> <tr> <td style="border: none;">2657 WINDMILL PARKWAY SUITE 145</td> <td style="border: none;">HENDERSON</td> <td style="border: none;">Nevada</td> <td style="border: none;">89074</td> </tr> <tr> <td style="border: none;"><small>Mailing Address (if different from street address)</small></td> <td style="border: none;"><small>City</small></td> <td style="border: none;"><small>State</small></td> <td style="border: none;"><small>Zip Code</small></td> </tr> </table>		<input type="checkbox"/> Commercial Registered Agent:	Name	<input checked="" type="checkbox"/> Noncommercial Registered Agent	(name and address below)	OR	<input type="checkbox"/> Office or Position with Entity		(name and address below)	2657 WINDMILL PARKWAY SUITE 145	HENDERSON	Nevada	89074	<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>	2657 WINDMILL PARKWAY SUITE 145	HENDERSON	Nevada	89074	<small>Mailing Address (if different from street address)</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>																														
<input type="checkbox"/> Commercial Registered Agent:	Name																																																							
<input checked="" type="checkbox"/> Noncommercial Registered Agent	(name and address below)																																																							
OR	<input type="checkbox"/> Office or Position with Entity																																																							
	(name and address below)																																																							
2657 WINDMILL PARKWAY SUITE 145	HENDERSON	Nevada	89074																																																					
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<small>Mailing Address (if different from street address)</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>																																																					
3. Dissolution Date: <small>(optional)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual):																																																							
4. Management: <small>(required)</small>	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s) <small>(check only one box)</small>																																																							
5. Name and Address of each Manager or Managing Member: <small>(attach additional page if more than 3)</small>	<table style="width: 100%; border: none;"> <tr> <td style="width: 10%;">1)</td> <td style="width: 50%;">THOMAS LUCAS</td> <td style="width: 10%;">Name</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td>2657 WINDMILL PARKWAY SUITE 145</td> <td>HENDERSON</td> <td>NV</td> <td>89074</td> <td></td> </tr> <tr> <td></td> <td><small>Street Address</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> <td></td> </tr> <tr> <td></td> <td>2)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td><small>Name</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> <td></td> </tr> <tr> <td></td> <td><small>Street Address</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> <td></td> </tr> <tr> <td></td> <td>3)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td><small>Name</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> <td></td> </tr> <tr> <td></td> <td><small>Street Address</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> <td></td> </tr> </table>		1)	THOMAS LUCAS	Name					2657 WINDMILL PARKWAY SUITE 145	HENDERSON	NV	89074			<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>			2)						<small>Name</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>			<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>			3)						<small>Name</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>			<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>	
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6. Effective Date and Time: <small>(optional)</small>	Effective Date: _____ Effective Time: _____																																																							
7. Name, Address and Signature of Organizer: <small>(attach additional page if more than 1 organizer)</small>	<p>I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">THOMAS LUCAS</td> <td style="width: 5%; border: none;"><input checked="" type="checkbox"/></td> <td style="width: 45%; border: none;">THOMAS LUCAS</td> </tr> <tr> <td style="border: none;"><small>Name</small></td> <td style="border: none;"></td> <td style="border: none;"><small>Organizer Signature</small></td> </tr> <tr> <td style="border: none;">2657 WINDMILL PARKWAY SUITE 145</td> <td style="border: none;">HENDERSON</td> <td style="border: none;">NV 89074</td> </tr> <tr> <td style="border: none;"><small>Address</small></td> <td style="border: none;"><small>City</small></td> <td style="border: none;"><small>State Zip Code</small></td> </tr> </table>		THOMAS LUCAS	<input checked="" type="checkbox"/>	THOMAS LUCAS	<small>Name</small>		<small>Organizer Signature</small>	2657 WINDMILL PARKWAY SUITE 145	HENDERSON	NV 89074	<small>Address</small>	<small>City</small>	<small>State Zip Code</small>																																										
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8. Certificate of Acceptance of Appointment of Registered Agent:	<p>I hereby accept appointment as Registered Agent for the above named Entity.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border: none;"><input checked="" type="checkbox"/> THOMAS LUCAS</td> <td style="width: 30%; border: none;">3/21/2014</td> </tr> <tr> <td style="border: none;"><small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</small></td> <td style="border: none;"><small>Date</small></td> </tr> </table>		<input checked="" type="checkbox"/> THOMAS LUCAS	3/21/2014	<small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</small>	<small>Date</small>																																																		
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This form must be accompanied by appropriate fees.

9A

OPPORTUNITY HOMES LLC

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

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

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

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

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

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

Disclaimer

Entity Actions for "OPPORTUNITY HOMES LLC"

Sort By: Descending Ascending order

1 - 4 of 4 actions

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

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

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

OPPORTUNITY HOMES LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0150942014-3



100401

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

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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

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

IMPORTANT: Read instructions before completing and returning this form.

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

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

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

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

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

NRS 76.020 Exemption Codes

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

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

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

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

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

X THOMAS LUCAS

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

Signature of Manager, Managing Member or Other Authorized Signature

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

ENTITY NUMBER

OPPORTUNITY HOMES LLC

E0150942014-3

NAME OF LIMITED-LIABILITY COMPANY



100402

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

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

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

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

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
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(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

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

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

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

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

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

X THOMAS LUCAS

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

Signature of Manager, Managing Member or Other Authorized Signature

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

OPPORTUNITY HOMES LLC
NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER
E0150942014-3



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

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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

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

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

(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

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

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

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

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NRS 76.020 Exemption Codes

- 001 - Governmental Entity
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ADDRESS 2657 WINDMILL PARKWAY SUITE 145 , USA	CITY HENDERSON	STATE NV	ZIP CODE 89074
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X THOMAS LUCAS
Signature of Manager, Managing Member or Other Authorized Signature

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

EXHIBIT 6

CONTEMPORANEOUS EMAILS

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

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

EXHIBIT 6

RE: 2763 White Sage Dr

15 messages

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

Fri, Aug 29, 2014 at 1:31 PM

Nona,

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

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

Thanks,

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

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

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

Wed, Sep 10, 2014 at 11:53 AM

Nona,

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

Thank you

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

[Quoted text hidden]

 **2763_White_Sage_Termination.pdf**
51K

Nona Tobin <nonatobin@gmail.com>

Thu, Sep 11, 2014 at 10:50 AM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nona

[Quoted text hidden]

 **Superpriority HOA**
55K

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

Thu, Sep 11, 2014 at 11:01 AM

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

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

Thanks.

Nona

[Quoted text hidden]

 **Superpriority HOA**
55K

Thu, Sep 11, 2014 at 3:34 PM

Craig Leidy <Cleidy21@aol.com>

To: nonatobin@gmail.com

Nona,

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

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

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

[Quoted text hidden]

Fri, Sep 12, 2014 at 1:30 PM

Nona Tobin <nonatobin@gmail.com>

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

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

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

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

Subject: Re: 2763 White Sage Dr

To: Craig Leidy <cleidy21@aol.com>

Cc: Steve Hansen <nasastevo@gmail.com>

[Quoted text hidden]

 **Superpriority HOA**
55K

Sun, Sep 14, 2014 at 12:50 PM

Barca, David <DBarca@pacunion.com>

To: "nonatobin@gmail.com" <nonatobin@gmail.com>

Cc: Larry Tobin <rhandyman@gmail.com>

Hi Nona,

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

David Marks

GCA Law Partners LLP
Attorney

650-428-3900 Work
dmarks@gcalaw.com

1891 Landings Drive
Mountain View, California 94043

David Barca

Vice President, Silicon Valley

Pacific Union Real Estate | A Member of Real Living

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

O 650.314.7201 | C 650.704.9019 | dbarca@pacunion.com

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

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

[Quoted text hidden]

[Quoted text hidden]

 **Superpriority HOA**
55K

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

Fri, Sep 19, 2014 at 6:35 AM

Sounds fine to me Nona. Sorry for the late reply. I don't check my email as often as I should. Seems insane that the house went for that cheap. Craig and his cronies are certainly going to make \$\$\$ on the deal. Greedy bastards!

Sent from my iPhone
[Quoted text hidden]

<mime-attachment>

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com

Fri, Sep 19, 2014 at 2:38 PM

Nona,

Yesterday, I received an email from our corporate broker regarding a Nevada Supreme Court decision. This definitely affects White Sage. Enclosed is a portion of the email sent to all agents in our company. I also down loaded the complete 35 page decision for you to review if you want.

In the opinion of our legal department and corporate broker, the only way banks may have to appeal the decision would be at the U.S. Supreme Court level.

What this means is that Tom Lucas, who bought the property at the HOA foreclosure is now the legal owner of White Sage.

SHOCKING NEWS! AN HOA FORECLOSURE EXTINGUISHES A FIRST DEED OF TRUST – EVEN IN A NON-JUDICIAL FORECLOSURE!

The opening paragraph says it all....

NRS 116.3116 gives a homeowners' association (HOA) a superpriority lien on an individual homeowner's property for up to nine months of unpaid HOA dues. With limited exceptions, this lien is "prior to all other liens and encumbrances" on the homeowner's property, even a first deed of trust recorded before the dues became delinquent. NRS 116.3116(2). We must decide whether this is a true priority lien such that its foreclosure extinguishes a first deed of trust on the property and, if so, whether it can be foreclosed nonjudicially. We answer both questions in the affirmative and therefore reverse.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

 **140918SFRvsUSBankOpinion130NevAd75.pdf**
385K

Nona Tobin <nonatobin@gmail.com>
To: Craig Leidy <cleidy21@aol.com>

Fri, Sep 19, 2014 at 3:55 PM

You didn't answer my question about the excess funds collected in the foreclosure sale over the amount Red Rock could keep. Have you ever dealt with getting that money turned over to one of your clients?

[Quoted text hidden]

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com

Fri, Sep 19, 2014 at 4:07 PM

No I have not. I have put a call into our legal council to see if anything can be done. I probably won't know anything until Monday.

If there is an excess, I believe it would go into unclaimed money at the state level for a while until it is claimed.

I had a situation like this that when the money showed up in the state Unclaimed Funds File. All I had to do is prove that I was the benefactor. I did that by a driver's lic. It wasn't much, only \$347.00. It was in the state file for 3 years.

I'll know more on Monday.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052

Questions about HOA Foreclosure sale

5 messages

Nona Tobin <nonatobin@gmail.com>

Mon, Oct 13, 2014 at 12:08 PM

To: Craig Leidy <cleidy21@aol.com>

Craig, after considering the HOA dues delinquency foreclosure sale of 2763 White Sage, I have some questions:

1. What documents has Red Rock Financial sent to you as my agent? I would like to get a copy of those documents.
2. If Berkshire Hathaway received documents from Red Rock Financial why did you not inform me of them in a timely manner?
3. When did you start working with Tom Lucas to purchase this property and did you get paid for your services?
4. What is the status of Nationstar and what do you know of their expectations to make any claims on the money that has been interpleaded with District Court?

I'm enumerating these questions so you will answer each of them specifically. I'm feeling like you dropped me like a hot potato after helping Tom Lucas, a Berkshire Hathaway agent, to become the beneficiary of a giant windfall. When I didn't hear from you, I spoke with Red Rock Financial and to a couple of real estate attorneys, and I am pretty dissatisfied with the manner in which the interests of the Trust were handled by Berkshire Hathaway.

Starting with Red Rock: the first person I spoke to told me that once Red Rock takes the amount that is due to them, they interplead the balance with district court and notify all the potential parties so they

can make a claim and the court can decide on distribution. When I didn't hear from you about what the specific amount was, I called Red Rock back to get it, and I was told that they couldn't talk to me because I wasn't listed as the designated person. I can only assume that because I signed an authorization for Berkshire Hathaway to receive all the notices from them when we first set up the listing last February that Berkshire Hathaway was the authorized agent and you are the specific person that they would have considered the recipient for notices that previously had gone to me as the Successor Trustee.

I am very concerned about this point now. I never received any notice regarding the interpleading. Obviously, I need to get whatever Berkshire Hathaway received from Red Rock as my agent so I can proceed on behalf of the Trust. Since I am unfamiliar with these matters, I do not know if time is of the essence or not in terms of filing a claim in District Court.

I am also concerned about the notices that Red Rock sent Berkshire Hathaway regarding the sale that was actually held. You always told me that foreclosure was no problem, that they always delayed these type of HOA delinquency sales when a short sale was pending. I never knew anything about a sale actually happening until it was done and you were working with the guy that bought it.

I raised my concerns about the manner in which the foreclosure sale was handled as well as what I thought was appropriate to address the interests of the Trust previously with you, but the whole matter seems to have been ignored by Berkshire Hathaway, you, Tom Lucas and your broker.

Doesn't the listing agreement contractually require that you and Berkshire Hathaway act on my behalf as the Successor Trustee and protect the interests of the Trust?

It seems that you unilaterally quit representing my interests as the Successor Trustee without notice. Neither you nor your Broker responded to my many attempts to determine if in fact the bank really couldn't prove it was the owner of the note, then suddenly another Berkshire Hathaway agent in your branch buys it on a surprise sale, possibly betting on information I provided you and the Broker and getting you to help him gain a huge windfall.

Then, inexplicably you wanted me to sign a backdated paper to cancel the listing after the sale had already taken place since you could not take it off MLS without my signature. This didn't make sense. It looked to me like you wanted me to "fire" you or release your agency from the apparent conflict. I'm very confused by this, and one of the attorneys I consulted advised me to file a complaint with the Nevada Real Estate Division to generate an investigation of Berkshire Hathaway and their handling of this situation.

Craig, you and I have been friends for a long time, and I do not want to do that unless it is absolutely necessary. I would simply like your assistance in seeing that all my efforts of stewardship over this property over two plus years are not disparaged. Remember I cooperated with you at every turn over months no matter where I was in the world to try to get a sale that would allow you to earn a commission. Now, I would appreciate your assistance in promptly responding to my questions and assisting me in getting some appropriate financial remuneration for the Trust. Don't just walk away from me now.

EXHIBIT 7

**GVLAR POLICY PROHIBITING
USE OF THE MULTIPLE LISTING SERVICE
TO MARKET HOA FORECLOSURES
AND MLS DOCUMENTS SHOWING THAT BHHS
AGENTS CONTINUED MARKETING THE
PROPERTY AFTER THE SALE AND REPRESENTED
THE BUYER WHEN THE STOKES SOLD IT
ON 10/23/15**

EXHIBIT 7



HOA LIEN FORECLOSURES AND THE MLS

By: David B. Sanders Esq.
GLVAR General Counsel

The MLS Committee has determined that it is the best interests of the MLS to exclude HOA Lien foreclosure properties in the MLS at this current time.

Background

Nevada Supreme Court issued its ruling regarding HOA liens in *SFR Investments Pool I, LLC v. U.S. Bank, N.A.*, 130 Nev. Adv. Op. 75 (Sept. 18, 2014). The Court found that the foreclosure upon an HOA lien can be conducted either judicially or non-judicially and that sale DOES extinguish the first deed of trust on the property when conducted properly. While clarifying those two issues, the Supreme Court's decision leaves several questions unanswered.

Please recall that the appeal was from an order dismissing SFR Investment's complaint on a motion to dismiss, not a final adjudication of property rights. ***The Nevada Supreme Court did not hold that SFR obtained title to the property free and clear of U.S. Bank's loan, nor did it hold that the foreclosure sale conducted by the HOA could not be set aside by the trial court.*** Instead, it remanded the matter for further proceedings.

Questions Remain

There are a number of unresolved issues related to the Statute and the Court's ruling in SFR Investments.

- (a) What happens if the mortgage holder tenders payment of the super priority portion of the lien and the tender is rejected? (Many of the for profit collection agencies that HOAs employ to foreclose on HOA liens refuse to accept a tender for less than the total amount alleged due not just the super-priority portion.) The Opinion in *SFR* indicates that if such a tender was made and rejected then the sale is invalid.
- (b) Does the purchase of the property at the HOA foreclosure sale have priority over the mortgage holder if the HOA simultaneously forecloses on the subpriority portion of the lien? HOAs typically foreclose on the HOA's entire lien.
- (c) Is the purchaser of property at an HOA sale, which likely paid a small fraction of the value of the property, a bona-fide purchaser for value?
- (d) Can the sale of property by an HOA be voided by the holder of a first priority lien because it was not given adequate notice or due process of law? (There is a genuine issue if the foreclosure procedure outlined in NRS 116 violates a lienholders constitutional right of due process. SFR Investments in this case complied with the more vigorous foreclosure requirements of NRS 107 thus the issue was not presented to the Court.)

FHFA and Federal Preemption



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www.LasVegasRealtor.com



Even more concerning is the Federal Preemption issue. As you know a majority of loans are backed by Freddie Mac and Fannie Mae. Both entities are "quasi federal entities" meaning that there is a genuine issue if an HOA can even extinguish the federal government's interest in the property. When state law and federal law conflict, federal law displaces, or preempts, state law, due to the Supremacy Clause of the Constitution. U.S. Const. art. VI, § 2. Preemption applies regardless of whether the conflicting laws come from legislatures, courts, administrative agencies, or constitutions. For example, the Voting Rights Act, an act of Congress, preempts state constitutions, and FDA regulations may preempt state court judgments in cases involving prescription drugs.

Existing federal law preempts any state law that attempts to extinguish a federal interest. There is active litigation in Nevada federal court to determine this very issue.

Lender Response

Lender response to this ruling has been very aggressive. Lenders are routinely suing over these foreclosures. Lenders are naming all parties involved in the transaction, including the HOA Trustees, the HOA Boards and HOA Board Members in their individual capacities. This could potentially include the seller's agent, the potential buyer and buyer's agent as well as GLVAR.

It is also unlikely that a broker's (or for that matter GLVAR's) E&O Insurance would cover such litigation as listing such a property in the MLS prior to the conclusion of a successful quiet title action is an intentional act. Should GLVAR be sued for any individual listing, membership dues would be spent to defend the Association in Court.

The Nevada Legislature

As you know the Nevada legislature is in session. There are bills already being drafted that would reverse the Nevada Supreme Court's decision. In a few short months we will know if the Legislature will act on this issue.

Title Industry

Several major title insurance companies refuse to issue title insurance on HOA foreclosure properties due to these unknowns and will not do so without a successful quiet title action.

There is a Solution

There is a simple solution to these issues; it is to allow the Courts to determine answers to these questions. The purchasers of HOA lien foreclosed properties should initiate a quiet title action in State Court. That action will resolve the issues of tender and notice. There is current litigation in Federal Court regarding Federal Preemption and that issue will be resolved in the near future.

MLS Position

Until these issues are resolved, the MLS Committee has determined that properties are akin to fractional ownership and will be excluded from the MLS. This issue will be revisited once the Courts have issued appropriate guidelines.



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GLVAR	Single Family Residential	Ownership	SFR	06/10/2016 11:30 AM								
ML#	1424197	Offc	AMEG05	PubID	001098	Status	X	Area	606	L/Price	\$390,000	
Address	2763 /WHITE SAGE /Drive		Unit			StatusUpdate				LP/SqFt	\$177	
Building #	Bldr/Manf	Del Webb	Model	LibertyCAS		CondoCnv		Zip	89052			
County	CLARK	Parcel#	191-13-811-052	Zoning	SINGLE	Studio		YrBuilt	2004/RE			
Cmnty	SUNCITYANT	Subdiv	SUN CITY ANTHEM UNIT #19 PHASE			City/Town	Henderson	State	NV			
Assoc/Comm	Feat Desc	Age Restricted, CC&RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No										
Elem K-2	WOLF	Elem 3-5	WOLF	YrRound	N	Junior	DELW	Highsch	LIBR	Subdiv#		
								CensTrct			MetroMap 95-F6	
PROPERTY INFORMATION				#Baths	FB	3/4	HB	Tot				
Bldg Desc	1STORY	Prop Desc		2	1	0	3					
Type	DETACHD	Conv										
Roof	PITCHED, TILE	Unit Desc		#Bedrms	3	#Den/Oth	1	#Loft	0			
Garage	2/AUTODR, ENTRYHS, FINISHD, GOLFCT	Carport	0	Prkng Desc								
AppxLivArea	2,200	#Acres +/-	0.190	Lot SqFt	8,276	Lot Desc	14LESS					
ApprxAddLivArea	260	Length		Width		ApprxTotalLivArea	2,460					
Manuf		Width		ConvertRealProp		MH-YrBlt						
PvSpa	No	PvPool	Y/HEATED, INGRND	Pool Size +/-								
Dir	South on Eastern from St Rose Pkwy, bear left on to Anthem Pkwy at split, pass Hampton Rd, (R) on Wild Iris, (L) on Foxtail, (L) White Sage.											
Public Remarks	Liberty model w/casita, pool & views of the city and mountains. High elevated lot. Courtyard entry. Formal living & dining rms. Lge kitchen w/island that opens to sep. family rm w/surround sound. Coffered ceilings. The den separates the MS from the secondary bedrm. MS has bay window, sep tub & sep shower, dbl sink & walkin clst. Laundry rm w/sink & extra cabts. Gar has storage & room for golf cart. Builtin BBQ. too!											
Ag/Ag Remarks	IMPORTANT NOTICE! THE PROPERTY WENT TO AUCTION 8/15/14 AND WAS BOUGHT FOR BACK ASSOCIATION DUES. CALL ME IF YOU HAVE QUESTIONS.											
Master Bed Room	15x13	CEILFN, WICLOS		2nd Bedroom	15x13	TELEJK, TVCAB						
3rd Bedroom	10x10	TELEJK, TVCAB		Den	12x11							
Dining Room	13x11	FORDIN, LIVDIN		Family Room	18x14	SEPFAM						
Kitchen		NOOK, ISLAND, RECESS, PANTRY, SLDCTP, TILE		Living Room	19x14	ENTFOY, FORMAL, REAR						
Master Bath		DBLSNK, SEPSHW, SEPTUB										
MBR Down?	Y	Bed Dn	Y	Ba Dn	Y	Ba Dn Desc	F					
Constrctn	FRMSTUC	Furnished Desc	NOFURN									
Refrg	N	Dispos	Y	Dishw	Y	Washer Inc	Y	Dryer Inc	Y	DryerUtil	G	
OthApplnces	MICROWV, WTCNDO											
Interior	ALARMW, BLINDS, CEILFN, WNDWPRT											
Firepl	0	Oven Desc	BLTING, CONVECTN, COKTOPG, DBLOVNE									
Firepl Loc		Flooring	CARPET, CARTHR, CERAMIC									
House Face	North	Fence	BF/WRTIRON									
Exterior	BITOBBQ, BYARDAC, CVPATIO											
Landscap	DESERT, FRNSPR, MATURE, RERSPR, ROCK, SHRUBS, SIDSPR, SPRINKT											
Heat Sys	2PLUSUNITS, CENTRAL											
Cool Sys	2UNITSPLUS, CENTRAL, REFRIG											
Utility Info	CABWIRE, UNDRND											
VOW/FINANCIAL/LISTING OFFICE INFORMATION				Energy	DUALPNE, LOWEWIN			Internet	Y	Public Address	Y	
AssocFee	Y	AssocName	Sun City Anthem			Assoc Ph	702-614-4800			AVM	Y	
AssocFee1	\$275/Q	AssocFee2		Assessmt	N	Mast Plan Fee	\$0/N			Commentary	Y	
Assoc Fee Includes	COMTAX, MGMT, REC, RESERV											
Earn Dep	\$4,000	Ann Tax	\$3,265	Court App	N	SID/LID?	N	SID/LID		SID/LID Ann		
Finance Consid	CASH, CONV											
Lockbox	E	LockboxLocation	Hose Bib			TempOffMktStatus		T Status Date		Poss	COE	
L/Agent	Craig Leidy											
Office	BHHS Nevada Properties											
Off Add	3185 St. Rose Parkway #100, Henderson 89052-3977											
Agt Fax #	702-317-3384	Email	cleidy21@aol.com			L/Aph	702-595-9007			REALTOR	Y	
Resident	Vacant											
Showing	NOSHOW											
ContDesc		ResPh	702-595-9007			Occup	VAC			Power	OFF	
		GateCode		WD		AuctTyp		AuctDt		ListDt	02/24/2014	
		GateCode2		OrigListPrice	\$380,000	Act DOM	249			ExpDt	10/31/2014	

Energy-Efficient/GREEN Information:
Green Building Certification **No**

Presented by: Office Name

BHHS Nevada Properties

Agent Craig Leidy

GLVAR	Single Family Residential		Ownership		06/10/2016 11:30 AM									
ML#	1548524	Offc	URBN	PubID	220273	Status	C	Area	606	L/Price	\$437,900			
Address	2763 /WHITE SAGE /Drive		Unit	StatusUpdate										
Building #	Bldr/Manf	Model	CondoCnv	Zip	89052									
County	CLARK	Parcel#	191-13-811-052	Zoning	SINGLE	Studio	YrBuilt	2004/RE						
Cmnty	NONE	Subdiv	SUN CITY ANTHEM UNIT #19 PHASE			City/Town	Henderson		State NV					
Assoc/Comm Feat Desc	Age Restricted, CC&RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No							AgeRestrict		Y				
Elem K-2	WOLF	Elem 3-5	WOLF	YrRound	N	Junior	DELW	Highsch	LIBR	Subdiv#	CensTrct	57.14	MetroMap	95-F6

PROPERTY INFORMATION				#Baths	FB	3/4	HB	Tot	
Bldg Desc	1STORY	Prop Desc		2	2	1	0	3	
Type	DETACHD	Conv							
Roof	TILE	Unit Desc		#Bedrms	3	#Den/Oth	0	#Loft	0
Garage	2/ATTACHD, AUTODR, ENTRYHS, FINISHD			Carport	0	Prkng Desc			
AppxLivArea	2,200	#Acres +/-	0.190	Lot SqFt	8,276	Lot Desc	14LESS		
ApprxAddLivArea	260	Length		Width		ApprxTotalLivArea	2,460		
Manuf		PvPool	Y/HEATED, INGRND	ConvertRealProp		MH-YrBlt			
PvSpa	Yes			Pool Size +/-					

Dir **South on eastern from rose parkway on to anthem parkway at split pass hampton right on wild iris left on foxtail left on white sage.**

Public Remarks **Beautiful liberty model with casita, pool and views of the city. A high elevated lot. There's a formal living room and dining room and a large open kitchen and a separate family room. New Tile in the master bath. Large master with a separate tub and separate shower. Garage has separate area for gold cart. There is a 260 square foot casita out front. Total living 2460 square feet. AGENT BONUS 1500.00**

Ag/Ag Remarks **Please use Pam at linear title. Thank you for showing.**

Master Bed Room	15x13 CEILFN, WICLOS	2nd Bedroom	15x13
3rd Bedroom	10x10	Dining Room	13x11 FORDIN, LIVDIN
Family Room	18x14 SEPFAM	Kitchen	NOOK, ISLAND, RECESS, PANTRY, SLDCTP, TILE
Living Room	19x14 ENTFOY, FORMAL, REAR	Master Bath	DBLSNK, SEPSHW, SEPTUB
MBR Down?	Bed Dn Y	Ba Dn	Y
Constrctn	FRMSTUC	Furnished Desc	NOFURN
Refrg	N	Dryer Util	G
OthApplnces	MICROWV, WTCNDO	Location	AREA
Interior	ALARMW, BLINDS, CEILFN, WINDOWCOV	Oven Desc	STOVEG
Firepl	1/GAS	Flooring	CARPET, CARTHR, CERAMIC
Firepl Loc	LIVING	Fence	BF/BRICK
House Face	North	Equest	NONE
Exterior	BITOBBQ, BYARDAC, CIRCDRV, CVPATIO	Miscel	NONE
Landscap	DESERT	Water	PUBLIC
Heat Sys	CENTRAL	Sewer	PUBLIC
Cool Sys	CENTRAL	Sol Elec	None
Utility Info	UNDGRND	Energy	NONE

VOW/FINANCIAL/LISTING OFFICE INFORMATION				Internet	Public Address	AVM	Commentary
AssocFee	Y	AssocName	Sun City Anthem	Assoc Ph	702-614-4800	Mast Plan Fee	\$0
AssocFee1	\$275/Q	AssocFee2		Assessmt	N	Assessment Amt	
Assoc Fee Includes	MGMT, REC, RESERV	SID/LID?	N	SID/LID		SID/LID Ann	
Earn Dep	\$5	Ann Tax	\$3,363	Court App	Y	Short Sale	N
Finance Consid	CASH, CONV	FIRPTA?	N	Foreclo	N	Repo/REO	N
Lockbox	M	LockboxLocation	Front Door	TempOffMktStatus		Litig/Typ	N
L/Agent	Robert Goldsmith	L/APH	702-308-5294	REALTOR	Y	Rent	
Office	Urban Nest Realty	OffcPh	702-853-2444	Bonus SO		Poss	COE
Off Add	10220 W Charleston Blvd #3, Las Vegas 89135	BrokerName	David Tina	CoOp	3.000%	T Status Date	
Agt Fax #	702-617-4901	Email	robsellshomes@aol.com	Vr	N	LeaseEnd	
Resident	Vacant	ResPh	702-308-5294	Occup	VAC	Flat Fee	
Showing	KEYANY	GateCode		Power	ON	VTour	Y
ContDesc	FINANCING	GateCode2		AuctTyp		ListDt	06/16/2015
				WD		ExpDt	
				OrigListPrice	\$569,900	Act DOM	129

Energy-Efficient/GREEN Information:
Green Building Certification **No**

CONTINGENT/PENDING/SOLD INFORMATION:			
Accept/Date	10/23/2015	EstClo/Date	10/30/2016
Sold Terms	VA	ActClo/Date	
Sellers Contrib		Prop Condition	
OwnrCarry		Days On Market	129
Auction Buyer Premium		Sale Type	
Addit Auction Sold Terms		BuyerAgentName	Kristen Madden/702-458-8888

Presented by: Office Name **BHHS Nevada Properties** Agent Craig Leidy

EXHIBIT 8

EXHIBIT 8

MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

6/16/15 Stokes listed property for \$569,000

6/16/15 Stokes filed their complaint in case A720032

10/14/15 Thirteenth time the Stokes relisted it at a lower price

10/23/15 Contingent sale for \$437,900 through BHHS Realtor Kristen Madden

EXHIBIT 8

Property Archive Information

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1548524	191-13-811-052	RES	C	\$ 437,900	10/23/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 437,900	10/14/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 444,900	10/02/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 457,900	09/16/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 465,900	09/09/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 471,900	09/02/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 474,900	08/27/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 494,900	08/16/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 499,900	07/28/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 509,900	07/20/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 516,900	07/14/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 524,900	07/10/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 529,900	07/03/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 569,900	06/16/2015	220273 Area 606	URBN Zip 89052
1424197	191-13-811-052	RES	X	\$ 390,000	11/01/2014	001098 Area 606	AMEG05 Zip 89052
1424197	191-13-811-052	RES	ER	\$ 390,000	08/01/2014	001098 Area 606	AMEG05 Zip 89052
1424197	191-13-811-052	RES	ER	\$ 380,000	07/25/2014	001098 Area 606	AMEG05 Zip 89052
1424197	191-13-811-052	RES	C	\$ 380,000	03/10/2014	001098 Area 606	AMEG05 Zip 89052
1424197	191-13-811-052	RES	ER	\$ 380,000	02/25/2014	001098 Area 606	AMEG05 Zip 89052
1227006	191-13-811-052	RES	ER	\$ 395,000	07/10/2013	099056 Area 606	PDFT Zip 89052
1227006	191-13-811-052	RES	W	\$ 395,000	07/10/2013	099056 Area 606	PDFT Zip 89052
1227006	191-13-811-052	RES	C	\$ 395,000	05/14/2013	099056 Area 606	PDFT Zip 89052

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

Property Archive Information

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 395,000	04/01/2013	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	C	\$ 335,000	08/13/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 335,000	07/21/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 375,000	02/16/2012	099056 Area 606	PDFT Zip 89052

EXHIBIT 13

47

Inst #: 20170328-0001452

Fees: \$19.00 N/C Fee: \$0.00

RPTT: \$0.00 Ex: #007

03/28/2017 11:51:02 AM

Receipt #: 3042834

Requestor:

NONA TOBIN

Recorded By: MAYSM Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Assessor's Parcel Number:

191-13-811-052

Prepared By:

NONA TOBIN

2664 Olivia Heights Ave

Henderson, Nevada 89052

After Recording Return To:

NONA TOBIN

2664 Olivia Heights Ave.

Henderson, Nevada 89052

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

On March 27, 2017 THE GRANTOR(S),

- Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011,
Nona Tobin, Trustee,

for and in consideration of: \$0.00 and/or other good and valuable consideration conveys, releases and quitclaims to the GRANTEE(S):

- Nona Tobin, an Individual, a single person, residing at 2664 Olivia Heights Ave,
Henderson, Nevada County, Nevada 89052

the following described real estate, situated in HENDERSON, in the County of Clark,
State of Nevada:

Legal Description: was obtained from the Clark County Recorder's Office.

SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances,

or any part thereof.

Close of the trust and assign interest to the sole beneficiary.

Mail Tax Statements To:
NONA TOBIN
2664 Olivia Heights Ave
Henderson, Nevada 89052

(SIGNATURE PAGE FOLLOWS]

Grantor Signatures:

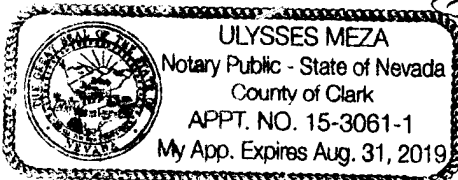
DATED: 3/27/17

Nona Tobin, Trustee

Nona Tobin, Trustee on behalf of Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011

STATE OF NEVADA, COUNTY OF CLARK, ss:

This instrument was acknowledged before me on this 27th day of March, 2017 by Nona Tobin on behalf of Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011.



[Signature]
Notary Public Ulysses Meza

Notary Public
Title (and Rank)

My commission expires 08-31-2019

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. 191-13-811-052
 b. _____
 c. _____
 d. _____

2. Type of Property:
 a. Vacant Land b. Single Fam. Res.
 c. Condo/Twnhse d. 2-4 Plex
 e. Apt. Bldg f. Comm'l/Ind'l
 g. Agricultural h. Mobile Home
 Other

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3.a. Total Value/Sales Price of Property \$ _____
 b. Deed in Lieu of Foreclosure Only (value of property (_____))
 c. Transfer Tax Value: \$ _____
 d. Real Property Transfer Tax Due \$ — 0 —

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 7
 b. Explain Reason for Exemption: out of trust, close trust without consideration

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Nona Jolin Capacity: Trustee
 Signature Nona Jolin Capacity: _____

SELLER (GRANTOR) INFORMATION

Gordon B. Hansen (REQUIRED) by
 Print Name: NONA TOBIN, Trustee
 Address: 2664 Olivia Heights
 City: Henderson
 State: NV Zip: 89052

BUYER (GRANTEE) INFORMATION

(REQUIRED)
 Print Name: NONA TOBIN
 Address: 2664 Olivia Heights
 City: Henderson
 State: NV Zip: 89052

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 14

Inst #: 20190724-0003355

Fees: \$40.00

07/24/2019 03:33:28 PM

Receipt #: 377737

Requestor:

NOW! SERVICES INC

Recorded By: KVHO Pgs: 17

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 191-13-811-052

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Notice of Entry of Findings of Facts, Conclusions of Law and Judgment

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

Joseph Y. Hong, Esq.

RETURN TO: Name Joseph Y. Hong, Esq.

Address 1980 Festival Plaza Dr., Suite 650

City/State/Zip Las Vegas, Nevada 89135

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

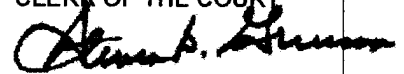
Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.

To print this document properly, do not use page scaling.

P:\Common\FORMS & Notices\Cover Page Template Oct2017



1 **NEFF**
2 JOSEPH Y. HONG, ESQ.
3 State Bar No. 005995
4 HONG & HONG LAW OFFICE
5 1980 Festival Plaza Drive, Suite 650
6 Las Vegas, Nevada 89135
7 Telephone No.: (702) 870-1777
8 Facsimile No.: (702) 870-0500
9 E-mail: yosuphonglaw@gmail.com
10 Attorney for Counter-Defendant
11 *JOEL A. STOKES and SANDRA F. STOKES,*
12 *as trustees of the JIMJACK IRREVOCABLE TRUST*

8 **DISTRICT COURT**
9
10 **CLARK COUNTY, NEVADA**

11 NONA TOBIN, as Trustee of the GORDON B.
12 HANSEN TRUST, dated 8/22/08,

13 Counterclaimant,

14 vs.

15 JOEL A. STOKES and SANDRA F. STOKES, as
16 Trustees of the JIMJACK IRREVOCABLE
17 TRUST; YEUN K. LEE, an individual, d/b/a
18 Manager, F. BONDURANT, LLC.,

19 Counter-Defendants.

Case No. : A-15-720032-C
Dept. No. : XXXI

Consolidated with: A-16-730078-C

20 **NOTICE OF ENTRY OF FINDINGS OF FACTS,**
21 **CONCLUSIONS OF LAW AND JUDGMENT**

22 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

23 ///

24 ///

25 ///

26 ///

27
28

1 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that FINDINGS OF
2 FACTS, CONCLUSIONS OF LAW AND JUDGMENT was entered in the above-entitled matter,
3 and filed on the 24th day of June, 2019, a copy of which is attached hereto.

4 DATED this 24th day of June, 2019.

5 HONG & HONG LAW OFFICE

6
7 /s/ Joseph Y. Hong

8 JOSEPH Y. HONG, ESQ.

9 State Bar No. 005995

10 1980 Festival Plaza Drive, Suite 650

11 Las Vegas, Nevada 89135

12 Attorney for Counter-Defendant

13 *JOEL A. STOKES and SANDRA F.*

14 *STOKES, as trustees of the JIMJACK*

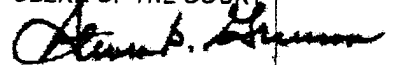
15 *IRREVOCABLE TRUST*

16
17 **CERTIFICATE OF ELECTRONIC SERVICE**

18 Pursuant to NRCPC 5(b)(2)(D), I certify that I am an employee of Joseph Y. Hong, Esq., and
19 that on this 24th day of June, 2019, I served a true and correct copy of the foregoing **NOTICE OF**
20 **ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT** by
21 electronic transmission through the Eighth Judicial District Court EFP system (Odyssey eFileNV)
22 pursuant to NEFCR 9 upon each party in this case who is registered as an electronic case filing
23 user with the Clerk.

24
25
26
27
28
By/s/ Debra L. Batesel

An employee of Joseph Y. Hong, Esq.



1 **ORDR**

2
3 **EIGHTH JUDICIAL DISTRICT COURT**
4
5 **CLARK COUNTY, NEVADA**

6 NONA TOBIN, as Trustee of the
7 GORDON B. HANSEN TRUST dated
8 8/22/08,

Case No.: A-15-720032-C

Consolidated with A-16-730078-C

8 Counterclaimant,

9 vs.

10 JOEL A. STOKES AND SANDRA F.
11 STOKES, as Trustees of the JIMI JACK
12 IRREVOCABLE TRUST; YUEN K.
13 LEE, an individual, d/b/a
14 Manager, F. BONDURANT, LLC.,

Counter-Defendants.

15 **FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT**¹

16
17 This matter, having come on for Bench Trial commencing on June 5th and
18 6th, 2019, with L. Joe Coppedge appearing on behalf of Counterclaimant the
19 Gordon B. Hansen Trust, dated 8/22/08; and Joseph Hong appearing on behalf
20 of all Counter-Defendants. All parties having an opportunity to present their
21

22
23 ¹ The consolidated cases commenced with multiple parties being named and the initial caption
24 read in part, "Joel A. Stokes and Sandra F. Stokes as trustees of the Jimijack Irrevocable Trust
25 Plaintiffs, vs. Bank of America N.A. Defendants, et. al". All claims by all other parties, other than
26 those of the Counterclaimant against Counter-Defendants have either been resolved or
27 eliminated due to rulings of the Court. Thus, the only claims that were asserted to remain for trial
28 were the Counterclaimant's claims against Counter-Defendants. Accordingly, the caption, as set
forth above, correctly sets forth the parties that were asserted to have remained for purposes of
trial.

1 case, the Court having considered the evidence, the previous Orders and
2 Judgments in this case, and good cause appearing therefore, enters the
3 following Findings of Fact and Conclusions of Law:

4 **FINDINGS OF FACTS**

5
6 1. Counterclaimant, the Gordon B. Hansen Trust Dated 8/22/08
7 ("Hansen Trust") claims in intervention against Counter-Defendants, Joel A.
8 Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust
9 ("Jimijack"); and Yuen K. Lee, an individual d/b/a Manager F. Bondurant, LLC.
10 ("Lee"), involving a real property commonly known as 2763 White Sage Drive,
11 Henderson, Nevada 89052, APN 191-13-811-052 (the "Subject Property") were
12 the only remaining claims set for trial to commence on June 5, 2019.

13
14 2. On January 11, 2017, the Hansen Trust intervened in the present
15 action via Order, with Notice of Entry thereof, filed on January 12, 2017. The
16 Hansen Trust alleged claims of Quiet Title and Equitable Relief, Civil Conspiracy,
17 Fraudulent Conveyance, Unjust Enrichment, and Breach of Contract against the
18 Sun City Anthem Community Association ("HOA"). The Hansen Trust alleged
19 claims for Quiet Title and Equitable Relief, Fraudulent Re-conveyance, Unjust
20 Enrichment, Civil Conspiracy, and Injunctive Relief against Jimijack. The Hansen
21 Trust alleged claims for Fraudulent Conveyance, Quiet Title and Equitable Relief,
22 and Civil Conspiracy against Lee d/b/a F. Boudurant. The Hansen Trust
23 alleged claims for Quiet Title and Equitable Relief, Breach of Contract, Equitable
24 Relief (stet) and Civil Conspiracy against Opportunity Homes and Thomas Lucas.

1 The essence of the Hansen Trust's claims in the consolidated cases was
2 asserted to be that it sought to void the HOA foreclosure sale of the Subject
3 Property. In each of the pleadings filed against each of the respective parties,
4 the Hansen Trust set forth that Nona Tobin was the Trustee of the Hansen Trust
5 dated 8/22/08, and that the claims were brought by the Trustee of the Hansen
6 Trust on behalf of the Trust. Given it was asserted in all of the claims in the
7 respective pleadings that the Hansen Trust was the purported owner of the
8 property at issue at the time of the foreclosure sale, and that Ms. Tobin was the
9 successor Trustee, the Court finds that the pleadings are consistent with the
10 intention of the Court's Order granting intervention by the Hansen Trust. There
11 was no intention by the Court to grant intervention to Ms. Tobin as an individual
12 as there was no assertion in the January 2017 Motion to Intervene or in what
13 were titled "cross-claims" and "counter-claims" that anyone or entity had asserted
14 any joint or other form of ownership right with the Hansen Trust at the time of the
15 foreclosure at issue.²

16
17
18
19
20 ² The Court notes that on May 24, 2019, less than two weeks before trial was to commence,
21 Counterclaimant filed a "Supplement" without leave of Court which had a "quitclaim deed" dated
22 March 27, 2017 attached. It was contended that Ms. Tobin as the successor trustee of the
23 Hansen Trust quitclaimed to herself as an individual effective March 27, 2017 whatever interest
24 the Hansen Trust had in the subject property for no consideration. While the Court takes no
25 position as to whether the quitclaim deed was proper within the terms of the trust as the Court
26 was not shown the trust nor did anyone testify as to the language of the trust, the Court notes that
27 the Court Record shows that in a prior pleading there were representations by Counterclaimant
28 through its Trustee, Ms. Tobin, that she was one of two beneficiaries of the Trust. Second, even
if the Court were to view the Supplement and its attachment as allowable, from a chronological
standpoint, the purported transfer of ownership rights (whatever they were purported to be) did
not take place until about two months after there was Notice of Entry of the Order on the Motion
to Intervene which granted intervention to the Hansen Trust only in the present case. Thus,
regardless of whether the "quitclaim deed" was valid or not, Ms. Tobin was not a proper party to
the instant litigation as there was no timely request for her to intervene or any legal authority.

1 3. After the Hansen Trust filed what it asserted to be "cross-claims"
2 and a "counter-claim", various pleadings were filed by the Intervenor Hansen
3 Trust in which the phrase "Nona Tobin as an individual" was set forth in the
4 caption and in some cases in the body of the document, despite the fact the
5 Motion to Intervene was filed by the Trustee on behalf of the Trust and
6 Intervention was only granted to the Hansen Trust. From a review of the Court
7 Record, it appears that other parties to the action also included the incorrect
8 caption that had been used by Intervenor Hansen Trust in some of their
9 pleadings. It was not until a couple of months before trial was to commence in
10 2019 that the error was brought to the attention of the Court. In 2019³, the Court
11 was informed, and the Odyssey Record of the Eighth Judicial District confirms,
12 that contrary to the scope of the Intervention granted by the Court, at some point
13 in 2017 the Hansen Trust inserted Ms. Tobin's name incorrectly in the caption
14 and then used her name in an individual capacity at some points in pleadings. In
15 those same pleadings, however, the nature of the actions relating to the
16 ownership of the property which was purportedly was owned by the Hansen
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21 presented to the Court that she could intervene on her own behalf after she contended that she
22 quitclaimed whatever interest the Hansen Trust purportedly had on or about March 27, 2017. As
23 intervention by Ms. Tobin as an individual as distinct from her role as trustee was not timely or
24 properly presented and hence was not granted, the Court finds that the trial properly commenced
25 and concluded between the only parties that remained in the case.

26 ³ Indeed, at hearing(s) in 2019 after the Court was put on notice of what had occurred, in the
27 presence of Ms. Tobin who was present as Trustee of the Hansen Trust with her counsel, the
28 Court reminded all parties that it needed to strike pleadings that had been filed by Ms. Tobin
herself. The Court confirmed with the parties that Ms. Tobin's role was solely as Trustee of the
Hansen Trust and the Hansen Trust was represented by counsel. See, e.g. Hearing of April 23,
2019, where the Court was informed, and then subsequent hearings where Ms. Tobin was
present with her counsel where the issue was again communicated.

1 Trust at the time of the foreclosure remained the same. Further, there was no
2 request of the Court, nor any grant of intervention by the Court, to allow Ms.
3 Tobin to appear as an individual. Instead, Ms. Tobin's role was as Trustee of the
4 Hansen Trust.

5
6 4. On April 27, 2017, the Court heard Lucas and Opportunity Homes
7 Motions for Summary Judgment and ruled thereon. There were other pending
8 Motions including the HOA Motion to Dismiss the Hansen Trust's claims and
9 related countermotions, which at the request of those who were present, were
10 continued. The Court was informed that the Hansen Trust was not represented
11 by counsel as required by EDCR 7.42. The remaining hearings were then reset
12 to May 23rd and then May 25th to allow the Hansen Trust to obtain counsel and
13 be prepared. On May 25th, 2017, the parties withdrew some of the pending
14 Motions and requested that the ruling on others, including the HOA's Motion to
15 Dismiss as to all of the Hansen's Trust's claims, be deferred as some of the
16 parties were seeking NRED mediation.

17
18 5. At the parties' request, the Court did not rule on those pending
19 Motions. On September 19, 2017, the parties filed a Stipulation and Order and
20 the following day they filed Notice of Entry Thereof. The Stipulation addressed
21 all of the Counterclaimant Hansen Trust's claims with the HOA. Pursuant to the
22 Stipulation and Order, the HOA's Motion, as it applied to the Hansen Trust (and
23 to the extent that Ms. Tobin asserted at the time she was a party), was dismissed
24
25
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27

1 other than the quiet title claim.⁴ The Stipulation filed on September 17th provided:

- 2
- 3 1. That all claims against the HOA be dismissed without
prejudice for the parties to attend mediation.
- 4
- 5 2. That the Court does not make a decision as to the quiet
title claim at this time.
- 6
- 7 3. That the Court does not make any determination as to
actions taken after the filing of the HOA's Motion at this
8 time.
- 9
- 10 4. That the Counter-Motion(s) filed by Nona Tobin an
Individual and Trustee of the Gordon B Hansen Trust be
11 withdrawn without prejudice at this time.

12 **ORDER**

13 Based on the stipulations of the parties:

14
15 THE COURT ORDERS: All claims against Sun City
16 Anthem Community Association are dismissed without
prejudice to attend NRED mediation, except for the
17 quiet title claim.

18 THE COURT ORDERS the counter-motions filed March
3, 2017 and March 31, 2017 be WITHDRAWN
19 WITHOUT PREJUDICE.

20 THE COURT FUTHER ORDERS the Motion to Dismiss
is GRANTED, pursuant to a stipulation of the parties to
21 all claims other than quiet title
22

23
24
25 ⁴ At the time of the Stipulation in 2017, the Court had not been informed that Ms. Tobin was not a
proper party but merely an individual who had incorrectly been added to the caption. Placing
26 oneself on a caption or in a pleading does not confer party status on that individual when
intervention is only granted to the entity who claimed an interest in the property at the time of the
foreclosure.
27

1 THE COURT FURTHER ORDERS the Motion to
2 Dismiss is DENIED WITHOUT PREJUDICE in regards
3 to the quiet title claim.

4 6. In light of the parties Stipulation to attend NRED mediation, the
5 case was pending until the Court received notice that the NRED mediation had
6 been completed. A Notice of completion of mediation was filed in November
7 2017. Thereafter, in April 2018, the HOA filed an Answer to the only remaining
8 claim between it and the Hansen Trust—i.e. Quiet Title. That was the only
9 remaining claim pursuant to the parties Stipulation the preceding September.

10 7. In February 2019, the HOA filed a Motion for Summary Judgment
11 with a limited Joinder by Nationstar.⁵ At the request of the parties, the matter
12 was heard on March 26, 2019. After a full oral argument, and taking fully into
13 account the pleadings as well as the allowable evidence and oral argument, the
14 Court GRANTED the HOA's Motion and Nationstar's limited Joinder thereto. The
15 Court set forth its reasoning in open Court and then detailed its reasoning in the
16 Findings of Fact and Conclusions of Law and Judgment thereon, which were filed
17 on or about April 17, 2019 ("FFCL"). Notice of Entry was filed on April 18, 2019.

18 8. In its ruling on the HOA's Motion for Summary Judgment, the Court
19 expressly found that "the totality of the facts evidence that the HOA properly
20 followed the process and procedures in foreclosing upon the Property." See
21 *FFCL filed on April 17, 2019, page 9, lines 5-6*. The Court, therefore, granted the
22
23
24

25 ⁵ That same month Nationstar, Opportunity Homes, and F. Bonderant filed a Stipulation to
26 Dismiss with respect to their claims vis a vis each other. The parties also filed a Stipulation to
27 Reform the Caption.

1 HOA's Motion for Summary Judgment as to the Hansen Trust's claim against the
2 HOA for Quiet Title and Equitable Relief in seeking to void the HOA foreclosure
3 sale. See FFCL filed on April 17, 2019.

4
5 9. On April 23, 2019, at the hearing for Nationstar's Motion for
6 Summary Judgment, the Court was informed that the only parties remaining in
7 the case due to rulings and resolutions were Counterclaimant Hansen Trust, the
8 Stokes on behalf of Jimijack and Lee d/b/a F. Bondurant. The Court was
9 informed that prior captions had incorrectly set forth that Ms. Tobin was a party in
10 her individual capacity. The Court was further informed and shown that
11 Intervenor status had only been granted to the Hansen Trust which Ms. Tobin
12 acted in the capacity of Trustee. Ms. Tobin, according to the official record of the
13 consolidated cases, had never been granted leave to intervene as an individual.
14 In light of the fact there was a pending resolution between various entities, but
15 there were still counterclaims outstanding involving the Hansen Trust, the Pre-
16 Trial Conference set for April 25, 2019, remained on calendar so that the trial
17 could be set with respect to the remaining claims of the Hansen Trust.

18
19 10. At that same April 23rd hearing, due to the fact that Ms. Tobin had
20 filed documents on her own whilst the Trust was represented by counsel, those
21 purported pleadings filed by Ms. Tobin were considered rogue documents. Since
22 they were rogue documents, they were stricken in accordance with the rules.

23
24 11. On April 29, 2019, the Hansen Trust filed a Motion for
25 Reconsideration of the Court's ruling on the HOA's Motion for Summary
26

1 Judgment. The hearing on the Motion was held on May 29, 2019. After full oral
2 argument and a review of the pleadings, the Motion was denied.⁶ On May 30,
3 2019, the Court entered its Order Denying the Hansen Trust's Motion for
4 Reconsideration of its ruling granting Summary Judgment in favor of the HOA.
5 The denial was based both on procedural and substantive grounds. The Order
6 Denying the Motion for Reconsideration was filed on May 31, 2019, and the
7 Notice of Entry of same was filed on May 31, 2019.
8

9 12. On June 5, 2019, the Bench Trial commenced. Ms. Tobin testified
10 on behalf of Counterclaimant. Counterclaimant did not call any other witnesses.
11 After a full trial on the merits of the case, and taking into account the evidence
12 the Court can take into account, the Court finds that Counterclaimant did not
13 meet her burden by a preponderance of the evidence on any of her claims for
14 Quiet Title and Equitable Relief, Fraudulent Reconveyance, Unjust Enrichment,
15 Civil Conspiracy and Injunctive Relief as alleged against Jimijack.
16

17 8. After a full trial on the merits of the case, and taking into account
18 the evidence the Court can take into account, the Court further finds that
19 Counterclaimant did not meet her burden by a preponderance of the evidence on
20 any of her claims for Fraudulent Conveyance, Quiet Title and Equitable Relief
21 and Civil Conspiracy against Lee on behalf of F. Bonderant.
22

23 **CONCLUSIONS OF LAW**
24

25 ⁶ At that hearing, the Court again reminded Ms. Tobin and her counsel that it was not proper for
26 Ms. Tobin, who was represented by counsel, to file documents on her own and also that her role
in the consolidated cases was as Trustee for the Hansen Trust consistent with the Court's ruling
in 2017 on the Motion to Intervene.
27

1 1. NRS Chapter 116 specifically authorizes a homeowners'
2 association to foreclose on the entirety of its delinquent assessment lien against
3 the homeowner. See *NRS 116.31162-116.31168*. In this case, the Court has
4 found that the HOA complied with the statutes, all required notices were
5 provided, there was a default when the power of sale was exercised, and the
6 HOA had the authority to foreclose upon the Subject Property. See *FFCL filed*
7 *on April 17, 2019*. Thus, pursuant to NRS Chapter 116, any and all rights and
8 interests the Hansen Trust had in the Subject Property was divested and
9 extinguished at the time of the HOA foreclosure sale.

11 2. "A valid and final judgment on a claim precludes a second action
12 on that claim or any part of it." *Univ. of Nev. v. Tarkanian*, 110 Nev. 581, 599
13 (1994). Claim preclusion applies when: "(1) the parties or their privies are the
14 same; (2) the final judgment is valid; and (3) the subsequent action is based on
15 the same claims or any part of them that were or could have been brought in the
16 first case." *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1054 (2008). The
17 Hansen Trust's claim for Quiet Title/Equitable Relief in seeking to void the HOA
18 sale was fully adjudicated by the Court pursuant to the HOA's Motion for
19 Summary Judgment wherein the Court entered its FFCL, which was filed on
20 April 17, 2019. The Hansen Trust, therefore, cannot re-litigate the same claim or
21 any part thereof. The other claims also fail as they request the Court make a
22 ruling inconsistent with its ruling on the Motion for Summary Judgment.

25 3. "The doctrine of the law of the case cannot be avoided by a more
26

1 detailed and precisely focused argument subsequently made after reflection
2 upon the previous proceedings." *Hall v. State*, 91 Nev. 314, 316, 535 P.2d 797,
3 799 (1975). The Court's FFCL granting Summary Judgment in favor of the HOA
4 that was filed on April 17, 2019, is the law of the case as to the Hansen Trust's
5 claim for Quiet Title and Equitable Relief in seeking to void the HOA sale. The
6 Hansen Trust, therefore, cannot avoid the doctrine of the law of the case which
7 not only precludes its Quiet Title and Equitable Relief claims but since its other
8 claims against Jimjack and Lee and contingent upon a finding in its favor on the
9 quiet title claim or the premises upon which it is built, those claims fail as well.
10

11 4. In addition to the claims already being precluded given there is
12 both issue preclusion through law of the case, in the present matter, the Court
13 had also denied the Counterclaimant's Motion for Reconsideration shortly before
14 the trial commenced. Thus, the Court had already reviewed its decision both
15 procedurally and substantively. Accordingly, the law of the case in the present
16 action would apply for the independent reason that the underlying decision had
17 already been reviewed and re-affirmed by the Court.
18

19 5. Even if Counterclaimant could try to contend that any of its claims
20 were not barred by issue and claim preclusion, then Counterclaimant's claims all
21 still fail as it failed to meet its burden of proof on any of its claims. Specifically,
22 Ms. Tobin as Trustee for the Hansen Trust conceded on direct examination that
23 the house had been subject to multiple short sale potential escrows as the
24 house was in default with the lender. She also conceded that there was a late
25
26
27

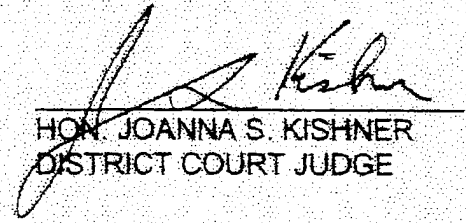
1 payment to the HOA. Thus, at least \$25.00 was owed to the HOA at some
2 point. While she disagreed whether the HOA could assess the charges that she
3 asserted were added to the Hansen Trust account as a result of the Hansen
4 Trust's failure to pay its dues on time, she provided no evidence that the charges
5 were inaccurate or impermissible. She also testified that she received a Notice
6 of Foreclosure Sale on the property. She failed to identify any individuals with
7 whom the Hansen Trust had a contract with or any individuals who engaged in a
8 purported conspiracy. Thus, the testimony of the Trustee of the Hansen Trust
9 demonstrated that the Hansen Trust could not meet its burden on any of the
10 claims asserted against any of the Counter-Defendants. The failure of
11 Counterclaimant to meet its burden of proof is an independent basis which
12 requires the Court to find in favor of Counter-Defendants and against
13 Counterclaimant.
14
15

16 **THEREFORE, PURSUANT TO THE ABOVE FINDINGS OF FACT AND**
17 **CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED, AND**
18 **DECREED** that Judgment shall be entered in favor of Jimijack and Lee and
19 against the Hansen Trust as to all claims alleged against them by the Hansen
20 Trust.
21


22 **IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED**
23 that the Lis Pendens recorded against the Subject Property by the Hansen Trust
24 shall be cancelled and expunged.
25
26
27
28

1 Counsel for Counter-Defendants is directed pursuant to NRCP 58 (b) and
2 (e) to file and serve Notice of Entry of the Court's findings and Judgment within
3 fourteen days hereof.

4 IT IS SO ORDERED this 24th day of June, 2019.

5
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7 
8 HON. JOANNA S. KISHNER
9 DISTRICT COURT JUDGE

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CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

CLERK OF THE COURT

JUL 12 2019

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT 3300
LAS VEGAS, NEVADA 89155

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CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of this Order was served via Electronic Service to all counsel/registered parties, pursuant to the Nevada Electronic Filing Rules, and/or served via in one or more of the following manners: fax, U.S. mail, or a copy of this Order was placed in the attorney's file located at the Regional Justice Center.

ALL PARTIES SERVED VIA E-SERVICE



TRACY L. CORDOBA-WHEELER
Judicial Executive Assistant

EXHIBIT 15

Inst #: 20190501-0003348

Fees: \$40.00

RPTT: \$0.00 Ex #: 007

05/01/2019 04:12:04 PM

Receipt #: 3699653

Requestor:

JOEL STOKES

Recorded By: VELAZN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

APN: 191-13-811-052

Recording requested by and mail

document and tax statements to:

Name: Joel A. Stokes

Address: 2763 White Sage Dr.

City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 1st day of May, 2019, by Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantor(s)"), whose address is 2763 White Sage Dr., Henderson, Nevada 89052, to Joel A. Stokes. (hereinafter "Grantee(s)") whose address is 2763 White Sage Dr., Henderson, Nevada 89052

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

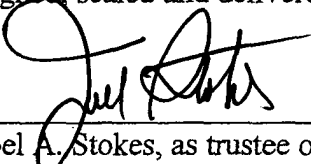
2763 White Sage Dr., Henderson, Nevada 89052

More particularly described as: APN 191-13-811-052

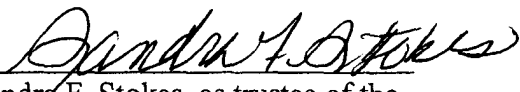
SUN CITY ANTHEM UNIT# 19, PHASE 2, PLAT BOOK 102, PAGE 80, LOT 85, BLOCK 4, CLARK COUNTY, NV

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:



Joel A. Stokes, as trustee of the
Jimijack Irrevocable Trust



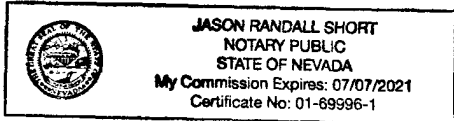
Sandra F. Stokes, as trustee of the
Jimijack Irrevocable Trust

State of Nevada)
) ss
County of Clark)

On this 1 day of May, 2019, before me, Jason Randall Short, a
notary public in and for the County of Clark, State of Nevada, did personally appear
before me the persons of Joel A. Stokes, as trustee of the Jimijack Irrevocable Trust, and Sandra
F. Stokes, as trustee of the Jimijack Irrevocable Trust, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the persons whose names are subscribed to this
Quitclaim Deed; and, acknowledged to me that they executed the same in their capacity, and that
by their signatures on this instrument did execute the same.

WITNESS my hand and official seal.

Signature: 



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. 191-13-811-052
 b. _____
 c. _____
 d. _____

2. Type of Property:
- | | |
|--|---|
| a. <input type="checkbox"/> Vacant Land | b. <input checked="" type="checkbox"/> Single Fam. Res. |
| c. <input type="checkbox"/> Condo/Twnhse | d. <input type="checkbox"/> 2-4 Plex |
| e. <input type="checkbox"/> Apt. Bldg | f. <input type="checkbox"/> Comm'/Ind'l |
| g. <input type="checkbox"/> Agricultural | h. <input type="checkbox"/> Mobile Home |
| <input type="checkbox"/> Other | |

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3.a. Total Value/Sales Price of Property \$ 406,580
 b. Deed in Lieu of Foreclosure Only (value of property (_____))
 c. Transfer Tax Value: \$ ~~406,580~~ 0
 d. Real Property Transfer Tax Due \$ 0

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption per NRS 375.090, Section 7
 b. Explain Reason for Exemption: a transfer of title from a trust without consideration to some individual

5. Partial Interest: Percentage being transferred: _____ %
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: Grantee
 Signature [Signature] Capacity: Grantor

SELLER (GRANTOR) INFORMATION
(REQUIRED)
 Print Name: Jimijack Irrevocable Trust
 Address: 2763 White Sage Dr.
 City: Henderson
 State: Nevada Zip: 89052

BUYER (GRANTEE) INFORMATION
(REQUIRED)
 Print Name: Joel A. Stokes
 Address: 2763 White Sage Dr.
 City: Henderson
 State: Nevada Zip: 89052

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: Joel A. Stokes Escrow # _____
 Address: 2763 White Sage Dr.
 City: Henderson State: Nevada Zip: 89052

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 16

Inst #: 20191227-0001345

Fees: \$40.00

RPTT: \$2575.50 Ex #:

12/27/2019 01:16:50 PM

Receipt #: 3942073

Requestor:

DRIGGS TITLE AGENCY INC.

Recorded By: MIDO Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN: 191-13-811-052

RECORDING REQUESTED BY
DRIGGS TITLE AGENCY, INC.
WHEN RECORDED RETURN TO AND
MAIL TAX BILL TO:

Brian Chiesi and Debora Chiesi
24224 16th PL SE
BOTHELL, WA 98021

Escrow No. 19-11-120779JH

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH:

That Joel A Stokes, A married man who acquired title as Joel A. Stokes

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby
Grant, Bargain, Sell and Convey to

Brian Chiesi and Debora Chiesi, husband and wife as joint tenants

All that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR
LEGAL DESCRIPTION.

SUBJECT TO:

1. Taxes paid current, rights of way, reservations, restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

WITNESS my hand this 17th day of Dec., 2019.

Joel Stokes
Joel A Stokes

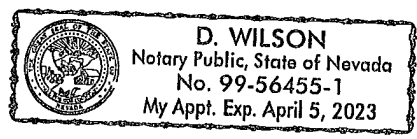
Joel A. Stokes
State of NEVADA }
County of CLARK } SS:
}

On 12-17-2019, before me the undersigned Notary Public, personally appeared Joel A Stokes, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature D. Wilson

My Commission Expires: 4-5-2023



Escrow No.: 19-11-120779JH

APN: 191-13-811-052

Exhibit "A"

Lot Eighty-Five (85) in Block Four (4) of Final Map of Sun City Anthem Unit No. 19 as shown by map thereof on file in Book 102 of Plats, page 80 in the Office of the County Recorder of Clark County, Nevada.

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s):

- a) 191-13-811-052
- b) _____
- b) _____
- b) _____

2. Type of Property:

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- Other _____

FOR RECORDERS OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

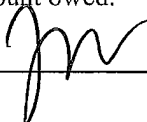
- 3. a) **Total Value/Sales Price of Property:** 505,000.00
- b) Deed in Lieu of Foreclosure Only (value of property) \$.00
- c) Transfer Tax Value: \$ 505,000.00
- d) Real Property Transfer Tax Due: \$ 2,575.50

4. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section: _____
- b) Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: 

Capacity: Agent
~~Grantor~~

Signature: _____

Capacity: Grantee

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

Print Name: Joel A Stokes
Address: 4791 Fiore Bella Blvd.
City/State/Zip: Las Vegas, NV 89135

Print Name: Brian Chiesi and Debora Chiesi
Address: 24224 16th PL SE
City/State/Zip: BOTHELL, WA 98021

COMPANY/PERSON REQUESTING RECORDING

Driggs Title Agency, Inc.
7900 West Sahara Avenue, Suite 100
Las Vegas, NV 89117-7920

Escrow No. 19-11-120779JH

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 17

Inst #: 20191227-0001346

Fees: \$40.00

12/27/2019 01:16:50 PM

Receipt #: 3942073

Requestor:

DRIGGS TITLE AGENCY INC. .

Recorded By: MIDO Pgs: 25

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Assessor's Parcel Number:

191-13-811-052

Return To:

Document Management
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Prepared By:

Donald Wierzbicki
1050 Woodward Ave
Detroit, MI 48226-1906
(313)373-0000

Recording Requested By:

See 'Return To:' Name

Mortgage Broker Name:

License Number:

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN

100039034258407727
3425840772

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "~~Security Instrument~~" means this document, which is dated December 26, 2019, together with all Riders to this document.

(B) "~~Borrower~~" is Brian Chiesi and Debora Chiesi, husband and wife

NEVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP® 4989880690
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 1 of 17



Borrower is the trustor under this Security Instrument.
(C) "Lender" is Quicken Loans Inc.

Lender is a Corporation
organized and existing under the laws of the State of Michigan
Lender's address is 1050 Woodward Ave, Detroit, MI 48226-1906

(D) "Trustee" is Old Republic National Title Insurance Company

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated December 26, 2019. The Note states that Borrower owes Lender Three Hundred Fifty Three Thousand Five Hundred and 00/100 Dollars (U.S. \$ 353,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2050.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] Legal Attached

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "~~Community Association Dues, Fees, and Assessments~~" means ~~all dues, fees, assessments and other~~ charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

NEVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
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Form 3029 1/01
VMP6A(NV) (1302).00
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(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the _____ County [Type of Recording Jurisdiction] of Clark [Name of Recording Jurisdiction]:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SUBJECT TO COVENANTS OF RECORD.

NVADA-Single Family-Fannie Mac/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP®
Wolters Kluwer Financial Services



Form 3029 1/01
VMP6A(NV) (1302).00
Page 3 of 17

Parcel ID Number: 191-13-811-052 which currently has the address of
2763 White Sage Dr [Street]
Henderson [City], Nevada 89052-7093 [Zip Code]
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower

NEVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP®
Wolters Kluwer Financial Services



Form 3029 1/01
VMP6A(NV) (1302).00
Page 4 of 17

might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can

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require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's

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right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination of certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under

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Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to,

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entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the

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amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this ~~Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the~~ terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in

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writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any ~~Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of~~ any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to

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acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 900

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.
Witnesses:

Brian Chiesi 12/26/2019 (Seal)
-Borrower

Debora Chiesi 12/26/2019 (Seal)
-Borrower

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

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STATE OF ~~NEVADA~~
COUNTY OF ~~CLARK~~

WA
King

This instrument was acknowledged before me on
Brian Chiesi and Debora Chiesi

December 26, 2019

by

CHRISTIAN SANTIAGO
NOTARY PUBLIC
KING COUNTY, WASHINGTON
COMMISSION # 185027
Expires: 3/15/2020



Christian Santiago

Mail Tax Statements To: Brian Chiesi
24224 16th Pl SE
Bothell, WA 98021-8876

Loan origination organization Quicken Loans Inc.
NMLS ID 3030
Loan originator Drew Michael
NMLS ID 999056

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1-4 Family Rider
(Assignment of Rents)

3425840772

THIS 1-4 FAMILY RIDER is made this 26th day of December, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Quicken Loans Inc.

"Lender") of the same date and covering the Property described in the Security Instrument and located at:

2763 White Sage Dr
Henderson, NV 89052-7093
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

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- C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.
- E. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
- F. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph F, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- G. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and

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profits derived from the Property without any showing as to the inadequacy of the Property as security.

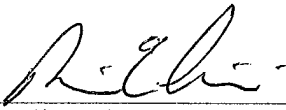
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

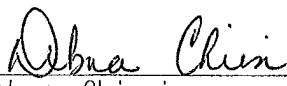
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

H. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



Brian Chiesi 12/26/2019 (Seal)
-Borrower



Debora Chiesi 12/26/2019 (Seal)
-Borrower

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(Seal)
-Borrower

(Seal)
-Borrower

Refer to the attached *Signature Addendum* for additional parties and signatures.

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MERS MIN: 100039034258407727

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26th day of December, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Quicken Loans Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2763 White Sage Dr
Henderson, NV 89052-7093
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in CC & R's as amended from time to time

(the "Declaration"). The Property is a part of a planned unit development known as Sun City Anthem Unit #19 Phase

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

~~PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:~~

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.



MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

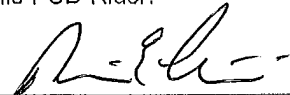
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.



12/26/2019 (Seal)
Brian Chiesi -Borrower



12/26/2019 (Seal)
Debora Chiesi -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



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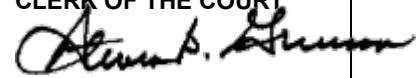
MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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Escrow No.: 19-11-120779JH

APN: 191-13-811-052

Exhibit "A"

Lot Eighty-Five (85) in Block Four (4) of Final Map of Sun City Anthem Unit No. 19 as shown by map thereof on file in Book 102 of Plats, page 80 in the Office of the County Recorder of Clark County, Nevada.



1 JOHN W. THOMSON, ESQ.
2 Nevada Bar No. 5802
3 THOMSON LAW PC
4 2450 St. Rose Parkway, Suite 120
5 Henderson, NV 89074
6 (702) 478-8282 Telephone
7 (702) 541-9500 Facsimile
8 Email: johnwthomson@ymail.com
9 Attorney for Plaintiff Nona Tobin

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 NONA TOBIN, an Individual
10
11 Plaintiff,

12 vs.

13 BRIAN CHIESTI, an individual; DEBORA
14 CHIESTI, an individual; QUICKEN LOANS
15 INC.; JOEL A. STOKES, an individual;
16 JOEL A. STOKES and SANDRA STOKES
17 as Trustees of JIMI JACK IRREVOCABLE
18 TRUST; JIMI JACK IRREVOCABLE
19 TRUST; NATIONSTAR MORTGAGE LLC;
20 RED ROCK FINANCIAL SERVICES;
21 DOES I through X inclusive; and ROE
22 CORPORATIONS I through V, inclusive

23 Defendants.

Case No.: A-19-799890-C
Dept No.: 22

**OPPOSITION TO MOTION TO
DISMISS AND TO JOINDERS
THERE TO**

**Hearing Date: August 11, 2020
Hearing Time: 8:30 AM**

21 Comes now, Plaintiff NONA TOBIN, AN INDIVIDUAL, (hereinafter "Plaintiff" or
22 "Tobin"), by and through her attorney of record, Thomson Law PC, through attorney John W.
23 Thomson, Esq., and hereby submits her Opposition to defendant Red Rock Financial
24 Services' (hereinafter "Red Rock") Motion to Dismiss and Opposition to the Joinders to the
25 Motion to Dismiss filed by all other defendants.
26
27
28

1 This motion is based on the attached Memorandum of Points and Authorities, the
2 pleadings and papers on file in this case, and any oral arguments made at the time of hearing on
3 this matter.

4 Dated this 20th day of July, 2020.

6 THOMSON LAW PC

7 */s/ John W. Thomson*

8 JOHN W. THOMSON, ESQ.

9 Nevada Bar No. 5802

10 2450 St. Rose Parkway, Suite 120

11 Henderson, Nevada 89074

Attorney for Plaintiff Nona Tobin

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 **INTRODUCTION**

14 Tobin, as an individual, asserts that the real property commonly known as the 2763 White
15 Sage Drive, Henderson, NV (herein “subject property”) belongs to her and seeks a declaration
16 from the Court that the actions, and inactions, leading to the foreclosure of the real property,
17 were wrongful and that Tobin is the sole owner of the real property. Specifically, the HOA, Sun
18 City Anthem Community Association, Inc. (hereinafter “SCA”), with the aid of Red Rock
19 Financial Services (herein “Red Rock”), sold the subject property for almost \$300,000 less than a
20 contemporary offer, when only \$2000 in delinquent assessments and about \$3,000 in
21 questionable fees were demanded by Red Rock that had not been paid out of the escrow for a
22 5/8/14 auction.com sale.. Red Rock has kept, for over 5 years, the excess proceeds that belong to
23 Tobin, despite representing that it had deposited the funds with the court. In fact, a check was
24 made to the district court by Red Rock in 2014 for the excess proceeds, but evidentially and
25 inexplicitly never tendered. Tobin was precluded by the district court, and subsequently the
26
27
28

1 Nevada Supreme Court, from asserting her claims as an individual in the prior litigation. The
2 court's refusal to allow her to appear as an individual and to assert claims in that actions
3 necessitate the instant action.

4 Because Nona was not a plaintiff in the prior action, and the other parties and defendants
5 here opposed her inclusion as a party, they cannot now assert that Nona had a full and fair
6 opportunity to litigate her claims. Nona is not precluded from bringing her claims and the Motion
7 to Dismiss and Joinders must be denied.
8

9 **FACTS**

10 Nona vigorously attempted to have her individual claims and arguments heard in District
11 Court Case No. A-15720032-C (hereinafter "prior litigation"), but the defendants opposed her
12 inclusion (a true and correct copy of the Order Granting Nona Tobin's Motion to Intervene on
13 Jan. 11, 2017, is attached hereto as **Exhibit 1**). Although the Motion to Intervene was granted,
14 the District Court, after three and half years, did not recognize Nona Tobin an individual as a
15 party to the litigation but only in her capacity as trustee of the Gordon B. Hansen Trust (a true
16 and correct copy of the June 3, 2019 minutes in the prior litigation are attached hereto and
17 incorporated herein by reference as **Exhibit 2**).
18

19 Specifically, this hearing was the calendar call for the upcoming bench trial and the notes
20 state: "Court clarified there is nothing in the record that shows Ms. Tobin as an individual, the
21 Court had asked Mr. Mushkin about this at the last hearing, the intervention motion was granted
22 back in 2016 as Tobin trustee on behalf of the trust, there is nothing in the record that allowed
23 Ms. Tobin to come in as an individual..." *Id.* On 4/7/17 the court denied the HOA's motion to
24 dismiss Nona Tobin as an individual for not having an attorney The HOA did not include this in
25 the order until 9/20/19.
26
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1 Nona tried to assert her claims at the bench trial and was not allowed (see the 11/22/19
2 Notice of Findings of Fact, Conclusions of Law and Order entered by the District Court in the
3 prior litigation, attached hereto and incorporated herein by reference as **Exhibit 3**). Under the
4 Findings of Fact section, the Court ruled: “1. Nona Tobin, an individual, is not, and has never
5 been, a party to this case.” *Id.*, page 3, line 2. Further, the Court found in paragraph 4: “Despite
6 pronouncements from the Court regarding Nona Tobin’s status as a non-party in this matter, all
7 parties to the case have perpetuated confusion as to Nona Tobin’s status as a party by continuing
8 to make reference to Nona Tobin, as an individual, as a party to the case.” *Id.*, at lines 7-10.
9

10 In the Conclusions of Law section, the District Court ordered: “Because she is not now,
11 nor has she ever been, as a party to the case, Nona Tobin is not authorized to file anything with
12 this court in her individual capacity.” *Id.*, page 4, lines 3-4. All of her documents, evidence and
13 Motions filed by Nona in her individual capacity were stricken from the record as rogue
14 documents. *Id.*, lines 8-28, and page 5, lines 2-8. These stricken documents included several
15 motions for summary judgment, a motion to vacate the HOA MSJ and NSM joinder, a motion
16 for a new trial, and a motion to dismiss for lack of jurisdiction for the prevailing parties lack of
17 compliance with NRD 38.310(2) and hundreds of pages of evidence supported by sworn
18 affidavits.
19

20
21 Nona appealed, as an individual, the 11/22/19 (**Exhibit 3**) Order to the Nevada Supreme
22 Court but her appeal was dismissed because she was “not a party to this appeal and this court
23 lacks jurisdiction to address her claims as an individual.” (a true and correct copy of the Order
24 entered on April 30, 2020 by the Nevada Supreme Court is attached hereto and incorporated
25 herein by reference as **Exhibit 4**). Nona argued in the appeal that she did have standing to appeal
26 because she was, or should have been, included as an individual in the prior litigation, but the
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1 Court disagreed (a true and correct copy of Nona’s Response to Order to Show Cause filed
2 March 3, 2020, is attached hereto and incorporated herein by reference as **Exhibit 5**). See also
3 **Exhibit 4**.

4
5 Nationstar Mortgage and Jimijack Irrevocable Trust, defendants herein filing a Joinder to
6 the present Motion to Dismiss, and SCA filed a joint reply to the Order to Show Cause, arguing
7 that Nona was never a party to the underlying litigation (a true and correct copy of the
8 Respondents’ Joint Reply to the Order to Show Cause filed on March 30, 2020, with their
9 exhibits, are attached hereto and incorporated herein by reference as **Exhibit 6**). The same
10 defendants now want to preclude Nona from litigating her claims, saying that the issues have
11 already been decided, despite the fact that they prevented and acknowledged the fact that Nona
12 never was a party to the underlying case, and never had the opportunity to litigate.

13
14 It is undisputed that Nona, as an individual, was not a party plaintiff to the underlying
15 litigation, and that Red Rock, Joel Stokes as an individual, the Chiesi’s and Quicken Loans were
16 not defendant parties to the underlying litigation. Fairness requires Nona have her day in court.

17 **LEGAL ARGUMENT**

18
19 A motion to dismiss for failure to state a claim should not be granted unless it appears
20 **beyond a doubt** that plaintiff is entitled to **no relief under any set of facts that could be**
21 **proved** in support of the claim. See, *Buzz Stew, LLC*, 124 Nev. at 228, 181 P.3d at 672
22 (emphasis added); *Stockmeier v Nevada Dep’t of Corr.*, 124 Nev. 313, 316, 183 P.3d 133, 135
23 (2008); *Pankopf v. Peterson*, 124 Nev. 43, 175 P.3d 910, 912 (2008).

24
25 When ruling on a NRCP 12(b)(5) motion, a court must accept the allegations of the
26 complaint as true, and draw all inferences in favor of the non-moving party. *Buzz Stew*, at 228,
27 181 P.3d at 672; *Seput v. Lacayo*, 122 Nev. 499, 501, 134 P.3d 733, 734 (2006).

1 In the event that an amendment to the complaint will cure any defect thereto, including
2 joining SCA as a party, and including facts stated herein that could be included in the
3 amendment, Nona requests leave of court to amend her First Amended Complaint. This is based
4 on Nevada's strong policy to have cases heard on their merits.
5

6 **Claim Preclusion Does Not Apply.**

7 Defendants argue that Nona's claims are barred because the initial suit was based on the
8 same set of facts. Despite many different facts, including allegations occurring after the end of
9 the prior lawsuit, the parties are not the same. Nona Tobin, an individual, was not a party to the
10 first suit (see **Exhibits 2-6**). The doctrine of claim preclusion is meant "to obtain finality by
11 preventing a party from filing another suit that is based on the same set of facts that were present
12 in the initial suit." *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1054, 194 P.3d 709, 712
13 (2008). Nona is not filing "another suit" because she was not allowed to make any claims
14 individually in the initial suit (see **Exhibits 1-6**). The *Weddell* case cited by the defendants only
15 applies to new defendants that should have been included as defendants in the prior suit. *Weddell*
16 *v. Sharp*, 131 Nev. Adv. Op. 28, 350 P.3d 80, 86 (2015). Nona is a plaintiff who tried to bring
17 her claims but the defendants resisted here efforts. It is disingenuous to actively oppose Nona an
18 individual from pursuing her claims, and then when she asserts them, argue that she had the
19 chance to litigate and is now precluded.
20
21

22 Because Nona is a plaintiff and new party with new claims and different facts from the
23 prior litigation, the doctrine of claim preclusion does not apply. Alternatively, the factors for
24 nonmutual claim preclusion, with the burden of proof on the defendants, has not been met. Issue
25 and claim preclusion do not apply when a party does not have a full and fair opportunity to
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1 litigate. *Thompson v. City of North Las Vegas*, 833 P.2d 1132, 1134-35, 108 Nev. 435, 439-40
2 (1992).

3 First, there must be a **valid** final judgment. The district court in the 2015 case and the
4 Supreme Court of Nevada affirmed that Nona, an individual, was not a party to the underlying
5 case, so the judgment does not apply to her or her claims. In addition, there are different parties
6 and claims based on facts that arose after the judgment in the underlying case. Nona did not have
7 a full and fair opportunity to litigate her individual claims to the subject property and excess
8 proceeds. “The doctrine of collateral estoppel is based upon the sound public policy of limiting
9 litigation by preventing a party who had one full and fair opportunity to litigate an issue from
10 again drawing it into controversy.” *Thompson v. City of North Las Vegas*, 833 P.2d 1132, 1134-
11 35, 108 Nev. 435, 439-40 (1992), citing *Bernhard v. Bank of America Nat. Trust & Sav. Ass'n*,
12 19 Cal.2d 807, 122 P.2d 892, 894 (1942). “Again, accepting as true the allegations contained in
13 appellants' affidavits, appellants, as a matter of law, simply did not have a full and fair
14 opportunity to litigate the ownership of the parcel...”. *Thompson v. City of North Las Vegas*, 833
15 P.2d 1132, 108 Nev. 435 (Nev. 1992). In this case, the plaintiff lost title to property by not
16 participating as a litigant. After filing a lawsuit to quiet title, the defendant argued estoppel and
17 waiver. The Nevada Supreme Court reversed the district court’s ruling granting the defendant’s
18 NRCP 12(b)(5) motion to dismiss. The case was remanded for trial on the merits. *Id.*

19 Likewise, Nona tried to intervene as an individual. The parties and the lawyers thought
20 Nona was in the underlying case as an individual. Only on the eve of trial at the calendar call did
21 Nona discover that she was not involved in the case as an individual (see **Exhibit 2**). Nona tried
22 to present evidence at the trial and filed motions to assert her claims but the defendants and the
23 court would not allow it. Nona appealed the decisions made in the prior case but the Nevada
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1 Supreme Court ruled she did not have standing to appeal because she was not a party to the
2 litigation. The defendants cannot now argue that Nona is bringing claims that she could have
3 brought in the underlying action.

4
5 Second, the defendants must prove that this action is based on the same claims or that
6 they could have been brought in the first action. Nona could not have brought the claims because
7 many are based on new facts, and also because the court and the defendants, some of which are
8 the same, denied her that right.

9
10 Third, the defendants have not shown conclusively that the parties are the same in the
11 instant lawsuit. Therefore, the three factors outlined in the *Weddell* case have not been met.

12 **Judicial Estoppel Does Not Preclude Nona From Bringing the Present Claims**

13 Nona Tobin was not a party-plaintiff in the underlying case so she cannot be precluded
14 from asserting her claims here. In addition, alternative pleading is always allowed by the Nevada
15 Courts, see NRCPP 8(d)(3): “**Inconsistent Claims or Defenses.** A party may state as many
16 separate claims or defenses as it has, regardless of consistency.” Further, “inconsistent
17 allegations in alternative claims cannot be used as admissions.” *Mallin v. Farmers Ins.*
18 *Exchange*, 839 P.2d 105, 108 Nev. 788 (Nev. 1992), *Trans W. Leasing Corp. v. Corrao Constr.*
19 *Co.*, 98 Nev. 445, 448, 652 P.2d 1181, 1183 (1982); *Auto Fair, Inc. v. Spiegelman*, 92 Nev. 656,
20 658, 557 P.2d 273, 275 (1976). *Mallin v. Farmers Ins. Exchange*, 839 P.2d 105, 108 Nev. 788
21 (Nev. 1992).

22 **Nona Has Standing.**

23
24 To maintain a suit in Nevada, Nona must be the real party in interest. NRCPP 17(a). A real
25 party in interest is a party who possesses the right to enforce the claim and has a significant
26 interest in the litigation. *Arguello v. Sunset Station, Inc.*, 127 Nev. 365, 252 P.3d 206, 208
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1 (2011). Nona, as trustee, on March 28, 2017, closed the insolvent trust and transferred title to
2 herself individually, after she had become the sole beneficiary of the trust when the other
3 beneficiary relinquished all rights (see First Amended Complaint). Despite this fact, the court
4 and the defendants did not allow Nona to enter the case as an individual. If they had, all of the
5 claims might have been resolved at trial. Instead, her claims survived and she has a right to bring
6 them here.
7

8 As an individual, Nona is also the sole claim holder the excess proceeds funds held by
9 Red Rock for over five years. Through no fault of her own, Nona was excluded from bringing
10 her individual claims in the prior suit. If the defendants did not want a second lawsuit, they
11 should have insured, instead of prohibited, that Nona was allowed to litigate her claims.
12

13 **The Unjust Enrichment Claim Is Not Time Barred and Has Been Properly Pled.**

14 The same arguments about Nona not being a plaintiff in the earlier case apply here. In
15 addition, Red Rock promised, and had a duty, to interplead the funds from the excess proceeds of
16 sale immediately, and not wait over five years. For some undisclosed reason, Red Rock waited to
17 deposit the funds with the court, and still hasn't done so. Red Rock's actions are ongoing as they
18 promised to interplead but have not. Because Red Rock decided to retain the excess funds
19 unjustly, their harm is ongoing and the statute of limitations has not run. The statute of limitation
20 for unjust enrichment does not begin to run until Nona discovers that Red Rock has no intention
21 of paying her the excess proceed, or to refuse to interplead the funds. *Nanyah Vegas, LLC v.*
22 *Rogich* (Nev. 2016) Since Red Rock previously promised to interplead (in fact it affirmed that it
23 already had), the statute of limitations has not run. When a fiduciary "fails to fulfill his
24 obligations" and keeps that failure hidden, the statute of limitations will not begin to run until the
25 failure of the fiduciary is "discovered, or should have been discovered, by the injured party."
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1 *Golden Nugget, Inc. v. Ham*, 95 Nev. 45, 48–49, 589 P.2d 173, 175 (1979). “Mere disclosure of
2 a transaction by a director, without disclosure of the circumstances surrounding the transaction,
3 is not sufficient, as a matter of law, to commence the running of the statute.” *Id.* at 48, 589 P.2d
4 at 175. *In re Amerco Derivative Litig., Glenbrook Capital Ltd. P'ship*, 252 P.3d 681, 127 Nev.
5 Adv. Op. 17 (Nev. 2011).

7 **Quiet Title and Declaratory Relief Are Proper Claims.**

8 Red Rock argues that it should have been included as a party-defendant in the prior
9 litigation, but then later maintains that the Quiet Title and Declaratory Relief causes of action do
10 not apply to it because it has no interest in the subject property. Red Rock cannot have it both
11 way; either it was a necessary party then or it is now. In order to get full relief, all the parties
12 named must be included in this lawsuit.

14 All of the parties are properly before this Court because Nona never had her day in court;
15 she, as a plaintiff, was denied the opportunity to fully and fairly litigate her interest. Specifically,
16 and additionally, Red Rock is also a proper party because it wrongfully retained the excess
17 proceeds from the sale of the subject property for over five years, and facilitated the wrongful
18 foreclosure sale. The Chiesi’s, the Jimijack defendants, and Quicken Loans are proper parties
19 because the actions complained of in the First Amended Complaint took place after the
20 underlying litigation; specifically, they ignored the lis pendens filed against the property and
21 Nona cannot recover without addressing their claims to title and secured interest in the subject
22 property.
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1 **CONCLUSION**

2 Nona Tobin never received her day in court. Her claims were not fully and fairly
3 litigated. As such, the Motion to Dismiss and the Joinders thereto should be denied.
4

5 Dated this 20th day of July 2020,

6 THOMSON LAW PC
7 */s/John W. Thomson*
8 JOHN W. THOMSON, ESQ.
9 Nevada Bar No. 5802
10 2450 St. Rose Parkway, Suite 120
11 Henderson, Nevada 89074
12 *Attorney for Plaintiff Nona Tobin*
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1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 20th day of July, 2020, I mailed a copy of the
3 foregoing **OPPOSITION TO MOTION TO DISMISS AND TO JOINDERS** to be served
4 electronically to all parties of interest through Wiznet, the Eighth Judicial Court’s electronic
5 filing system.
6

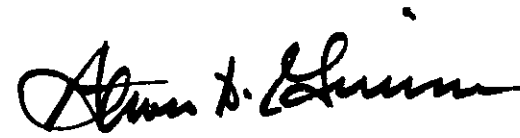
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8 */s/ Annette Cooper* _____
9 An Employee of John W. Thomson, Esq.
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Exhibit 1

EXHIBIT 1

**Order Granting Applicant Nona Tobin's
Motion to Intervene
(Filed January 11, 2017)**

EXHIBIT 1



CLERK OF THE COURT

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ORDR
NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in-Intervention, Cross-Claimant, Counter-Claimant
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES,
as trustees of the JIMIACK IRREVOCABLE
TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
INC.; DOES 1 through X and ROE
BUSINESS ENTITIES 1 through 10, inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counter-Claimant,

vs.

JIMIACK IRREVOCABLE TRUST;
OPPORTUNITY HOMES, LLC, a Nevada
limited liability company; F. BONDURANT,
LLC, a Nevada limited liability company;
DOES I X, ROE CORPORATIONS XI XX,
inclusive,

Counter-Defendants

Case No.: A-15-720032-C

Dept. No.: XXXI

**ORDER GRANTING APPLICANT
NONA TOBIN'S MOTION TO
INTERVENE**

Hearing date: December 20, 2016

Hearing time: 9:00 a.m.



1 This matter came for hearing before the Court on December 20, 2016, at 9:00 AM.
2 Applicant/Intervening Defendant/Counter-Claimant Nona Tobin, Trustee of the Gordon
3 B. Hansen Trust, appeared in Proper Person while Plaintiffs/Counter-Defendants, Joel
4 A. Stokes and Sandra F, Stokes, as Trustees of the Jimijack Irrevocable Trust, were represented
5 by Joseph Y. Hong, Esq., of Hong & Hong, a Professional Law Corporation.

6 The motion to Intervene and Notice of Hearing was electronically served to all parties
7 included on the Wiz-net E-file Master Service list for the consolidated cases. Plaintiff/Counter-
8 Defendant Nationstar Mortgage, LLC, received e-service through their Counsel, Wright, Finlay
9 & Zak, LLP, but no appearance at the hearing was made on behalf of Nationstar Mortgage,
10 LLC.

11 The Court, having considered the pleadings and papers on file and heard the arguments
12 of the parties present at the hearing, and for good cause appearing, hereby rules as follows:

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Applicant
14 Nona Tobin's Motion to Intervene into consolidated cases No. A-15-720032-C and
15 A-16-730078-C, of which Case No. A-15-720032-C serves as the main case is GRANTED.

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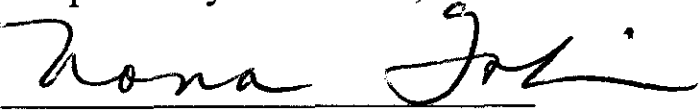
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Applicant Nona

Tobin shall file her Counter-Claim(s) and Cross-Claim(s) ~~on or before January~~ ^{within twenty (20) days} ~~2017~~ _{hereof.}

~~Any Cross-Claim Ms. Tobin may file against Nationstar Mortgage, LLC, may be filed no later than twenty (20) days following a determination by this Court to void the disputed foreclosure sale for delinquent HOA assessments.~~

IT IS SO ORDERED this 10 day of Jan, 2017.


JOANNA S. KISHNER
DISTRICT COURT JUDGE

Respectfully submitted,

NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
Defendant-in-Intervention/Counter-Claimant
In Proper Person

Approved as to form and content,
HONG & HONG, A PROFESSIONAL
LAW CORPORATION

Joseph Y. Hong, Esq.
Nevada Bar No. 5995
10781 W. Twain Avenue
Las Vegas, NV 89135
Attorney for Plaintiff/Counter-Defendant,
Joel A. and Sandra F. Stokes, as trustees
of Jimijack Irrevocable Trust

Approved as to form and content,
WRIGHT, FINLAY & ZAK, LLP

Edgar C. Smith, Esq.
Nevada Bar. No. 05506
7785 West Sahara Ave., Suite 200
Las Vegas, NV 89135
Attorney for Counter-Defendant,
Nationstar Mortgage, LLC

Exhibit 2

EXHIBIT 2

**Court Minutes
(Calendar Call; June 3, 2019)**

EXHIBIT 2

R. 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**

RELATED CASE INFORMATION

Related Cases
A-16-730078-C (Companion Case)

PARTY INFORMATION

Counter Claimant	Gordon B. Hansen Trust Dated 8/22/08	Lead Attorneys
Counter Claimant	Nationstar Mortgage, LLC	Melanie D. Morgan <i>Retained</i> 702-634-5000(W)
Counter Claimant	Tobin, Nona	Pro Se
Counter Defendant	Stokes, Joel A	Joseph Y. Hong <i>Retained</i> 702-870-1777(W)
Counter Defendant	Stokes, Sandra F	Joseph Y. Hong <i>Retained</i> 702-870-1777(W)
Cross Claimant	Gordon B. Hansen Trust Dated 8/22/08	
Cross Claimant	Tobin, Nona	Pro Se
Cross Defendant	Lee, Yuen K.	
Cross Defendant	Sun City Anthem Community Association Inc	David A. Clark <i>Retained</i> 7023822200(W)
Defendant	Bank of America NA	Dana J. Nitz <i>Retained</i> 702-475-7964(W)
Defendant	Sun City Anthem Community Association Inc	David A. Clark <i>Retained</i> 7023822200(W)

Plaintiff JimiJack Irrevocable Trust**Joseph Y. Hong**
Retained
702-870-1777(W)

EVENTS ORDERS OF THE COURT

06/03/2019 **Calendar Call** (8:45 AM) (Judicial Officer Kishner, Joanna S.)**Minutes**

05/21/2019 9:00 AM

05/23/2019 3:30 PM

06/03/2019 8:45 AM

- Parties made appearances; and Mr. Coppedge identified Ms. Tobin as an individual. Court clarified there is nothing in the record that shows Ms. Tobin as an individual, the Court had asked Mr. Mushkin about this at the last hearing, the intervention motion was granted back in 2016 as Tobin trustee on behalf of the trust, there is nothing in the record that allowed Ms. Tobin to come in as an individual, and a trustee has to be represented by counsel. Court addressed the caption issue and history of the case, including the ruling made at the prior hearing. Upon Court's inquiry about whether a Rule 2.67 conference was held, Mr. Coppedge stated this occurred two weeks ago, telephonically, and he does not have an exact date. Mr. Hong noted he spoke with opposing counsel telephonically, and will not be providing witnesses or documents. Court noted there was a Joint Case Conference Report filed and an Individual Case Conference Report filed. Statements by counsel. Court addressed the procedural aspects of the case; and determined non-compliance by the parties under EDCR 2.67, EDCR 2.68, and EDCR 2.69 or NRCP 16.1 (a) (3); and no pre-trial memorandums were filed, no joint pre-trial memorandums were filed, and there were no pre-trial disclosures. Parties did not provide trial exhibits. Court stated neither side can provide documents or witnesses at trial. Trial schedule was provided to the parties by Court, orally. COURT ORDERED, trial date SET. 6/05/19 8:30 A.M. BENCH TRIAL CLERK'S NOTE: Minutes updated to only include the trial start time for June 5, 2019. (6/04/19 sb)

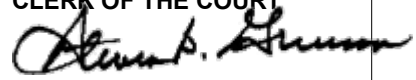
[Parties Present](#)[Return to Register of Actions](#)

Exhibit 3

EXHIBIT 3

**Notice of Entry of Findings of Fact,
Conclusions of Law and Order
(Filed November 22, 2019)**

EXHIBIT 3



1 LIPSON NEILSON P.C.
2 KALEB D. ANDERSON, ESQ.
3 Nevada Bar No. 7582
4 DAVID T. OCHOA, ESQ.
5 Nevada Bar No. 10414
6 9900 Covington Cross Drive, Suite 120
7 Las Vegas, Nevada 89144
8 (702) 382-1500 - Telephone
9 (702) 382-1512 - Facsimile
10 kanderson@lipsonneilson.com
11 dochoa@lipsonneilson.com
12 *Attorneys for Cross-Defendant*
13 *Sun City Anthem Community Association*

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DISTRICT COURT
CLARK COUNTY, NEVADA

10 JOEL STOKES and SANDRA F.
11 STOKES, as trustees of the JIMI JACK
12 IRREVOCABLE TRUST,

13 Plaintiff,

14 vs.

15 BANK OF AMERICA, N.A.; SUN CITY
16 ANTHEM COMMUNITY ASSOCIATION,
17 INC.; DOES I through X and ROE
18 BUSINESSENTITIES I through X,
19 inclusive,

20 Defendants.

21 NATIONSTAR MORTGAGE, LLC

22 Counter-Claimant,

23 vs.

24 JIMI JACK IRREVOCABLE TRUST;
25 OPPORTUNITY HOMES, LLC, a Nevada
26 limited liability company; F. BONDURANT,
27 LLC, a Nevada limited liability company;
28 DOES I through X, inclusive; and ROE
CORPORATIONS XI through XX,
inclusive,

Counter-Defendants.

NONA TOBIN, an individual, and Trustee
of the GORDON B. HANSEN TRUST.

CASE NO.: A-15-720032-C

Dept. XXXI

**NOTICE OF ENTRY OF FINDINGS OF
FACT, CONCLUSIONS OF LAW AND
ORDER**

1 Dated 8/22/08
2 Counter-Claimant,
3 vs.
4 JOEL A. STOKES and SANDRA F.
5 STOKES, as trustees of the JIMI JACK
6 IRREVOCABLE TRUST,
7 Counter-Defendants.
8
9 NONA TOBIN, an individual, and Trustee
10 of the GORDON B. HANSEN TRUST.
11 Dated 8/22/08
12 Cross-Claimant,
13 vs.
14 SUN CITY ANTHEM COMMUNITY
15 ASSOCIATION, INC., DOES 1-10, AND
16 ROE CORPORATIONS 1-10, inclusive,
17 Counter-Defendants.
18
19 NONA TOBIN, an individual, and Trustee
20 of the GORDON B. HANSEN TRUST.
21 Dated 8/22/08
22 Cross-Claimant,
23 vs.
24 OPPORTUNITY HOMES, LLC, THOMAS
25 LUCAS, Manager,
26 Counter-Defendant.
27
28 NONA TOBIN, an individual, and Trustee
of the GORDON B. HANSEN TRUST.
Dated 8/22/08
Cross-Claimant,
vs.
YUEN K. LEE, an Individual, d/b/a
Manager, F. BONDURANT, LLC,
Counter-Defendant.

Lipson Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

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NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Please take notice that the Findings of Fact, Conclusions of Law and Order was filed with this court on the 22nd day of November, 2019, a copy of which is hereto attached as Exhibit "A".

Dated this 22nd day of November, 2019.

LIPSON NEILSON P.C.

/s/ DAVID OCHOA

BY: _____
KALEB ANDERSON, ESQ. (NV Bar No. 7582)
DAVID T. OCHOA, ESQ. (NV Bar No. 10414)
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
*Attorneys for Defendant SUN CITY ANTHEM
COMMUNITY ASSOCIATION*

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of November, 2019, service of the foregoing
NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER
to the Clerk's Office using the Odyssey E-File & Serve System for filing and transmittal
to the following Odyssey E-File & Serve registrants:

Melanie D Morgan, Esq.
Donna Wittig, Esq.
AKERMAN LLP
1635 Village Center Circle Ste. 200
Las Vegas, NV 89134

Attorneys for Defendants

Joseph Y. Hong, Esq.
HONG & HONG
1980 Festival Plaza Dr., Suite 650
Las Vegas, NV 89135

Attorneys for Plaintiff

David R. Koch
Steven B. Scow
KOCH & SCOW LLC
11500 S. Eastern Ave. Suite 210
Henderson, NV 89052

*Attorneys for Cross-Defendant Red Rock
Financial Services, LLC*

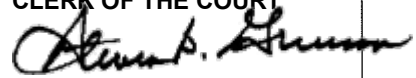
Joe Coppedge, Esq.
Michael R. Mushkin & Associates, P.C.
4475 S. Pecos Road
Las Vegas, NV 89121

*Attorney for Nona Tobin an individual and
Trustee of the Gordon B. Hansen Trust,
dated 8/22/25*

/s/ Juan Cerezo

An Employee of LIPSON NEILSON P.C.

EXHIBIT “A”



1 LIPSON NEILSON, P.C.
2 KALEB D. ANDERSON, ESQ.
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10 kanderson@lipsonneilson.com
11 dochoa@lipsonneilson.com
12 *Attorneys for Cross-Defendant*
13 *Sun City Anthem Community Association*

8
9
10 **DISTRICT COURT**
11
12 **CLARK COUNTY, NEVADA**

10 JOEL STOKES and SANDRA F.
11 STOKES, as trustees of the JIMI JACK
12 IRREVOCABLE TRUST,

13 Plaintiffs,

14 vs.

15 BANK OF AMERICA, N.A.,

16 Defendant.

17 NATIONSTAR MORTGAGE, LLC

18 Counter-Claimant,

19 vs.

20 JIMI JACK IRREVOCABLE TRUST,

21 Counter-Defendant.

22
23 NONA TOBIN, Trustee of the GORDON
24 B. HANSEN TRUST. Dated 8/22/08

25 Counter-Claimant,

26 vs.

27 JOEL A. STOKES and SANDRA F.
28 STOKES, as trustees of the JIMI JACK
IRREVOCABLE TRUST, SUN CITY
ANTHEM COMMUNITY ASSOCIATION.

CASE NO.: A-15-720032-C

Dept. XXXI

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER**

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1 INC., YUEN K. LEE, an Individual, d/b/a/
2 Manager, F. BONDURANT, LLC, and
3 DOES 1-10, and ROE CORPORATIONS
4 1-10, inclusive,

5
6 Counter-Defendants,

7 On September 3, 2019, the Court heard and considered the following Motions:

8 (1) Nona Tobin's Motion for a New Trial Per Rule 54(B) and RULE
9 59(1)(A)(B)(C)(F) ("Motion for New Trial");

10 (2) Nona Tobin's Motion to Dismiss Pursuant to NRS 38.310(2) ("Motion to
11 Dismiss");

12 (3) Counterdefendants' Response to Nona Tobin's Motion for New Trial and
13 Motion to Dismiss and Countermotion to Strike from the Record the Rogue
14 Motions and for Attorney's Fees and Costs Pursuant to EDCR Rule 7.6(b)(1)
15 and/or (3);

16 (4) Sun City Anthem Community Association's Joinder to Counterdefendants'
17 Response and Sun City Anthem Community Association's Countermotion to
18 Strike Notice of Lis Pendens, for a Vexatious Litigant Order, and for Attorney's
19 Fees Pursuant to NRS 18.010 and EDCR 7.6.

20 Non Party Nona Tobin appeared on her own behalf; Joseph Hong, Esq. appeared
21 for Counterdefendants Joel A Stokes and Sandra F. Stokes, as Trustees of the Jimijack
22 Irrevocable Trust, Yuen K Lee and F. Dondurant, LLC; Kaleb Anderson, Esq. appeared
23 for Sun City Anthem Community Association; and Donna Wittig, Esq. appeared for
24 Nationstar Mortgage, LLC.

25 Being fully briefed, and the Court having considered the Motions, Oppositions,
26 and Replies, and being fully advised in the premises, finds as follows:

27 ///

28 ///

FINDINGS OF FACT

- 1
- 2 1. Nona Tobin, an individual, is not, and has never been, a party to this case.
- 3 2. Nona Tobin's involvement in this case is limited to her role as trustee of the
- 4 GORDON B. HANSEN TRUST Dated 8/22/08.
- 5 3. Nona Tobin, as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08 is
- 6 represented in this matter by Joe Coppedge Esq.
- 7 4. Despite pronouncements from this Court regarding Nona Tobin's status as a
- 8 non-party in this matter, all parties to the case have perpetuated confusion as
- 9 to Nona Tobin's status as a party by continuing to make reference to Nona
- 10 Tobin, as an individual, as a party to the case.
- 11 5. Although this Court orally granted a Motion to Withdraw by Attorney
- 12 Coppedge, no final Order was filed. Pursuant to *Division of Child and Family*
- 13 *Services, Dept. of Human Resources, State of Nevada v. Eighth Judicial*
- 14 *District Court ex rel. County of Clark*, 120 Nev. 445, 92 P.3d 1239 (2004), the
- 15 oral pronouncement of the Court is ineffectual without a written, signed, and
- 16 filed order.
- 17 6. On July 23, 2019, Nona Tobin, as Trustee of the GORDON B. HANSEN
- 18 TRUST Dated 8/22/08 filed a Notice of Appeal.
- 19 7. On July 22, 2019, Nona Tobin, as an individual, filed a Motion for a New Trial
- 20 Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F).
- 21 8. On July 29, 2019, Nona Tobin, as an individual, filed a Motion to Dismiss
- 22 Pursuant to NRS 38.310(2).
- 23 9. On August 7, 2019, Nona Tobin, as an individual, filed a Notice of Lis
- 24 Pendens.

25 ///
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28 ///

CONCLUSIONS OF LAW

1. Because she is not now, nor has she ever been, as party to this case, Nona Tobin is not authorized to file anything with this court in her individual capacity.
2. The only way Nona Tobin is involved in this matter is in her capacity as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08. In this capacity, she is represented by attorney Joe Coppedge, Esq..
3. Because she is not a party to the case, all documents filed with this Court by Nona Tobin as an individual, are rogue documents and are stricken from the record. This includes both the Motion to Dismiss and Motion for New Trial (and all oppositions or replies) and the Notice of Lis Pendens.
4. In addition to being stricken as rogue documents, the Motion to Dismiss and Motion for a New Trial denied under NRCP 62.1, as there is no ^{basis for} relief possible given the pending appeal ^{and the lack of authority provided.}
5. Counterdefendants have requested attorney's fees from Nona Tobin as part of their response to the Motion to Dismiss and Motion for a New Trial. Because ^{the} Court has no jurisdiction over Nona Tobin as an individual, ^{the} Court has no ^{basis} jurisdiction over her. ^{no jurisdiction over her. Basis upon which fees could be assessed Agt her.}
6. Further, all parties to the case have contributed to the confusion regarding Nona Tobin's (as an individual) status in the case, so this Court finds no basis for an award of attorney's fees.

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that non-party Nona Tobin's Motion for a New Trial Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F) is stricken from the Record as a rogue document.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that non-party Nona Tobin's Motion to Dismiss Pursuant to NRS 38.310(2) is stricken from the Record as a rogue document.

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512


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IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion to expunge the lis pendens is GRANTED.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Counter defendants' Requests for Attorney's fees are denied without prejudice.

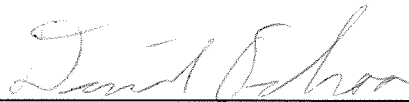
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Counterdefendant Sun City Anthem Community Association's Counter Motion to have Nona Tobin deemed a vexation litigant is denied *without prejudice.*

Dated this 20 day of ~~October~~ *November*, 2019.


JOANNA S. KISHNER
HONORABLE JOANNA KISHNER

Submitted by:

LIPSON NEILSON, P.C.

By: 
Kaleb D. Anderson, Esq. (Bar No. 7582)
David T. Ochoa, Esq. (Bar No. 10414)
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144

Attorneys for Cross-Defendant
Sun City Anthem Community Association

1 Approved as to form and content

2 Dated this ____ day of October, 2019

3 **AKERMAN, LLP**

4

5 By: Signature waived
6 Melanie D. Morgan, Esq. (Bar No. 8215)
7 1635 Village Center Circle Ste. 200
Las Vegas, NV 89134

8 *Attorneys for Defendants*

9

Dated this 29th day of October, 2019

HONG & HONG

By: s/ Joseph Hong
Joseph Y. Hong, Esq. (Bar No: 5995)
1980 Festival Plaza Dr., Suite 650
Las Vegas, NV 89135

*Attorney for Plaintiff/Counterdefendant
Jimijack Irrevocable Trust*

10 Dated this ____ day of October, 2019

11 **MUSHKIN CICA COPPEDGE**

12

13 By: Declined to sign
14 Joe Coppedge, Esq. (Bar No. 4954)
15 4495 S. Pecos Rd.
Las Vegas, NV 89121

16 *Attorney for Nona Tobin*

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Exhibit 4

IN THE SUPREME COURT OF THE STATE OF NEVADA

NONA TOBIN, AS TRUSTEE OF THE
GORDON B. HANSEN TRUST, DATED
8/22/08,

Appellants,

vs.

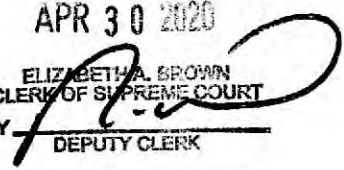
JOEL A. STOKES; SANDRA F.
STOKES, AS TRUSTEE OF THE
JIMIACK IRREVOCABLE TRUST;
YUEN K. LEE, AN INDIVIDUAL, D/B/A
MANAGER; F. BONDURANT, LLC;
SUN CITY ANTHEM COMMUNITY
ASSOCIATION, INC.; AND
NATIONSTAR MORTGAGE, LLC,

Respondents.

No. 79295

FILED

APR 30 2020

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

ORDER

On September 4, 2019, this court entered an order dismissing this appeal as to appellant Nona Tobin in her individual capacity. On October 11, 2019, attorney John W. Thomson made an appearance as counsel for Ms. Tobin, and subsequently filed an amended notice of appeal on Ms. Tobin's behalf. This court entered an order to show cause directing counsel to demonstrate Ms. Tobin's eligibility to proceed in her individual capacity. Counsel has responded, and respondents have filed a reply.

Having considered the arguments of the parties, this court confirms that Nona Tobin has not been granted leave to intervene as an individual and her filings in the district court were stricken as rogue documents. Nona Tobin is not a party to this appeal and this court lacks jurisdiction to address her claims as an individual. "[T]his court has jurisdiction to entertain an appeal only where the appeal is brought by an aggrieved party." *Valley Bank of Nev. v. Ginsburg*, 110 Nev. 440, 446, 874

P.2d 729, 734 (1994). Accordingly, this appeal remains dismissed as to Nona Tobin in her individual capacity.

The briefing schedule is reinstated as follows. Respondents shall have 30 days from the date of this order to file and serve the answering brief. Thereafter, briefing shall proceed in accordance with NRAP 31(a)(1).

It is so ORDERED.



Gibbons


_____, J.
Stiglich


_____, J.
Silver

cc: Thomson Law PC
Mushkin & Coppedge
Akerman LLP/Las Vegas
Lipson Neilson P.C.
Hong & Hong

Exhibit 5

IN THE SUPREME COURT OF THE STATE OF NEVADA

NONA TOBIN, AS TRUSTEE OF THE
GORDON B. HANSEN TRUST, DATED
8/22/08; AND NONA TOBIN, AN INDIVIDUAL,

Appellants,

vs.

JOEL A. STOKES; SNADRA F. STOKES, AS
TRUSTEE OF JIMI JACK IRREVOCABLE
TRUST; YUEN K. LEE, AN INDIVIDUAL,
D/B/A MANAGER; F. BOUDRANT, LLC; SUN
CITY ANTHEM COMMUNITY
ASSOCIATION, INC.; AND NATIONSTAR
MORTGAGE, LLC

Respondents.

Supreme Court Electronically Filed
Mar 03 2020 05:43 p.m.
District Court Case No. A720032
Elizabeth A. Brown
Clerk of Supreme Court

RESPONSE TO ORDER TO SHOW CAUSE

Comes now NONA TOBIN, AN INDIVIDUAL, by and through her
counsel, the law firm Thomson Law PC, hereby responds to the Order to Show
Cause.

POINTS AND AUTHORITIES

FACTS

1. On February 23, 2017, Sun City Anthem Community Association filed a
Motion to Dismiss Nona Tobin, an individual and Trustee of the Gordon B.
Hansen Trust's Cross Claim (Exhibit 1, Register of Actions: Case No. A-15-
720032; 02/23/2017).

2. On March 23, 2017, Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an individual and Trustee of the Gordon B. Hansen Trust's Cross Claim was heard before the Honorable Joanna Kishner, and was continued until April 27, 2017 (Exhibit 1, Register of Actions: Case No. A-15-720032; 03/23/2017).

3. On April 27, 2017, Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, and individual and Trustee of the Gordon B. Hansen Trust's Cross Claim was heard before the Honorable Joanna Kirshner, the Motion was Denied Without Prejudice (Exhibit 1, Register of Actions: Case No. A-15-720032; 04/27/2017).

4. On April 20, 2018, Cross Defendant Sun City Anthem Community Association filed their Answer to Cross-Claims by Nona Tobin, an individual and Trustee of the Gordon B. Hansen Trust (Exhibit 1, Register of Actions: Case No. A-15-720032; 04/20/2018)

5. The Trial was held on June 5, 2019 and June 6, 2019 (Exhibit 1, Register of Actions: Case No. A-15-720032; 06/05/2019).

6. The Judgment was filed on June 24, 2019 (Exhibit 1, Register of Actions: Case No. A-15-720032; 06/24/2019) .

7. On June 17, 2019, L. Joe Coppedge, Esq. filed a Motion to Withdraw as Counsel of Record for Nona Tobin, an Individual on Order Shortening Time (Exhibit 1, Register of Actions: Case No. A-15-720032; 06/17/2019).

8. On June 17, 2019, Nona Tobin filed a Motion to Intervene as an Individual (Exhibit 1, Register of Actions: Case No. A-15-720032; 06/17/2019).

9. On June 20, 2019, Proof of Service Re: Nona Tobin, an Individual was filed (Exhibit 1, Register of Actions: Case No. A-15-720032; 06/20/2019).

10. On June 21, 2019, Nona Tobin filed Nona Tobin Declaration in Support of her Rule 24 Motion to Intervene into A-15-720032-C as an Individual (Exhibit 1, Register of Actions: Case No. A-15-720032; 06/21/2019).

11. On July 9, 2019, Mr. Coppedge's Motion to Withdraw as Counsel was Granted (Exhibit 2, Minutes 07/09/2019), however it does not appear that Mr. Coppedge ever prepared or filed an order.

12. On July 23, 2019, Nona Tobin filed a Motion for a New Trial Per Rule 54(B) and Rule 59(1)(A)(B)(C)(F) and a Motion to Dismiss Pursuant to NRS 38.310(2) (Exhibit 1, Register of Actions: Case No. A-15-720032; 07/23/2019).

13. On November 22, 2019 it was Ordered that Nona Tobin's Motion for a New Trial Per Rule 54(B) and Rule 59(1)(A)(B)(C)(F) and Nona Tobin's Motion to Dismiss Pursuant to NRS 38.310(2) be stricken from the Record as a rogue documents.

14. On December 20, 2019 this Notice of Appeal was filed on behalf of Nona Tobin an individual.

The district court record is confusing on the issue of whether or not Nona Tobin was a party before the court as an individual, but it appears that she in fact was a party and was never dismissed until the Order from which Ms. Tobin now appeals. Ms. Tobin constantly and consistently asserted, through counsel and on her own, her individual rights in the case. Many captions and documents listed her as both as an individual and as trustee.

LEGAL ARGUMENT

This brief is a response to the Court's Order to Show Cause filed on January 7, 2020, *sua sponte*. The Court has questioned whether or not Nona Tobin, as an individual, is an aggrieved party within the meaning of NRAP 3A(a), and therefore has standing as a party to appeal. The second issue is whether or not the Court has jurisdiction over Ms. Tobin's individual claims under NRAP 3A(b). The Order appealed from was entered on September 3, 2019 ("Order").¹

Tobin, As An Individual, Was An Aggrieved Party In The District Court Case and This Court has Jurisdiction Over the Issues Decided by the Order.

NRAP 3A(a) states: "A party who is aggrieved by an appealable judgment or order may appeal from that judgment or order, with or without first moving for a

¹ Exhibit 2, Order filed September 3, 2019.

new trial.” A party is ‘aggrieved’ under NRAP 3A(a) when a personal right or property right is “adversely and substantially affected” by an order or judgment of the district court.²

Ms. Tobin’s individual claims in the district court arise from her standing as the sole beneficiary of the Gordon B. Hansen Trust (“Trust”). The beneficiary of a revocable trust, after the trustor has died, has standing as an individual to assert her rights in the assets of the trust.

The surviving asset of the trust is the real property, and any proceeds from the sale thereof, at issue in the district court case. Recently, this Court ruled that the beneficiary of record for the first deed of trust had standing to assert that the first deed of trust was not extinguished by the foreclosure sale.³ This ruling was based in

² *Valley Bank of Nev. V. Ginsburg*, 110 Nev. 440, 446, 874 P.2d 729, 734 (1994) (quoting *Estate of Hughes v. First Nat’l Bank*, 96 Nev. 178, 180, 605 P.2d 1149, 1150 (1980).

³ *Christiana Tr. v. SFR Invs. Pool 1,2 LLC* (Nev. 2019). “*Cf. Nationstar Mortg., LLC v. SFR Invs. Pool 1, LLC*, 133 Nev. 247, 250-51, 396 P.3d 754, 757-58 (2017) (recognizing, albeit in a different context, that a recorded deed of trust beneficiary has standing to defend the deed of trust in litigation even though the beneficiary of record is not also the note holder).”

part that the beneficiaries standing was important because it's claims "...could render the HOA's foreclosure sale void or voidable." ⁴

By analogy, Ms. Tobin has standing to assert her rights to the subject property and that the foreclosure sale was not proper. The rights of a beneficiary and trustee are different, and each has standing to assert their rights. "To have standing, the party seeking relief [must have] a sufficient interest in the litigation, so as to ensure the litigant will vigorously and effectively present his or her case against an adverse party." ⁵

This subject matter of her Motion for a New Trial, Motion to Dismiss, and Lis Pendens recorded as an individual, directly, adversely, and substantially affected her personal right to collect the excess proceeds from the sale, to sue for damages, and her real property interest in the subject property. Because of the Order appealed from, Ms. Tobin lost the right to contest the foreclosure sale and seek to introduce testimony and documents that were precluded improperly at trial. The evidence denied will show that the sale was improper, restoring Ms. Tobin's

⁴ Id., at 2-3, "See *U.S. Bank, Nat'l Ass'n ND v. Resources Grp., LLC*, 135 Nev., Adv. Op. 26, 444 P.3d 442, 447-49 (2019).

⁵ *Nationstar Mortg., LLC v. SFR Invs. Pool 1, LLC*, 133 Nev. —, —, 396 P.3d 754, 756 (2017) (internal quotation marks omitted). *Saticoy Bay LLC v. Fed. Nat'l Mortg. Ass'n*, 417 P.3d 363 (Nev. 2018).

interest in the subject property or awarding damages for the improper exclusions. Clearly, Ms. Tobin qualifies as an aggrieved party.

The Order appealed from finally disposed of all the remaining issues in the case; it was the district court's intention to do so. This Court should look at "what the order or judgment actually *does*, not what it is called." ⁶ The Order effectively and unfairly resolved, post-trial, all of Ms. Tobin's individual claims without an NRCP 56 motion, or the actual motions filed, being briefed, heard and decided.

Ms. Tobin was not allowed to participate as an individual at the trial, and therefore filed a Motion for New Trial, which was resolved by the Order without being heard. If it was clear from the record before trial that Ms. Tobin as an individual was not a party to the lawsuit, sufficient to preclude her in all ways from participating in the trial, then there should have been no need to issue the post-trial Order with its findings of fact and conclusions of law. Ms. Tobin has a right to appeal the ruling that she has no right to participate in a new trial and to submit evidence by testimony and documents to show that the foreclosure was improper.

Looking further at what the Order actually does, Ms. Tobin, after the Order, lost her rights to contest the trial results based on NRS 38.310(2), which states that

⁶ *Valley Bank of Nev. V. Ginsburg*, 110 Nev. 440, 445, 874 P.2d 729, 733 (1994) (emphasis in original).

the civil action must be dismissed unless mediation and the administrative remedies have all been exhausted. Ms. Tobin's rights under that statute were adjudicated by the Order, without due process or briefing.

In addition, Ms. Tobin's right to put the world on notice of her individual rights in the subject property were adjudicated when the district court struck her Lis Pendens without due process as outlined in NRS 14.015.

The doctrine of lis pendens provides constructive notice to the world that a dispute involving real property is ongoing, NRS 14.010(3). The purpose of a lis pendens is to prevent the transfer or loss of real property which is the subject of dispute in the action that provides the basis for the lis pendens.⁷ Therefore, under Nevada law, the filing of a notice of pendency is limited to actions involving "the foreclosure of a mortgage upon real property, or affecting the title or possession of real property."⁸

Because the Order was final and at last resolved the outstanding matters, Ms. Tobin has standing and this Court has jurisdiction over the issues appealed. "To be

⁷ *Levinson v. District Court*, 109 Nev. 747, 750, 857 P.2d 18, 20 (1993); see NRS 86.351(1) (providing that "[t]he interest of each member of a limited-liability company is personal property").

⁸ NRS 14.010(1); NRS 14.015(2)(a); see *Thomas v. Nevans*, 67 Nev. 122, 130, 215 P.2d 244, 247-48 (1950) (providing that "[t]he doctrine of constructive notice resulting from the filing with the county recorder of a notice of lis pendens applies ... only to actions affecting real property").

final, an order or judgment must ‘dispose of all the issues presented in the case, and leave nothing for the future consideration of the court, except for post-judgment issues such as attorney’s fees and costs.’”⁹

When Ms. Tobin’s Motion for a New Trial, her Motion to Dismiss, and her Lis Pendens was stricken by the district court, her rights as the sole beneficiary of the Trust were adversely and substantially affected. In fact, shortly after the November 22, 2019 Order was filed, the subject real property was sold to Ms. Tobin’s detriment on December 27, 2019. In addition, the excess proceeds from the improper foreclosure sale belong to the Trust, and therefore to Ms. Tobin. Those funds have yet to be distributed to Ms. Tobin, despite demand and claims to them by Ms. Tobin in the district court case.

CONCLUSION

Ms. Tobin’s personal and property rights have been adversely and substantially affected by the district court’s Order. Looking at what the Order actually does, instead of what it is called, brings to light the substantive appealable

⁹ *Brown v. MHC Stagecoach*, 301 P.3d 850, 851 (Nev. 2013) (quoting *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000)).

issues subject to this Court's jurisdiction.

THOMSON LAW PC

/s/ John W. Thomson

JOHN W. THOMSON, ESQ.

Nevada Bar No. 5802

2450 St. Rose Pkwy, Ste 120

Henderson, NV 89074

Tel: 702-478-8282

Fax: 702-541-9500

Attorney for Appellant Nona Tobin

CERTIFICATE OF SERVICE

The undersigned hereby certifies on March 3, 2020, a true and correct copy of RESPONSE TO ORDER TO SHOW CAUSE was served via the Court's Eflex service system to the following:

Joseph Y. Hong, Esq.
Hong & Hong Law Office
1980 Festival Plaza Dr., Suite 650
Las Vegas, NV 89135
Yosuphonglaw@gmail.com
Attorney for Defendants

Melanie Morgan, Esq.
Akerman LLP
1635 Village Center Circle, Suite 200
Las Vegas, NV 89134
Melanie.morgan@akerman.com
Attorney for Defendants

/s/ Kim Vroman

An employee of the Thomson Law PC

Exhibit 6

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
Mar 30 2020 11:59 a.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

RESPONDENTS' JOINT REPLY TO ORDER TO SHOW CAUSE

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

Respondents Nationstar Mortgage LLC, Sun City Anthem Community Association, Inc. (**SCA**), and Jimijack Irrevocable Trust (**Jimijack**, and with Nationstar and SCA, collectively, **respondents**), by and through their counsel of record, submit their joint reply to the Court's order to show cause filed January 7, 2010.

MEMORANDUM OF POINTS AND AUTHORITIES

In an order dated January 11, 2017, the court granted Nona Tobin, **as Trustee** of the Gordon B. Hansen Trust, to intervene in the underlying lawsuit. (*See Ex. 1*, order.) The Order in multiple locations refers to Nona Tobin, **as Trustee** of the Gordon B. Hansen Trust, and does not refer to Nona Tobin individually. Ms. Tobin, the individual, never obtained an order allowing her to intervene in the litigation. The district court confirmed this interpretation of the January 11, 2017 order in minutes of a June 3, 2019 hearing, stating: “the intervention motion was granted back in 2016 as Tobin trustee on behalf of the trust, there is nothing in the record that allowed Ms. Tobin to come in as an individual”¹ (**Ex. 2**, court minutes, June 3, 2019.)

In the same month of January of 2017, the Gordon B. Hansen Trust (**Hansen Trust** or **Trust**) filed cross-claims against SCA. (*See* January 31, 2017 Cross-

¹ Though granted in 2016 the Order was entered January 11, 2017.

Claim.) SCA challenged Nona Tobin as Trustee's ability to represent the Trust without legal counsel. The Trust, through counsel, eventually stipulated to dismiss all claims except for quiet title against SCA. The quiet title claim included allegations SCA failed to comply with NRS 116 and the Community's Covenants, Conditions & Restrictions (**CC&Rs**). SCA eventually obtained summary judgment against Nona Tobin as Trustee for the Trust. That decision is on appeal.

After the court granted summary judgment, Ms. Tobin individually moved for a new trial and moved to dismiss, and counterdefendants opposed her motions. The district court struck her motion for new trial and motion to dismiss from the record as rogue documents. The court's findings of fact and conclusions of law further confirm Ms. Tobin was never a party to this matter in her individual capacity. *See Ex. 3*, notice of entry findings of fact and conclusions of law, November 22, 2019 ("1. Nona Tobin, an individual, is not, and has never been, a party to this case."; "2. Nona Tobin's involvement in this case is limited to her role as trustee of the GORDON B. HANSEN TRUST Dated 8/22/08.").

The district court's striking of Ms. Tobin's individual filings does not provide jurisdiction over her attempts to appeal in her individual capacity.² The court never denied Ms. Tobin, individually, the ability to properly seek entry into the litigation,

² *See* Nona Tobin's individual amended notice of appeal filed in this Court January 2, 2020, attempting to appeal an order striking rogue documents and *see* NRAP 3A(a).

nor did it determine whether Ms. Tobin could or could not participate in the litigation as an individual. Finding that Ms. Tobin is not a party and therefore cannot file in the litigation is not the same. The closest Ms. Tobin ever came to requesting entry into the litigation individually was a motion to substitute real party in interest filed May 23, 2019. (*See Ex. 4*, motion.) She later withdrew that motion and the court never ruled on it. (*See Ex. 5*, court minutes, May 29, 2019.) Ms. Tobin, individually, previously attempted to appeal, and on September 4, 2019, this Court dismissed that attempt, finding “[it] lacks jurisdiction to address her claims as an individual[]”, citing to *Valley Bank of Nev. v. Ginsburg*, 110 Nev. 440, 446, 874 P.2d 729, 734 (1994), which references NRAP 3A(a) (standing to appeal).

The district court's order later striking additional rogue filings by Ms. Tobin, individually, does not change the fact she was never a party to the underlying litigation, and that this Court still lacks jurisdiction based on its prior reasoning. *Id.* That Ms. Tobin's amended notice of appeal was filed by an attorney rather than *pro se* is also a distinction without difference for purposes of jurisdiction.

The Court also lacks jurisdiction on the grounds “no statute or court rule permits an appeal from an order striking filings.” *See Cunningham v. Exec. Branch of Nevada Gov't*, 127 Nev. 1128, 373 P.3d 907 (2011) (unpublished) (citing *Castillo v. State*, 106 Nev. 349, 352, 792 P.2d 1133, 1135 (1990)), and *see also* NRAP 3A(a) (“a party who is aggrieved by an appealable judgment or order may appeal from that

judgment or order. . . .”) Here, the most recent notice of appeal attempts to appeal an order striking documents—which is not appealable.

CONCLUSION

Based on the foregoing, respondents request the appeal be dismissed in part as to the appeal by Nona Tobin in her individual capacity.

DATED March 30th, 2020.

<p>Akerman LLP</p> <p><i>/s/ Donna M. Wittig</i> _____ 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 <i>Attorneys for Nationstar Mortgage LLC</i></p>	<p>LIPSON NEILSON, P.C.</p> <p><i>/s/ David T. Ochoa</i> _____ Kaleb D. Anderson, Esq. (Bar No. 7582) David T. Ochoa, Esq. (Bar No. 10414) 9900 Covington Cross Dr., Suite 120 Las Vegas, NV 89148 <i>Attorneys for Sun City Anthem Community Association</i></p>
<p>HONG & HONG</p> <p><i>/s/ Joseph Y. Hong</i> _____ Joseph Y. Hong, Esq. 10781 W. Twain Avenue Las Vegas, NV 89135 <i>Attorneys for Jimijack Irrevocable Trust</i></p>	

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 30th day of March, 2019, I caused to be served a true and correct copy of the foregoing **RESPONDENTS' JOINT REPLY TO ORDER TO SHOW CAUSE**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

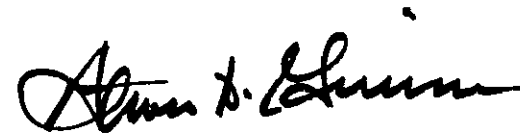
I declare that I am employed in the office of a member of the bar of this Court at whose discretion the service was made.

/s/ Carla Llarena _____
An employee of AKERMAN LLP

EXHIBIT 1

**Order Granting Applicant Nona Tobin's
Motion to Intervene
(Filed January 11, 2017)**

EXHIBIT 1



CLERK OF THE COURT

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ORDER
NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in-Intervention, Cross-Claimant, Counter-Claimant
In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES,
as trustees of the JIMIACK IRREVOCABLE
TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
INC.; DOES 1 through X and ROE
BUSINESS ENTITIES 1 through 10, inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counter-Claimant,

vs.

JIMIACK IRREVOCABLE TRUST;
OPPORTUNITY HOMES, LLC, a Nevada
limited liability company; F. BONDURANT,
LLC, a Nevada limited liability company;
DOES I X, ROE CORPORATIONS XI XX,
inclusive,

Counter-Defendants

Case No.: A-15-720032-C

Dept. No.: XXXI

**ORDER GRANTING APPLICANT
NONA TOBIN'S MOTION TO
INTERVENE**

Hearing date: December 20, 2016

Hearing time: 9:00 a.m.



1 This matter came for hearing before the Court on December 20, 2016, at 9:00 AM.
2 Applicant/Intervening Defendant/Counter-Claimant Nona Tobin, Trustee of the Gordon
3 B. Hansen Trust, appeared in Proper Person while Plaintiffs/Counter-Defendants, Joel
4 A. Stokes and Sandra F, Stokes, as Trustees of the Jimijack Irrevocable Trust, were represented
5 by Joseph Y. Hong, Esq., of Hong & Hong, a Professional Law Corporation.

6 The motion to Intervene and Notice of Hearing was electronically served to all parties
7 included on the Wiz-net E-file Master Service list for the consolidated cases. Plaintiff/Counter-
8 Defendant Nationstar Mortgage, LLC, received e-service through their Counsel, Wright, Finlay
9 & Zak, LLP, but no appearance at the hearing was made on behalf of Nationstar Mortgage,
10 LLC.

11 The Court, having considered the pleadings and papers on file and heard the arguments
12 of the parties present at the hearing, and for good cause appearing, hereby rules as follows:

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Applicant
14 Nona Tobin's Motion to Intervene into consolidated cases No. A-15-720032-C and
15 A-16-730078-C, of which Case No. A-15-720032-C serves as the main case is GRANTED.

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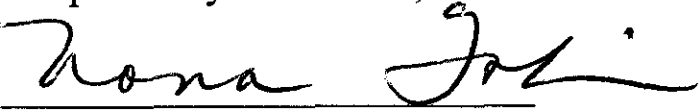
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Applicant Nona

Tobin shall file her Counter-Claim(s) and Cross-Claim(s) ~~on or before January~~ ^{within twenty (20) days} ~~2017~~ hereof.

~~Any Cross-Claim Ms. Tobin may file against Nationstar Mortgage, LLC, may be filed no later than twenty (20) days following a determination by this Court to void the disputed foreclosure sale for delinquent HOA assessments.~~

IT IS SO ORDERED this 10 day of Jan, 2017.


JOANNA S. KISHNER
DISTRICT COURT JUDGE

Respectfully submitted,

NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
Defendant-in-Intervention/Counter-Claimant
In Proper Person

Approved as to form and content,
HONG & HONG, A PROFESSIONAL
LAW CORPORATION

Joseph Y. Hong, Esq.
Nevada Bar No. 5995
10781 W. Twain Avenue
Las Vegas, NV 89135
Attorney for Plaintiff/Counter-Defendant,
Joel A. and Sandra F. Stokes, as trustees
of Jimijack Irrevocable Trust

Approved as to form and content,
WRIGHT, FINLAY & ZAK, LLP

Edgar C. Smith, Esq.
Nevada Bar. No. 05506
7785 West Sahara Ave., Suite 200
Las Vegas, NV 89135
Attorney for Counter-Defendant,
Nationstar Mortgage, LLC

EXHIBIT 2

**Court Minutes
(Calendar Call; June 3, 2019)**

EXHIBIT 2

R. 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**

RELATED CASE INFORMATION

Related Cases

A-16-730078-C (Companion Case)

PARTY INFORMATION

Counter Claimant	Gordon B. Hansen Trust Dated 8/22/08	Lead Attorneys
Counter Claimant	Nationstar Mortgage, LLC	Melanie D. Morgan <i>Retained</i> 702-634-5000(W)
Counter Claimant	Tobin, Nona	Pro Se
Counter Defendant	Stokes, Joel A	Joseph Y. Hong <i>Retained</i> 702-870-1777(W)
Counter Defendant	Stokes, Sandra F	Joseph Y. Hong <i>Retained</i> 702-870-1777(W)
Cross Claimant	Gordon B. Hansen Trust Dated 8/22/08	
Cross Claimant	Tobin, Nona	Pro Se
Cross Defendant	Lee, Yuen K.	
Cross Defendant	Sun City Anthem Community Association Inc	David A. Clark <i>Retained</i> 7023822200(W)
Defendant	Bank of America NA	Dana J. Nitz <i>Retained</i> 702-475-7964(W)
Defendant	Sun City Anthem Community Association Inc	David A. Clark <i>Retained</i> 7023822200(W)

Plaintiff JimiJack Irrevocable Trust**Joseph Y. Hong**
Retained
702-870-1777(W)

EVENTS ORDERS OF THE COURT

06/03/2019 **Calendar Call** (8:45 AM) (Judicial Officer Kishner, Joanna S.)**Minutes**

05/21/2019 9:00 AM

05/23/2019 3:30 PM

06/03/2019 8:45 AM

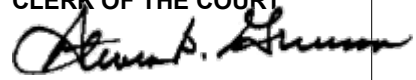
- Parties made appearances; and Mr. Coppedge identified Ms. Tobin as an individual. Court clarified there is nothing in the record that shows Ms. Tobin as an individual, the Court had asked Mr. Mushkin about this at the last hearing, the intervention motion was granted back in 2016 as Tobin trustee on behalf of the trust, there is nothing in the record that allowed Ms. Tobin to come in as an individual, and a trustee has to be represented by counsel. Court addressed the caption issue and history of the case, including the ruling made at the prior hearing. Upon Court's inquiry about whether a Rule 2.67 conference was held, Mr. Coppedge stated this occurred two weeks ago, telephonically, and he does not have an exact date. Mr. Hong noted he spoke with opposing counsel telephonically, and will not be providing witnesses or documents. Court noted there was a Joint Case Conference Report filed and an Individual Case Conference Report filed. Statements by counsel. Court addressed the procedural aspects of the case; and determined non-compliance by the parties under EDCR 2.67, EDCR 2.68, and EDCR 2.69 or NRCP 16.1 (a) (3); and no pre-trial memorandums were filed, no joint pre-trial memorandums were filed, and there were no pre-trial disclosures. Parties did not provide trial exhibits. Court stated neither side can provide documents or witnesses at trial. Trial schedule was provided to the parties by Court, orally. COURT ORDERED, trial date SET. 6/05/19 8:30 A.M. BENCH TRIAL CLERK'S NOTE: Minutes updated to only include the trial start time for June 5, 2019. (6/04/19 sb)

[Parties Present](#)[Return to Register of Actions](#)

EXHIBIT 3

**Notice of Entry of Findings of Fact,
Conclusions of Law and Order
(Filed November 22, 2019)**

EXHIBIT 3



1 LIPSON NEILSON P.C.
2 KALEB D. ANDERSON, ESQ.
3 Nevada Bar No. 7582
4 DAVID T. OCHOA, ESQ.
5 Nevada Bar No. 10414
6 9900 Covington Cross Drive, Suite 120
7 Las Vegas, Nevada 89144
8 (702) 382-1500 - Telephone
9 (702) 382-1512 - Facsimile
10 kanderson@lipsonneilson.com
11 dochoa@lipsonneilson.com
12 *Attorneys for Cross-Defendant*
13 *Sun City Anthem Community Association*

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10 **DISTRICT COURT**
11
12 **CLARK COUNTY, NEVADA**

13 JOEL STOKES and SANDRA F.
14 STOKES, as trustees of the JIMI JACK
15 IRREVOCABLE TRUST,

16 Plaintiff,

17 vs.

18 BANK OF AMERICA, N.A.; SUN CITY
19 ANTHEM COMMUNITY ASSOCIATION,
20 INC.; DOES I through X and ROE
21 BUSINESSENTITIES I through X,
22 inclusive,

23 Defendants.

24 NATIONSTAR MORTGAGE, LLC

25 Counter-Claimant,

26 vs.

27 JIMI JACK IRREVOCABLE TRUST;
28 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.

NONA TOBIN, an individual, and Trustee
of the GORDON B. HANSEN TRUST.

CASE NO.: A-15-720032-C

Dept. XXXI

**NOTICE OF ENTRY OF FINDINGS OF
FACT, CONCLUSIONS OF LAW AND
ORDER**

Lipson Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1 Dated 8/22/08
2 Counter-Claimant,
3 vs.
4 JOEL A. STOKES and SANDRA F.
5 STOKES, as trustees of the JIMI JACK
6 IRREVOCABLE TRUST,
7 Counter-Defendants.
8 NONA TOBIN, an individual, and Trustee
9 of the GORDON B. HANSEN TRUST.
10 Dated 8/22/08
11 Cross-Claimant,
12 vs.
13 SUN CITY ANTHEM COMMUNITY
14 ASSOCIATION, INC., DOES 1-10, AND
15 ROE CORPORATIONS 1-10, inclusive,
16 Counter-Defendants.
17 NONA TOBIN, an individual, and Trustee
18 of the GORDON B. HANSEN TRUST.
19 Dated 8/22/08
20 Cross-Claimant,
21 vs.
22 OPPORTUNITY HOMES, LLC, THOMAS
23 LUCAS, Manager,
24 Counter-Defendant.
25 NONA TOBIN, an individual, and Trustee
26 of the GORDON B. HANSEN TRUST.
27 Dated 8/22/08
28 Cross-Claimant,
29 vs.
30 YUEN K. LEE, an Individual, d/b/a
31 Manager, F. BONDURANT, LLC,
32 Counter-Defendant.

Lipson Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

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NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Please take notice that the Findings of Fact, Conclusions of Law and Order was filed with this court on the 22nd day of November, 2019, a copy of which is hereto attached as Exhibit "A".

Dated this 22nd day of November, 2019.

LIPSON NEILSON P.C.

/s/ DAVID OCHOA

BY: _____
KALEB ANDERSON, ESQ. (NV Bar No. 7582)
DAVID T. OCHOA, ESQ. (NV Bar No. 10414)
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
*Attorneys for Defendant SUN CITY ANTHEM
COMMUNITY ASSOCIATION*

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of November, 2019, service of the foregoing
NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER
to the Clerk's Office using the Odyssey E-File & Serve System for filing and transmittal
to the following Odyssey E-File & Serve registrants:

Melanie D Morgan, Esq.
Donna Wittig, Esq.
AKERMAN LLP
1635 Village Center Circle Ste. 200
Las Vegas, NV 89134

Attorneys for Defendants

Joseph Y. Hong, Esq.
HONG & HONG
1980 Festival Plaza Dr., Suite 650
Las Vegas, NV 89135

Attorneys for Plaintiff

David R. Koch
Steven B. Scow
KOCH & SCOW LLC
11500 S. Eastern Ave. Suite 210
Henderson, NV 89052

*Attorneys for Cross-Defendant Red Rock
Financial Services, LLC*

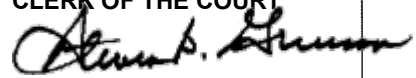
Joe Coppedge, Esq.
Michael R. Mushkin & Associates, P.C.
4475 S. Pecos Road
Las Vegas, NV 89121

*Attorney for Nona Tobin an individual and
Trustee of the Gordon B. Hansen Trust,
dated 8/22/25*

/s/ Juan Cerezo

An Employee of LIPSON NEILSON P.C.

EXHIBIT “A”



1 LIPSON NEILSON, P.C.
2 KALEB D. ANDERSON, ESQ.
3 Nevada Bar No. 7582
4 DAVID T. OCHOA, ESQ.
5 Nevada Bar No. 10414
6 9900 Covington Cross Drive, Suite 120
7 Las Vegas, Nevada 89144
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10 kanderson@lipsonneilson.com
11 dochoa@lipsonneilson.com
12 *Attorneys for Cross-Defendant*
13 *Sun City Anthem Community Association*

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DISTRICT COURT
CLARK COUNTY, NEVADA

10 JOEL STOKES and SANDRA F.
11 STOKES, as trustees of the JIMI JACK
12 IRREVOCABLE TRUST,

13 Plaintiffs,

14 vs.

15 BANK OF AMERICA, N.A.,

16 Defendant.

17 NATIONSTAR MORTGAGE, LLC

18 Counter-Claimant,

19 vs.

20 JIMI JACK IRREVOCABLE TRUST,

21 Counter-Defendant.

22
23 NONA TOBIN, Trustee of the GORDON
24 B. HANSEN TRUST. Dated 8/22/08

25 Counter-Claimant,

26 vs.

27 JOEL A. STOKES and SANDRA F.
28 STOKES, as trustees of the JIMI JACK
IRREVOCABLE TRUST, SUN CITY
ANTHEM COMMUNITY ASSOCIATION.

CASE NO.: A-15-720032-C

Dept. XXXI

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER**

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1 INC., YUEN K. LEE, an Individual, d/b/a/
2 Manager, F. BONDURANT, LLC, and
3 DOES 1-10, and ROE CORPORATIONS
4 1-10, inclusive,

5
6 Counter-Defendants,

7 On September 3, 2019, the Court heard and considered the following Motions:

8 (1) Nona Tobin's Motion for a New Trial Per Rule 54(B) and RULE
9 59(1)(A)(B)(C)(F) ("Motion for New Trial");

10 (2) Nona Tobin's Motion to Dismiss Pursuant to NRS 38.310(2) ("Motion to
11 Dismiss");

12 (3) Counterdefendants' Response to Nona Tobin's Motion for New Trial and
13 Motion to Dismiss and Countermotion to Strike from the Record the Rogue
14 Motions and for Attorney's Fees and Costs Pursuant to EDCR Rule 7.6(b)(1)
15 and/or (3);

16 (4) Sun City Anthem Community Association's Joinder to Counterdefendants'
17 Response and Sun City Anthem Community Association's Countermotion to
18 Strike Notice of Lis Pendens, for a Vexatious Litigant Order, and for Attorney's
19 Fees Pursuant to NRS 18.010 and EDCR 7.6.

20 Non Party Nona Tobin appeared on her own behalf; Joseph Hong, Esq. appeared
21 for Counterdefendants Joel A Stokes and Sandra F. Stokes, as Trustees of the Jimijack
22 Irrevocable Trust, Yuen K Lee and F. Dondurant, LLC; Kaleb Anderson, Esq. appeared
23 for Sun City Anthem Community Association; and Donna Wittig, Esq. appeared for
24 Nationstar Mortgage, LLC.

25 Being fully briefed, and the Court having considered the Motions, Oppositions,
26 and Replies, and being fully advised in the premises, finds as follows:

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FINDINGS OF FACT

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1. Nona Tobin, an individual, is not, and has never been, a party to this case.
2. Nona Tobin's involvement in this case is limited to her role as trustee of the GORDON B. HANSEN TRUST Dated 8/22/08.
3. Nona Tobin, as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08 is represented in this matter by Joe Coppedge Esq.
4. Despite pronouncements from this Court regarding Nona Tobin's status as a non-party in this matter, all parties to the case have perpetuated confusion as to Nona Tobin's status as a party by continuing to make reference to Nona Tobin, as an individual, as a party to the case.
5. Although this Court orally granted a Motion to Withdraw by Attorney Coppedge, no final Order was filed. Pursuant to *Division of Child and Family Services, Dept. of Human Resources, State of Nevada v. Eighth Judicial District Court ex rel. County of Clark*, 120 Nev. 445, 92 P.3d 1239 (2004), the oral pronouncement of the Court is ineffectual without a written, signed, and filed order.
6. On July 23, 2019, Nona Tobin, as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08 filed a Notice of Appeal.
7. On July 22, 2019, Nona Tobin, as an individual, filed a Motion for a New Trial Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F).
8. On July 29, 2019, Nona Tobin, as an individual, filed a Motion to Dismiss Pursuant to NRS 38.310(2).
9. On August 7, 2019, Nona Tobin, as an individual, filed a Notice of Lis Pendens.

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CONCLUSIONS OF LAW

1. Because she is not now, nor has she ever been, as party to this case, Nona Tobin is not authorized to file anything with this court in her individual capacity.
2. The only way Nona Tobin is involved in this matter is in her capacity as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08. In this capacity, she is represented by attorney Joe Coppedge, Esq..
3. Because she is not a party to the case, all documents filed with this Court by Nona Tobin as an individual, are rogue documents and are stricken from the record. This includes both the Motion to Dismiss and Motion for New Trial (and all oppositions or replies) and the Notice of Lis Pendens.
4. In addition to being stricken as rogue documents, the Motion to Dismiss and Motion for a New Trial denied under NRCP 62.1, as there is no relief possible given the pending appeal *and the lack of authority provided.*
5. Counterdefendants have requested attorney's fees from Nona Tobin as part of their response to the Motion to Dismiss and Motion for a New Trial. Because *the* Court has no jurisdiction over Nona Tobin as an individual, *the* Court has no jurisdiction over her. *basis for award of fees could be assessed by her.*
6. Further, all parties to the case have contributed to the confusion regarding Nona Tobin's (as an individual) status in the case, so this Court finds no basis for an award of attorney's fees.

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that non-party Nona Tobin's Motion for a New Trial Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F) is stricken from the Record as a rogue document.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that non-party Nona Tobin's Motion to Dismiss Pursuant to NRS 38.310(2) is stricken from the Record as a rogue document.

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

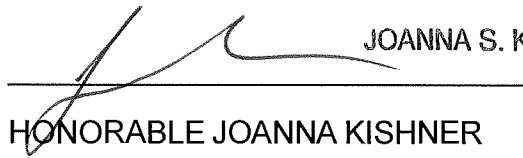
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IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion to expunge the lis pendens is GRANTED.

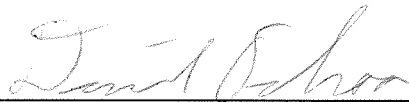
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Counter defendants' Requests for Attorney's fees are denied without prejudice.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Counterdefendant Sun City Anthem Community Association's Counter Motion to have Nona Tobin deemed a vexation litigant is denied *without prejudice.*

Dated this 20 day of ~~October~~ *November*, 2019.


JOANNA S. KISHNER
HONORABLE JOANNA KISHNER

Submitted by:
LIPSON NEILSON, P.C.

By: 
Kaleb D. Anderson, Esq. (Bar No. 7582)
David T. Ochoa, Esq. (Bar No. 10414)
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144

Attorneys for Cross-Defendant
Sun City Anthem Community Association

1 Approved as to form and content

2 Dated this ____ day of October, 2019

3 **AKERMAN, LLP**

4

5 By: Signature waived
6 Melanie D. Morgan, Esq. (Bar No. 8215)
7 1635 Village Center Circle Ste. 200
Las Vegas, NV 89134

8 *Attorneys for Defendants*

9

Dated this 29th day of October, 2019

HONG & HONG

By: s/ Joseph Hong
Joseph Y. Hong, Esq. (Bar No: 5995)
1980 Festival Plaza Dr., Suite 650
Las Vegas, NV 89135

*Attorney for Plaintiff/Counterdefendant
Jimijack Irrevocable Trust*

10 Dated this ____ day of October, 2019

11 **MUSHKIN CICA COPPEDGE**

12

13 By: Declined to sign
14 Joe Coppedge, Esq. (Bar No. 4954)
15 4495 S. Pecos Rd.
Las Vegas, NV 89121

16 *Attorney for Nona Tobin*

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EXHIBIT 4

**Motion to Substitute Real Party In Interest
and to Withdraw as Counsel of Record for
Counterclaimant Nona Tobin On Order
Shortening Time
(Filed May 23, 2019)**

EXHIBIT 4



1 MICHAEL R. MUSHKIN, ESQ.
Nevada Bar No. 2421
2 L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
3 MUSHKIN CICA COPPEDGE
4 4495 South Pecos Road
Las Vegas, Nevada 89121
5 Telephone: 702-454-3333
Fax: 702-386-4979
6 michael@mccnvlaw.com
7 jcoppedge@mccnvlaw.com

8 *Attorneys for Nona Tobin, an individual and*
9 *as Trustee of the Gordon B. Hansen Trust*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 JOEL A. STOKES and SANDRA F.
13 STOKES, as trustee of the JIMI JACK
IRREVOCABLE TRUST,

14 Plaintiffs,
15 vs.

16 BANK OF AMERICA, N.A.;

17 Defendant.

18 NATIONSTAR MORTGAGE, LLC,

19 Counter-Claimant,

20 vs.

21 JIMI JACK IRREVOCABLE TRUST,

22 Counter-Defendant.
23

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25 CAPTION CONTINUES BELOW
26
27
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Case No.: A-15-720032-C
Consolidated with: A-16-730078-C

Department: XXXI

Hearing Requested

**MOTION TO SUBSTITUTE REAL
PARTY IN INTEREST AND TO
WITHDRAW AS COUNSEL OF
RECORD FOR COUNTERCLAIMANT
NONA TOBIN ON ORDER
SHORTENING TIME**

DEPARTMENT XXXI
NOTICE OF HEARING
DATE 5/29/19 TIME 0830 am
APPROVED BY JG

MAY 17 12:38 PM '19

1 NONA TOBIN, an individual, and Trustee
2 of the GORDON B. HANSEN TRUST.
3 Dated 8/22/08

4 Counter-Claimant,

5 vs.

6 JOEL A. STOKES and SANDRA F.
7 STOKES, as trustees of the JIMI JACK
8 IRREVOCABLE TRUST, SUN CITY
9 ANTHEM COMMUNITY ASSOCIATION,
10 INC., YUEN K. LEE, an Individual, d/b/a
11 Manager, F. BONDURANT, LLC, DOES 1-
12 10, AND ROE CORPORATIONS 1-10,
13 inclusive,

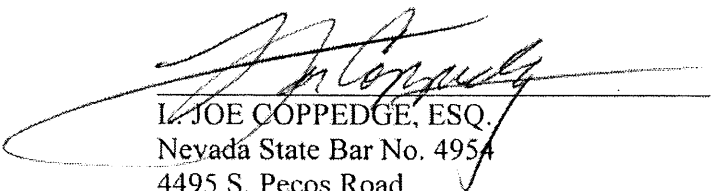
14 Counter-Defendants.

15 **MOTION TO SUBSTITUTE REAL PARTY IN INTEREST AND TO WITHDRAW AS**
16 **COUNSEL OF RECORD FOR COUNTERCLAIMANT NONA TOBIN**
17 **ON ORDER SHORTENING TIME**

18 The law firm of Mushkin Cica Coppedge, by and through their undersigned counsel,
19 hereby move this Honorable Court for an Order substituting Nona Tobin, as an individual, as
20 the real party in interest for Nona Tobin, as Trustee of the Gordon B. Hansen Trust dated
21 9/22/08 (the "Trust") for all purposes in the action. and upon such substitution, allowing the law
22 firm of Mushkin Cica Coppedge to withdraw as counsel of record for Counterclaimant Nona
23 Tobin (the "Client"). This Motion is made and based upon the pleadings and papers of file
24 herein, the Memorandum of Points and Authorities, the Declaration of Counsel, and any oral
25 argument which may be deemed necessary by the Court upon the hearing of the instant Motion.

26 DATED this 17 day of May, 2019

27 MUSHKIN • CICA • COPPEDGE

28 
JOE COPPEDGE, ESQ.
Nevada State Bar No. 4954
4495 S. Pecos Road
Las Vegas, Nevada 89121

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ORDER SHORTENING TIME

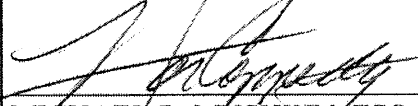
With good cause appearing therefore:

IT IS HEREBY ORDERED that the foregoing **Motion To Substitute Real Party In Interest And To Withdraw As Counsel Of Record For Counterclaimant Nona Tobin On Order Shortening Time** shall be heard in the above-entitled proceeding on the 29 day of May, 2019, at 8:30 a.m., in Department ~~XXIV~~ of the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark, located at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89101.

DATED this ____ day of May, 2019.


JOANNA S. KISHNER
DISTRICT COURT JUDGE

Respectfully Submitted By:
MUSHKIN · CICA · COPPEDGE


MICHAEL R. MUSHKIN, ESQ.
Nevada State Bar No. 2421
L. JOE COPPEDGE, ESQ.
Nevada State Bar No. 4954
4495 South Pecos Road
Las Vegas, NV 89121

Motion must be filed/served by: 5/23/19 ^{personally} by 3 p.m.
Opposition must be filed/served by: 5/24/19 by 5 pm
Reply must be filed/served by: _____
Please provide courtesy copies to Chambers upon filing.

DECLARATION OF COUNSEL

Declarant, upon penalty of perjury, states as follows:

1. I am an attorney licensed to practice law in the State of Nevada and I am an attorney at Mushkin Cica Coppedge, which currently represents Counterclaimant Nona Tobin, as an individual and as Trustee of the Gordon B. Hansen Trust dated 8/22/08 (the "Client"), Eighth District Court Case No. A-15-720032-C Consolidated with A-16-730078-C;
2. I have personal knowledge of the following matters and believe that the

1 following assertions are true to the best of my knowledge and belief;

2 3. I am advised and understand by Ms. Tobin that acting in her capacity as sole
3 Trustee of the Gordon B. Hansen Trust dated 8/22/08 (the "Trust"), she recorded a deed
4 transferring all the Trust's interest in the subject property to Nona Tobin, an individual, and that
5 she then closed the Trust.

6 4. In this case, Counterclaimant Nona Tobin has requested that the law firm of
7 Mushkin Cica Coppedge withdraw from her representation, so she can appear pro se for the
8 remainder of this case;

9 5. I believe good cause for withdrawal exists;

10 6. I believe that withdrawal may be accomplished without material adverse effect
11 on the interests of the Client and withdrawal will not result in any delay of trial or hearing of
12 any other matter will result if this Motion is granted as Ms. Tobin as has advised the
13 undersigned that she is prepared to proceed with the calendar call on May 23, 2019, the hearing
14 on the Motion for Reconsideration scheduled for May 30, 2019 and the trial scheduled for June
15 5 and 6, 2019;

16 7. There is insufficient time to have this matter heard in the ordinary course. As a
17 result, Declarant respectfully requests that the Court set an expedited hearing on Motion to
18 Withdraw as Counsel of Record for Counterclaimant Nona Tobin on Order Shortening Time on
19 a shortened time basis prior to May 23, 2019 the date set for Calendar Call, as Counterclaimant
20 Nona Tobin wishes to proceed pro se;

21 8. For the reasons stated above, I believe that the law firm of Mushkin Cica
22 Coppedge should be permitted to withdraw as counsel of record for the Client and removed
23 from any further responsibilities in this case;

24 9. It is my intent to have the Client served with a copy of this motion as soon as it is
25 filed and calendared for hearing at their last known address; and

26 10. The Client may also be served with notice of further proceedings at her last
27 known address of 2664 Olivia Heights Avenue, Henderson, Nevada 89052 the Client's last
28 known telephone number is 702-465-2199, and the Client's last known email address is

1 nonatobin@gmail.com.

2 Declarant states under penalty of perjury that the foregoing is true and correct.

3 Dated this 17 day of May, 2019.

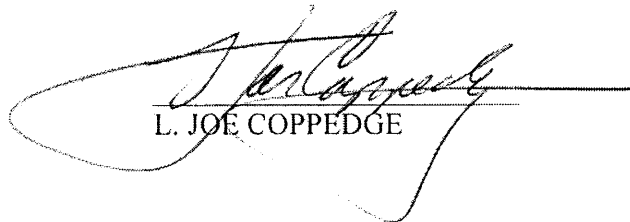
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L. JOE COPPEDGE

POINTS AND AUTHORITIES

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A. Nona Tobin, as an individual should be substituted as the real party in interest for Nona Tobin, as Trustee for all purposes.

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Under NRCP 17, "An action must be prosecuted in the name of the real party in interest." As set forth in the Declaration of L. Joe Coppedge above, Ms. Tobin, acting in her capacity as sole Trustee of the Gordon B. Hansen Trust dated 8/22/08 (the "Trust"), recorded a deed transferring all the Trust's interest in the subject property to Nona Tobin, an individual, and then closed the Trust. Ms. Tobin, as an individual, is the real party in interest and this action should be prosecuted in her name only. As a result, Ms. Tobin, as an individual, should be substituted for Nona Tobin, as Trustee for all purposes in this case.

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B. The law firm of Mushkin Cica Coppedge should be allowed to withdraw.

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Rule 7.40 of the Eighth Judicial District Court Rules provides that when an attorney has appeared in an action on behalf of a party, the attorney may withdraw from representing that party only upon order of the court, granted upon written motion. Rule 7.40 provides, in pertinent part:

23

Appearances; substitutions; withdrawal or change of attorney.

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* * *

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(b) Counsel in any case may be changed only:

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* * *

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(2) When no attorney has been retained to replace the attorney withdrawing, by order of the court, granted upon written motion, and

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(i) If the application is made by the attorney, the attorney must include in an affidavit the address, or last known address, at which the client may be served with notice of further proceedings taken in the case in the event the application for withdrawal is granted, and the telephone number, or last known telephone number, at which the client may be reached and the attorney must serve a copy of the application upon the client and all other parties to the action or their attorneys, or

* * *

(c) No application for withdrawal or substitution may be granted if a delay of the trial or of the hearing of any other matter in the case would result.

Rule 1.16 of the Nevada Rules of Professional Conduct further provides, in pertinent part:

NRPC 1.16. Declining or Terminating Representation.

(a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

* * *

(3) The lawyer is discharged.

* * *

(b) Except as stated in paragraph (c), a lawyer may withdraw from representing a client if:

(1) Withdrawal can be accomplished without material adverse effect on the interests of the client;

* * *

(7) Other good cause for withdrawal exists.

(c) A lawyer must comply with applicable law requiring notice to or permission of a tribunal when terminating representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.

(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by other law.

In this case, Nona Tobin, as an individual, has requested that the law firm of Mushkin

1 Cica Coppedge withdraw so she can proceed pro se for the remainder of this case. As a result,
2 good cause for the withdrawal exists.

3 In meeting the aforementioned requirements, counsel will serve the Client and opposing
4 counsel with a copy of this Motion. Counsel has included in the attached affidavit the address at
5 which the Client may be served with notice of all further proceedings in this case. The client's
6 last known address, phone number and email address have also been provided. Having complied
7 with Rule 7.40 of the Eighth Judicial District Court Rules, Rule 1.16 of the Nevada Rules of
8 Professional Conduct, and because of the reasons set forth in the attached Declaration of
9 Counsel, both L. Joe Coppedge, Esq. and the law firm of Mushkin Cica Coppedge request that
10 this Court enter its Order withdrawing them as attorneys of record for Counterclaimant Nona
11 Tobin.

12 No delay of trial or of the hearing of any other matter will result if this Motion is
13 granted.

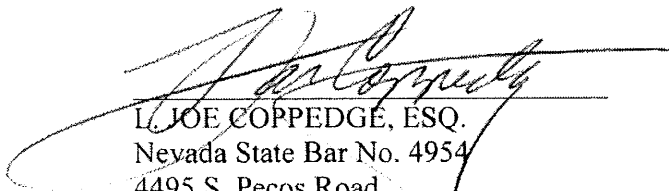
14 WHEREFORE, for the reasons set forth above and in the attached Declaration of
15 Counsel, L. Joe Coppedge, Esq. and the law firm of Mushkin Cica Coppedge respectfully
16 request that:

17 1. This Court enter an order allowing Michael R. Mushkin, L. Joe Coppedge and
18 the law firm of Mushkin Cica Coppedge to withdraw as counsel of record for Counterclaimant
19 Nona Tobin; and further that

20 2. The names of Michael R. Mushkin, L. Joe Coppedge and the law firm of
21 Mushkin Cica Coppedge, their business address, and email addresses be removed from the
22 service list in this case as a representative of Counterclaimant Nona Tobin.

23 DATED this 17 day of May, 2019

24 MUSHKIN • CICA • COPPEDGE

25 
26 L. JOE COPPEDGE, ESQ.
27 Nevada State Bar No. 4954
28 4495 S. Pecos Road
Las Vegas, Nevada 89121

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **Motion to Substitute Real Party in Interest and To Withdraw as Counsel of Record for Counterclaimant Nona Tobin On Order Shortening Time** was submitted electronically for filing and/or service with the Eighth Judicial District Court on this ____ day of May, 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 MICHAEL R. MUSHKIN, ESQ.
Nevada Bar No. 2421
2 L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
3 MUSHKIN CICA COPPEDGE
4 4495 South Pecos Road
Las Vegas, Nevada 89121
5 Telephone: 702-454-3333
Fax: 702-386-4979
6 michael@mccnvlaw.com
7 jcoppedge@mccnvlaw.com

8 *Attorneys for Nona Tobin, an individual and*
9 *as Trustee of the Gordon B. Hansen Trust*

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 JOEL A. STOKES and SANDRA F.
13 STOKES, as trustee of the JIMI JACK
IRREVOCABLE TRUST,
14
15 Plaintiffs,
16 vs.
17 BANK OF AMERICA, N.A.;
18 Defendant.

Case No.: A-15-720032-C
Consolidated with: A-16-730078-C

Department: XXXI

19 NATIONSTAR MORTGAGE, LLC,
20 Counter-Claimant,
21 vs.
22 JIMI JACK IRREVOCABLE TRUST,
23 Counter-Defendant.

RECEIPT OF COPY

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25 CAPTION CONTINUES BELOW
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1 NONA TOBIN, an individual, and Trustee
2 of the GORDON B. HANSEN TRUST.
3 Dated 8/22/08

4 Counter-Claimant,

5 vs.

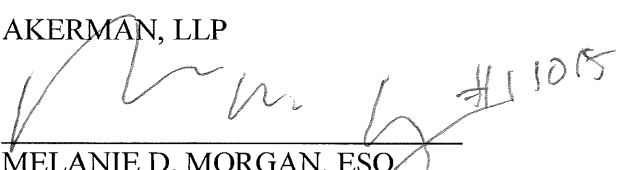
6 JOEL A. STOKES and SANDRA F.
7 STOKES, as trustees of the JIMI JACK
8 IRREVOCABLE TRUST, SUN CITY
9 ANTHEM COMMUNITY ASSOCIATION,
10 INC., YUEN K. LEE, an Individual, d/b/a
11 Manager, F. BONDURANT, LLC, DOES 1-
12 10, AND ROE CORPORATIONS 1-10,
13 inclusive,

14 Counter-Defendants.

15 **RECEIPT OF COPY**

16 RECEIPT OF COPY of Motion to Substitute Real Party in Interest and To Withdraw as
17 Counsel of Record for Counterclaimant Nona Tobin On Order Shortening Time is hereby
18 acknowledged this 23rd day of May, 2019, at 2:18 pm.

19 AKERMAN, LLP

20 
21 MELANIE D. MORGAN, ESQ.

22 Nevada State Bar No. 8215

23 THERA A. COOPER, ESQ.

24 Nevada State Bar No. 13468

25 1635 Village Center Circle, Suite 200

26 Las Vegas, NV 89134

EXHIBIT 5

**Court Minutes
(All Pending Motions; May 29, 2019)**

EXHIBIT 5

REGISTER OF ACTIONS

CASE NO. A-15-720032-C

Joel Stokes, Plaintiff(s) vs. Bank of America NA, Defendant(s)

§
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§
§
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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**

RELATED CASE INFORMATION

Related Cases

A-16-730078-C (Companion Case)

PARTY INFORMATION

Counter Claimant	Gordon B. Hansen Trust Dated 8/22/08	Lead Attorneys
Counter Claimant	Nationstar Mortgage, LLC	Melanie D. Morgan <i>Retained</i> 702-634-5000(W)
Counter Claimant	Tobin, Nona	Pro Se
Counter Defendant	Stokes, Joel A	Joseph Y. Hong <i>Retained</i> 702-870-1777(W)
Counter Defendant	Stokes, Sandra F	Joseph Y. Hong <i>Retained</i> 702-870-1777(W)
Cross Claimant	Gordon B. Hansen Trust Dated 8/22/08	
Cross Claimant	Tobin, Nona	Pro Se
Cross Defendant	Lee, Yuen K.	
Cross Defendant	Sun City Anthem Community Association Inc	David A. Clark <i>Retained</i> 7023822200(W)
Defendant	Bank of America NA	Dana J. Nitz <i>Retained</i> 702-475-7964(W)
Defendant	Sun City Anthem Community Association Inc	David A. Clark <i>Retained</i> 7023822200(W)

Plaintiff JimiJack Irrevocable Trust**Joseph Y. Hong**
Retained
702-870-1777(W)

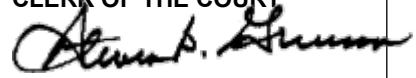
E. **ORDERS OF THE COURT**

05/29/2019 **All Pending Motions** (8:30 AM) (Judicial Officer Kishner, Joanna S.)
*All Pending Motions (5/29/2019)***Minutes**

05/29/2019 8:30 AM

- Mr. Mushkin not present. Court stated a call was received in Chambers that one of the parties was stuck in traffic this morning. Court TRAILED and RECALLED matter at 8:30 A.M. Upon Court's inquiry, the parties in Court confirmed not receiving any updates from opposing counsel. Mr. Hong requested to go forward with the hearing. Court TRAILED matter to call another case on Calendar. CASE RECALLED. Mr. Mushkin present in Court. CROSS-CLAIMANT NONA TOBIN'S MOTION FOR RECONSIDERATION Court addressed preliminary matters, history of the case, and the Motion. COURT ORDERED, any representation about Nona Tobin being an individual party in the case is STRICKEN. Court also addressed the order issued in April, 2019. Court noted the name of the trust is unclear, and both of the names of the trusts on the captions of various pleadings list different numbers. Arguments by counsel. COURT ORDERED, Motion DENIED. MOTION TO SUBSTITUTE REAL PARTY IN INTEREST AND TO WITHDRAW AS COUNSEL OF RECORD FOR COUNTERCLAIMANT NONA TOBIN ON ORDER SHORTENING TIME At request of counsel, COURT ORDERED, Motion TAKEN OFF CALENDAR. Mr. Ochoa to prepare the order.

[Parties Present](#)[Return to Register of Actions](#)



1 **RPLY**

2 AARON R. MAURICE, ESQ.
3 Nevada Bar No. 6412
4 BRITTANY WOOD, ESQ.
5 Nevada Bar No. 7562
6 ELIZABETH E. ARONSON, ESQ.
7 Nevada Bar No. 14472

8 **MAURICE WOOD**
9 9525 Hillwood Drive, Suite 140
10 Las Vegas, Nevada 89134
11 Telephone: (702) 463-7616
12 Facsimile: (702) 463-6224
13 E-Mail: amaurice@mauricewood.com
14 bwood@mauricewood.com
15 earonson@mauricewood.com

16 Attorneys for Defendants,
17 BRIAN CHIESI AND DEBORA CHIESI,
18 erroneously sued as Brian Chiesti and Debora
19 Chiesti, and QUICKEN LOANS INC. n/k/a
20 QUICKEN LOANS, LLC

21 **DISTRICT COURT**
22 **CLARK COUNTY, NEVADA**

23 * * *

24 NONA TOBIN, an individual,
25 Plaintiff,

26 vs.

27 BRIAN CHIESTI, an individual; DEBORA
28 CHIESTI, an individual; QUICKEN LOANS
INC.; JOEL A. STOKES, an individual;
SANDRA STOKES as Trustees of JIMI
JACK IRREVOCABLE TRUST; JIMI
JACK IRREVOCABLE TRUST; NATIONSTAR
MORTGAGE LLC; RED ROCK FINANCIAL
SERVICES; DOES I through X inclusive; and
ROE CORPORATIONS I through V, inclusive,
Defendants.

CASE NO. A-19-799890-C

DEPT NO. 22

**BRIAN AND DEBORA CHIESI AND
QUICKEN LOANS, LLC'S REPLY
TO PLAINTIFF'S OPPOSITION TO
MOTION TO DISMISS AND
JOINDERS THERETO**

Hearing Date: August 11, 2020

Hearing Time: 8:30 a.m.

COME NOW, Defendants, Brian Chiesi and Debora Chiesi (collectively, "Chiesis"), erroneously sued as Brian Chiesti and Debora Chiesti, and Quicken Loans Inc., n/k/a Quicken Loans, LLC (together with the Chiesis, "Chiesi Defendants"), by and through their attorneys of record, MAURICE WOOD, and hereby file their Reply to Plaintiff's Opposition to Motion to Dismiss and Joinders Thereto.

MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

1 This Reply is made and based on the Points & Authorities herein, any pleadings on file
2 with the Court and any oral argument which this Court may choose to entertain.

3 **POINTS AND AUTHORITIES**

4 **I.**

5 **INTRODUCTION**

6 On July 6, 2019, the Chiesi Defendants filed their Joinder (“Chiesi Defendants’ Motion”)
7 to Red Rock Financial Services’ Motion to Dismiss Plaintiffs’ Amended Complaint (collectively,
8 “the Motions”).¹ As demonstrated in the Motions, Plaintiff’s Amended Complaint is part of a
9 continuing pattern of harassing and vexatious litigation that has been ongoing for the last six years
10 involving a title dispute following an NRS Chapter 116 HOA Foreclosure. After Tobin failed to
11 set aside the HOA Foreclosure in the Quiet Title Litigation in her capacity as trustee of the Gordon
12 B. Hansen Trust, Tobin filed this new action, in her *individual capacity*, asserting the same claims
13 and raising the same legal issues that were previously adjudicated in the Quiet Title Litigation.

14 As set forth in the Chiesi Defendants’ Motion, the Quitclaim Deed to Tobin constitutes a
15 “wild” deed (i.e., a deed outside the chain of title (see Snow v. Pioneer Title Ins. Co., 84 Nev. 480,
16 444 P.2d 125 (Nev. 1968))) because the Gordon B. Hansen Trust’s interest in the Property had
17 already been extinguished by the valid HOA Foreclosure conducted nearly three years prior to the
18 March 28, 2017 Quitclaim Deed to Tobin. Moreover, there is no question that Tobin, in her
19 individual capacity, is in privity with the Gordon B. Hansen Trust as the Quitclaim Deed to Tobin
20 purports to transfer any interest the Gordon B. Hansen Trust had in the Property to Tobin,
21 individually. Bower v. Harrah's Laughlin, Inc., 125 Nev. 470, 481, 215 P.3d 709, 718 (Nev.
22 2009)(A person is in privity with another if the person acquired an interest in the subject matter
23 affected by the judgment through one of the parties such as by inheritance, succession, or
24 purchase). Finally, the Quitclaim Deed was signed by Tobin, in her capacity as trustee, and
25 claimed an exemption from real property transfer tax as a transfer to or from a trust for no
26 consideration. Because Tobin’s Amended Complaint is based on the same claims and issues that

27 _____
28 ¹ Capitalized terms herein shall include the same definitions used in the Chiesi Defendants’ Motion.

1 were decided in the Quiet Title Litigation and Tobin’s Amended Complaint involves the same
2 parties *or the parties’ privies*, Tobin’s claims are barred by issue preclusion and claim preclusion.

3 On July 20, 2020, Tobin filed her Opposition to the Motions. Tobin’s Opposition focused
4 on the arguments advanced in Red Rock’s Motion and made no attempt to address the arguments
5 advanced by the Chiesi Defendants’ Motion. Specifically, Tobin’s Opposition asserts that because
6 the Amended Complaint includes “allegations occurring after the end of the prior lawsuit” (i.e.,
7 the transfer of title to the Property to the Chiesi Defendants) and “the parties are not the same” as
8 the parties involved in the Quiet Title Litigation, issue and claim preclusion would not preclude
9 Tobin from having this Court reconsider the title dispute that was previously resolved in the Quiet
10 Title Litigation. See Tobin’s Opposition, p.6, ll.8-9; 25-26.

11 As will be demonstrated below, the problem with Tobin’s Opposition is that it completely
12 fails to address the fact that Tobin is in privity to the Gordon B. Hansen Trust and the Chiesi
13 Defendants are in privity with the Jimijack Trust – both of whom were parties to the Quiet Title
14 Litigation. The Nevada Supreme Court has made clear that issue preclusion and claim preclusion
15 apply if the party against whom the judgment is asserted, was “a party *or in privity with a party* to
16 the prior litigation.” See Five Star Capital Corp. v. Ruby, 124 Nev. 1048, 1054, 194 P.3d 709, 713
17 (Nev. 2008). As set forth in the Chiesi Defendants’ Motion, and as will be demonstrated below,
18 Tobin’s claims are barred by issue preclusion and claim preclusion as both doctrines act to bar
19 further claims by parties *or their privies* based on claims that were or could have been raised in
20 the initial case. Accordingly, Tobin’s Amended Complaint should be dismissed with prejudice
21 and this Court should award Defendants their attorney’s fees pursuant to NRS 18.010(2)(b) to
22 deter Tobin from her ongoing pattern of vexatious litigation.

23 **II.**
24 **ARGUMENT**

25 **A. Tobin’s Opposition completely ignores that the privity element is met in this case.**

26 As set forth in the Chiesi Defendants’ Motion, in 2008, the Nevada Supreme Court clarified
27 Nevada law regarding *res judicata* and collateral estoppel, adopting the modern terminology of
28 claim and issue preclusion respectively, and establishing separate tests for each. See Five Star

1 Capital Corp. v. Ruby, 124 Nev. 1048, 194 P.3d 709 (Nev. 2008). The Five Star Court set forth a
2 three-part test for determining whether claim preclusion should apply: (1) the parties *or their*
3 *privies* are the same; (2) the final judgment is valid; and (3) the subsequent action is based on the
4 same claims or any part of them that were or could have been brought in the first case. Id. at 1054,
5 194 P.3d at 713. With respect to issue preclusion, the Five Star Court set forth a four-part test: (1)
6 the issue decided in the prior litigation must be identical to the issue presented in the current action;
7 (2) the initial ruling must have been on the merits and have become final; (3) the party against
8 whom the judgment is asserted must have been a party *or in privity with a party* to the prior
9 litigation; and (4) the issue was actually and necessarily litigated. Id. Under both tests, the Nevada
10 Supreme Court recognizes that issue preclusion and claim preclusion apply to the parties to the
11 prior litigation *and to parties in privity* with a party to the prior litigation.

12 This case presents a perfect example of why the Nevada Supreme Court would extend issue
13 preclusion and claim preclusion to a party's privities. For years, Nevada Courts were flooded with
14 quiet title disputes arising in connection with NRS Chapter 116 Foreclosures like the Quiet Title
15 Litigation involved in this case. For nearly a decade, judges in Nevada have been attempting to
16 move thousands of such cases through their already over-burdened dockets. If this Court simply
17 ignored the fact that issue preclusion and claim preclusion apply to parties *in privity* with a party
18 to prior litigation, any party who litigated an NRS Chapter 116 quiet title claim that wished to
19 challenge such a sale a second time (perhaps with the sole hope of obtaining a nuisance cost-of-
20 defense settlement), could simply record a wild deed for no consideration to a new entity, trust, or
21 person, just like Tobin did here. Ignoring the privity elements announced by the Five Star Court
22 would defeat the public policy in support of the doctrines of issue and claim preclusion and could
23 overwhelm the courts in Nevada with a second flood of quiet title claims seeking do-overs.

24 Tobin's Opposition advances a position that would have this Court ignore binding Nevada
25 Supreme Court precedent and completely re-write the doctrines of issue and claim preclusion.
26 Here, there can be no question that Tobin, in her individual capacity, is in privity with the Gordon
27 B. Hansen Trust. Bower v. Harrah's Laughlin, Inc., 125 Nev. 470, 481, 215 P.3d 709, 718 (Nev.
28 2009)(A person is in privity with another if the person acquired an interest in the subject matter

1 affected by the judgment through one of the parties such as by inheritance, succession, or purchase)
2 see also Restatement (Second) of Judgments, § 41(1)(a)(a beneficiary of a trust or estate is bound
3 by a judgment in which the trustee participated in the action). Although the Quitclaim Deed to
4 Tobin was recorded outside the chain of title (see Snow v. Pioneer Title Ins. Co., 84 Nev. 480, 444
5 P.2d 125 (Nev. 1968)), Tobin is nonetheless bound by the final judgment entered against the
6 Gordon B. Hansen Trust. Bower v. Harrah's Laughlin, Inc., 125 Nev. 470, 481, 215 P.3d 709, 718
7 (Nev. 2009).

8 Tobin's assertion that she "did not have a full and fair opportunity to litigate her individual
9 claims to the subject property" (see Opposition, p.7, ll.7-8), ignores the fact that it was *Tobin's*
10 *own trial testimony* that proved fatal to her claims in the Quiet Title Litigation. As set forth in the
11 Chiesi Defendants' Motion, Judge Kishner conducted a bench trial to resolve the Counterclaims
12 asserted by the Hansen Trust in the Answer and Counterclaim. See RJN Exhibit 14, n.1. Following
13 the bench trial, Judge Kishner entered judgment in favor of the Jimijack. Specifically, Judge
14 Kishner found that the Counterclaims failed based on Tobin's trial testimony in which she
15 acknowledged the house had been subject to multiple short sales, the Trust was in default with the
16 lender and the HOA, and Tobin had received the Notice of Foreclosure Sale. Id. at Conclusion of
17 Law No. 5. In this regard, Tobin's assertion that: "Fairness requires [Tobin] have her day in court"
18 is belied by the fact that it was Tobin's trial testimony that proved fatal to her claims.

19 By filing a second complaint regarding the same transaction that was involved in the Quiet
20 Title Litigation, Tobin is impermissibly attempting to have this Court substitute its judgment for
21 that of Judge Kishner – and worse the Nevada Supreme Court's review of the Quiet Title
22 Litigation. Tobin's Amended Complaint goes against the public policy reasons supporting claim
23 preclusion which is founded upon the "public policy of limiting litigation by preventing a party
24 who had one full and fair opportunity to litigate an issue from again drawing it into controversy."
25 Bower v. Harrah's Laughlin, Inc., 125 Nev. 37, 215 P.3d 709, 718 (Nev. 2009). Tobin has already
26 caused several of the Defendants to this action to needlessly incur thousands of dollars in attorney's
27 fees defending against the frivolously filed Quiet Title Litigation. Now, Tobin also forces new
28 innocent purchasers to defend against her frivolous claims. This is precisely the type of case that

1 the doctrines of issue preclusion and claim preclusion are designed to prevent. Accordingly, this
2 Court should find that Tobin's Complaint is barred by the doctrines of issue and claim preclusion
3 and dismiss Tobin's Amended Complaint with prejudice.

4 **B. This Court should award the Chiesi Defendants their attorney's fees incurred in**
5 **defense of Tobin's frivolous claims.**

6 As set forth in the Chiesi Defendants' Motion, Plaintiff's Amended Complaint is the latest
7 in a pattern of harassing and vexatious litigation. Unless this Court imposes sanctions against
8 Tobin by requiring Tobin to reimburse the Chiesi Defendants for their attorney's fees and costs,
9 Tobin will continue to abuse the legal system by filing further frivolous and vexatious claims that
10 overburden the limited judicial resources of this Court, thereby hindering the timely resolution of
11 meritorious claims and increasing the costs of engaging in business and providing professional
12 services to the public. Tobin's Opposition made no attempt to address the Chiesi Defendants'
13 request for attorney's fees. As a result, Tobin's Opposition may be deemed an acknowledgment
14 of the merits of the Chiesi Defendants' Motion. See EDCR 2.20(e) (Failure of the opposing party
15 to serve and file written opposition may be construed as an admission that the motion is
16 meritorious).

17 Accordingly, this Court should award the Chiesi Defendants their reasonable attorney's
18 fees and costs incurred in the defense of Tobin's claims pursuant to NRS 18.010(2)(b).

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MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

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III.

CONCLUSION

As demonstrated above and as previously determined by Judge Kishner, Tobin’s claims find no support in fact or law. Accordingly, Tobin’s Amended Complaint should be dismissed, with prejudice, and this Court should award the Chiesi Defendants their attorney’s fees pursuant to NRS 18.010(2)(b) to deter Tobin from continuing her pattern of vexatious litigation.

DATED this 3rd day of August, 2020.

MAURICE WOOD

By /s/Brittany Wood

AARON R. MAURICE, ESQ.
Nevada Bar No. 006412
BRITTANY WOOD, ESQ.
Nevada Bar No. 007562
ELIZABETH E. ARONSON, ESQ.
Nevada Bar No. 14472
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134

Attorneys for Defendants,
BRIAN CHIESI AND DEBORA CHIESI,
erroneously sued as Brian Chiesti and Debora
Chiesti, and QUICKEN LOANS INC. n/k/a
QUICKEN LOANS, LLC

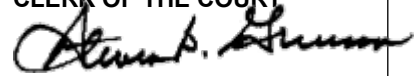
MAURICE WOOD
9525 Hillwood Drive, Suite 140
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Tel: (702) 463-7616 Fax: (702) 463-6224

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Maurice Wood, and that on the 3rd day of August, 2020, I caused to be served a true and correct copy of the foregoing **BRIAN AND DEBORA CHIESI AND QUICKEN LOANS LLC'S REPLY TO PLAINTIFF'S OPPOSITION TO MOTION TO DISMISS AND JOINDERS THERETO** in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

/s/Brittany Wood
An Employee of MAURICE WOOD



1 **MAFC**
AARON R. MAURICE, ESQ.
2 Nevada Bar No. 6412
BRITTANY WOOD, ESQ.
3 Nevada Bar No. 7562
ELIZABETH E. ARONSON, ESQ.
4 Nevada Bar No. 14472

MAURICE WOOD
5 9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
6 Telephone: (702) 463-7616
Facsimile: (702) 463-6224
7 E-Mail: amaurice@mauricewood.com
bwood@mauricewood.com
8 earonson@mauricewood.com

9 Attorneys for Defendants,
BRIAN CHIESI AND DEBORA CHIESI,
10 erroneously sued as Brian Chiesti and Debora
Chiesti, and QUICKEN LOANS INC. n/k/a
11 QUICKEN LOANS, LLC

12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 * * *

15 NONA TOBIN, an individual,
Plaintiff,

16 vs.

17 BRIAN CHIESTI, an individual; DEBORA
18 CHIESTI, an individual; QUICKEN LOANS
INC.; JOEL A. STOKES, an individual;
19 SANDRA STOKES as Trustees of JIMI JACK
IRREVOCABLE TRUST; JIMI JACK
20 IRREVOCABLE TRUST; NATIONSTAR
MORTGAGE LLC; RED ROCK FINANCIAL
21 SERVICES; DOES I through X inclusive; and
ROE CORPORATIONS I through V, inclusive,
22 Defendants.

CASE NO. A-19-799890-C

DEPT NO. 22

**MOTION FOR ATTORNEY'S FEES
AND COSTS**

HEARING DATE REQUESTED

23 COME NOW, Defendants, Brian Chiesi and Debora Chiesi (collectively, "Chiesis"),
24 erroneously sued as Brian Chiesti and Debora Chiesti, and Quicken Loans Inc., n/k/a Quicken
25 Loans, LLC (together with the Chiesis, "Chiesi Defendants"), by and through their attorneys of
26 record, MAURICE WOOD, and hereby file their Motion for Attorney's Fees and Costs.
27
28

MAURICE WOOD
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A. This Court should award the Chiesi Defendants their attorney’s fees incurred in defense of Tobin’s frivolous claims.

When a claim is brought or maintained without reasonable ground, NRS 18.010(2)(b) allows the Court to award the prevailing party its attorney’s fees incurred in defending against the groundless claims. NRS 18.010(2)(b) provides:

(2) In addition to the cases where an allowance is authorized by specific statute, the court may make an allowance of attorney’s fees to a prevailing party:
.....

(b) Without regard to the recovery sought, when the court finds that the claim, counterclaim, cross-claim or third-party complaint or defense of the opposing party was brought or maintained without reasonable ground or to harass the prevailing party. The court shall liberally construe the provisions of this paragraph in favor of awarding attorney’s fees in all appropriate situations. It is the intent of the Legislature that the court award attorney’s fees pursuant to this paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish for and deter frivolous or vexatious claims and defenses because such claims and defenses overburden limited judicial resources, hinder the timely resolution of meritorious claims and increase the costs of engaging in business and providing professional services to the public.

(emphasis added).

The Nevada Supreme Court has interpreted NRS 18.010(2)(b) to require the trial court to determine whether a party had reasonable grounds for its claims or defenses. See Bergman v. Boyce, 109 Nev. 670, 856 P.2d 560 (Nev. 1993)(finding that the trial court abused its discretion in denying defendant’s motion for attorney’s fees where some of plaintiff’s claims were groundless). A claim is groundless if the claim is not supported by any credible evidence. Id. at 675, 856 P.2d at 563.

Here, as set forth in the Chiesi Defendant’s Motion to Dismiss Plaintiff’s Amended Complaint, Tobin’s Amended Complaint is the latest in a pattern of harassing and vexatious litigation. Although Judge Kishner previously denied the parties’ request for sanctions, the Court did so “without prejudice.” Unless this Court imposes sanctions against Tobin by requiring Tobin to reimburse the Chiesi Defendants for their attorney’s fees, Tobin will continue to abuse the legal

1 system by filing further frivolous and vexatious claims that overburden the limited judicial
2 resources of this Court, thereby hindering the timely resolution of meritorious claims and
3 increasing the costs of engaging in business and providing professional services to the public. This
4 is precisely the type of case the Nevada Legislature sought to deter by enacting NRS 18.010(2)(b).
5 Accordingly, this Court should award the Chiesi Defendants their reasonable attorney's fees.

6 The determination of the reasonableness of fees is within the discretion of the trial judge.
7 See Parodi v. Budetti, 115 Nev. 236, 242 n.4, 984 P.2d 172, n.4 (1999). However, the following
8 factors must be considered when determining the reasonable value of an attorney's services: (1)
9 the qualities of the advocate: her ability, her training, education, experience, professional standing
10 and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time
11 and skill required, the responsibility imposed and the prominence and character of the parties
12 where they affect the importance of the litigation; (3) the work actually performed by the lawyer:
13 the skill, time and attention given to the work; (4) the result: whether the attorney was successful
14 and what benefits were derived. See Brunzell v. Golden Gate National Bank, 85 Nev. 345, 455
15 P.2d 31 (1969). As to costs, the Supreme Court of Nevada has held that costs must be actual,
16 reasonable and properly documented to be recoverable. See Bobby Berosini, Ltd. v. People for
17 the Ethical Treatment of Animals, 114 Nev. 1348, 971 P.2d 383 (1998).

18 In the instant matter, the fees charged are commensurate with the attorney's extensive
19 experience in commercial litigation and consistent with customary billing rates within the Southern
20 Nevada legal community. The Chiesi Defendants have been represented by Brittany Wood of
21 Maurice Wood. Ms. Wood have been practicing law in Nevada for twenty years and has extensive
22 experience in title litigation. See Declaration of Brittany Wood, attached hereto as Exhibit 1.

23 With regard to the work performed, a significant portion of attorney's fees were incurred
24 as a result of: (1) the extensive filings in the prior action and its appeal to which the Chiesi
25 Defendants were not parties, thus requiring significant document review by Ms. Wood; (2) the
26 extensive title history set forth in the Request for Judicial Notice filed by the Chiesi Defendants
27 which was filed to establish the privity of the parties to this action to the parties named in the prior
28 action. See, e.g., Billing Statements, attached hereto as Exhibit 2. It is respectfully submitted that

MAURICE WOOD

9525 Hillwood Drive, Suite 140

Las Vegas, Nevada 89134

Tel: (702) 463-7616 Fax: (702) 463-6224

1 the Billing Statements incorporated herein and the result achieved by the Chiesi Defendant's
2 counsel (i.e., defeating Plaintiff's claims against the Chiesi Defendants) demonstrates the character
3 of the work performed and its importance to this case. Moreover, the costs incurred were actual,
4 reasonable, and properly documented. See Memorandum of Costs, attached hereto as Exhibit 3.
5 Accordingly, this Court should award the Chiesi Defendants \$9,480 in attorney's fees and \$308.99
6 in costs.

7 DATED this 16th day of September, 2020.

8 MAURICE WOOD

9
10 By /s/Brittany Wood

AARON R. MAURICE, ESQ.

Nevada Bar No. 006412

BRITTANY WOOD, ESQ.

Nevada Bar No. 007562

ELIZABETH E. ARONSON, ESQ.

Nevada Bar No. 14472

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Las Vegas, Nevada 89134

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15 Attorneys for Defendants,
16 BRIAN CHIESI AND DEBORA CHIESI,
17 erroneously sued as Brian Chiesti and Debora
18 Chiesti, and QUICKEN LOANS INC., n/k/a
19 QUICKEN LOANS LLC
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Maurice Wood, and that on the 16th day of September, 2020, I caused to be served a true and correct copy of the foregoing **MOTION FOR ATTORNEY’S FEES AND COSTS** in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court’s facilities to those parties listed on the Court’s Master Service List.

/s/ Brittany Wood
An Employee of MAURICE WOOD

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EXHIBIT 1

1 AARON R. MAURICE, ESQ.
 Nevada Bar No. 6412
 2 BRITTANY WOOD, ESQ.
 Nevada Bar No. 7562
 3 ELIZABETH E. ARONSON, ESQ.
 Nevada Bar No. 14472
 4 **MAURICE WOOD**
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 5 Las Vegas, Nevada 89134
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 6 Facsimile: (702) 463-6224
 E-Mail: amaurice@mauricewood.com
 7 bwood@mauricewood.com
 earonson@mauricewood.com

8 Attorneys for Defendants,
 9 BRIAN CHIESI AND DEBORA CHIESI,
 erroneously sued as Brian Chiesti and Debora
 10 Chiesti, and QUICKEN LOANS INC. n/k/a
 QUICKEN LOANS, LLC

11 **DISTRICT COURT**
 12 **CLARK COUNTY, NEVADA**

13 * * *

14 NONA TOBIN, an individual,
 Plaintiff,
 15
 vs.
 16
 17 BRIAN CHIESTI, an individual; DEBORA
 CHIESTI, an individual; QUICKEN LOANS
 INC.; JOEL A. STOKES, an individual;
 18 SANDRA STOKES as Trustees of JIMI JACK
 IRREVOCABLE TRUST; JIMI JACK
 19 IRREVOCABLE TRUST; NATIONSTAR
 MORTGAGE LLC; RED ROCK FINANCIAL
 20 SERVICES; DOES I through X inclusive; and
 ROE CORPORATIONS I through V, inclusive,
 21
 Defendants.

CASE NO. A-19-799890-C
 DEPT NO. 22

DECLARATION OF BRITTANY WOOD IN SUPPORT OF MOTION FOR ATTORNEY'S FEES AND COSTS

22 BRITTANY WOOD declares under penalty of perjury as follows:

23
 24 1. I am counsel of record for Brian Chiesi and Debora Chiesi (collectively, "Chiesis"),
 25 erroneously sued as Brian Chiesti and Debora Chiesti, and Quicken Loans Inc., n/k/a Quicken
 26 Loans, LLC (together with the Chiesis, "Chiesi Defendants") in above-referenced action. I am
 27 over the age of 18, have personal knowledge of the matters set forth herein, unless otherwise stated,
 28 and am competent to testify to the same if called upon to do so.

EXHIBIT 2

Maurice Wood

9525 Hillwood Drive #140
Las Vegas, NV 89134

INVOICE

Invoice # 135
Date: 07/01/2020
Due On: 07/31/2020



Chiesi

File No. 10595-5; 

Date	Attorney	Notes	Quantity	Rate	Total
06/18/2020	BW	Commence analyzing documents provided by Company to identify additional documents needed to formulate strategy	1.40	\$300.00	\$420.00
06/18/2020	BW	Draft correspondence to Plaintiff's counsel requesting an extension	0.10	\$300.00	\$30.00
06/18/2020	BW	Telephone conference with owners re:  	0.50	\$300.00	\$150.00
06/19/2020	BW	Commence analyzing documents in 2015 Quiet Title Litigation and Appeal to formulate recommended action to respond to Complaint	3.40	\$300.00	\$1,020.00
06/19/2020	BW	Analyze filings in 2015 Appeal and discuss same with Company	0.70	\$300.00	\$210.00
06/22/2020	BW	Legal research re: issue and claim preclusion to support motion to dismiss amended complaint	1.20	\$300.00	\$360.00
06/22/2020	BW	Commence drafting argument section of claim preclusion in motion to dismiss	0.40	\$300.00	\$120.00
06/25/2020	BW	Receipt, review and respond to correspondence from Company re: Answer	0.10	\$300.00	\$30.00
06/25/2020	BW	Telephone conference with Plaintiff's counsel's office re: non response to extension; draft follow up e-mail to counsel requesting confirmation of requested extension and advising of further retention on behalf of lender	0.10	\$300.00	\$30.00
06/25/2020	BW	Receipt of confirmation of extension; update Company and owners re: same	0.10	\$300.00	\$30.00
06/26/2020	BW	Receipt of correspondence from owners  	0.40	\$300.00	\$120.00

[REDACTED]					
06/29/2020	BW	Commence drafting statement of facts in support of motion to dismiss	2.40	\$300.00	\$720.00
06/29/2020	BW	Draft Introduction to Motion to Dismiss	0.70	\$300.00	\$210.00
06/30/2020	BW	Continue drafting statement of facts in support of motion to dismiss	1.90	\$300.00	\$570.00
06/30/2020	BW	Finish drafting argument section of motion to dismiss	1.70	\$300.00	\$510.00
06/30/2020	BW	Draft motion for attorneys fees	0.70	\$300.00	\$210.00
Quantity Subtotal					15.8
Quantity Total					15.8
Subtotal					\$4,740.00
Total					\$4,740.00
Payment (07/21/2020)					-\$4,740.00
Balance Owing					\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
225	10/02/2020	\$1,473.50	\$0.00	\$1,473.50

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
135	07/31/2020	\$4,740.00	\$4,740.00	\$0.00
Outstanding Balance				\$1,473.50
Total Amount Outstanding				\$1,473.50

Please make all amounts payable to: Maurice Wood

Please pay within 30 days.

Maurice Wood

9525 Hillwood Drive #140
Las Vegas, NV 89134

INVOICE

Invoice # 171
Date: 08/03/2020
Due On: 09/02/2020

[REDACTED]

Chiesi

File No. 10595-5; [REDACTED]

Services

Date	Attorney	Notes	Quantity	Rate	Total
07/01/2020	BW	Analyze public records and draft Request for Judicial Notice	1.20	\$300.00	\$360.00
07/02/2020	BW	Receipt, review and respond to [REDACTED] [REDACTED]; [REDACTED]	0.20	\$300.00	\$60.00
07/06/2020	BW	Telephone conference with Company to discuss [REDACTED] [REDACTED]	1.00	\$300.00	\$300.00
07/06/2020	BW	Draft Initial Appearance Fee Disclosure and finalize motion to dismiss and request for judicial notice for filing	0.30	\$300.00	\$90.00
07/06/2020	BW	Receipt, review and respond to correspondence from owners' re: [REDACTED]	0.20	\$300.00	\$60.00
07/06/2020	BW	Review and respond to questions from [REDACTED] [REDACTED]	0.20	\$300.00	\$60.00
07/07/2020	BW	[REDACTED]	0.40	\$300.00	\$120.00
07/10/2020	BW	Receipt review and respond to correspondence from Plaintiff's counsel and various other parties regarding request to continue hearing on motion to dismiss	0.20	\$300.00	\$60.00
07/10/2020	BW	Review and respond to correspondence from lender re: [REDACTED]	0.10	\$300.00	\$30.00
07/13/2020	BW	Review and respond to correspondence from Plaintiff's counsel re: proposed stipulation	0.10	\$300.00	\$30.00
07/13/2020	BW	Draft updates to insureds and company re: [REDACTED]	0.20	\$300.00	\$60.00

		[REDACTED]	[REDACTED]			
07/21/2020	BW	Review Plaintiff's Opposition to Motion to Dismiss	0.20	\$300.00	\$60.00	
07/21/2020	BW	Draft correspondence to lender and Company re: filed Opposition	0.10	\$300.00	\$30.00	
07/28/2020	BW	Analyze authority cited in Plaintiff's Opposition to Motion to Dismiss in preparation of drafting Reply	0.80	\$300.00	\$240.00	
07/28/2020	BW	Draft introduction to Reply to Motion to Dismiss	1.20	\$300.00	\$360.00	
07/28/2020	BW	Draft argument section in Reply to Opposition to Motion to Dismiss	3.90	\$300.00	\$1,170.00	
07/28/2020	BW	Draft correspondence to Company and lender re: [REDACTED]	0.10	\$300.00	\$30.00	
07/29/2020	BW	Receipt of correspondence from lender [REDACTED]	0.20	\$300.00	\$60.00	
07/30/2020	BW	Review and respond to correspondence from Company re: [REDACTED]	0.10	\$300.00	\$30.00	
07/31/2020	BW	Review and respond to correspondence from owners re: [REDACTED]	0.20	\$300.00	\$60.00	

Quantity Subtotal 10.9
Services Subtotal \$3,270.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/06/2020	Clark County Electronic File & Serve Fee: Filing Fee for Motion to Dismiss	1.00	\$3.50	\$3.50
Expense	07/06/2020	Clark County Electronic File & Serve Fee: Filing Fee for Request for Judicial Notice	1.00	\$3.50	\$3.50
Expense	07/06/2020	Filing Fee: Initial Appearance Fee Disclosure (3 defendants)	1.00	\$294.99	\$294.99

Expenses Subtotal \$301.99
Quantity Total 10.9
Subtotal \$3,571.99
Total \$3,571.99
Payment (08/24/2020) -\$3,571.99

Balance Owing \$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
225	10/02/2020	\$1,473.50	\$0.00	\$1,473.50

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
171	09/02/2020	\$3,571.99	\$3,571.99	\$0.00

Outstanding Balance \$1,473.50
Total Amount Outstanding \$1,473.50

Please make all amounts payable to: Maurice Wood

Please pay within 30 days.

Maurice Wood

9525 Hillwood Drive #140
Las Vegas, NV 89134

INVOICE

Invoice # 225
Date: 09/02/2020
Due On: 10/02/2020

[REDACTED]

Chiesi

File No. 10595-5; [REDACTED]

Services

Date	Attorney	Notes	Quantity	Rate	Total
08/01/2020	BW	Review and respond to correspondence from owner re: [REDACTED]	0.20	\$300.00	\$60.00
08/03/2020	BW	Receipt of correspondence from Company [REDACTED]; finalize reply for service on parties	0.20	\$300.00	\$60.00
08/03/2020	BW	Draft correspondence to Company, owner and lender with filed Reply	0.10	\$300.00	\$30.00
08/03/2020	BW	Receipt and review Red Rock's Reply to Plaintiff's Opposition to Motion to Dismiss	0.20	\$300.00	\$60.00
08/04/2020	BW	Receipt and review Jimijack Reply in Support	0.20	\$300.00	\$60.00
08/05/2020	BW	Receipt, review and respond to order from Court re: contact information for upcoming hearing	0.20	\$300.00	\$60.00
08/10/2020	BW	Analyze briefs and case law from briefs to draft outline of initial argument for hearing	1.80	\$300.00	\$540.00
08/11/2020	BW	Attend hearing on Motion to Dismiss	1.60	\$300.00	\$480.00
08/11/2020	BW	Draft update to insureds and Company re: [REDACTED]	0.10	\$300.00	\$30.00
08/11/2020	BW	Receipt and review correspondence from owner re: [REDACTED]	0.10	\$300.00	\$30.00
08/12/2020	BW	Receipt, review, and respond to correspondence from [REDACTED]	0.10	\$300.00	\$30.00
08/13/2020	BW	Receipt of correspondence from lender [REDACTED]	0.10	\$300.00	\$30.00
Quantity Subtotal					4.9

Services Subtotal \$1,470.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	08/03/2020	Clark County Electronic File & Serve Fee: Reply to Opposition to Motion to Dismiss	1.00	\$3.50	\$3.50
Expenses Subtotal					\$3.50
Quantity Total					4.9
Subtotal					\$1,473.50
Total					\$1,473.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
225	10/02/2020	\$1,473.50	\$0.00	\$1,473.50
Outstanding Balance				\$1,473.50
Total Amount Outstanding				\$1,473.50

Please make all amounts payable to: Maurice Wood

Please pay within 30 days.

EXHIBIT 3

MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

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MEMC
AARON R. MAURICE, ESQ.
Nevada Bar No. 6412
BRITTANY WOOD, ESQ.
Nevada Bar No. 7562
ELIZABETH E. ARONSON, ESQ.
Nevada Bar No. 14472

MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Telephone: (702) 463-7616
Facsimile: (702) 463-6224
E-Mail: amaurice@mauricewood.com
bwood@mauricewood.com
earonson@mauricewood.com

Attorneys for Defendants,
BRIAN CHIESI AND DEBORA CHIESI,
erroneously sued as Brian Chiesti and Debora
Chiesti, and QUICKEN LOANS INC. n/k/a
QUICKEN LOANS, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

NONA TOBIN, an individual,
Plaintiff,

vs.

BRIAN CHIESTI, an individual; DEBORA
CHIESTI, an individual; QUICKEN LOANS
INC.; JOEL A. STOKES, an individual;
SANDRA STOKES as Trustees of JIMI JACK
IRREVOCABLE TRUST; JIMI JACK
IRREVOCABLE TRUST; NATIONSTAR
MORTGAGE LLC; RED ROCK FINANCIAL
SERVICES; DOES I through X inclusive; and
ROE CORPORATIONS I through V, inclusive,

Defendants.

CASE NO. A-19-799890-C
DEPT NO. 22

**MEMORANDUM OF COSTS &
DISBURSEMENTS**

- Filing Fees.....\$ 308.99
- Motion to Dismiss: \$3.50
 - Request for Judicial Notice: \$3.50
 - Initial Appearance Fee Disclosure (3 defendants): \$294.99
 - Reply to Opposition to Motion to Dismiss: \$3.50
 - Motion for Attorney’s Fees: \$3.50

MAURICE WOOD

9525 Hillwood Drive, Suite 140

Las Vegas, Nevada 89134

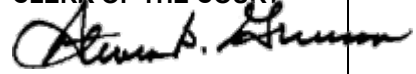
Tel: (702) 463-7616 Fax: (702) 463-6224

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I, Brittany Wood, state that I am the attorney for the Chiesi Defendants in the above-referenced matter. I have personal knowledge of the above costs and disbursements expended; the items contained in the above memorandum are true and correct to the best of my knowledge and belief; and said disbursements have been necessarily incurred and paid in this action.

I declare under penalty of perjury of the law of the State of Nevada that the foregoing is true and correct.

/s/ Brittany Wood
BRITTANY WOOD



1 JOHN W. THOMSON, ESQ.
2 Nevada Bar No. 5802
3 THOMSON LAW PC
4 2450 St. Rose Parkway, Suite 120
5 Henderson, NV 89074
6 (702) 478-8282 Telephone
7 (702) 541-9500 Facsimile
8 Email: johnwthomson@ymail.com
9 Attorney for Plaintiff Nona Tobin

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 NONA TOBIN, an Individual

10 Plaintiff,

11 vs.

12
13 BRIAN CHIESI, an individual; DEBORA
14 CHIESI, an individual; QUICKEN LOANS
15 INC.; JOEL A. STOKES, an individual;
16 JOEL A. STOKES and SANDRA STOKES
17 as Trustees of JIMI JACK IRREVOCABLE
18 TRUST; JIMI JACK IRREVOCABLE
19 TRUST; NATIONSTAR MORTGAGE LLC;
20 RED ROCK FINANCIAL SERVICES;
21 DOES I through X inclusive; and ROE
22 CORPORATIONS I through V, inclusive

23 Defendants.

Case No.: A-19-799890-C
Dept No.: 22

**OPPOSITION TO CHIESI AND
QUICKEN LOANS MOTION FOR
ATTORNEY FEES AND COSTS**

Hearing Date: October 29, 2020
Hearing Time:

21 Comes now, Plaintiff NONA TOBIN, AN INDIVIDUAL, (hereinafter "Plaintiff" or
22 "Tobin"), by and through her attorney of record, Thomson Law PC, through attorney John W.
23 Thomson, Esq., and hereby submits her Opposition to the Chiesi defendants and defendant
24 Quicken Loans (hereinafter "defendants") Motion for Attorney Fees and Costs.

25
26 This motion is based on the attached Memorandum of Points and Authorities, the
27
28

1 pleadings and papers on file in this case, and any oral arguments made at the time of hearing on
2 this matter.

3 Dated this 8th day of October, 2020.
4

5 THOMSON LAW PC

6 */s/ John W. Thomson*

7 JOHN W. THOMSON, ESQ.

8 Nevada Bar No. 5802

9 2450 St. Rose Parkway, Suite 120

10 Henderson, Nevada 89074

11 *Attorney for Plaintiff Nona Tobin*

12 MEMORANDUM OF POINTS AND AUTHORITIES

13 INTRODUCTION

14 Defendants seek almost \$10,000 in attorney fees and costs for filing a simple joinder to a
15 motion to dismiss and a misleading Request for Judicial Notice (RFJN) of 17 public documents.
16 Anything other than a simple one-paragraph joinder was unnecessary because Red Rock had
17 already made the arguments upon which the defendants prevailed. The amount claimed for fees
18 for filing a joinder is excessive. The heavy lifting was done by Red Rock and a joinder doesn't
19 required 30 hours of work.
20

21 The basis for the Motion to order Tobin pay attorney fees and costs is NRS 18.010(2)(b);
22 that the claims were brought or maintained without reasonable grounds. Although the Court
23 granted the Motion to Dismiss on the basis of Claim Preclusion, the claim for attorney fees and
24 costs should not be granted because plaintiff did not bring the claims to harass a party and had
25 reasonable grounds to bring the claims. Nona's status as an individual in the prior lawsuit was
26 not clear. The prior Court did not rule that Nona's individual claims were extinguished, just that
27 she wasn't properly before the Court as an individual. The inconsistent rulings caused Nona to
28

1 file this lawsuit to make sure that all of her individual rights were not lost. Only after they were
2 brought before this Court was her status in the Court's viewpoint made clear.

3 Further, there were two recorded Lis Pendens on the property when the Defendants
4 recorded their interest in the property on 12/27/19. The Chiesi and Quicken Loans defendants
5 were not parties in the prior lawsuit. At the very least, plaintiff had the right to have her
6 individual rights declared vis a vie these new defendants.
7

8 FACTS

9 The Chiesi defendants and Quicken Loans defendant are asking for their attorney fees
10 and costs in the amount of almost \$10,000.00 for filing a joinder to a Motion to Dismiss. There
11 was no communication by the defendants to plaintiff when the lawsuit was filed about the suit
12 lacking merit. There was no communication as to why they did not pursue a claim against the
13 title insurance which would be the usual and customary business practice.
14

15 In looking at the record from the prior case, it is clear that Nona's rights as an individual
16 were in question. Not wanting to waive any of her rights, the present lawsuit was filed to have
17 the Court declare, one way or the other, that her individual rights were either ruled upon or that
18 she had claims that could be pursued. If the Court had ruled that some of her claims still exist,
19 then those claims would have been lost if she hadn't brought them.
20

21 Two separate Notices of Lis Pendens recorded and filed on August 14, 2019 by Nona
22 personally. The first (instrument number 20190814-00003583, attached as **EXHIBIT 1**)
23 provided public notice of both her appeal as an individual and her separate appeal as the GBHT
24 trustee, and the second Lis Pendens (instrument number 20190814-00003583, attached as
25 **EXHIBIT 2**) related to the instant case. These were recorded pro se on 8/14/19, were not
26 extinguished before the Chiesi's and Quicken Loans recorded their interests in the subject
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1 property on December 27, 2019, were on the record on July 6, 2020 when the Chiesi/Quicken
2 Request For Judicial notice was filed without including them, and both Lis pendens are still on
3 the record today. Tobin had the right to ask the Court to declare her status individually.

4
5 The Chiesi defendants, and their lender, defendant Quicken Loans, took their recorded
6 interest in the property knowing that the title was contested, and chose to file a suspect RFJN
7 instead of filing a claim for title insurance to be made whole. The Chiesi Defendants could have
8 included the entire title history for the subject property, but did not. Instead, the Court got a
9 skewed version of the recorded history of the title, which the Court didn't rely on to grant the
10 Motion to Dismiss. The work spent on the RFJN was unnecessary and shouldn't be awarded.

11
12 Nona vigorously attempted to have her individual claims and arguments heard in District
13 Court Case No. A-15-720032-C (hereinafter "prior litigation"), but the defendants in lock step
14 opposed her inclusion even more energetically. Nona asserted her claims as an individual
15 instead of as the trustee of a trust because the trust was closed on 3/28/17. The Court even
16 granted Nona the right to intervene as an individual on Jan. 11, 2017. Causing confusion and
17 compelling Nona to file the present action so as to not lose her rights, the District Court in the
18 prior litigation, after three and half years, suddenly did not recognize Nona Tobin an individual
19 as a party to the litigation but only in her capacity as trustee of the Gordon B. Hansen Trust.
20

21 This ruling was essentially confirmed in the present case. But until and unless Nona
22 brought the present lawsuit as an individual, her rights and claims were ambiguous. Defendants
23 could have argued, if the appeal on behalf of the trust and in her capacity as trustee proves
24 successful, that Nona as an individual has waived her rights. This lawsuit, and the appeal filed by
25 Nona as an individual, were necessary to clear up the ambiguity about her rights to the property
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1 and excess proceeds as an individual. This lawsuit had merit and purpose, was not brought to
2 harass, and is based on reasonable grounds.

3 The prior Court found that “all parties to the case have perpetuated confusion as to Nona
4 Tobin’s status as a party by continuing to make reference to Nona Tobin, as an individual, as a
5 party to the case.” (see the 11/22/19 Notice of Findings of Fact, Conclusions of Law and Order
6 entered by the District Court in the prior litigation, page 3, paragraph 4). The defendants, who
7 caused the confusion about her status as an individual, cannot now recover attorney fees and
8 costs when Nona filed a lawsuit to clear up the confusion and attempt to preserve her claims.
9

10 It is undisputed now that the court has ruled on the complaint filed, that Nona, as an
11 individual, was not a party plaintiff to the underlying litigation, and that Red Rock, Joel Stokes
12 as an individual, the Chiesi’s and Quicken Loans were not defendant parties to the underlying
13 litigation. Nona’s rights as an individual had to be asserted in this action to get the Court’s
14 declaration and clarification.
15

16 Chiesi/Quicken never explained why a joinder, including a deceptive RFJN, was
17 warranted and not merely a form of harassment. Chiesi/Quicken have a readily available remedy
18 if Tobin prevails from title insurance allegedly issued by Driggs Title Company in escrow
19 number 19-11-120779JHChiesi/Quicken did not explain how allowing Tobin’s case to be heard
20 on its merits is prejudicial to them in any way. If the Court had declared that Nona’s individual
21 rights in the property were reinstated, the Chiesi/Quicken defendants would be made whole
22 through the title insurance that issued a policy even though the title history is complex and
23 unsure; especially with two Lis Pendens recorded at the time of the Chiesi closing.
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1 **LEGAL ARGUMENT**

2 In February of 2020, the Nevada Court of Appeals ruled that the District Court had
3 abused its discretion in awarding attorney’s fees under NRS 18.010(2)(b) after the plaintiff’s
4 complaint was dismissed because of equitable estoppel. "Although a district court has discretion
5 to award attorney fees under NRS 18.010(2)(b), there must be evidence supporting the district
6 court’s finding that the claim or defense was unreasonable or brought to harass." *Id.* at 580-81,
7 427 P.3d at 113 (quoting *Bower v. Harrah’s Laughlin Inc.*, 125 Nev. 470, 493, 215 P.3d 709,
8 726 (2009)). For a claim to be frivolous or groundless under NRS 18.010(2)(b), there cannot be
9 any credible evidence to support it. *Id.* at 580, 427 P.3d at 113 (citing *Semenza v. Caughlin*
10 *Crafted Homes* , 111 Nev. 1089, 1095, 901 P.2d 684, 687-88 (1995)). *Baclet v. Baclet (In re*
11 *Estate of Baclet)*, 458 P.3d 427 (Table) (Nev. App. 2020).
12
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14 In our case, there is no evidence that Nona’s claims were unreasonable or brought to
15 harass. Quite the opposite; Nona’s claims were necessarily brought to clarify her status and
16 rights to the real estate as individual. The Court ruled that all of her rights as an individual derive
17 from her status as Trustee of the Hansen Trust. On remand, should Nona prevail on the pending
18 appeal, there will be no confusion about Nona’s rights and the claims she can and cannot bring;
19 but it is because of this lawsuit that this will be possible. Clarification mandated this suit be
20 brought. That was Nona’s intent, not to harass.
21

22 In addition, there is credible evidence to support Nona’s First Amended Complaint. The
23 Opposition Brief outlines the confusion brought about by the parties themselves as whether or
24 not Nona, as an individual, was a party to the prior litigation. If she was, or should have been,
25 then her individual rights were still not adjudicated as her claims were never heard on their
26 merits. Because of the late ruling by the previous court that Nona wasn’t a party, even though
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1 everyone considered her a party as an individual, all of Nona's evidence and her motions were
2 stricken from the record. At a minimum, clarification was necessary. If she wasn't a party, then
3 her rights to assert a quiet title claim pursuant to NRS 40.010 continued and would have been
4 lost if she didn't assert them in this lawsuit.
5

6 All parties in the prior proceedings were on notice since March 28, 2017 that Nona Tobin
7 had recorded a deed on March 28, 2017 transferring all title claims of the Gordon B. Hansen
8 Trust, dated 8/22/08, to herself as an individual in order to close the insolvent trust so she could
9 pursue her claims as a Pro Se party; the Tobin deed was included in the RFJN.
10

11 Two separate Lis Pendens were filed and recorded by Nona as an individual and were not
12 extinguished. They were in place when the Chiesi's and Quicken Loans recorded their interest in
13 the property.

14 Because those transactions purporting to give them right to the property, to Nona's
15 detriment, took place after the recorded Lis Pendens, Nona had the right and obligation to name
16 them in the suit. She was entitled to name them as defendants, who were not in the prior lawsuit
17 and whose actions took place after the prior litigation, and seek a declaration from the Court
18 about their rights verses her rights as an individual. The new party defendants should not have
19 been dismissed from the present lawsuit because if Nona, as trustee, prevails on appeal, the
20 Chiesi Defendants and Quicken have not had their rights to the property adjudicated. The Court
21 could have stayed the present action, instead of dismissing it, pending the results of the appeal,
22 particularly as to the Chiesi/Quicken defendants. This is another reason why the motion for fees
23 should fail; Nona brought this action in good faith against new parties with alleged new rights
24 acquired after the conclusion of the prior lawsuit. Nona recorded the Lis Pendens to put the
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1 world on notice that if the Trust prevailed on appeal, that the subject property would be have
2 questionable title.

3 Nona's claims were brought with reasonable grounds because the District Court at first
4 allowed her to appear in the prior suit as an individual and only later reversed her inclusion.
5 Importantly, the Court did not rule that Nona as an individual did not have any claims to the real
6 property and it did not rule that Nona's claims were dismissed from being brought at a later. The
7 Order simply stated that she was not a proper party before the Court (after allowing her to appear
8 as an individual for years). Nona as an individual appealed the rulings to the Nevada Supreme
9 Court because she did not want to waive her rights. The Nevada Supreme Court also did not rule
10 that Nona had no rights in the property as an individual, only that she was not properly before the
11 court. It was logical for Nona to bring the current lawsuit as an individual, not wanting to waive
12 her rights. Because of the confusion, she had a right to ask the court to declare her status as an
13 individual regarding the title to the subject property, and pursuant to NRS 30.030¹
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26 ¹ **NRS 30.030 Scope.** Courts of record within their respective jurisdictions shall have power to declare rights,
27 status and other legal relations whether or not further relief is or could be claimed. No action or proceeding shall be
28 open to objection on the ground that a declaratory judgment or decree is prayed for. The declaration may be either
affirmative or negative in form and effect; and such declarations shall have the force and effect of a final judgment
or decree.

1 and NRS 30.130² , this court has a duty to provide it. Not wanting to risk that her
2 individual rights would be lost if she didn't raise the claims, Nona filed the lawsuit. Until the
3 Motion to Dismiss had been heard by the Court, there was real and very confusing and
4 ambiguous rulings about Nona's status as an individual. The Motion to Dismiss clarifies her
5 disputed status due to the prior court's inconsistent rulings and treatment of Nona as an
6 individual. To award attorney's fees to the defendants, when Nona had the right to clarify her
7 status as an individual in the litigation, would be unjust and contradict the reason for NRS
8 18.010(2)(b).
9

10 The Motion to Dismiss, by procedure, before any defenses had been raised, was granted.
11 No communication was forthcoming from defendants about their concerns with the Amended
12 Complaint before spending 30 hours on research and preparing a joinder. These defendants
13 simply filed a joinder to the Motion to Dismiss when they had an alternative remedy and Nona
14 Tobin's route to recovery would be further obstructed by their actions.
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26 ² **NRS 30.130 Parties.** When declaratory relief is sought, all persons shall be made parties who have or claim
27 any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not
28 parties to the proceeding

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CONCLUSION

The Motion for Attorney Fees and Costs should be denied. The Chiesi's and Quicken Loans were not parties to the prior litigation and Nona's rights as an individual were in question until her claims were asserted.

Dated this 8th day of October, 2020,

THOMSON LAW PC
/s/ John W. Thomson
JOHN W. THOMSON, ESQ.
Nevada Bar No. 5802
2450 St. Rose Parkway, Suite 120
Henderson, Nevada 89074
Attorney for Plaintiff Nona Tobin

1 **CERTIFICATE OF SERVICE**

2

3 I hereby certify that on the 8th day of October 2020, the foregoing **OPPOSITION TO**

4 **CHIESI AND QUICKEN LOANS MOTION FOR ATTORNEY FEES AND COSTS**

5 was served via Electronic Service through the Eighth Judicial District Court’s Odyssey E-File

6 and Serve System:

7

8

9 By: /s/ Annette Cooper

10 An employee of Thomson Law PC

11

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EXHIBIT 1

Inst #: 20190814-0003084

Fees: \$40.00

08/14/2019 03:16:12 PM

Receipt #: 3803247

Requestor:

NONA TOBIN

Recorded By: KVHO Pgs: 39

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 191-13-811-052

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

NOTICE OF LIS PENDENS

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

NONA TOBIN

RETURN TO: Name NONA TOBIN

Address 2664 OLIVIA HEIGHTS AVE.

City/State/Zip HENDERSON NV 89052

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.

To print this document properly, do not use page scaling.

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EXHIBIT 2

Inst #: 20190814-0003083
Fees: \$40.00
08/14/2019 03:16:12 PM
Receipt #: 3803247
Requestor:
NONA TOBIN
Recorded By: KVHO Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 191-13-811-052

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

NOTICE OF LIS PENDENS

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

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NONA TOBIN

RETURN TO: Name NONA TOBIN

Address 2664 OLIVIA HEIGHTS AVE.

City/State/Zip HENDERSON NV 89052

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

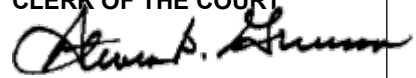
Address _____

City/State/Zip _____

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To print this document properly, do not use page scaling.

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1 **RPLY**

2 AARON R. MAURICE, ESQ.
3 Nevada Bar No. 6412
4 BRITTANY WOOD, ESQ.
5 Nevada Bar No. 7562
6 ELIZABETH E. ARONSON, ESQ.
7 Nevada Bar No. 14472

8 **MAURICE WOOD**
9 9525 Hillwood Drive, Suite 140
10 Las Vegas, Nevada 89134
11 Telephone: (702) 463-7616
12 Facsimile: (702) 463-6224
13 E-Mail: amaurice@mauricewood.com
14 bwood@mauricewood.com
15 earonson@mauricewood.com

16 Attorneys for Defendants,
17 BRIAN CHIESI AND DEBORA CHIESI,
18 erroneously sued as Brian Chiesti and Debora
19 Chiesti, and QUICKEN LOANS INC. n/k/a
20 QUICKEN LOANS, LLC

21 **DISTRICT COURT**
22 **CLARK COUNTY, NEVADA**

23 * * *

24 NONA TOBIN, an individual,
25 Plaintiff,

26 vs.

27 BRIAN CHIESTI, an individual; DEBORA
28 CHIESTI, an individual; QUICKEN LOANS
INC.; JOEL A. STOKES, an individual;
SANDRA STOKES as Trustees of JIMI
JACK IRREVOCABLE TRUST; JIMI
JACK IRREVOCABLE TRUST; NATION
STAR MORTGAGE LLC; RED ROCK
FINANCIAL SERVICES; DOES I through
X inclusive; and ROE CORPORATIONS
I through V, inclusive,
Defendants.

CASE NO. A-19-799890-C
DEPT NO. 22

**REPLY TO PLAINTIFF'S
OPPOSITION TO THE CHIESI
DEFENDANTS' MOTION FOR
ATTORNEY'S FEES AND COSTS**

COME NOW, Defendants, Brian Chiesi and Debora Chiesi (collectively, "Chiesis"), erroneously sued as Brian Chiesti and Debora Chiesti, and Quicken Loans Inc., n/k/a Quicken Loans, LLC (together with the Chiesis, "Chiesi Defendants"), by and through their attorneys of record, MAURICE WOOD, and hereby file their Reply to Plaintiff's Opposition to the Chiesi Defendants' Motion for Attorney's Fees and Costs.

MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

I.

INTRODUCTION

On September 16, 2020, the Chiesi Defendants filed a Motion for Attorney’s Fees and Costs pursuant to NRS 18.010(2)(b) (“Motion for Fees”). The Chiesi Defendants’ Motion for Fees was a renewal of the request made by the Chiesi Defendants in their initial appearance in this matter. The Motion for Fees was supported by a Brunzel declaration, the redacted billing statements of the Chiesi Defendants’ counsel, and a memorandum of costs.

As set forth in the Motion for Fees, the Chiesi Defendants incurred \$9,480 in attorney’s fees and \$308.99 in costs defending against Tobin’s frivolous claims. The billing statements confirm that a significant portion of counsel’s time was dedicated to analyzing: (1) the substantial docket from the 2015 Quiet Title Litigation and the appeal from the same; (2) documents related to the Chiesi Defendants’ purchase and encumbrance of the Property; and (3) various public records necessary to draft a detailed statement of facts related to the chain of title and a Request for Judicial Notice in support of the same to establish the privity of the parties to this action to the parties participating in the 2015 Quiet Title Litigation. The billing statements also confirm that the Chiesi Defendants’ counsel began drafting a Motion to Dismiss *before any other party had appeared in this action*.¹ Finally, the Chiesi Defendants *drafted and filed* a Reply brief before any other party filed a Reply brief in this matter. As shown from the billing statements, the qualities of the advocate, the character of the work performed, the attention and time devoted to the same, and the result achieved in this action demonstrate that the fees requested were reasonable. See Brunzell v. Golden Gate National Bank, 85 Nev. 345, 455 P.2d 31 (Nev. 1969).

On October 8, 2020, Tobin filed an Opposition to the Motion for Fees. Despite the fact that this Court has *already* entered an order in this matter finding: “The second lawsuit was a multiplication of the previous proceeding, was precluded by virtue of principles of claim and issue preclusion, and thus, was brought without reasonable ground”, Tobin’s Opposition asserts that because the Chiesi Defendants were not parties to the prior lawsuit, at the very least, Tobin “had a

¹ The fact that the Chiesi Defendants’ initial appearance in this matter was entitled a “Joinder” to Red Rock’s Motion rather than a standalone Motion to Dismiss was a product of the fact that immediately before the Chiesi Defendants’ counsel went to file the Motion, counsel discovered that a similar motion had been filed by a prior appearing party.

1 right to have her individual rights declared vis a vie [sic] these new defendants.” See Opposition,
2 p.3, ll.6-7.

3 Tobin’s Opposition once again completely ignores the fact that Tobin is in privity to the
4 Gordon B. Hansen Trust and the Chiesi Defendants are in privity with the Jimijack Trust – both
5 of whom were parties to the 2015 Quiet Title Litigation.² Because issue preclusion and claim
6 preclusion apply if the party against whom the judgment is asserted, was “a party *or in privity with*
7 *a party* to the prior litigation”, see Five Star Capital Corp. v. Ruby, 124 Nev. 1048, 1054, 194 P.3d
8 709, 713 (Nev. 2008), Tobin’s argument is without merit. Moreover, Tobin’s argument highlights
9 why the Chiesi Defendants devoted significant time and attention in their prior briefing to
10 addressing the privity issue for this Court rather than solely relying on “a simple one-paragraph
11 joinder” to Red Rock’s Motion (as Tobin’s Opposition asserts the Chiesi Defendants should have
12 responded to Tobin’s Amended Complaint).³ See Opposition, p.2, l.16.

13 As set forth in the Chiesi Defendants’ Motion and as will be demonstrated below, this is
14 precisely the type of case the Nevada Legislature sought to deter by enacting NRS 18.010(2)(b).
15 Accordingly, this Court should award the Chiesi Defendants their reasonable attorney’s fees and
16 costs.

17 II.

18 ARGUMENT

19 **A. This Court has already found that Tobin’s claims in this action were a multiplication** 20 **of the prior litigation, precluded by virtue of principles of claim and issue preclusion** 21 **and thus were brought without reasonable ground.**

22 Tobin’s Opposition dedicates multiple pages trying to justify why Tobin, as an individual,
23 was justified in filing this action “to clarify her status and rights to the real estate as [sic]

24 ² In Tobin’s Opposition to the Motion to Dismiss and Joinders Thereto, Tobin likewise argued that because the
25 Amended Complaint includes “allegations occurring after the end of the prior lawsuit” (i.e., the transfer of title to the
26 Property to the Chiesi Defendants) and “the parties are not the same” as the parties involved in the 2015 Quiet Title
27 Litigation, issue and claim preclusion would not preclude Tobin from having this Court reconsider the title dispute
28 that was previously resolved in the 2015 Quiet Title Litigation. See Tobin’s Opposition to Motion to Dismiss, p.6,
ll.8-9; 25-26.

³ The other parties in this action were parties to the 2015 Quiet Title Litigation. As such, the briefing by the other
parties did not need to develop the issue of privity. Nor did counsel for those parties need to dedicate time becoming
familiar with the extensive docket from the 2015 Quiet Title Litigation as they were already familiar with the same.

1 individual.” See Opposition, p.6, ll.16. Tobin’s Opposition suffers the same fatal flaw as her
2 Opposition to the Motion to Dismiss, particularly as it relates to the Chiesi Defendants – it
3 completely ignores the issue of privity.

4 There can be no question that Tobin, in her individual capacity, is in privity with the
5 Gordon B. Hansen Trust. Bower v. Harrah's Laughlin, Inc., 125 Nev. 470, 481, 215 P.3d 709, 718
6 (Nev. 2009)(A person is in privity with another if the person acquired an interest in the subject
7 matter affected by the judgment through one of the parties such as by inheritance, succession, or
8 purchase) see also Restatement (Second) of Judgments, § 41(1)(a)(a beneficiary of a trust or estate
9 is bound by a judgment in which the trustee participated in the action). Although the Quitclaim
10 Deed to Tobin is a “wild deed” recorded outside the chain of title because the Gordon B. Hansen
11 Trust’s interest in the Property had already been extinguished by the valid HOA Foreclosure
12 conducted nearly three years prior the Quitclaim Deed to Tobin (see Snow v. Pioneer Title Ins.
13 Co., 84 Nev. 480, 444 P.2d 125 (Nev. 1968)), Tobin is nonetheless bound by the final judgment
14 entered against the Gordon B. Hansen Trust, as any interest Tobin acquired in the Property (which
15 was none), Tobin acquired directly from the Gordon B. Hansen Trust. Bower v. Harrah's Laughlin,
16 Inc., 125 Nev. 470, 481, 215 P.3d 709, 718 (Nev. 2009). Moreover, the very reason the Chiesi
17 Defendants’ Joinder to the Motion to Dismiss and Request for Judicial Notice in support of the
18 same included a detailed factual recitation of the chain of title leading up to the Chiesi Defendants’
19 acquisition of their interest in the Property was to establish that the Chiesi Defendants are likewise
20 in privity with the parties to the 2015 Quiet Title Litigation.

21 As such, because Tobin’s Amended Complaint is based on the same claims and issues that
22 were decided in the 2015 Quiet Title Litigation and Tobin’s Amended Complaint involves the
23 same parties *or the parties’ privies*, Tobin’s claims are barred by issue preclusion and claim
24 preclusion. See Five Star Capital Corp. v. Ruby, 124 Nev. 1048, 1054, 194 P.3d 709, 713 (Nev.
25 2008) (issue preclusion and claim preclusion apply if the party against whom the judgment is
26 asserted, was a party *or in privity with a party* to the prior litigation.).

27 It bears repeating that this case presents a perfect example of why the Nevada Supreme
28 Court would extend issue preclusion and claim preclusion to a party’s privities. For more than a

1 decade now, Nevada Courts have been flooded with quiet title disputes arising in connection with
2 NRS Chapter 116 Foreclosures like the 2015 Quiet Title Litigation involved in this case. This
3 Court, and countless other judges in this state, have been attempting to move thousands of such
4 cases through their already over-burdened dockets. If this Court adopted the argument advanced
5 by Tobin's Opposition, by ignoring the fact that issue preclusion and claim preclusion apply to
6 parties *in privity with a party to prior litigation*, any party who litigated an NRS Chapter 116 quiet
7 title claim who wished to challenge such a sale a second time (perhaps with the sole hope of
8 obtaining a nuisance cost-of-defense settlement⁴), could simply record a wild deed for no
9 consideration to a new entity, trust, or person, just like Tobin did here. Conduct such as Tobin's
10 here would defeat the public policy in support of the doctrines of issue and claim preclusion and
11 could overwhelm the courts in Nevada with a second flood of quiet title claims seeking do-overs.
12 Awarding the Chiesi Defendants their attorney's fees and costs in this action would further the
13 Legislative intent of NRS 18.010(2)(b), by punishing and deterring frivolous and vexatious claims,
14 and discouraging other dissatisfied NRS Chapter 116 quiet title litigants from following a similar
15 pattern. Tobin's repeated, impermissible references to the Chiesi Defendants' title insurance in
16 her Opposition confirms that this action was nothing more than an attempted shakedown for a
17 nuisance settlement.⁵

18 Unless this Court imposes sanctions against Tobin by requiring Tobin to reimburse the
19 Chiesi Defendants for their attorney's fees, Tobin will continue to abuse the legal system by filing
20 further frivolous and vexatious claims that overburden the limited judicial resources of this Court,
21 thereby hindering the timely resolution of meritorious claims and increasing the costs of engaging

22
23 ⁴ Throughout Tobin's Opposition, Tobin impermissibly argues that this Court should decline to award the Chiesi
24 Defendants their attorney's fees because the Chiesi Defendants could have pursued "a claim against the[ir] title
25 insurance." See Opposition p.3, ll.14; see also Opposition, p.4, ll.7; p.5, ll.19-25 (asserting the Chiesi Defendants
26 should have filed "a claim for title insurance to be made whole" rather than choosing to defend against Tobin's
27 specious action).

28 ⁵ Under Nevada law, there is a per se rule barring the admission of collateral source payments for any purpose. Proctor v. Castelletti, 112 Nev. 88, 911 P.2d 853, 854 (Nev. 1996). Obviously, the source from whom payments to the Chiesi Defendants' counsel were made should have no impact on whether this Court uses its discretion to award attorney's fees and costs pursuant to NRS 18.010(2)(b). When insurers are forced to defend against frivolous actions such as this one, it too increases the costs of engaging in business in this state by forcing insurers to charge higher premiums to the Nevada public. Moreover, overburdening limited judicial resources of this Court occurs regardless of whether an insurer or an individual is paying to defend against a frivolous claim.

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in business and providing professional services to the public. This is precisely the type of case the Nevada Legislature sought to deter by enacting NRS 18.010(2)(b).

Accordingly, this Court should award the Chiesi Defendants \$9,480 in attorney's fees and \$308.99 in costs.

DATED this 19th day of October, 2020.

MAURICE WOOD

By /s/Brittany Wood

AARON R. MAURICE, ESQ.
Nevada Bar No. 006412
BRITTANY WOOD, ESQ.
Nevada Bar No. 007562
ELIZABETH E. ARONSON, ESQ.
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Attorneys for Defendants,
BRIAN CHIESI AND DEBORA CHIESI,
erroneously sued as Brian Chiesti and Debora
Chiesti, and QUICKEN LOANS INC., n/k/a
QUICKEN LOANS LLC

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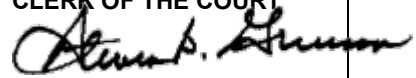
CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Maurice Wood, and that on the 19th day of October, 2020, I caused to be served a true and correct copy of the foregoing **REPLY TO PLAINTIFF’S OPPOSITION TO THE CHIESI DEFENDANTS’ MOTION FOR ATTORNEY’S FEES AND COSTS** in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court’s facilities to those parties listed on the Court’s Master Service List.

/s/ Brittany Wood

An Employee of MAURICE WOOD



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DISTRICT COURT

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CLARK COUNTY, NEVADA

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NONA TOBIN,

CASE NO. A-19-799890-C

8

Plaintiff,

DEPT. XXII

9

vs.

10

JOEL STOKES,

11

Defendant.

12

BEFORE THE HONORABLE SUSAN JOHNSON, DISTRICT COURT JUDGE

13

OCTOBER 29, 2020

14

15

RECORDER'S TRANSCRIPT OF HEARING RE

16

MOTION FOR ATTORNEY'S FEES AND COSTS

17

APPEARANCES:

18

19

For the Plaintiff:

JOHN THOMSON, ESQ.

Via Video Conference

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For the Defendant:

JOSEPH HONG, ESQ.

Via Video Conference

22

23

For Brian & Debora Cheisi; Quicken Loans:

BRITTANY WOOD, ESQ.

Via Video Conference

24

25

RECORDED BY: NORMA RAMIREZ, COURT RECORDER

1 THURSDAY, OCTOBER 29, 2020 AT 9:50 A.M.

2
3 THE COURT: Okay. I'm calling the case of Tobin versus Stokes, case
4 number A19-799890-C. Would counsel who is present please identify yourselves
5 for the record and let's part with Plaintiff's counsel?

6 MR. THOMSON: Good morning, Your Honor. John Thomson for the Plaintiff.

7 THE COURT: Okay. And Mr. Hong.

8 MR. HONG: Yes. Good morning, Your Honor. Joseph Hong for the Stokes
9 Defendants.

10 THE COURT: Okay. And Miss Wood.

11 MS. WOOD: Good morning, Your Honor. Brittany Wood on behalf of the
12 Chiesi Defendants, Brian and Debora Chiesi and Quicken Loans.

13 THE COURT: Okay. Are there any other parties here? Okay. This is
14 Defendant's Motion for Attorney's Fees and Costs. Oh, I'm sorry, is there
15 somebody else here? No. We got everybody?

16 MR. THOMSON: Your Honor, my client, Ms. Tobin, was also on the call.

17 THE COURT: Okay. Thank you.

18 MR. THOMSON: This is John Thomson.

19 THE COURT: Okay. This is Defendant's Motion for Attorney's Fees and
20 Costs. I'm listening.

21 MS. WOOD: Good morning, Your Honor. Brittany Wood. The Motion for
22 Attorney's Fees was supported by a Brunzell declaration and redacted billing
23 statements along with a memorandum of costs and the billing statements confirm
24 that I spent 31.6 billable hours most of which was dedicated to analyzing a
25 substantial docket from the 2015 quiet title action as well as the public record and

1 the appeal documents and then of course my client's purchase documents. Ms.
2 Tobin's opposition asserts really two main arguments. The first is that the 31.6
3 billable hours were excessive and the argument there is that anything more than a
4 simple one paragraph joinder to Red Rock's motion was unnecessary. And the
5 second argument is that this Court's prior finding that Tobin's claims were brought
6 without reasonable grounds can apply to the Chiesi Defendants.

7 Respectfully, Your Honor, Tobin's opposition that the fees requested
8 were reasonable, it's apparent that Ms. Tobin is likely to appeal this Court's finding
9 that the claims are barred by claim preclusion and issue preclusion and the problem
10 for my clients is that unlike the other parties they weren't a party to the 2015
11 litigation. So, it was necessary for us to establish privity of title both for Ms. Tobin
12 and as well for the Chiesi Defendants and so a substantial portion of the time was
13 dedicated to that. And the opposition also shows the problem that Ms. Tobin still
14 doesn't understand that the privity issue, particularly as it relates to the Chiesi
15 Defendants, is what establishes that there's issue preclusion and claim preclusion
16 as to these parties as well and for that reason we couldn't simply just join into Red
17 Rock's motion because those things weren't established in it. And for that reason
18 that the 31.6 hours were reasonable and necessary and should be awarded for
19 attorney's fees in the amount of \$9,480.00 and costs in the amount of \$308.99.

20 THE COURT: Okay. Mr. Hong, do you have a dog in this race?

21 MR. HONG: No, I don't. I don't.

22 THE COURT: Okay. Mr. Thomson.

23 MR. THOMSON: Good morning, Your Honor. So, I believe it's been well
24 briefed, however, to get attorney's fees under NRS 18.010 you have to show that
25 there's no evidence that the claim was brought with reasonable grounds and we've

1 outlined the basis why it was reasonable both now and also based on the prior
2 record. So, I mean, first you hit that threshold. There has to be no evidence that the
3 amended complaint was reasonable, it was reasonable. In light of everything that
4 has happened to Ms. Tobin in the prior case she's had -- she -- the parties and the
5 Judge treated her as an individual party for three and a half years and at the very
6 end of the case the Judge said, no, you're not a party as an individual. Now, I know
7 Your Honor in hindsight has said, well, that order says that there's privity between
8 her as a trustee and her as an individual but that was certainly not the case. She
9 did not want to waive her rights to lose those claims as an individual. The deed in
10 2017 to this property was transferred from the trust to her as an individual so all the
11 parties in the prior litigation knew since 2017 that she claimed and actually had a
12 recorded individual property interest in the property since 2017. So, it's problematic
13 to say that she doesn't have a right to ask this Court after the Court of Appeals said,
14 no, you don't have any rights in the property as an individual based on what
15 happened in that prior District Court case. She has a right to bring before this Court
16 an action for declaratory relief. The only damages that she sought were regarding
17 the excess proceeds, Your Honor, and she has a right to ask for a declaration as to
18 her standing as an individual vis-à-vis this deed. Now, that's evidence that she has
19 a claim that's valid. She didn't bring this claim to harass anyone, she didn't bring the
20 second amended complaint to foam at litigation, she brought it to clarify her rights as
21 an individual in the property which she had a right to do. So, that's the first bar that
22 she has to jump through. If that's not met than no attorney's fees are proper at all.

23 Then we get to whether or not 31.6 hours to file a joinder. The
24 argument doesn't make sense because they say, well, we had to spend 31.6 hours
25 of attorney time because we weren't in the prior case and yet they're joining to a

1 motion by attorneys that were in the prior case. And then the argument was made
2 this morning and in the briefs by the Chiesi Defendants that they needed to spend
3 most of that time to go through the chain of title and to ensure that. Well, that's why
4 we have title and escrow officers. Those folks can do it much cheaper than an
5 attorney. Back in the old days before we had those maybe sixty years ago we
6 would have go down to the courthouse. I'm old enough to remember doing title
7 searches and having to go down to -- sorry, to the County Recorder's Office and
8 actually search out a chain of title. Things are changed since that time and it's no
9 longer necessary for an attorney to do that.

10 So, if Your Honor finds that there's no evidence that Ms. Tobin had a
11 right to bring a declaratory relief action to clarify her right as an individual vis-à-vis
12 the deed then we argue that the hours spent and hours claimed are extremely
13 excessive.

14 THE COURT: Okay. Ms. Wood.

15 MS. WOOD: Yes. Again, Your Honor, it goes back to the issue of the not
16 understanding privity and specifically the importance of privity as it relates to Tobin
17 as an individual and as it relates to the Chiesi Defendants. An argument has been
18 made that Tobin doesn't have -- is not in privity to the trust and that's simply wrong.
19 The restatement [indecipherable] of judgments Section 41(1)(a) states: "That a
20 beneficiary of a trust or estate is bound by a judgment in which the trustee
21 participated in the action." There's no question that Ms. Tobin participated in the
22 prior action as the trustee so she's bound by that judgment. And in addition, in
23 Bower versus Harrah's it states: "That a person is in privity with another if the
24 person acquired an interest in the subject matter affected by the judgment through
25 one of the parties such as by inheritance, succession, or purchase." Here the

1 property was transferred from the trust to Ms. Tobin via a wild deed because the
2 trust interest had already been extinguished by the HOA sale but nonetheless it was
3 a transfer of whatever interest they had which is what a quit claim deed says,
4 whatever interest they had if any, and in this case it was none and so she's clearly in
5 privity. And again, that is why the time was spent setting out all of that factual
6 information, preparing a request for judicial notice so that when this does go on
7 appeal, and it seems clear that it will, all of that record will be before the Nevada
8 Supreme Court or the Court of Appeals so that they can review that and say, yes,
9 they were in privity. And this Court has already found that the claims were brought
10 without reasonable grounds because it's barred by issue preclusion and claim
11 preclusion. So, that's already been established.

12 And again, as for the number of hours, you'll see that the majority of the
13 time was spent before anyone had filed a motion in this matter so there wasn't
14 anything to join in at that time. The motion was drafted before I even realized
15 someone had filed a motion in this matter and when I saw that there was a hearing
16 date we changed what was a motion to dismiss that would have been filed on its
17 own into a joinder so that we could have the same hearing date rather than having
18 multiple hearing dates which would have just further increased the costs. So, again,
19 respectfully I would say that the hours spent were reasonable, that the result
20 achieved justified the amount that we've requested in attorney's fees.

21 THE COURT: Okay. Counsel, I would have to agree, I've gone down this
22 road previously, I've already made my decision, now I need to look at -- I mean, I've
23 already made a decision that on behalf of the Stokes Defendants that these were
24 brought without reasonable grounds. I'm gonna need to review the attorney's fees
25 which I have not had a chance to do and I apologize to you for that. This week I've

1 been in a full week bench trial so I have not had a chance to actually go through the
2 itemization but I'm gonna go through it and consider them in light of the Brunzell
3 factors. So, give me just a little time to do that and I will do that. I'm gonna take it
4 under advisement.

5 MS. WOOD: Thank you, Your Honor.

6 THE COURT: All right. Thank you.

7 [Proceedings concluded at 10:01 a.m.]

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15 ATTEST: I do hereby certify that I have truly and correctly transcribed the
16 audio/video recording in the above-entitled case to the best of my ability.

17



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NORMA RAMIREZ
Court Recorder
District Court Dept. XXII
702 671-0572

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3 DISTRICT COURT

4 CLARK COUNTY, NEVADA

5 NONA TOBIN, an individual,
6
7 Plaintiff,

Case No. A-19-799890-C
Dept. No. XXII

8 Vs.

9 BRIAN CHIESTI, an individual;
10 DEBORA CHIESTI, an individual;
11 QUICKEN LOANS INC.; JOEL A.
12 STOKES, an individual; JOEL A.
13 STOKES and SANDRA STOKES, as
14 Trustees of JIMI JACK IRREVOCABLE
15 TRUST; JIMI JACK IRREVOCABLE
16 TRUST; NATIONSTAIR MORTGAGE
17 LLC; RED ROCK FINANCIAL
18 SERVICES; DOES I through X, inclusive;
19 and ROE CORPORATIONS I through V,
20 inclusive,

21 Defendants.

22 **ORDER GRANTING MOTION FOR ATTORNEY'S FEES AND COSTS**

23 This matter, concerning the Motion for Attorney's Fees and Costs filed by Defendants
24 BRIAN CHIESI, DEBORA CHIESI and QUICKEN LOANS, INC. on September 16, 2020, came
25 on for hearing on the 29th day of October 2020 at the hour of 9:00 a.m. before Department XXII of
26 the Eighth Judicial District Court, in and for Clark County, Nevada with JUDGE SUSAN
27 JOHNSON presiding; Plaintiff NONA TOBIN personally attended, and appeared by and through
28 her attorney, JOHN W. THOMSON, ESQ.; Defendants BRIAN CHIESI, DEBORA CHIESI and
QUICKEN LOANS, INC. appeared by and through their attorney, BRITTANY WOOD, ESQ. of the
law firm, MAURICE WOOD; and Defendants JOEL A. STOKES, JOEL A STOKES AND

1 SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST and
2 JIMIACK IRREVOCABLE TRUST appeared by and through their attorney, JOSEPH Y HONG,
3 ESQ. of the law firm, HONG & HONG LAW OFFICE. Having reviewed the papers and pleadings
4 on file herein, heard oral arguments of the lawyers and taken this matter under advisement, this
5 Court makes the following Findings of Fact and Conclusions of Law:

6 **FINDINGS OF FACT AND PROCEDURAL HISTORY**

7
8 1. For ease and convenience, this Court repeats its findings and procedural history has
9 set forth within its Order filed September 6, 2020. On June 16, 2015, Defendants JOEL A.
10 STOKES, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK
11 IRREVOCABLE TRUST filed their Complaint against BANK OF AMERICA¹ and SUN CITY
12 ANTHEM COMMUNITY ASSOCIATION, INC., seeking, *inter alia*, to quiet title to their
13 residence, 2763 White Sage, Henderson, Nevada 89052. See Stokes v. Bank of America, Case
14 No. A-15-720032-C, filed in Department XXXI, Eighth Judicial District Court, in and for
15 Clark County, Nevada. Subsequently, on May 17, 2016, NATIONSTAR MORTGAGE,
16 LLC intervened, and filed its Counter-Claim against, *inter alia*, JIMIACK IRREVOCABLE
17 TRUST.² Further, a Complaint previously filed by NATIONSTAR MORTGAGE, LLC
18 against OPPORTUNITY HOMES, LLC in another action, Case No. A-16-730078-C, on
19 January 11, 2016 was consolidated with the older case filed by MR. STOKES and the
20 Trustees of JIMIACK IRREVOCABLE TRUST in Department XXXI.
21
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24 ...

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26 _____
27 ¹NATIONSTAR MORTGAGE, LLC thereafter was permitted to intervene in that it was BANK OF
AMERICA'S successor-in-interest.

28 ²The Counter-Claim was also filed against OPPORTUNITY HOMES, LLC, F. BONDURANT, LLC as well as
DOE and ROE defendants. In this Court's view, the pleading lodged against these "Counter-Defendants" was
inappropriately called a "counter-claim," as these parties were not listed as plaintiffs in the primary action.

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2. In July 2016, Plaintiff NONA TOBIN and STEVEN HANSEN, as individuals, filed their Motion to Intervene in Case No. A-16-730078-C, claiming MS. TOBIN was a Trustee and MR. HANSEN was a beneficiary of the GORDON B. HANSEN TRUST, the entity that owned the subject property until the homeowners’ association foreclosure sale took place. Such motion was denied without prejudice given MS. TOBIN and MR. HANSEN, individually, lacked standing to sue or intervene in the action. MS. TOBIN eventually was permitted to intervene as Trustee of the GORDON B. HANSEN TRUST in early 2017. MS. TOBIN thereafter filed her Counter-Claim against MR. STOKES and JIMIACK IRREVOCABLE TRUST and Cross-Claims against SUN CITY ANTHEM COMMUNITY ASSOCIATION, OPPORTUNITY HOMES, INC. and F. BONDURANT, LLC. Of interest here, MS. TOBIN identified herself interchangeably as an individual and trustee throughout the pleadings, an error noted by JUDGE JOANNA KISHNER in her Findings of Fact, Conclusions of Law and Judgment filed June 24, 2019, pp. 4 and 8.

3. On April 17, 2019, JUDGE KISHNER granted summary judgment in favor of SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. as it held a valid homeowners’ association foreclosure sale which terminated the interest of GORDON B. HANSEN TRUST within the subject property and MS. TOBIN showed no reason such as “fraud,” “oppression” or “malice” for the sale to be set aside. Further, JUDGE KISHNER noted MS. TOBIN, as an individual, had no standing to sue and papers identifying her as a plaintiff suing individually were stricken. On June 5 and 6, 2019, a bench trial was heard by JUDGE KISHNER with respect to the claims of MS. TOBIN, as Trustee of the GORDON B. HANSEN TRUST against, *inter alia*, MR. STOKES and the JIMIACK IRREVOCABLE TRUST. After hearing the evidence, that Court issued Findings of Fact, Conclusions of Law and Judgment in favor of MR. STOKES and the JIMIACK IRREVOCABLE TRUST, and ordered the *lis pendens* filed by MS. TOBIN against the subject property be expunged.

...

1 The consolidated action heard by Department XXXI is now pending before the Nevada Court of
2 Appeals.

3 4. On or about December 27, 2019, JOEL A. STOKES, JOEL A. STOKES AND
4 SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST sold the
5 residence, 2763 White Sage, Henderson, Nevada 89052, to Defendants BRIAN CHIESI and
6 DEBORA CHIESI, who acquired the property by borrowing funds from Defendant QUICKEN
7 LOANS, INC. QUICKEN LOANS, INC. recorded a security interest in the subject property by
8 virtue of its loan to the CHIESIS.

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10 5. MS. TOBIN, in her individual capacity, sued various persons and entities, including
11 MR. and MRS. CHIESI and QUICKEN LOANS, INC. in the instant matter before Department XXII
12 for declaratory relief and to quiet title in the real estate that was the subject of the previous
13 consolidated litigation. Various Defendants filed their Motions to Dismiss, along with Joinders
14 thereto, upon the basis, *inter alia*, MS. TOBIN was judicially estopped from asserting an ownership
15 interest in the subject property and re-litigating the case which had already been adjudged by
16 JUDGE KISHNER. This Court granted the motions and now considers the Motion for Attorney's
17 Fees and Costs filed by MR. and MRS. CHIESI and QUICKEN LOANS, INC. They seek
18 reimbursement of \$9,480.00 in attorney's fees and \$308.99 in costs pursuant to NRS 18.010(2)(b).
19
20

21 **CONCLUSIONS OF LAW**

22 1. NRS 18.010(2) specifically provides:

23 2. In addition to the cases where an allowance is authorized by specific statute,
24 the court may make an allowance of attorney's fees to a prevailing party:

25 . . .

26 (b) Without regard to the recovery sought, when the court finds that the
27 claim, counterclaim, cross-claim or third-party complaint or defense of the opposing
28 party was brought or maintained without reasonable ground or to harass the
prevailing party. The court shall liberally construe the provisions of this paragraph in
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1 sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all
2 appropriate situations to punish for and deter frivolous or vexatious claims and
3 defenses because such claims and defenses overburden limited judicial resources,
4 hinder the timely resolution of meritorious claims and increase the costs of engaging
5 in business and providing professional services to the public.

6 *Also see* NRS 18.020 (costs *must* be awarded to the prevailing party).

7 **3.** Here, the intervention action and claims of the GORDON B. HANSEN TRUST and
8 MS. TOBIN, whether individually or as Trustee of the Trust, were decided before JUDGE
9 KISHNER in the aforementioned consolidated actions. Specifically, JUDGE KISHNER found MS.
10 TOBIN, as an individual, had no standing to sue as she had no ownership interest in the subject
11 residence. Although JUDGE KISHNER made such a finding, MS. TOBIN continued to
12 interchangeably refer to herself as suing individually and as Trustee. After hearing the matter fully
13 in both summary judgment and a bench trial, JUDGE KISHNER concluded the homeowners'
14 association held a valid foreclosure sale which terminated the property interests of GORDON B.
15 HANSEN TRUST, and title ultimately vested in MR. STOKES, individually, and the JIMI JACK
16 IRREVOCABLE TRUST, and it was these parties who later sold the residence to MR. and MRS.
17 CHIESI. Although a final determination was made in Department XXXI and is now being appealed,
18 MS. TOBIN nevertheless sought another bite at the apple and filed the instant litigation which
19 included the successors-in-interest, the CHIESIS and QUICKEN LOANS, INC. The second lawsuit
20 was a multiplication of the previous proceeding, was precluded by virtue of principles of claim and
21 issue preclusion, and thus, was brought without reasonable ground. It resulted in MR. and MRS.
22 CHIESI and QUICKEN LOANS, INC. unnecessarily incurring attorney's fees and costs in the
23 instant matter.

24 **4.** The movants provided this Court their analyses concerning the reasonableness of
25 their attorneys' fees under Brunzell v. Golden Gate National Bank, 84 Nev. 345, 349-350, 455 P.2d
26 31, 33 (1969). This Court has considered all the Brunzell factors, noting the qualities of BRITTANY
27
28

1 WOOD, ESQ.'S and MAURICE WOOD'S advocacy, the character of the work to be done and
2 actually performed by the lawyers, and result. All in all, this Court believes an award of \$8,640.00
3 in attorneys' fees and \$308.99 in costs incurred by MR. and MRS. CHIESI and QUICKEN LOANS,
4 INC. in defending the matter to be reasonable under the circumstances under NRS 18.010(2)(b) and
5 18.020. This Court therefore grants the Motion for Attorney's Fees and Costs.

6 Accordingly, and based upon the foregoing Findings of Fact and Conclusions of Law,
7

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** the Motion for Attorney's
9 Fees and Costs filed by Defendants BRIAN CHIESI, DEBORA CHIESI and QUICKEN LOANS,
10 INC. on September 16, 2020 is granted as modified. These Defendants are awarded \$8,640.00 in
11 attorney's fees and \$308.99 in costs as against Plaintiff NONA TOBIN.

12 Dated this 17th day of November, 2020

13 

14 _____
SUSAN JOHNSON, DISTRICT COURT JUDGE

15
16 **659 EBC F4CD 0F51**
17 **Susan Johnson**
18 **District Court Judge**
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1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 11/17/2020

15 David Koch

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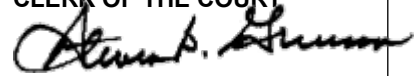
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If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 11/18/2020

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Joseph Hong	Hong & Hong Attn: Joseph Y. Hong 1980 Festival Plaza Drive, Suite 650 Las Vegas, NV, 89133



1 **NEOJ**
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2 Nevada Bar No. 6412
BRITTANY WOOD, ESQ.
3 Nevada Bar No. 7562
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4 Nevada Bar No. 14472

MAURICE WOOD
5 9525 Hillwood Drive, Suite 140
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7 E-Mail: amaurice@mauricewood.com
bwood@mauricewood.com
8 earonson@mauricewood.com

9 Attorneys for Defendants,
BRIAN CHIESI AND DEBORA CHIESI,
10 erroneously sued as Brian Chiesti and Debora
Chiesti, and QUICKEN LOANS INC. n/k/a
11 QUICKEN LOANS, LLC

12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 * * *

15 NONA TOBIN, an individual,
Plaintiff,

16 vs.

17 BRIAN CHIESTI, an individual; DEBORA
18 CHIESTI, an individual; QUICKEN LOANS
INC.; JOEL A. STOKES, an individual;
19 SANDRA STOKES as Trustees of JIMI JACK
IRREVOCABLE TRUST; JIMI JACK
20 IRREVOCABLE TRUST; NATIONSTAR
MORTGAGE LLC; RED ROCK FINANCIAL
21 SERVICES; DOES I through X inclusive; and
ROE CORPORATIONS I through V, inclusive,
22 Defendants.

CASE NO. A-19-799890-C
DEPT NO. 22

NOTICE OF ENTRY OF ORDER

23
24 ///
25 ///
26 ///
27 ///
28 ///

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Las Vegas, Nevada 89134
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NOTICE OF ENTRY OF ORDER

Please take notice that an Order was entered with the above Court on the 17th day of November, 2020, a copy of which is attached hereto.

DATED this 17th day of November, 2020.

MAURICE WOOD

By /s/Brittany Wood

AARON R. MAURICE, ESQ.
Nevada Bar No. 006412
BRITTANY WOOD, ESQ.
Nevada Bar No. 007562
ELIZABETH E. ARONSON, ESQ.
Nevada Bar No. 14472
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134

Attorneys for Defendants,
BRIAN CHIESI AND DEBORA CHIESI,
erroneously sued as Brian Chiesti and Debora
Chiesti, and QUICKEN LOANS INC., n/k/a
QUICKEN LOANS LLC

MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Maurice Wood, and that on the 17th day of November, 2020, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER** in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court’s facilities to those parties listed on the Court’s Master Service List.

/s/ Brittany Wood
An Employee of MAURICE WOOD

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DISTRICT COURT
CLARK COUNTY, NEVADA

NONA TOBIN, an individual,
Plaintiff,

Case No. A-19-799890-C
Dept. No. XXII

Vs.

BRIAN CHIESTI, an individual;
DEBORA CHIESTI, an individual;
QUICKEN LOANS INC.; JOEL A.
STOKES, an individual; JOEL A.
STOKES and SANDRA STOKES, as
Trustees of JIMI JACK IRREVOCABLE
TRUST; JIMI JACK IRREVOCABLE
TRUST; NATIONSTAIR MORTGAGE
LLC; RED ROCK FINANCIAL
SERVICES; DOES I through X, inclusive;
and ROE CORPORATIONS I through V,
inclusive,
Defendants.

ORDER GRANTING MOTION FOR ATTORNEY’S FEES AND COSTS

This matter, concerning the Motion for Attorney’s Fees and Costs filed by Defendants BRIAN CHIESI, DEBORA CHIESI and QUICKEN LOANS, INC. on September 16, 2020, came on for hearing on the 29th day of October 2020 at the hour of 9:00 a.m. before Department XXII of the Eighth Judicial District Court, in and for Clark County, Nevada with JUDGE SUSAN JOHNSON presiding; Plaintiff NONA TOBIN personally attended, and appeared by and through her attorney, JOHN W. THOMSON, ESQ.; Defendants BRIAN CHIESI, DEBORA CHIESI and QUICKEN LOANS, INC. appeared by and through their attorney, BRITTANY WOOD, ESQ. of the law firm, MAURICE WOOD; and Defendants JOEL A. STOKES, JOEL A STOKES AND

1 SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST and
2 JIMIACK IRREVOCABLE TRUST appeared by and through their attorney, JOSEPH Y HONG,
3 ESQ. of the law firm, HONG & HONG LAW OFFICE. Having reviewed the papers and pleadings
4 on file herein, heard oral arguments of the lawyers and taken this matter under advisement, this
5 Court makes the following Findings of Fact and Conclusions of Law:

6 **FINDINGS OF FACT AND PROCEDURAL HISTORY**

7
8 1. For ease and convenience, this Court repeats its findings and procedural history has
9 set forth within its Order filed September 6, 2020. On June 16, 2015, Defendants JOEL A.
10 STOKES, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK
11 IRREVOCABLE TRUST filed their Complaint against BANK OF AMERICA¹ and SUN CITY
12 ANTHEM COMMUNITY ASSOCIATION, INC., seeking, *inter alia*, to quiet title to their
13 residence, 2763 White Sage, Henderson, Nevada 89052. See Stokes v. Bank of America, Case
14 No. A-15-720032-C, filed in Department XXXI, Eighth Judicial District Court, in and for
15 Clark County, Nevada. Subsequently, on May 17, 2016, NATIONSTAR MORTGAGE,
16 LLC intervened, and filed its Counter-Claim against, *inter alia*, JIMIACK IRREVOCABLE
17 TRUST.² Further, a Complaint previously filed by NATIONSTAR MORTGAGE, LLC
18 against OPPORTUNITY HOMES, LLC in another action, Case No. A-16-730078-C, on
19 January 11, 2016 was consolidated with the older case filed by MR. STOKES and the
20 Trustees of JIMIACK IRREVOCABLE TRUST in Department XXXI.
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26 _____
27 ¹NATIONSTAR MORTGAGE, LLC thereafter was permitted to intervene in that it was BANK OF
AMERICA'S successor-in-interest.

28 ²The Counter-Claim was also filed against OPPORTUNITY HOMES, LLC, F. BONDURANT, LLC as well as
DOE and ROE defendants. In this Court's view, the pleading lodged against these "Counter-Defendants" was
inappropriately called a "counter-claim," as these parties were not listed as plaintiffs in the primary action.

1 2. In July 2016, Plaintiff NONA TOBIN and STEVEN HANSEN, as individuals, filed
2 their Motion to Intervene in Case No. A-16-730078-C, claiming MS. TOBIN was a Trustee and MR.
3 HANSEN was a beneficiary of the GORDON B. HANSEN TRUST, the entity that owned the
4 subject property until the homeowners’ association foreclosure sale took place. Such motion was
5 denied without prejudice given MS. TOBIN and MR. HANSEN, individually, lacked standing to sue
6 or intervene in the action. MS. TOBIN eventually was permitted to intervene as Trustee of the
7 GORDON B. HANSEN TRUST in early 2017. MS. TOBIN thereafter filed her Counter-Claim
8 against MR. STOKES and JIMI JACK IRREVOCABLE TRUST and Cross-Claims against SUN
9 CITY ANTHEM COMMUNITY ASSOCIATION, OPPORTUNITY HOMES, INC. and F.
10 BONDURANT, LLC. Of interest here, MS. TOBIN identified herself interchangeably as an
11 individual and trustee throughout the pleadings, an error noted by JUDGE JOANNA KISHNER in
12 her Findings of Fact, Conclusions of Law and Judgment filed June 24, 2019, pp. 4 and 8.
13

14 3. On April 17, 2019, JUDGE KISHNER granted summary judgment in favor of SUN
15 CITY ANTHEM COMMUNITY ASSOCIATION, INC. as it held a valid homeowners’ association
16 foreclosure sale which terminated the interest of GORDON B. HANSEN TRUST within the subject
17 property and MS. TOBIN showed no reason such as “fraud,” “oppression” or “malice” for the sale
18 to be set aside. Further, JUDGE KISHNER noted MS. TOBIN, as an individual, had no standing to
19 sue and papers identifying her as a plaintiff suing individually were stricken. On June 5 and 6, 2019,
20 a bench trial was heard by JUDGE KISHNER with respect to the claims of MS. TOBIN, as Trustee
21 of the GORDON B. HANSEN TRUST against, *inter alia*, MR. STOKES and the JIMI JACK
22 IRREVOCABLE TRUST. After hearing the evidence, that Court issued Findings of Fact,
23 Conclusions of Law and Judgment in favor of MR. STOKES and the JIMI JACK IRREVOCABLE
24 TRUST, and ordered the *lis pendens* filed by MS. TOBIN against the subject property be expunged.
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1 The consolidated action heard by Department XXXI is now pending before the Nevada Court of
2 Appeals.

3 4. On or about December 27, 2019, JOEL A. STOKES, JOEL A. STOKES AND
4 SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST sold the
5 residence, 2763 White Sage, Henderson, Nevada 89052, to Defendants BRIAN CHIESI and
6 DEBORA CHIESI, who acquired the property by borrowing funds from Defendant QUICKEN
7 LOANS, INC. QUICKEN LOANS, INC. recorded a security interest in the subject property by
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10 5. MS. TOBIN, in her individual capacity, sued various persons and entities, including
11 MR. and MRS. CHIESI and QUICKEN LOANS, INC. in the instant matter before Department XXII
12 for declaratory relief and to quiet title in the real estate that was the subject of the previous
13 consolidated litigation. Various Defendants filed their Motions to Dismiss, along with Joinders
14 thereto, upon the basis, *inter alia*, MS. TOBIN was judicially estopped from asserting an ownership
15 interest in the subject property and re-litigating the case which had already been adjudged by
16 JUDGE KISHNER. This Court granted the motions and now considers the Motion for Attorney's
17 Fees and Costs filed by MR. and MRS. CHIESI and QUICKEN LOANS, INC. They seek
18 reimbursement of \$9,480.00 in attorney's fees and \$308.99 in costs pursuant to NRS 18.010(2)(b).
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21 **CONCLUSIONS OF LAW**

22 1. NRS 18.010(2) specifically provides:

23 2. In addition to the cases where an allowance is authorized by specific statute,
24 the court may make an allowance of attorney's fees to a prevailing party:

25 . . .

26 (b) Without regard to the recovery sought, when the court finds that the
27 claim, counterclaim, cross-claim or third-party complaint or defense of the opposing
28 party was brought or maintained without reasonable ground or to harass the
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3 defenses because such claims and defenses overburden limited judicial resources,
4 hinder the timely resolution of meritorious claims and increase the costs of engaging
5 in business and providing professional services to the public.

6 *Also see* NRS 18.020 (costs *must* be awarded to the prevailing party).

7 **3.** Here, the intervention action and claims of the GORDON B. HANSEN TRUST and
8 MS. TOBIN, whether individually or as Trustee of the Trust, were decided before JUDGE
9 KISHNER in the aforementioned consolidated actions. Specifically, JUDGE KISHNER found MS.
10 TOBIN, as an individual, had no standing to sue as she had no ownership interest in the subject
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18 MS. TOBIN nevertheless sought another bite at the apple and filed the instant litigation which
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20 was a multiplication of the previous proceeding, was precluded by virtue of principles of claim and
21 issue preclusion, and thus, was brought without reasonable ground. It resulted in MR. and MRS.
22 CHIESI and QUICKEN LOANS, INC. unnecessarily incurring attorney's fees and costs in the
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24 **4.** The movants provided this Court their analyses concerning the reasonableness of
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3 in attorneys' fees and \$308.99 in costs incurred by MR. and MRS. CHIESI and QUICKEN LOANS,
4 INC. in defending the matter to be reasonable under the circumstances under NRS 18.010(2)(b) and
5 18.020. This Court therefore grants the Motion for Attorney's Fees and Costs.

6 Accordingly, and based upon the foregoing Findings of Fact and Conclusions of Law,
7

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** the Motion for Attorney's
9 Fees and Costs filed by Defendants BRIAN CHIESI, DEBORA CHIESI and QUICKEN LOANS,
10 INC. on September 16, 2020 is granted as modified. These Defendants are awarded \$8,640.00 in
11 attorney's fees and \$308.99 in costs as against Plaintiff NONA TOBIN.

12 Dated this 17th day of November, 2020

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SUSAN JOHNSON, DISTRICT COURT JUDGE

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17 **Susan Johnson**
18 **District Court Judge**
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1 **CSERV**

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3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

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6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)

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**DISTRICT COURT
CLARK COUNTY, NEVADA**
* * * *

NONA TOBIN, PLAINTIFF(S) VS.	CASE NO.: A-19-799890-C
JOEL STOKES, DEFENDANT(S)	DEPARTMENT 22

CIVIL ORDER TO STATISTICALLY CLOSE CASE

Upon review of this matter and good cause appearing,
IT IS HEREBY ORDERED that the Clerk of the Court is hereby directed to
statistically close this case for the following reason:

DISPOSITIONS:

- Default Judgment
- Judgment on Arbitration
- Stipulated Judgment
- Summary Judgment
- Involuntary Dismissal
- Motion to Dismiss by Defendant(s)
- Stipulated Dismissal
- Voluntary Dismissal
- Transferred (before trial)
- Non-Jury – Disposed After Trial Starts
- Non-Jury – Judgment Reached
- Jury – Disposed After Trial Starts
- Jury – Verdict Reached
- Other Manner of Disposition

DATED this 17th day of November, 2020.

Dated this 17th day of November, 2020

Susan Johnson

SUSAN JOHNSON
DISTRICT COURT JUDGE
BD8 DE9 E1A7 5231
Susan Johnson
District Court Judge

1 **CSERV**

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CLARK COUNTY, NEVADA

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6 Nona Tobin, Plaintiff(s)

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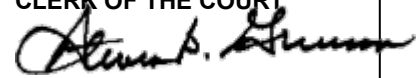
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If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 11/18/2020

Aaron Maurice	Maurice Wood Attn: Aaron Maurice, Esq 9525 Hillwood Drive, Suite 140 Las Vegas, NV, 89134
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12 *Attorneys for Defendant*
13 *Red Rock Financial Services*

14 DISTRICT COURT
15 CLARK COUNTY, NEVADA

16 NONA TOBIN, an individual,

17 Plaintiff,

18 vs.

19 BRIAN CHIESTI, an individual; DEBORA
20 CHIESTI, an individual; QUICKEN
21 LOANS IN.; JOEL A. STOKES, an
22 individual; JOEL A . STOKES AND
23 SANDRA STOKES as Trustees of
24 JIMI JACK IRREVOCABLE TRUST;
25 JIMI JACK IRREVOCABLE TRUST;
26 NATIONAL MORTGAGE LLC; RED
27 ROCK FINANCIAL SERVICES; DOES I
28 through X inclusive; and ROE
CORPORATIONS I through V, inclusive

Defendants.

Case No. A-19-799890-C
Dept. 22

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that the *Order Granting Defendant Red Rock Financial Services' Motion to Dismiss Complaint and All Joinders to the Motion* was entered in the above-referenced matter on December 3, 2020, a copy of which is attached hereto.

DATED: December 3, 2020.

KOCH & SCOW, LLC

/s/ Steven B. Scow
Steven B. Scow, Esq.
Attorney for Red Rock Financial Services, LLC

CERTIFICATE OF SERVICE

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I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. I certify that on December 3, 2020, I caused the foregoing document entitled: **NOTICE OF ENTRY OF ORDER**, to be electronically filed and served with the Eighth Judicial District Court, County of Clark, State of Nevada EFile system.

Executed on December 3, 2020 at Henderson, Nevada.

/s/ Andrea W. Eshenbaugh
An Employee of Koch & Scow LLC

OGM

~~EDWO~~

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2 Steven B. Scow, Esq. (NV Bar No. 9906)
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11 bwight@kochscow.com

12 *Attorneys for Defendant*
13 *Red Rock Financial Services*

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 NONA TOBIN, an individual,
17
18 Plaintiff,

19 vs.

20 BRIAN CHIESTI, an individual; DEBORA
21 CHIESTI, an individual; QUICKEN
22 LOANS IN.; JOEL A. STOKES, an
23 individual; JOEL A . STOKES AND
24 SANDRA STOKES as Trustees of
25 JIMI JACK IRREVOCABLE TRUST;
26 JIMI JACK IRREVOCABLE TRUST;
27 NATIONSTAR MORTGAGE LLC; RED
28 ROCK FINANCIAL SERVICES, DOES I
through X inclusive; and ROE
CORPORATIONS I through V, inclusive

Defendants.

Case No. A-19-799890-C
Dept. 22

**ORDER GRANTING DEFENDANT
RED ROCK FINANCIAL SERVICES'
MOTION TO DISMISS COMPLAINT
AND ALL JOINDERS TO THE
MOTION**

On August 11, 2020 Defendant Red Rock Financial, LLC's ("Red Rock") Motion to Dismiss Nona Tobin's Claims against it and as well as Nationstar Mortgage, LLC's ("Nationstar") Joinder to Red Rock's motion; Joel a Stokes, Joel A. Stokes and Sandra Stokes as trustees of Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust (the "Jimijack Defendants") Joinder to Red Rock's motion; and Brian Chiesi, Debora Chiesi,

1 and Quicken Loans, Inc.'s (the "Chiesi Defendants") Joinder to Red Rock's motion came
2 on for hearing in this Court (collectively all above Defendants shall be referred to as the
3 "Defendants"). Appearing on behalf of Red Rock was counsel of record, Brody Wight
4 appearing on behalf of Nationstar was counsel of record Donna Wittig, appearing on
5 behalf of the Jimijack Defendants was counsel of record Joseph Hong, appearing on
6 behalf of the Chiesi Defendants was counsel of record Brittany Wood, and appearing on
7 behalf of Tobin was counsel of record John Thomson. The Court, having considered the
8 motion, all of the joinders to the motion, the opposition filed by Tobin, the reply filed by
9 Red Rock, and all joinders to the reply, having heard and considered any argument of
10 counsel at the time of hearing, finds and orders as follows.

11 **FACTS**

12 **A. Tobin Unsuccessfully Brings Claims Against the HOA**

13 1. On January 31, 2017, Tobin, in her capacity as the trustee of the Gordon B.
14 Hansen Trust (the "Trust"), filed a Cross-claim against the Sun City Anthem Community
15 Association (the "HOA") in District Court Case No. A-15-720032-C (the "Previous Case"
16 or "Previous Action") claiming the HOA, through its collection agent Red Rock,
17 wrongfully foreclosed on a residence owned by the Trust and located at 2763 White Sage
18 Drive, Henderson, Nevada 89052 (the "Property") on August 15, 2014.

19 2. In that same litigation, Tobin brought claims against the Jimijack
20 Defendants as successors in interest to the party that purchased the Property at the
21 foreclosure.

22 3. Tobin's central allegation in the Previous Case was that Red Rock
23 committed fraud and wrongfully colluded with several parties, including the HOA, in
24 foreclosing on the Property without complying with the requirements of NRS Chapter
25 116 or the HOA's governing documents.

26 4. Tobin's Cross-claim in the Previous Case listed a host of allegations of
27 wrongdoing against Red Rock including claims that Red Rock failed to provide the Trust
28

1 with proper notice of the foreclosure sale and that it frequently misstated the amounts
2 due and owing to the HOA under the HOA lien.

3 5. The Cross-claim in the Previous Case contained a cause of action against
4 the HOA for quiet title and equitable relief claiming that Red Rock's actions caused the
5 foreclosure sale to be null and void as well as causes of action for civil conspiracy, fraud,
6 unjust enrichment, and breach of contract. The allegations of each of those claims
7 centered around Red Rock.

8 6. The Cross-claim in the Previous Case alleged that it was Red Rock that
9 conspired, Red Rock that committed fraud, Red Rock that was unjustly enriched, and
10 Red Rock that breached the contract, but the Cross-claim did not list Red Rock as a party.

11 7. On February 5, 2019, the HOA brought a motion for summary judgment
12 seeking the dismissal of the Trust's Cross-claim. The HOA argued that Red Rock clearly
13 complied with all requirements of law in foreclosing on the Property and carefully
14 presented the court with all of the notices Red Rock provided.

15 8. The Trust filed an opposition attempting to defend its allegations with a
16 declaration from Tobin attached that claimed the Trust owned the Property.

17 9. On April 17, 2019, the court in that case signed an order granting the
18 HOA's motion in its entirety reasoning that "[t]he totality of the facts evidence that the
19 HOA properly followed the processes and procedures in foreclosing upon the Property."

20 10. Tobin, as the trustee to the Trust, also brought identical claims against the
21 Jimijack Defendants, as successors in interest to the party that purchased the Property at
22 the foreclosure, in the Previous Case. After a full trial on the merits, the Court entered a
23 judgment on June 24, 2019, finding in favor of the Jimijack Defendants and against the
24 Trust on all of the Trust's claims in part due to the fact that the claims were precluded by
25 the order granting summary judgment.

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1 11. Nationstar, as the servicing bank for the Deed of Trust on the Property at
2 the time of foreclosure, was also party to the Previous Case, but Tobin did not bring
3 claims against Nationstar directly.

4 **B. Tobin Brings the Current Complaint**

5 12. Shortly after all of her claims were denied at trial, Tobin filed a new
6 complaint on August 8, 2019, but this time she filed the Complaint in her individual
7 capacity. Tobin then filed a First Amended Complaint on June 3, 2020 (the "Complaint").

8 13. Tobin's new Complaint alleges that in March 2017, in the middle of the
9 previous litigation and before the Trust filed its motion for summary judgment against
10 the HOA, the Trust transferred title to the Property to Tobin individually.

11 14. Other than asserting claims in her individual capacity, Tobin's current
12 action is based, once again, on allegations that Red Rock did not comply with the
13 requirements of law in foreclosing on the Property in August 2014.

14 15. The Complaint specifically brings claims against all of the Defendants for
15 quiet title, unjust enrichment, and declaratory relief based on allegations that Red Rock
16 wrongfully foreclosed on the Property.

17 16. The Complaint brings the above claims against the Jimijack Defendants and
18 Chiesi Defendants presumably because those Defendants obtained interests in the
19 Property after foreclosure. The Complaint alleges that Nationstar was the servicer on the
20 Deed of Trust on the Property at the time of foreclosure, but the Complaint does not
21 specify why Nationstar was named as a defendant in the current action.

22 17. On June 23, 2020, Red Rock filed a motion to dismiss arguing, in part, that
23 all of Tobin's claims are barred by the doctrines of claim preclusion and nonmutual claim
24 preclusion. The remaining Defendants all properly joined Red Rock's motion.

25 18. In their joinders, the Chiesi Defendants and the Jimijack Defendants
26 requested this Court grant them attorney's fees and costs for defending against Tobin's
27

1 claims. The Jimijack Defendants' Motion for Attorney's Fees and Costs were pursuant to
2 EDCR Rule 7.60(b)(1) and / or (3).

3 **STANDARD FOR DISMISSAL UNDER NRCP 12(B)(5)**

4 19. Pursuant to NRCP 12(b)(5), a motion to dismiss should be granted upon
5 "failure to state a claim upon which relief can be granted." A motion brought under
6 NRCP 12(b)(5) tests the legal sufficiency of the claim as alleged by the moving party. A
7 motion to dismiss must be granted where it appears to a certainty that the plaintiff is
8 entitled to no relief under any set of facts that could be proved in support of a claim. *Buzz*
9 *Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228 (2008); *Blackjack Bonding v. Las Vegas*
10 *Mun. Ct.*, 116 Nev. 1213,1217 (2000); *Simpson v. Mars Inc.*, 113 Nev. 188, 190 (1997).

11 20. In reviewing motions to dismiss, courts may consider the allegations of the
12 Complaint and "may also consider unattached [or attached] evidence on which the
13 complaint necessarily relies if: (1) the complaint refers to the document; (2) the document
14 is central to the plaintiff's claim; and (3) no party questions the authenticity of the
15 document." *Baxter v. Dignity Health*, 357 P.3d 927, 930 (Nev. 2015) (quoting *United States*
16 *v. Corinthian Colleges*, 655 F.3d 984, 999 (9th Cir.2011)).

17 **LEGAL FINDINGS**

18 21. The doctrine of claim preclusion, otherwise known as *res judicata* is
19 designed to prevent plaintiffs and their privies from filing any claims that were or could
20 have been asserted in a different suit. *U. of Nevada v. Tarkanian*, 879 P.2d 1180, 1191–92
21 (Nev. 1994).

22 22. The concept of *nonmutual* claim preclusion extends the doctrine and
23 "embraces the idea that a plaintiff's second suit against a new party should be precluded
24 'if the new party can show good reasons why he should have been joined in the first
25 action and the [plaintiff] cannot show any good reasons to justify a second chance.' "
26 *Weddell v. Sharp*, 350 P.3d 80, 84–85 (Nev. 2015) (quoting 18A Charles Alan Wright, et al.,
27 Federal Practice and Procedure § 4464.1 (2d ed.2002)

1 the time of the previous action, and Tobin has not provided any good reason for not
2 having brought Red Rock in the previous action.

3 28. Because this case meets all of the elements of claim preclusion and
4 nonmutual claim preclusion, those doctrines now bar Tobin from bringing all of her
5 claims against the Defendants.

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EXHIBIT 1

EXHIBIT 1

From: joseph hong yosuphonglaw@gmail.com
Subject: Re: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 30, 2020 at 12:57 PM
To: Brody Wight bwight@kochscow.com



Hi Brody...please affix my e-signature on the Order...

On Thu, Nov 19, 2020 at 10:42 AM Brody Wight <bwight@kochscow.com> wrote:


I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.

Brody Wight
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Henderson, Nevada 89052
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--

Joseph Y, Hong, Esq
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From: Brittany Wood bwood@mauricewood.com 
Subject: RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 19, 2020 at 2:00 PM
To: Brody Wight bwight@kochscow.com, donna.wittig@akerman.com, joseph hong yosuphonglaw@gmail.com, melanie.morgan@akerman.com, scott.lachman@akerman.com, J Thomson jwtlaw@ymail.com

BW

You have my authority to attach my electronic signature.

Brittany Wood

Partner



9525 Hillwood Drive | Suite 140
Las Vegas, Nevada | 89134
Office: (702) 463-7616 | Fax: (702) 463-6224
bwood@mauricewood.com


This communication (including any attachments) is not intended or written to be used, and it cannot be used, for the purpose of avoiding tax penalties that may be imposed on the taxpayer. This transmission is intended only for the use of the addressee and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, any use of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately.

From: Brody Wight <bwight@kochscow.com>
Sent: Thursday, November 19, 2020 10:42 AM
To: donna.wittig@akerman.com; joseph hong <yosuphonglaw@gmail.com>; melanie.morgan@akerman.com; scott.lachman@akerman.com; Brittany Wood <bwood@mauricewood.com>; J Thomson <jwtlaw@ymail.com>
Subject: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.

Brody Wight
Koch & Scow LLC
11500 S. Eastern Ave., Suite 210
Henderson, Nevada 89052
702-318-5040 (office)
702-318-5039 (fax)
801-645-8978 (cell)
bwight@kochscow.com

From: Scott.lachman@akerman.com 
Subject: RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 19, 2020 at 11:04 AM
To: bwight@kochscow.com, donna.wittig@akerman.com, yosuphonglaw@gmail.com, melanie.morgan@akerman.com, bwood@mauricewood.com, jwtlaw@ymail.com
Cc: elizabeth.streible@akerman.com



Brody – You have permission to use my e-signature for Nationstar. Bar No. 12016. Thanks for preparing the order.

Scott Lachman

Associate, Consumer Financial Services Practice Group
Akerman LLP | 1635 Village Center Circle, Suite 200 | Las Vegas, NV 89134
D: 702 634 5021 | C: 702 321 7282
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From: Brody Wight <bwight@kochscow.com>
Sent: Thursday, November 19, 2020 10:42 AM
To: Wittig, Donna (Assoc-Las) <donna.wittig@akerman.com>; joseph hong <yosuphonglaw@gmail.com>; Morgan, Melanie (Ptnr-Las) <melanie.morgan@akerman.com>; Lachman, Scott (Assoc-Las) <scott.lachman@akerman.com>; Brittany Wood <bwood@mauricewood.com>; J Thomson <jwtlaw@ymail.com>
Subject: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

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Order Granting
Defend...n.docx

From: Brody Wight bwight@kochscow.com 
Subject: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 19, 2020 at 10:42 AM

BW

To: donna.wittig@akerman.com, joseph hong yosuphonglaw@gmail.com, melanie.morgan@akerman.com, scott.lachman@akerman.com, Brittany Wood bwood@mauricewood.com, J Thomson jwtlaw@ymail.com

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.



Order Granting
Defend...n.docx

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EXHIBIT 2

EXHIBIT 2

LAW OFFICE OF JOHN W. THOMSON
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EMAIL: johnwthomson@ymail.com/jwtlaw@ymail.com

October 27, 2020

Via Email Only:

David Koch – dkoch@kochscow.com
Brody Wight – bwight@kochscow.com
Daniel Scow – dscow@kochscow.com
Steven Scow – sscow@kochscow.com
Donna Wittig – donna.wittig@akerman.com
Melanie Morgan – Melanie.morgan@akerman.com
Joseph Hong – yosuphonglaw@gmail.com
Brittany Wood – bwood@mauricewood.com

Re: Tobin v. Chiesi, et al
Case No.: A-19-799890-C

Dear Counsel:

Please see below Nona Tobin’s comments and objections to the Order:

1. On January 31, 2017, Tobin, in her capacity as the trustee of the Gordon B. Hansen Trust (the “Trust”), filed a Cross-claim against the Sun City Anthem Community Association (the “HOA”) in District Court Case No. A-15-720032-C (the “Previous Case” or “Previous Action”) claiming the HOA, through its collection agent Red Rock, wrongfully foreclosed on a residence owned by the Trust and located at 2763 White Sage Drive, Henderson, Nevada 89052 (the “Property”) on August 15, 2014.

Claims were brought in both capacities as Trustee and an Individual. The proposed pleadings attached to the 11/15/16 Motion to Intervene, the 12/20/16 hearing minutes & Recorder’s Transcript Tobin as filing as an individual beneficiary & Gordon B. Hansen Trust, trustee. Her acceptance as an individual party was reaffirmed at a hearing on 4/27/17 See Recorder’s Transcript Page.

2. In that same litigation, Tobin brought claims against the Jimijack Defendants as successors in interest to the party that purchased the Property at the foreclosure.

Tobin/Gordon B. Hansen Trust's primary claim was never adjudicated at trial, i.e., that Jimijack had no valid interest as its deed was inadmissible per NRS 111.345 & was not the successor in interest to the party that purchased the property at foreclosure. Jimijack evaded judicial scrutiny of Jimijack's defective deed by transferring Jimijack's deed to non-party Joel Stokes as an individual five weeks before the trial that allegedly adjudicated the Gordon B. Hansen Trust's quiet title claim v Jimijack.

3. Tobin's central allegation in the Previous Case was that Red Rock committed fraud and wrongfully colluded with several parties, including the HOA, in foreclosing on the Property without complying with the requirements of NRS Chapter 116 or the HOA's governing documents. (*Id.* at ¶ 17).

The documents and record speak for themselves, and the summary here is not adequate.

4. Tobin's Cross-claim in the Previous Case listed a host of allegations of wrongdoing against including claims that Red Rock failed to provide the Trust with proper notice of the foreclosure sale and that it frequently misstated the amounts due and owing to the HOA under the HOA lien.

Tobin/Gordon B. Hansen Trust filed six causes of actions vs. Sun City Anthem. Sun City Anthem's Motion for Summary Judgment addressed quiet title only. Court rejected the Ombudsman's notice of sale log because it was not authenticated. It was authenticated on 4/15/19, but the court did not consider it.

5. The Cross-claim in the Previous Case contained a cause of action against the HOA for quiet title and equitable relief claiming that Red Rock's actions caused the foreclosure sale to be null and void as well as causes of action for civil conspiracy, fraud, unjust enrichment, and breach of contract. The allegations of each of those claims centered around Red Rock.

The degree to which Red Rock & FSR misled the HOA Board, usurped control of funds belonging to the HOA and other parties was revealed during discovery of the prior proceedings but there was no judicial scrutiny of the evidence because Sun City Anthem's attorneys misrepresented the Red Rock foreclosure file as Sun City Anthem's official records and concealed the HOA's verified, corroborated agendas, minutes, and ownership accounts.

These claims were not heard. Five of the six causes of actions were dismissed to go to mediation, but were not returned. Sun City Anthem Motion for Summary Judgment was a partial Motion for Summary Judgment.

There are things about Red Rock's fraud that were only discovered during discovery in the first proceedings. Tobin was prevented from addressing them at trial because she was removed as a Party in her individual capacity; documentary evidence was all excluded from trial, Page 18 of 1/31/17 cross-claim, failure to distribute proceeds, and many other findings of fact were misrepresented in the 4/17/19 Sun City Anthem Motion for Summary Judgment.

6. The Cross-claim in the Previous Case alleged that it was Red Rock that conspired, Red Rock that committed fraud, Red Rock that was unjustly enriched, and Red Rock that breached the contract, but the Cross-claim did not list Red Rock as a party.

None of these claims were heard. See # 13

Red Rock was not a party in the prior suit. Tobin tried to add them in her attempted amendment of her 1/31/17 Cross-Claim vs Sun City Anthem that it could not have any added parties or claims, but the Court wouldn't allow it. See 1/10/19 Recorder's Transcript.

7. On February 5, 2019, the HOA brought a motion for summary judgment seeking the dismissal of the Trust's Cross-claim. The HOA argued that Red Rock clearly complied with all requirements of law in foreclosing on the Property and carefully presented the court with all of the notices Red Rock provided.

Disagree. It was a partial Motion for Summary Judgment vs. the Gordon B. Hansen Trust on the quiet title claim. It did not address five of the six causes of actions in the 1/31/17 CRCM that all parties agreed on 3/26/19 hearing (See Recorder's Transcript) was the operative pleading.

Misstates what happened. While it is true that the HOA argues these points, it did so without any verified, corroborated supporting evidence and by unverified, uncorroborated Red Rock foreclosure file as if it was the HOA's official record.

Sun City Anthem's assisted Red Rock's alleged fraud by presenting inaccurate notices that were never sent, as if they were real, and concealed from discovery the actual official HOA records that support Tobin's and Leidy's declarations made under penalty of perjury.

8. The Trust filed an opposition attempting to defend its allegations with a declaration from Tobin attached that claimed the Trust owned the Property.

Tobin's 3/6/19 declaration under penalty of perjury was consistent with the many other declarations she made under penalty of perjury (9/23/16, 1/17/17, 3/14/19, 3/22/19, 4/20/19).

This implies there was some conflict in her statement about who owned it at the time of the sale and how she acquired title as an individual, but alternate theories of recovery are allowed.

Further, this 3/6/19 declaration was not considered by the court at the 3/26/19 hearing because the court had granted the HOA's Motion for Summary Judgment and Nationstar Mortgage's sua sponte on 3/5/19.

9. On April 17, 2019, the court in that case signed an order granting the HOA's motion in its entirety reasoning that "[t]he totality of the facts evidence that the HO properly followed the processes and procedures in foreclosing upon the Property." (Exhibit 4, pg. 9).

While it is true that is what the order says, there are many disputed facts in that order. See Tobin 4/20/19 DECL that was exhibit 1 to the 5/23/19 Reply to SCA's opposition to reconsider.

All evidence, meaning all sworn affidavits, declarations under penalty of perjury by Teralyn Lewis -Nevada Real Estate Division Custodian of Records; Craig Leidy- 2014 listing agent; Doug Proudfit- 2012-2013 Listing agent; Linda Proudfit – Proudfit Realty Custodian of Records; Steve Hansen – co-beneficiary to the Gordon B. Hansen Trust until 3/27/17; and Nona Tobin as well as all verified & corroborated documentary evidence support Nona Tobin's claims.

The court erred in relying solely on the HOA's oral arguments and Red Rock's unverified, uncorroborated file; ignoring all of the verified evidence that contradicts that statement.

10. Tobin, as the trustee to the Trust also brought identical claims against the Jimijack Defendant, as successors in interest to the party that purchased the Property at the foreclosure, in the Previous Case. After a full trial on the merits, the Court entered a judgment on June 24, 2019 finding in favor of the Jimijack Defendants and against the Trust on all of the Trust's claims in part due to the fact that the claims were precluded by the order granting summary judgment.

The 5 causes of actions of Tobin/Gordon B. Hansen Trust's 2/1/17 AACC vs Joel & Sandra as Trustees of Jimijack were not identical to the claims against the HOA and no claims against Jimijack were heard at trial. There was no "full trial on the merits". Joel A. Stokes, a party in this case, who held Jimijack's recorded interest as of 5/1/19, was not a party in either of the

consolidated cases. The court was not aware at trial that non-party Joel Stokes had encumbered the property with a \$355,000 deed of trust from non-party Civic Financial Services. The Stokes-Civil Financial Services Deed of Trust was wrongly identified as the Jimijack-Nationstar Mortgage “settlement” even though neither NSM nor Jimijack was party to Stokes-Civil Financial Services Deed of Trust.

Further, Plaintiff Jimijack that did not have an admissible deed filed, no quiet title (or any other) claims, into the consolidated cases except its original 6/16/15 COMP vs BANA. BANA defaulted & JDDF was filed on 10/16/15 so BANA was not a party.

Claims preclusion should not have been applied by the court. The Sun City Anthem’s Motion for Summary Judgment was a partial Motion for Summary Judgment as it specifically limited its scope to the quiet title causes of action of the Gordon B. Hansen Trust. The Motion for Summary Judgment was specifically not addressing five of the six Gordon B. Hansen Trust causes of actions or six of Tobin’s causes of actions against Sun City Anthem. Motion for Summary did not apply to Tobin/Gordon B. Hansen Trust’s five causes of actions against Jimijack or the four causes of actions against Hong’s other client Yuen K. Lee dba F. Bondurant as Hong did not file a joinder to Sun City Anthem’s Motion for Summary Judgment and his oral motion to join at the 3/26/19 hearing was denied. (Page 20, lines 16-17 Recorder’s Transcript)

11. Nationstar, as the servicing bank for the Deed of Trust on the Property at the time of foreclosure, was also party to the Previous Case, but Tobin did not bring claims against Nationstar directly.

Nationstar Mortgage was party in the previous case because it inaccurately claimed to hold the beneficial interest of the Hansen Deed of Trust.

Tobin filed an affidavit on 9/23/16 that stated on Page 5 “23. In our scenario, Nationstar Mortgage would retain whatever security interest they had (and could legitimately prove they had in the first deed of trust on August 14, 2014 and no more.

24. Our prayer to the court would be 1) void the sale, 2) give back the title to us as the equitable titleholders prior to the fraudulent HOA sale, and 3) not allow NSM's claims to a security interest prevail by bypassing the requirements of Nevada's 2011 anti-foreclosure fraud law.” (AB 284 2011)

25. I believe Nationstar Mortgage's claims are clearly contradicted by evidence I possess.”

12. Shortly after all of her claims were denied at trial, Tobin filed a whole new complaint on August 8, 2019, but this time she filed the Complaint in her individual

capacity. Tobin then filed a First Amended Complaint on June 3, 2020 (the “Complaint”)

Filing the new claim was necessary to protect my individual rights arising from my 3/28/17 deed. The parties would have asserted they were time-barred if I had not filed an individual claim prior to the 8/14/19 statute of limitations.¹

13. Tobin’s new Complaint alleges that in March 2017, in the middle of the previous litigation and before the Trust filed its motion for summary judgment against the HOA, the Trust transferred title to the Property to Tobin individually.

“...before the trust filed its Motion for Summary Judgment vs. the HOA” misstates the facts & the court record.

1/31/17 Tobin Cross-Claim vs Sun City Anthem

2/23/17 Sun City Anthem Motion to Dismiss Tobin/Gordon B. Hansen Trust per NRS 38.310

3/3/17 Tobin filed a Pro Se Motion for Summary Judgment to void the sale vs. the HOA on behalf of herself & Gordon B. Hansen Trust

3/14/17 Sun City Anthem changed attorneys from Lech to Lipson

3/22/17 Tobin gave Sun City Anthem a settlement offer to avoid litigation

3/22/17 Sun City Anthem filed Motion to Dismiss vs Tobin & Gordon B. Hansen Trust per NRCP 41 because Tobin was a Pro Se

3/31/17 Sun City Anthem filed an Opposition to Motion to Tobin Motion for Summary Judgment

4/27/17 Court denied Sun City Anthem Motion to Dismiss per 41 “as to the individual” but erred in not hearing the Tobin/Gordon B. Hansen Trust Motion for Summary Judgment which was scheduled to be heard 4/27/17

5/25/17 Sun City Anthem & Tobin/Gordon B. Hansen Trust new attorney stipulated to withdraw all claims & Tobin’s MSJ pending completion of mediation. Sun City Anthem’s 3/31/17 opposition was withdrawn erroneously as Sun City Anthem new attorney Ochoa misrepresented Sun City Anthem’s opposition as a 2nd Tobin/Gordon B. Hansen Trust Motion for Summary Judgment. Tobin/Gordon B. Hansen Trust completed mediation on 11/13/18, but her claims were not restored to the jurisdiction of the court as her 4/9/19, 4/12/19, 7/26/19 notices of completion of mediation and her 7/29/19 motion to dismiss per 38.310 were all stricken from the record unheard. This resulted in the court refusing to hear her 3/3/17 Motion for Summary Judgment vs. Sun City Anthem, her 4/10/19 Motion for Summary Judgment vs. Jimijack and her 4/24/19 motion to vacate the Sun City Anthem partial Motion for Summary Judgment of the Gordon B. Hansen Trust’s quiet title claims & Nationstar Mortgage’s limited joinder thereto pursuant to NRCP 60 fraud on court.

14. Other than asserting claims in her individual capacity, Tobin’s current action is based, once again, on allegations that Red Rock did not comply with the requirements of law in foreclosing on the Property in August 2014.

Tobin filed the claims that the HOA's agent did not comply with legal requirements in an individual capacity in the prior case, but the court did not hear her as an individual previously, and so the court was unaware of the specific evidence of Red Rock's falsification of its unverified, uncorroborated foreclosure file, keeping two sets of books, taking the authority of the HOA Board to retain proprietary control over funds collected for the benefit of the HOA, conspiring with Nationstar Mortgage to mischaracterize Nationstar Mortgage's rejected \$1100 tender to close the 5/8/14 \$367,500 auction.com sale, authenticated Ombudsman's log shows there was no notice of sale in effect when the 8/15/14 sale was held that was uncovered during the prior proceedings, so she reasserts those claims in the current case. The claim that Red Rock wrongly retained the proceeds of the sale was on page 18-19 of the 1/31/17 Cross-Claim vs. Sun City Anthem, but was never heard because Tobin was prohibited from adding back in the 5 of 6 causes of actions that were withdrawn pending completion of mediation. Tobin's individual motions and notices were all stricken from the record unheard.

15. The Complaint specifically brings claims against all of the Defendants for quiet title, unjust enrichment, and declaratory relief based entirely on allegations that Red Rock wrongfully foreclosed on the Property.

Disagree. The complaint speaks for itself and the summary is inadequately simple and incorrect. The claim against Nationstar Mortgage is that it never was the beneficial owner of the Hansen deed of trust, and is judicially estopped from claiming to own it now. However, because Nationstar Mortgage misrepresented to the court that Tobin's choosing to move to void the sale subject to the Hansen Deed of Trust meant that Tobin/Gordon B. Hansen Trust and Nationstar Mortgage were not opposing parties. Nationstar Mortgage therefore "settled out of court" and dropped its quiet title claims without meeting its burden of proof. Further, if the sale was valid to extinguish the Gordon B. Hansen Trust's interest, then it was valid to extinguish the Hansen Deed of Trust. Also, Nationstar Mortgage & Red Rock both concealed that the Nationstar Mortgage offer of \$1100 and the 3/28/14 Red Rock Financial Services pay off demand to Chicago title the complaint against Jimijack was that the deed was fraudulent and inadmissible per NRS 111.345. All other defendant's deeds that stemmed from Jimijack's are void as well. These are new claims never heard.

16. The Complaint brings the above claims against the Jimijack Defendants and Chiesi Defendants presumably because those Defendants obtained interests in the Property after foreclosure. The Complaint alleges that Nationstar was the servicer on the Deed of Trust on the Property at the time of foreclosure, but the Complaint does not specify why Nationstar was named as a defendant in the current action.

Nationstar Mortgage did not admit that it was only the servicer and not the beneficiary until after the end of discovery, and then they immediately contradicted it by recording a claim that contradicted its previous claim of being the beneficiary. Nationstar Mortgage recorded false claims related to the disputed Hansen DOT on 12/1/14, two on 3/8/19, 1/22/15, 8/17/15, and 6/3/19. In settlement with the other parties, the Jimijack-Nationstar Mortgage settlement, they decided to recording documents on 5/1/19 and 5/23/19 which clouded the title with reassignments of the Stokes-CFS DOT on 6/4/19 and 7/17/19. Chiesi/Quicken defendants recorded claims adverse to Tobin's claimed interest on 12/27/19 during the pendency of these proceedings and the appeal of the prior case. NSM reconveyed the Hansen deed of trust to Joel Stokes as an individual instead of to the estate of the borrower; while the Stokes-Civil Financial Services Deed of Trust still encumbered the property.

17. On June 23, 2020, Red Rock filed a motion to dismiss arguing, in part, that all of Tobin's claims are barred by the doctrines of claim preclusion and nonmutual claim preclusion. The remaining Defendants all properly joined Red Rock's motion.

Claims preclusion is not supported by the facts. Tobin's individual claims in the prior case were not heard. Nationstar Mortgage's claims were not heard because they were dismissed without Tobin's consent, allegedly in order to evade judicial scrutiny of any evidence, and creating a side deal with Jimijack to thwart Tobin's ownership interest. Jimijack didn't have any claims to adjudicate, but somehow won without any claims or any evidence.

Different parties, different claims, no fair adjudication previously equals no applicability of claims preclusion doctrine.

18. In their joinders, the Chiesi Defendants and the Jimijack Defendants requested this Court grant them attorney's fees and costs for defending against Tobin's claims. The Jimijack Defendant's Motion for Attorney's Fees and Costs were pursuant to EDCR Rule 7.60(b)(1) and/or (3).

The attorney fees and costs are separate matters and should not be included in the Order granting motion to dismiss.

Sincerely,

/s/ John W. Thomson

John W. Thomson. Esq.

JWT/ac

cc: Nona Tobin

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 12/3/2020

15 David Koch

dkoch@kochscow.com

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9 dkoch@kochscow.com
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11 bwight@kochscow.com

12 *Attorneys for Defendant*
13 *Red Rock Financial Services*

14 DISTRICT COURT
15 CLARK COUNTY, NEVADA

16 NONA TOBIN, an individual,
17
18 Plaintiff,

19 vs.

20 BRIAN CHIESTI, an individual; DEBORA
21 CHIESTI, an individual; QUICKEN
22 LOANS IN.; JOEL A. STOKES, an
23 individual; JOEL A . STOKES AND
24 SANDRA STOKES as Trustees of
25 JIMI JACK IRREVOCABLE TRUST;
26 JIMI JACK IRREVOCABLE TRUST;
27 NATIONSTAR MORTGAGE LLC; RED
28 ROCK FINANCIAL SERVICES, DOES I
through X inclusive; and ROE
CORPORATIONS I through V, inclusive

Defendants.

Case No. A-19-799890-C
Dept. 22

**ORDER GRANTING DEFENDANT
RED ROCK FINANCIAL SERVICES'
MOTION TO DISMISS COMPLAINT
AND ALL JOINDERS TO THE
MOTION**

On August 11, 2020 Defendant Red Rock Financial, LLC's ("Red Rock") Motion to Dismiss Nona Tobin's Claims against it and as well as Nationstar Mortgage, LLC's ("Nationstar") Joinder to Red Rock's motion; Joel a Stokes, Joel A. Stokes and Sandra Stokes as trustees of Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust (the "Jimijack Defendants") Joinder to Red Rock's motion; and Brian Chiesi, Debora Chiesi,

1 and Quicken Loans, Inc.'s (the "Chiesi Defendants") Joinder to Red Rock's motion came
2 on for hearing in this Court (collectively all above Defendants shall be referred to as the
3 "Defendants"). Appearing on behalf of Red Rock was counsel of record, Brody Wight
4 appearing on behalf of Nationstar was counsel of record Donna Wittig, appearing on
5 behalf of the Jimijack Defendants was counsel of record Joseph Hong, appearing on
6 behalf of the Chiesi Defendants was counsel of record Brittany Wood, and appearing on
7 behalf of Tobin was counsel of record John Thomson. The Court, having considered the
8 motion, all of the joinders to the motion, the opposition filed by Tobin, the reply filed by
9 Red Rock, and all joinders to the reply, having heard and considered any argument of
10 counsel at the time of hearing, finds and orders as follows.

11 **FACTS**

12 **A. Tobin Unsuccessfully Brings Claims Against the HOA**

13 1. On January 31, 2017, Tobin, in her capacity as the trustee of the Gordon B.
14 Hansen Trust (the "Trust"), filed a Cross-claim against the Sun City Anthem Community
15 Association (the "HOA") in District Court Case No. A-15-720032-C (the "Previous Case"
16 or "Previous Action") claiming the HOA, through its collection agent Red Rock,
17 wrongfully foreclosed on a residence owned by the Trust and located at 2763 White Sage
18 Drive, Henderson, Nevada 89052 (the "Property") on August 15, 2014.

19 2. In that same litigation, Tobin brought claims against the Jimijack
20 Defendants as successors in interest to the party that purchased the Property at the
21 foreclosure.

22 3. Tobin's central allegation in the Previous Case was that Red Rock
23 committed fraud and wrongfully colluded with several parties, including the HOA, in
24 foreclosing on the Property without complying with the requirements of NRS Chapter
25 116 or the HOA's governing documents.

26 4. Tobin's Cross-claim in the Previous Case listed a host of allegations of
27 wrongdoing against Red Rock including claims that Red Rock failed to provide the Trust
28

1 claims. The Jimijack Defendants' Motion for Attorney's Fees and Costs were pursuant to
2 EDCR Rule 7.60(b)(1) and / or (3).

3 **STANDARD FOR DISMISSAL UNDER NRCP 12(B)(5)**

4 19. Pursuant to NRCP 12(b)(5), a motion to dismiss should be granted upon
5 "failure to state a claim upon which relief can be granted." A motion brought under
6 NRCP 12(b)(5) tests the legal sufficiency of the claim as alleged by the moving party. A
7 motion to dismiss must be granted where it appears to a certainty that the plaintiff is
8 entitled to no relief under any set of facts that could be proved in support of a claim. *Buzz*
9 *Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228 (2008); *Blackjack Bonding v. Las Vegas*
10 *Mun. Ct.*, 116 Nev. 1213,1217 (2000); *Simpson v. Mars Inc.*, 113 Nev. 188, 190 (1997).

11 20. In reviewing motions to dismiss, courts may consider the allegations of the
12 Complaint and "may also consider unattached [or attached] evidence on which the
13 complaint necessarily relies if: (1) the complaint refers to the document; (2) the document
14 is central to the plaintiff's claim; and (3) no party questions the authenticity of the
15 document." *Baxter v. Dignity Health*, 357 P.3d 927, 930 (Nev. 2015) (quoting *United States*
16 *v. Corinthian Colleges*, 655 F.3d 984, 999 (9th Cir.2011)).

17 **LEGAL FINDINGS**

18 21. The doctrine of claim preclusion, otherwise known as *res judicata* is
19 designed to prevent plaintiffs and their privies from filing any claims that were or could
20 have been asserted in a different suit. *U. of Nevada v. Tarkanian*, 879 P.2d 1180, 1191–92
21 (Nev. 1994).

22 22. The concept of *nonmutual* claim preclusion extends the doctrine and
23 "embraces the idea that a plaintiff's second suit against a new party should be precluded
24 'if the new party can show good reasons why he should have been joined in the first
25 action and the [plaintiff] cannot show any good reasons to justify a second chance.' "
26 *Weddell v. Sharp*, 350 P.3d 80, 84–85 (Nev. 2015) (quoting 18A Charles Alan Wright, et al.,
27 Federal Practice and Procedure § 4464.1 (2d ed.2002)

1 the time of the previous action, and Tobin has not provided any good reason for not
2 having brought Red Rock in the previous action.

3 28. Because this case meets all of the elements of claim preclusion and
4 nonmutual claim preclusion, those doctrines now bar Tobin from bringing all of her
5 claims against the Defendants.

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EXHIBIT 1

EXHIBIT 1

From: joseph hong yosuphonglaw@gmail.com
Subject: Re: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 30, 2020 at 12:57 PM
To: Brody Wight bwight@kochscow.com



Hi Brody...please affix my e-signature on the Order...

On Thu, Nov 19, 2020 at 10:42 AM Brody Wight <bwight@kochscow.com> wrote:


I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.

Brody Wight
Koch & Scow LLC
11500 S. Eastern Ave., Suite 210
Henderson, Nevada 89052
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702-318-5039 (fax)
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--

Joseph Y, Hong, Esq
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From: Brittany Wood bwood@mauricewood.com 
Subject: RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 19, 2020 at 2:00 PM
To: Brody Wight bwight@kochscow.com, donna.wittig@akerman.com, joseph hong yosuphonglaw@gmail.com, melanie.morgan@akerman.com, scott.lachman@akerman.com, J Thomson jwtlaw@ymail.com

BW

You have my authority to attach my electronic signature.

Brittany Wood

Partner



9525 Hillwood Drive | Suite 140
Las Vegas, Nevada | 89134
Office: (702) 463-7616 | Fax: (702) 463-6224
bwood@mauricewood.com


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From: Brody Wight <bwight@kochscow.com>
Sent: Thursday, November 19, 2020 10:42 AM
To: donna.wittig@akerman.com; joseph hong <yosuphonglaw@gmail.com>; melanie.morgan@akerman.com; scott.lachman@akerman.com; Brittany Wood <bwood@mauricewood.com>; J Thomson <jwtlaw@ymail.com>
Subject: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.

Brody Wight
Koch & Scow LLC
11500 S. Eastern Ave., Suite 210
Henderson, Nevada 89052
702-318-5040 (office)
702-318-5039 (fax)
801-645-8978 (cell)
bwight@kochscow.com

From: Scott.lachman@akerman.com 
Subject: RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 19, 2020 at 11:04 AM
To: bwight@kochscow.com, donna.wittig@akerman.com, yosuphonglaw@gmail.com, melanie.morgan@akerman.com, bwood@mauricewood.com, jwtlaw@ymail.com
Cc: elizabeth.streible@akerman.com



Brody – You have permission to use my e-signature for Nationstar. Bar No. 12016. Thanks for preparing the order.

Scott Lachman

Associate, Consumer Financial Services Practice Group
Akerman LLP | 1635 Village Center Circle, Suite 200 | Las Vegas, NV 89134
D: 702 634 5021 | C: 702 321 7282
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From: Brody Wight <bwight@kochscow.com>
Sent: Thursday, November 19, 2020 10:42 AM
To: Wittig, Donna (Assoc-Las) <donna.wittig@akerman.com>; joseph hong <yosuphonglaw@gmail.com>; Morgan, Melanie (Ptnr-Las) <melanie.morgan@akerman.com>; Lachman, Scott (Assoc-Las) <scott.lachman@akerman.com>; Brittany Wood <bwood@mauricewood.com>; J Thomson <jwtlaw@ymail.com>
Subject: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.



Order Granting
Defend...n.docx

From: Brody Wight bwight@kochscow.com 
Subject: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 19, 2020 at 10:42 AM

BW

To: donna.wittig@akerman.com, joseph.hong@yosuphonglaw@gmail.com, melanie.morgan@akerman.com, scott.lachman@akerman.com, **Brittany Wood** bwood@mauricewood.com, **J Thomson** jwtlaw@ymail.com

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.



Order Granting
Defend...n.docx

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EXHIBIT 2

EXHIBIT 2

LAW OFFICE OF JOHN W. THOMSON
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EMAIL: johnwthomson@ymail.com/jwtlaw@ymail.com

October 27, 2020

Via Email Only:

David Koch – dkoch@kochscow.com
Brody Wight – bwight@kochscow.com
Daniel Scow – dscow@kochscow.com
Steven Scow – sscow@kochscow.com
Donna Wittig – donna.wittig@akerman.com
Melanie Morgan – Melanie.morgan@akerman.com
Joseph Hong – yosuphonglaw@gmail.com
Brittany Wood – bwood@mauricewood.com

Re: Tobin v. Chiesi, et al
Case No.: A-19-799890-C

Dear Counsel:

Please see below Nona Tobin’s comments and objections to the Order:

1. On January 31, 2017, Tobin, in her capacity as the trustee of the Gordon B. Hansen Trust (the “Trust”), filed a Cross-claim against the Sun City Anthem Community Association (the “HOA”) in District Court Case No. A-15-720032-C (the “Previous Case” or “Previous Action”) claiming the HOA, through its collection agent Red Rock, wrongfully foreclosed on a residence owned by the Trust and located at 2763 White Sage Drive, Henderson, Nevada 89052 (the “Property”) on August 15, 2014.

Claims were brought in both capacities as Trustee and an Individual. The proposed pleadings attached to the 11/15/16 Motion to Intervene, the 12/20/16 hearing minutes & Recorder’s Transcript Tobin as filing as an individual beneficiary & Gordon B. Hansen Trust, trustee. Her acceptance as an individual party was reaffirmed at a hearing on 4/27/17 See Recorder’s Transcript Page.

2. In that same litigation, Tobin brought claims against the Jimijack Defendants as successors in interest to the party that purchased the Property at the foreclosure.

Tobin/Gordon B. Hansen Trust's primary claim was never adjudicated at trial, i.e., that Jimijack had no valid interest as its deed was inadmissible per NRS 111.345 & was not the successor in interest to the party that purchased the property at foreclosure. Jimijack evaded judicial scrutiny of Jimijack's defective deed by transferring Jimijack's deed to non-party Joel Stokes as an individual five weeks before the trial that allegedly adjudicated the Gordon B. Hansen Trust's quiet title claim v Jimijack.

3. Tobin's central allegation in the Previous Case was that Red Rock committed fraud and wrongfully colluded with several parties, including the HOA, in foreclosing on the Property without complying with the requirements of NRS Chapter 116 or the HOA's governing documents. (*Id.* at ¶ 17).

The documents and record speak for themselves, and the summary here is not adequate.

4. Tobin's Cross-claim in the Previous Case listed a host of allegations of wrongdoing against including claims that Red Rock failed to provide the Trust with proper notice of the foreclosure sale and that it frequently misstated the amounts due and owing to the HOA under the HOA lien.

Tobin/Gordon B. Hansen Trust filed six causes of actions vs. Sun City Anthem. Sun City Anthem's Motion for Summary Judgment addressed quiet title only. Court rejected the Ombudsman's notice of sale log because it was not authenticated. It was authenticated on 4/15/19, but the court did not consider it.

5. The Cross-claim in the Previous Case contained a cause of action against the HOA for quiet title and equitable relief claiming that Red Rock's actions caused the foreclosure sale to be null and void as well as causes of action for civil conspiracy, fraud, unjust enrichment, and breach of contract. The allegations of each of those claims centered around Red Rock.

The degree to which Red Rock & FSR misled the HOA Board, usurped control of funds belonging to the HOA and other parties was revealed during discovery of the prior proceedings but there was no judicial scrutiny of the evidence because Sun City Anthem's attorneys misrepresented the Red Rock foreclosure file as Sun City Anthem's official records and concealed the HOA's verified, corroborated agendas, minutes, and ownership accounts.

These claims were not heard. Five of the six causes of actions were dismissed to go to mediation, but were not returned. Sun City Anthem Motion for Summary Judgment was a partial Motion for Summary Judgment.

There are things about Red Rock's fraud that were only discovered during discovery in the first proceedings. Tobin was prevented from addressing them at trial because she was removed as a Party in her individual capacity; documentary evidence was all excluded from trial, Page 18 of 1/31/17 cross-claim, failure to distribute proceeds, and many other findings of fact were misrepresented in the 4/17/19 Sun City Anthem Motion for Summary Judgment.

6. The Cross-claim in the Previous Case alleged that it was Red Rock that conspired, Red Rock that committed fraud, Red Rock that was unjustly enriched, and Red Rock that breached the contract, but the Cross-claim did not list Red Rock as a party.

None of these claims were heard. See # 13

Red Rock was not a party in the prior suit. Tobin tried to add them in her attempted amendment of her 1/31/17 Cross-Claim vs Sun City Anthem that it could not have any added parties or claims, but the Court wouldn't allow it. See 1/10/19 Recorder's Transcript.

7. On February 5, 2019, the HOA brought a motion for summary judgment seeking the dismissal of the Trust's Cross-claim. The HOA argued that Red Rock clearly complied with all requirements of law in foreclosing on the Property and carefully presented the court with all of the notices Red Rock provided.

Disagree. It was a partial Motion for Summary Judgment vs. the Gordon B. Hansen Trust on the quiet title claim. It did not address five of the six causes of actions in the 1/31/17 CRCM that all parties agreed on 3/26/19 hearing (See Recorder's Transcript) was the operative pleading.

Misstates what happened. While it is true that the HOA argues these points, it did so without any verified, corroborated supporting evidence and by unverified, uncorroborated Red Rock foreclosure file as if it was the HOA's official record.

Sun City Anthem's assisted Red Rock's alleged fraud by presenting inaccurate notices that were never sent, as if they were real, and concealed from discovery the actual official HOA records that support Tobin's and Leidy's declarations made under penalty of perjury.

8. The Trust filed an opposition attempting to defend its allegations with a declaration from Tobin attached that claimed the Trust owned the Property.

Tobin's 3/6/19 declaration under penalty of perjury was consistent with the many other declarations she made under penalty of perjury (9/23/16, 1/17/17, 3/14/19, 3/22/19, 4/20/19).

This implies there was some conflict in her statement about who owned it at the time of the sale and how she acquired title as an individual, but alternate theories of recovery are allowed.

Further, this 3/6/19 declaration was not considered by the court at the 3/26/19 hearing because the court had granted the HOA's Motion for Summary Judgment and Nationstar Mortgage's sua sponte on 3/5/19.

9. On April 17, 2019, the court in that case signed an order granting the HOA's motion in its entirety reasoning that "[t]he totality of the facts evidence that the HO properly followed the processes and procedures in foreclosing upon the Property." (Exhibit 4, pg. 9).

While it is true that is what the order says, there are many disputed facts in that order. See Tobin 4/20/19 DECL that was exhibit 1 to the 5/23/19 Reply to SCA's opposition to reconsider.

All evidence, meaning all sworn affidavits, declarations under penalty of perjury by Teralyn Lewis -Nevada Real Estate Division Custodian of Records; Craig Leidy- 2014 listing agent; Doug Proudfit- 2012-2013 Listing agent; Linda Proudfit – Proudfit Realty Custodian of Records; Steve Hansen – co-beneficiary to the Gordon B. Hansen Trust until 3/27/17; and Nona Tobin as well as all verified & corroborated documentary evidence support Nona Tobin's claims.

The court erred in relying solely on the HOA's oral arguments and Red Rock's unverified, uncorroborated file; ignoring all of the verified evidence that contradicts that statement.

10. Tobin, as the trustee to the Trust also brought identical claims against the Jimijack Defendant, as successors in interest to the party that purchased the Property at the foreclosure, in the Previous Case. After a full trial on the merits, the Court entered a judgment on June 24, 2019 finding in favor of the Jimijack Defendants and against the Trust on all of the Trust's claims in part due to the fact that the claims were precluded by the order granting summary judgment.

The 5 causes of actions of Tobin/Gordon B. Hansen Trust's 2/1/17 AACC vs Joel & Sandra as Trustees of Jimijack were not identical to the claims against the HOA and no claims against Jimijack were heard at trial. There was no "full trial on the merits". Joel A. Stokes, a party in this case, who held Jimijack's recorded interest as of 5/1/19, was not a party in either of the

consolidated cases. The court was not aware at trial that non-party Joel Stokes had encumbered the property with a \$355,000 deed of trust from non-party Civic Financial Services. The Stokes-Civil Financial Services Deed of Trust was wrongly identified as the Jimijack-Nationstar Mortgage “settlement” even though neither NSM nor Jimijack was party to Stokes-Civil Financial Services Deed of Trust.

Further, Plaintiff Jimijack that did not have an admissible deed filed, no quiet title (or any other) claims, into the consolidated cases except its original 6/16/15 COMP vs BANA. BANA defaulted & JDDF was filed on 10/16/15 so BANA was not a party.

Claims preclusion should not have been applied by the court. The Sun City Anthem’s Motion for Summary Judgment was a partial Motion for Summary Judgment as it specifically limited its scope to the quiet title causes of action of the Gordon B. Hansen Trust. The Motion for Summary Judgment was specifically not addressing five of the six Gordon B. Hansen Trust causes of actions or six of Tobin’s causes of actions against Sun City Anthem. Motion for Summary did not apply to Tobin/Gordon B. Hansen Trust’s five causes of actions against Jimijack or the four causes of actions against Hong’s other client Yuen K. Lee dba F. Bondurant as Hong did not file a joinder to Sun City Anthem’s Motion for Summary Judgment and his oral motion to join at the 3/26/19 hearing was denied. (Page 20, lines 16-17 Recorder’s Transcript)

11. Nationstar, as the servicing bank for the Deed of Trust on the Property at the time of foreclosure, was also party to the Previous Case, but Tobin did not bring claims against Nationstar directly.

Nationstar Mortgage was party in the previous case because it inaccurately claimed to hold the beneficial interest of the Hansen Deed of Trust.

Tobin filed an affidavit on 9/23/16 that stated on Page 5 “23. In our scenario, Nationstar Mortgage would retain whatever security interest they had (and could legitimately prove they had in the first deed of trust on August 14, 2014 and no more.

24. Our prayer to the court would be 1) void the sale, 2) give back the title to us as the equitable titleholders prior to the fraudulent HOA sale, and 3) not allow NSM's claims to a security interest prevail by bypassing the requirements of Nevada's 2011 anti-foreclosure fraud law." (AB 284 2011)

25. I believe Nationstar Mortgage's claims are clearly contradicted by evidence I possess.”

12. Shortly after all of her claims were denied at trial, Tobin filed a whole new complaint on August 8, 2019, but this time she filed the Complaint in her individual

capacity. Tobin then filed a First Amended Complaint on June 3, 2020 (the “Complaint”)

Filing the new claim was necessary to protect my individual rights arising from my 3/28/17 deed. The parties would have asserted they were time-barred if I had not filed an individual claim prior to the 8/14/19 statute of limitations.¹

13. Tobin’s new Complaint alleges that in March 2017, in the middle of the previous litigation and before the Trust filed its motion for summary judgment against the HOA, the Trust transferred title to the Property to Tobin individually.

“...before the trust filed its Motion for Summary Judgment vs. the HOA” misstates the facts & the court record.

1/31/17 Tobin Cross-Claim vs Sun City Anthem

2/23/17 Sun City Anthem Motion to Dismiss Tobin/Gordon B. Hansen Trust per NRS 38.310

3/3/17 Tobin filed a Pro Se Motion for Summary Judgment to void the sale vs. the HOA on behalf of herself & Gordon B. Hansen Trust

3/14/17 Sun City Anthem changed attorneys from Lech to Lipson

3/22/17 Tobin gave Sun City Anthem a settlement offer to avoid litigation

3/22/17 Sun City Anthem filed Motion to Dismiss vs Tobin & Gordon B. Hansen Trust per NRCP 41 because Tobin was a Pro Se

3/31/17 Sun City Anthem filed an Opposition to Motion to Tobin Motion for Summary Judgment

4/27/17 Court denied Sun City Anthem Motion to Dismiss per 41 “as to the individual” but erred in not hearing the Tobin/Gordon B. Hansen Trust Motion for Summary Judgment which was scheduled to be heard 4/27/17

5/25/17 Sun City Anthem & Tobin/Gordon B. Hansen Trust new attorney stipulated to withdraw all claims & Tobin’s MSJ pending completion of mediation. Sun City Anthem’s 3/31/17 opposition was withdrawn erroneously as Sun City Anthem new attorney Ochoa misrepresented Sun City Anthem’s opposition as a 2nd Tobin/Gordon B. Hansen Trust Motion for Summary Judgment. Tobin/Gordon B. Hansen Trust completed mediation on 11/13/18, but her claims were not restored to the jurisdiction of the court as her 4/9/19, 4/12/19, 7/26/19 notices of completion of mediation and her 7/29/19 motion to dismiss per 38.310 were all stricken from the record unheard. This resulted in the court refusing to hear her 3/3/17 Motion for Summary Judgment vs. Sun City Anthem, her 4/10/19 Motion for Summary Judgment vs. Jimijack and her 4/24/19 motion to vacate the Sun City Anthem partial Motion for Summary Judgment of the Gordon B. Hansen Trust’s quiet title claims & Nationstar Mortgage’s limited joinder thereto pursuant to NRCP 60 fraud on court.

14. Other than asserting claims in her individual capacity, Tobin’s current action is based, once again, on allegations that Red Rock did not comply with the requirements of law in foreclosing on the Property in August 2014.

Tobin filed the claims that the HOA's agent did not comply with legal requirements in an individual capacity in the prior case, but the court did not hear her as an individual previously, and so the court was unaware of the specific evidence of Red Rock's falsification of its unverified, uncorroborated foreclosure file, keeping two sets of books, taking the authority of the HOA Board to retain proprietary control over funds collected for the benefit of the HOA, conspiring with Nationstar Mortgage to mischaracterize Nationstar Mortgage's rejected \$1100 tender to close the 5/8/14 \$367,500 auction.com sale, authenticated Ombudsman's log shows there was no notice of sale in effect when the 8/15/14 sale was held that was uncovered during the prior proceedings, so she reasserts those claims in the current case. The claim that Red Rock wrongly retained the proceeds of the sale was on page 18-19 of the 1/31/17 Cross-Claim vs. Sun City Anthem, but was never heard because Tobin was prohibited from adding back in the 5 of 6 causes of actions that were withdrawn pending completion of mediation. Tobin's individual motions and notices were all stricken from the record unheard.

15. The Complaint specifically brings claims against all of the Defendants for quiet title, unjust enrichment, and declaratory relief based entirely on allegations that Red Rock wrongfully foreclosed on the Property.

Disagree. The complaint speaks for itself and the summary is inadequately simple and incorrect. The claim against Nationstar Mortgage is that it never was the beneficial owner of the Hansen deed of trust, and is judicially estopped from claiming to own it now. However, because Nationstar Mortgage misrepresented to the court that Tobin's choosing to move to void the sale subject to the Hansen Deed of Trust meant that Tobin/Gordon B. Hansen Trust and Nationstar Mortgage were not opposing parties. Nationstar Mortgage therefore "settled out of court" and dropped its quiet title claims without meeting its burden of proof. Further, if the sale was valid to extinguish the Gordon B. Hansen Trust's interest, then it was valid to extinguish the Hansen Deed of Trust. Also, Nationstar Mortgage & Red Rock both concealed that the Nationstar Mortgage offer of \$1100 and the 3/28/14 Red Rock Financial Services pay off demand to Chicago title the complaint against Jimijack was that the deed was fraudulent and inadmissible per NRS 111.345. All other defendant's deeds that stemmed from Jimijack's are void as well. These are new claims never heard.

16. The Complaint brings the above claims against the Jimijack Defendants and Chiesi Defendants presumably because those Defendants obtained interests in the Property after foreclosure. The Complaint alleges that Nationstar was the servicer on the Deed of Trust on the Property at the time of foreclosure, but the Complaint does not specify why Nationstar was named as a defendant in the current action.

Nationstar Mortgage did not admit that it was only the servicer and not the beneficiary until after the end of discovery, and then they immediately contradicted it by recording a claim that contradicted its previous claim of being the beneficiary. Nationstar Mortgage recorded false claims related to the disputed Hansen DOT on 12/1/14, two on 3/8/19, 1/22/15, 8/17/15, and 6/3/19. In settlement with the other parties, the Jimijack-Nationstar Mortgage settlement, they decided to recording documents on 5/1/19 and 5/23/19 which clouded the title with reassignments of the Stokes-CFS DOT on 6/4/19 and 7/17/19. Chiesi/Quicken defendants recorded claims adverse to Tobin's claimed interest on 12/27/19 during the pendency of these proceedings and the appeal of the prior case. NSM reconveyed the Hansen deed of trust to Joel Stokes as an individual instead of to the estate of the borrower; while the Stokes-Civil Financial Services Deed of Trust still encumbered the property.

17. On June 23, 2020, Red Rock filed a motion to dismiss arguing, in part, that all of Tobin's claims are barred by the doctrines of claim preclusion and nonmutual claim preclusion. The remaining Defendants all properly joined Red Rock's motion.

Claims preclusion is not supported by the facts. Tobin's individual claims in the prior case were not heard. Nationstar Mortgage's claims were not heard because they were dismissed without Tobin's consent, allegedly in order to evade judicial scrutiny of any evidence, and creating a side deal with Jimijack to thwart Tobin's ownership interest. Jimijack didn't have any claims to adjudicate, but somehow won without any claims or any evidence.

Different parties, different claims, no fair adjudication previously equals no applicability of claims preclusion doctrine.

18. In their joinders, the Chiesi Defendants and the Jimijack Defendants requested this Court grant them attorney's fees and costs for defending against Tobin's claims. The Jimijack Defendant's Motion for Attorney's Fees and Costs were pursuant to EDCR Rule 7.60(b)(1) and/or (3).

The attorney fees and costs are separate matters and should not be included in the Order granting motion to dismiss.

Sincerely,

/s/ John W. Thomson

John W. Thomson. Esq.

JWT/ac

cc: Nona Tobin

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 12/3/2020

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