

1 **NEOJ**  
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](mailto:yosuphonglaw@gmail.com)  
10 Attorney for **JOEL A. STOKES,**  
11 **JOEL A. STOKES AND SANDRA**  
12 **STOKES, AS TRUSTEES OF THE**  
13 **JIMIACK IRREVOCABLE TRUST,**  
14 **AND JIMIACK IRREVOCABLE TRUST**

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

12 NONA TOBIN, an individual,  
13  
14 Plaintiff,

Case No.: A-19-799890-C

Dept. No.: XXII

15 vs.

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

25 Defendants.

**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  
JIMIACK IRREVOCABLE  
TRUST, AND JIMIACK  
IRREVOCABLE TRUST, PURSUANT  
TO EDCR 7.60(b)(1) AND/OR (3)**

26 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

27 ///

28 ///

1 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an ORDER  
2 GRANTING MOTION FOR ATTORNEY'S FEES AND COSTS FILED BY JOEL A. STOKES,  
3 JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK  
4 IRREVOCABLE TRUST, AND JIMIACK IRREVOCABLE TRUST, PURSUANT TO EDCR  
5 7.60(b)(1) AND/OR (3) was entered in the above-entitled matter, and filed on the 6<sup>th</sup> day of  
6 September, 2020, a copy of which is attached hereto.

7 DATED this 8<sup>th</sup> day of October, 2020.

8 HONG & HONG LAW OFFICE

9  
10  
11 /s/ Joseph Y. Hong

12 JOSEPH Y. HONG, ESQ.

13 State Bar No. 005995

14 1980 Festival Plaza Drive, Suite 650

15 Las Vegas, Nevada 89135

16 *Attorney for JOEL A. STOKES, JOEL A.*

17 *STOKES AND SANDRA STOKES, AS*

18 *TRUSTEES OF THE JIMIACK*

19 *IRREVOCABLE TRUST, AND JIMIACK*

20 *IRREVOCABLE TRUST*

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**CERTIFICATE OF ELECTRONIC SERVICE**

Pursuant to NRCP 5(b)(2)(E), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 8<sup>th</sup> day of October, 2020, I served a true and correct copy of the foregoing **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 JIMIACK IRREVOCABLE TRUST, AND JIMIACK IRREVOCABLE TRUST, PURSUANT TO EDCR 7.60(b)(1) AND/OR (3)** by electronic transmission through the Eighth Judicial District Court EFP system (Odyssey eFileNV) pursuant to NEFCR 9 upon each party in this case who is registered as an electronic case filing user with the Clerk.

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

1 OGM

3 DISTRICT COURT

4 CLARK COUNTY, NEVADA

5 NONA TOBIN, an individual,

Case No. A-19-799890-C

6 Plaintiff,

Dept. No. XXII

7 Vs.

8  
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 FILED BY JOEL**  
23 **A. STOKES, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE**  
24 **JIMI JACK IRREVOCABLE TRUST, AND JIMI JACK IRREVOCABLE TRUST,**  
25 **PURSUANT TO EDCR 7.60(b)(1) AND/OR (3)**

26 This matter, concerning the Motion for Attorney's Fees and Costs filed by JOEL A.  
27 STOKES, individually, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE  
28 JIMI JACK IRREVOCABLE TRUST and JIMI JACK IRREVOCABLE TRUST pursuant to EDCR  
7.60(b)(1) and/or (3) filed June 25, 2020,<sup>1</sup> came on for hearing on the 11<sup>th</sup> day of August 2020 at the  
hour of 8:30 a.m. before Department XXII of the Eighth Judicial District Court, in and for Clark

<sup>1</sup>This motion was included within these Defendants' Joinder to Defendant RED ROCK FINANCIAL SERVICES' Motion to Dismiss First Amended Complaint.

1 County, Nevada with JUDGE SUSAN JOHNSON presiding; Plaintiff NONA TOBIN appeared by  
2 and through her attorney, JOHN W. THOMSON, ESQ.; Defendants BRIAN CHIESI and DEBORA  
3 CHIESI appeared in *pro se*; Defendants JOEL A. STOKES, JOEL A STOKES AND SANDRA  
4 STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST and JIMIACK  
5 IRREVOCABLE TRUST appeared by and through their attorney, JOSEPH Y HONG, ESQ. of the  
6 law firm, HONG & HONG LAW OFFICE; Defendant RED ROCK FINANCIAL SERVICES  
7 appeared by and through its attorney, BRODY R. WIGHT, ESQ. of the law firm, KOCH & SCOW;  
8 Defendant NATIONSTAR MORTGAGE, LLC appeared by and through its attorney, DONNA  
9 WITTIG, ESQ. of the law firm, AKERMAN; and Defendant QUICKEN LOANS INC. appeared by  
10 and through its attorney, BRITTANY WOOD, ESQ. of the law firm, MAURICE WOOD. Having  
11 reviewed the papers and pleadings on file herein, heard oral arguments of the lawyers and taken this  
12 matter under advisement, this Court makes the following Findings of Fact and Conclusions of Law:  
13  
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15 **FINDINGS OF FACT AND PROCEDURAL HISTORY**

16 1. On June 16, 2015, Defendants JOEL A. STOKES, JOEL A. STOKES AND  
17 SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST filed their  
18 Complaint against BANK OF AMERICA<sup>2</sup> and SUN CITY ANTHEM COMMUNITY  
19 ASSOCIATION, INC., seeking, *inter alia*, to quiet title to their residence, 2763 White Sage,  
20 Henderson, Nevada 89052. See Stokes v. Bank of America, Case No. A-15-720032-C, filed in  
21 Department XXXI, Eighth Judicial District Court, in and for Clark County, Nevada.  
22 Subsequently, on May 17, 2016, NATIONSTAR MORTGAGE, LLC intervened, and filed  
23 its Counter-Claim against, *inter alia*, JIMIACK IRREVOCABLE TRUST.<sup>3</sup> Further, a  
24  
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26 \_\_\_\_\_  
27 <sup>2</sup>NATIONSTAR MORTGAGE, LLC thereafter was permitted to intervene in that it was BANK OF  
28 AMERICA'S successor-in-interest.

<sup>3</sup>The 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

1 Complaint previously filed by NATIONSTAR MORTGAGE, LLC against OPPORTUNITY  
2 HOMES, LLC in another action, Case No. A-16-730078-C, on January 11, 2016 was  
3 consolidated with the older case filed by MR. STOKES and the Trustees of JIMI JACK  
4 IRREVOCABLE TRUST in Department XXXI.  
5

6 2. In July 2016, Plaintiff NONA TOBIN and STEVEN HANSEN, as individuals, filed  
7 their Motion to Intervene in Case No. A-16-730078-C, claiming MS. TOBIN was a Trustee and MR.  
8 HANSEN was a beneficiary of the GORDON B. HANSEN TRUST, the entity that owned the  
9 subject property until the homeowners' association foreclosure sale took place. Such motion was  
10 denied without prejudice given MS. TOBIN and MR. HANSEN, individually, lacked standing to sue  
11 or intervene in the action. MS. TOBIN eventually was permitted to intervene as Trustee of the  
12 GORDON B. HANSEN TRUST in early 2017. MS. TOBIN thereafter filed her Counter-Claim  
13 against MR. STOKES and JIMI JACK IRREVOCABLE TRUST and Cross-Claims against SUN  
14 CITY ANTHEM COMMUNITY ASSOCIATION, OPPORTUNITY HOMES, INC. and F.  
15 BONDURANT, LLC. Of interest here, MS. TOBIN identified herself interchangeably as an  
16 individual and trustee throughout the pleadings, an error noted by JUDGE JOANNA KISHNER in  
17 her Findings of Fact, Conclusions of Law and Judgment filed June 24, 2019, pp. 4 and 8.  
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20 3. On April 17, 2019, JUDGE KISHNER granted summary judgment in favor of SUN  
21 CITY ANTHEM COMMUNITY ASSOCIATION, INC. as it held a valid homeowners' association  
22 foreclosure sale which terminated the interest of GORDON B. HANSEN TRUST within the subject  
23 property and MS. TOBIN showed no reason such as "fraud," "oppression" or "malice" for the sale  
24 to be set aside. Further, JUDGE KISHNER noted MS. TOBIN, as an individual, had no standing to  
25 sue and papers identifying her as a plaintiff suing individually were stricken. On June 5 and 6, 2019,  
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27  
28 inappropriately called a "counter-claim," as these parties were not listed as plaintiffs in the primary action.

1 a bench trial was heard by JUDGE KISHNER with respect to the claims of MS. TOBIN, as Trustee  
2 of the GORDON B. HANSEN TRUST against, *inter alia*, MR. STOKES and the JIMIACK  
3 IRREVOCABLE TRUST. After hearing the evidence, that Court issued Findings of Fact,  
4 Conclusions of Law and Judgment in favor of MR. STOKES and the JIMIACK IRREVOCABLE  
5 TRUST, and ordered the *lis pendens* filed by MS. TOBIN against the subject property be expunged.  
6 The consolidated action heard by Department XXXI is now pending before the Nevada Court of  
7 Appeals.  
8

9 4. MS. TOBIN, in her individual capacity, has now sued various persons and entities,  
10 including MR. STOKES and JIMIACK IRREVOCABLE TRUST in the instant matter before  
11 Department XXII for declaratory relief and to quiet title in the real estate that was the subject of the  
12 previous consolidated litigation. Various Defendants filed their Motions to Dismiss, along with  
13 Joinders thereto, upon the basis, *inter alia*, MS. TOBIN was judicially estopped from asserting an  
14 ownership interest in the subject property and re-litigating the case which had already been adjudged  
15 by JUDGE KISHNER. This Court granted the motions and now considers the Motion for  
16 Attorney's Fees and Costs filed by MR. STOKES, individually, JOEL A. STOKES AND SANDRA  
17 STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST and JIMIACK  
18 IRREVOCABLE TRUST. They seek reimbursement of \$3,165.00 in attorney's fees and \$290.00 in  
19 costs pursuant to Rule 7.60 of the Eighth Judicial District Court Rules (EDCR).  
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#### 22 CONCLUSIONS OF LAW

23 1. EDCR 7.60(b) provides in salient part:

24 The court may, after notice and an opportunity to be heard, impose upon an attorney  
25 or a party any and all sanctions which may, under the facts of the case, be reasonable,  
26 including the imposition of fines, costs or attorney's fees when an attorney or a party without  
27 just cause:

28 (1) Presents to the court a motion or an opposition to a motion which is obviously  
frivolous, unnecessary or unwarranted; ...or

1 (3) So multiplies the proceeding in a case as to increase costs unreasonably and  
2 vexatiously.

3 2. Although not cited by movants, this Court notes NRS 18.010(2) specifically provides:

4 2. In addition to the cases where an allowance is authorized by specific statute,  
5 the court may make an allowance of attorney's fees to a prevailing party:

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

17 *Also see* NRS 18.020 (costs *must* be awarded to the prevailing party).

18 3. Here, the intervention action and claims of the GORDON B. HANSEN TRUST and  
19 MS. TOBIN, whether individually or as Trustee of the Trust, were decided before JUDGE  
20 KISHNER in the aforementioned consolidated actions. Specifically, JUDGE KISHNER found MS.  
21 TOBIN, as an individual, had no standing to sue as she had no ownership interest in the subject  
22 residence. Although JUDGE KISHNER made such a finding, MS. TOBIN continued to  
23 interchangeably refer to herself as suing individually and as Trustee. After hearing the matter fully  
24 in both summary judgment and a bench trial, JUDGE KISHNER concluded the homeowners'  
25 association held a valid foreclosure sale which terminated the property interests of GORDON B.  
26 HANSEN TRUST, and title ultimately vested in MR. STOKES, individually, and the JIMI JACK  
27 IRREVOCABLE TRUST. Although a final determination was made in Department XXXI and is  
28 now being appealed, MS. TOBIN nevertheless sought another bite at the apple and filed the instant  
litigation. 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.



1 It resulted in MR. STOKES, individually, JOEL A. STOKES AND SANDRA STOKES, AS  
2 TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST and JIMIACK IRREVOCABLE  
3 TRUST unnecessarily incurring attorney's fees and costs in the instant matter.

4           4.       The movants provided this Court their analyses concerning the reasonableness of  
5 their attorneys' fees under Brunzell v. Golden Gate National Bank, 84 Nev. 345, 349-350, 455 P.2d  
6 31, 33 (1969). This Court has considered all the Brunzell factors, noting the qualities of JOSEPH Y.  
7 HONG, ESQ.'S and HONG AND HONG LAW'S advocacy, the character of the work to be done  
8 and actually performed by the lawyers, and result. All in all, this Court believes an award of  
9 \$3,165.00 in attorneys' fees and \$290.00 in costs incurred by MR. STOKES, individually, JOEL A.  
10 STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE  
11 TRUST and JIMIACK IRREVOCABLE TRUST in defending the matter to be reasonable under  
12 the circumstances under EDCR 7.60 and NRS 18.010 and 18.020. This Court therefore grants the  
13 Motion for Attorney's Fees and Costs.  
14

15  
16           Accordingly, and based upon the foregoing Findings of Fact and Conclusions of Law,

17           **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** the Motion for Attorney's  
18 Fees and Costs filed by JOEL A. STOKES, individually, JOEL A. STOKES AND SANDRA  
19 STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST and JIMIACK  
20 IRREVOCABLE TRUST pursuant to EDCR 7.60(b)(1) and/or (3) filed June 25, 2020 is granted.  
21 These Defendants are awarded \$3,165.00 in attorney's fees and \$290.00 in costs as against Plaintiff  
22 NONA TOBIN.  
23

**Dated this 6th day of September, 2020**

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26 \_\_\_\_\_  
SUSAN JOHNSON, DISTRICT COURT JUDGE

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28 **208 4A7 24C5 145D**  
**Susan Johnson**  
**District Court Judge**

TOBIN 113

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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)

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: 9/6/2020

15 David Koch

dkoch@kochscow.com

16 Brody Wight

bwight@kochscow.com

17 Akerman LLP

AkermanLAS@akerman.com

18 Andrea Eshenbaugh - Legal Assistant

aeshenbaugh@kochscow.com

19 Donna Wittig

donna.wittig@akerman.com

20 Daniel Scow

dscow@kochscow.com

21 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

22 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

23 MELANIE MORGAN

melanie.morgan@akerman.com

24 JOSEPH HONG

yosuphonglaw@gmail.com

25 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

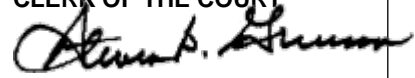
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JOSEPH HONG	YOSUPHONGLAW@GMAIL.COM
MELANIE MORGAN	MELANIE.MORGAN@AKERMAN.COM
STEVEN SCOW	sscow@kochscow.com
STEVEN SCOW	sscow@kochscow.com
John Thomson	johnwthomson@ymail.com
Vincenette Caruana	jwtlaw@ymail.com
Brittany Wood	bwood@mauricewood.com

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 9/8/2020

Aaron Maurice	Maurice Wood Attn: Aaron Maurice, Esq 9525 Hillwood Drive, Suite 140 Las Vegas, NV, 89134
Joseph Hong	Hong & Hong Attn: Joseph Y. Hong 1980 Festival Plaza Drive, Suite 650 Las Vegas, NV, 89133



1 **NEOJ**  
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

**NOTICE OF ENTRY OF ORDER**

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

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

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**NOTICE OF ENTRY OF ORDER**

Please take notice that an Order was entered with the above Court on the 17<sup>th</sup> day of November, 2020, a copy of which is attached hereto.

DATED this 17<sup>th</sup> 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 17<sup>th</sup> 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 29<sup>th</sup> 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

SUSAN H. JOHNSON  
DISTRICT JUDGE  
DEPARTMENT XXII

1 SANDRA STOKES, AS TRUSTEES OF THE JIMI JACK IRREVOCABLE TRUST and  
2 JIMI JACK 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 JIMI JACK  
11 IRREVOCABLE TRUST filed their Complaint against BANK OF AMERICA<sup>1</sup> 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*, JIMI JACK IRREVOCABLE  
17 TRUST.<sup>2</sup> 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 JIMI JACK IRREVOCABLE TRUST in Department XXXI.  
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27 <sup>1</sup>NATIONSTAR MORTGAGE, LLC thereafter was permitted to intervene in that it was BANK OF  
AMERICA'S successor-in-interest.

28 <sup>2</sup>The 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 JIMIJACK 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.  
9

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  
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

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.

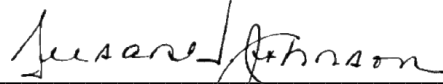
24 **4.** The movants provided this Court their analyses concerning the reasonableness of  
25 their attorneys' fees under Brunzell v. Golden Gate National Bank, 84 Nev. 345, 349-350, 455 P.2d  
26 31, 33 (1969). This Court has considered all the Brunzell factors, noting the qualities of BRITTANY  
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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

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SUSAN JOHNSON, DISTRICT COURT JUDGE

15  
16 659 EBC F4CD 0F51  
17 Susan Johnson  
18 District Court Judge  
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1 **CSERV**

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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

dkoch@kochscow.com

16 Brody Wight

bwight@kochscow.com

17 Akerman LLP

AkermanLAS@akerman.com

18 Andrea Eshenbaugh - Legal Assistant

aeshenbaugh@kochscow.com

19 Donna Wittig

donna.wittig@akerman.com

20 Daniel Scow

dscow@kochscow.com

21 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

22 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

23 MELANIE MORGAN

melanie.morgan@akerman.com

24 JOSEPH HONG

yosuphonglaw@gmail.com

25 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

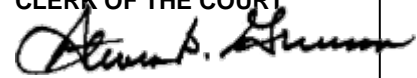
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JOSEPH HONG	YOSUPHONGLAW@GMAIL.COM
MELANIE MORGAN	MELANIE.MORGAN@AKERMAN.COM
STEVEN SCOW	sscow@kochscow.com
STEVEN SCOW	sscow@kochscow.com
John Thomson	johnwthomson@ymail.com
Vincenette Caruana	jwtlaw@ymail.com
Brittany Wood	bwood@mauricewood.com

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
Joseph Hong	Hong & Hong Attn: Joseph Y. Hong 1980 Festival Plaza Drive, Suite 650 Las Vegas, NV, 89133



1 David R. Koch, Esq. (NV Bar No. 8830)  
2 Steven B. Scow, Esq. (NV Bar No. 9906)  
3 Brody B. Wight, Esq. (NV Bar No. 13615)  
4 KOCH & SCOW, LLC  
5 11500 South Eastern Avenue, Suite 210  
6 Henderson, NV 89052  
7 Telephone: (702) 318-5040  
8 Facsimile: (702) 318-5039  
9 [dkoch@kochscow.com](mailto:dkoch@kochscow.com)  
10 [sscow@kochscow.com](mailto:sscow@kochscow.com)  
11 [bwight@kochscow.com](mailto: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 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  
TOBIN 127

**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~~

1 David R. Koch, Esq. (NV Bar No. 8830)  
2 Steven B. Scow, Esq. (NV Bar No. 9906)  
3 Brody B. Wight, Esq. (NV Bar No. 13615)  
4 KOCH & SCOW, LLC  
5 11500 South Eastern Avenue, Suite 210  
6 Henderson, NV 89052  
7 Telephone: (702) 318-5040  
8 Facsimile: (702) 318-5039  
9 [dkoch@kochscow.com](mailto:dkoch@kochscow.com)  
10 [sscow@kochscow.com](mailto:sscow@kochscow.com)  
11 [bwight@kochscow.com](mailto:bwight@kochscow.com)

12 *Attorneys for Defendant*  
13 *Red Rock Financial Services*

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 NONA TOBIN, an individual,

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

17 Plaintiff,

18 vs.

**ORDER GRANTING DEFENDANT  
RED ROCK FINANCIAL SERVICES'  
MOTION TO DISMISS COMPLAINT  
AND ALL JOINDERS TO THE  
MOTION**

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 NATIONSTAR MORTGAGE LLC; RED  
27 ROCK FINANCIAL SERVICES, DOES I  
28 through X inclusive; and ROE  
CORPORATIONS I through V, inclusive

Defendants.

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.

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           23.     Courts should apply the doctrine of nonmutual claim preclusion when:

2                 (1)     There is a valid final judgment,

3                 (2)     a subsequent action is based on the same claims or any part of them  
4                     that were or could have been brought in the first action, and

5                 (3)     “the parties or their privies are the same in the instant lawsuit as  
6                     they were in the previous lawsuit, or the defendant can demonstrate that he  
7                     or she should have been included as a defendant in the earlier suit and the  
8                     plaintiff fails to provide a ‘good reason’ for not having done so.” *Id.* at 85.

9           24.     In this case, there was a valid final judgment on all of the claims Tobin  
10                 brought against the HOA and all other parties to the foreclosure sale. In granting  
11                 summary judgment and issuing a decision after a bench trial, the trial court in the  
12                 previous action finally held that the foreclosure conducted by Red Rock was lawful and  
13                 that Tobin’s claims were all improper.

14           25.     The current action is based on the same claims that were or could have been  
15                 brought in the first action. In both actions Tobin is challenging the validity of the  
16                 foreclosure sale conducted by Red Rock based on Red Rock’s actions during the  
17                 foreclosure sale.

18           26.     The plaintiff in this action is the same or in privity to the plaintiff in the  
19                 previous action. While Tobin did file on behalf of the Trust in the first case and in her  
20                 individual capacity in this case, Tobin as an individual is clearly in privity with Tobin as  
21                 a trustee. Tobin obtained her interest in the Property that was the subject of the previous  
22                 action through the Trust by inheritance, succession, or purchase, and, even if Tobin were  
23                 not the trustee of the Trust, she would be in privity with the Trust. *See, Bower v. Harrah’s*  
24                 *Laughlin, Inc.*, 215 P.3d 709, 718 (Nev. 2009).

25           27.     All of the Defendants or their privities were or should have been named in  
26                 the previous action. In the previous action, the Trust did name the Jimijack Defendants  
27                 ,to whom the Chiesi Defendants are in privity, and Nationstar. Red Rock was known at

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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1           **ACCORDINGLY, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED**  
 2 that Red Rock's Motion to Dismiss all claims asserted against it in Tobin's First Amended  
 3 Complaint and the joinders to that motion filed by all other Defendants are GRANTED  
 4 and the action is dismissed in its entirety with prejudice.


5           IT IS FURTHER ORDERED THAT pursuant to NRS 14.017, the Notices of Lis  
 6 Pendens recorded by Plaintiff in the Office of the Clark County Recorder as Instrument  
 7 Numbers 201908080002097, 201908140003083, and 201908140003084, are hereby cancelled  
 8 and expunged. Said cancellation has the same effect as an expungement of the original  
 9 notice.

10          The requests for attorney's fees made by the Chiesi Defendants and Jimijack  
 11 Defendants shall be addressed in a separate order. On September 6, 2020, the Court  
 12 entered and filed its Order granting the Jimijack Defendants' Motion for Attorney's Fees  
 13 and Costs pursuant to EDCR Rule 7.60 (b)(1) and/or (3)

Dated this 3rd day of December, 2020

14           **IT IS SO ORDERED.**

15           Dated: December 3, 2020



HONORABLE SUSAN JOHNSON  
 DISTRICT COURT JUDGE

17 **Submitted by:**

18           /s/ Brody Wight  
 19 Brody Wight, Esq.  
 20 Counsel for Defendant Red Rock  
 21 Financial Services, LLC.

**6CA 205 1CBE 2555**  
**Susan Johnson**  
**District Court Judge**

21 **Approved as to Form and Content:**

22           /s/ Scott Lachman  
 23 Scott Lachman, Esq.  
 24 Counsel for Nationtar Mortgage, LLC

/s/ Brittany Wood  
 Brittany Wood, Esq.  
 Counsel for Brian Chiesi, Debora Chiesi,  
 and Quicken Loans, Inc.

25           /s/ Joseph Hong  
 26 Joseph Hong, Esq.  
 27 Counsel for Joel a Stokes, Joel A. Stokes  
 28 and Sandra Stokes as trustees of Jimijack  
 Irrevocable Trust, and Jimijack  
 Irrevocable Trust

Mr. Thomson has refused to approve the  
proposed order for the reasons put forth  
in the letter attached as Exhibit 2  
 John Thomson, Esq.  
 Counsel for Nona Tobin



# 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](mailto: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  
702-318-5040 (office)  
702-318-5039 (fax)  
801-645-8978 (cell)  
[bwight@kochscow.com](mailto:bwight@kochscow.com)

--

Joseph Y. Hong, Esq  
Hong & Hong Law Office  
One Summerlin  
1980 Festival Plaza Dr., Suite 650  
Las Vegas, Nevada 89135  
Tel: (702) 870-1777  
Fax: (702) 870-0500  
Cell: (702) 409-6544  
Email: [Yosuphonglaw@gmail.com](mailto:Yosuphonglaw@gmail.com)

**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](mailto: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](mailto: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  
[Scott.Lachman@akerman.com](mailto:Scott.Lachman@akerman.com)

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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

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](mailto:bwight@kochscow.com)

# EXHIBIT 2

# EXHIBIT 2

**LAW OFFICE OF JOHN W. THOMSON**  
**2450 ST. ROSE PARKWAY, SUITE 120**  
**HENDERSON, NV 89074**  
**OFFICE: 702-478-8282**  
**FAX: 702-541-9500**  
**EMAIL: [johnwthomson@ymail.com](mailto:johnwthomson@ymail.com)/[jwtlaw@ymail.com](mailto:jwtlaw@ymail.com)**

October 27, 2020

**Via Email Only:**

David Koch – [dkoch@kochscow.com](mailto:dkoch@kochscow.com)  
Brody Wight – [bwight@kochscow.com](mailto:bwight@kochscow.com)  
Daniel Scow – [dscow@kochscow.com](mailto:dscow@kochscow.com)  
Steven Scow – [sscow@kochscow.com](mailto:sscow@kochscow.com)  
Donna Wittig – [donna.wittig@akerman.com](mailto:donna.wittig@akerman.com)  
Melanie Morgan – [Melanie.morgan@akerman.com](mailto:Melanie.morgan@akerman.com)  
Joseph Hong – [yosuphonglaw@gmail.com](mailto:yosuphonglaw@gmail.com)  
Brittany Wood – [bwood@mauricewood.com](mailto: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.<sup>1</sup>**

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 2<sup>nd</sup> 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  
CLARK COUNTY, NEVADA

4  
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

16 Brody Wight

bwight@kochscow.com

17 Akerman LLP

AkermanLAS@akerman.com

18 Andrea Eshenbaugh - Legal Assistant

aeshenbaugh@kochscow.com

19 Donna Wittig

donna.wittig@akerman.com

20 Daniel Scow

dscow@kochscow.com

21 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

22 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

23 MELANIE MORGAN

melanie.morgan@akerman.com

24 JOSEPH HONG

yosuphonglaw@gmail.com

25 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

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JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

MELANIE MORGAN

MELANIE.MORGAN@AKERMAN.COM

STEVEN SCOW

sscow@kochscow.com

STEVEN SCOW

sscow@kochscow.com

John Thomson

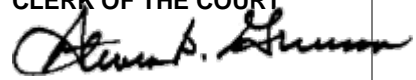
johnwthomson@ymail.com

Vincenette Caruana

jwtlaw@ymail.com

Brittany Wood

bwood@mauricewood.com



1 JOHN W. THOMSON, ESQ,  
2 Nevada Bar No. 5802  
3 LAW OFFICE OF JOHN W. THOMSON, ESQ.  
4 2450 St. Rose Parkway Suite 120  
5 Henderson NV 89074  
6 Office: (702) 478-8282  
7 Fax: (702) 541-9500  
8 johnwthomson@ymail.com  
9 *Attorney for Nona Tobin*

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

11 RED ROCK FINANCIAL SERVICES,  
12  
13 Plaintiff,

13 vs.

14 NONA TOBIN, an Individual, and as  
15 Trustee of the GORDON B. HANSEN  
16 TRUST, dated 8/22/08; REPUBLIC  
17 SERVICES, INC. a Nevada  
18 Corporation; WELLS FARGO, N.A., ;  
19 NONA TOBIN MORTGAGE, LLC, a  
20 Delaware company; and DOES 1-100;

21 Defendants.

**CASE NO.: A-21-828840-C**

**DEPT: NO: 8**

**HEARING DATE: August 19, 2021**

**HEARING TIME: 10:00 AM**

20 **NOTICE OF ENTRY OF ORDER GRANTING JOINT STIPULATION AND ORDER**

21 **RESCHEDULING EVIDENTIARY HEARING TO AUGUST 19, 2021**

22 PLEASE TAKE NOTICE that an Order was entered by the Court Granting the parties'  
23 Stipulation and Order filed on June 26, 2021 and rescheduling the EVIDENTIARY HEARING  
24 previously scheduled for July 15, 2021 at 10:00 a.m. to August 19, 2021 at 10:00 a.m. A copy of  
25 the Order is attached hereto as Exhibit 1.

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DATED this 27<sup>th</sup> day of July, 2021.

THOMSON LAW PC

By: /s/ John W. Thomson  
JOHN W. THOMSON, ESQ.  
Nevada Bar No. 5802  
2450 St. Rose Parkway, Suite 120  
Henderson, Nevada 89074  
Attorney for Plaintiffs

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**RED ROCK FINANCIAL SERVICES,**

**Plaintiff,**

**vs.**

**NONA TOBIN, an Individual, and as Trustee of the GORDON B. HANSEN TRUST, dated 8/22/08; REPUBLIC SERVICES, INC. a Nevada Corporation; WELLS FARGO, N.A., ; NONA TOBIN MORTGAGE, LLC, a Delaware company; and DOES 1-100**

**EXHIBIT 1**

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 Defendant Nona Tobin*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 RED ROCK FINANCIAL SERVICES, LLC;

10 Plaintiff,

11 vs.

12  
13 NONA TOBIN, as an individual and as  
14 Trustee of the GORDON B. HANSEN  
15 TRUST DATED 8/22/08; REPUBLIC  
16 SERVICES, INC. a Nevada corporation;  
17 WELLS FARGO, N.A., a national banking  
18 association; NATIONSTAR MORTGAGE,  
19 LLC, a Delaware company; and DOES 1-100;

20 Defendants.

Case No.: A-21-828840-C  
Dept No.: 8

**HEARING DATE: July 15, 2021**

**HEARING TIME: 10:00 a.m.**

21 **JOINT STIPULATION AND ORDER TO RESCHEDULE EVIDENTIARY HEARING**

22 The parties to this action, by and through their respective counsel listed below, hereby  
23 stipulate and request that this Court reschedule the EVIDENTIARY HEARING, currently set for  
24 July 15, 2021 at 10 a.m., to August 18, 2021 at 10:00 a.m. because the defendant Nona Tobin  
25 will be out of state on July 15, 2021. The following matters will be heard:

- 26 1. Defendant Nona Tobin's Amended Motion for an Order to Distribute Interpleaded  
27 Proceeds with Interest to Sole Claimant Nona Tobin;

1 2. Counter-Claimant & Cross-Claimant Nona Tobin's Motion for Summary Judgment  
2 vs. Counter-Defendant Red Rock Financial Services and Cross-Defendants Nationstar  
3 Mortgage LLC & Wells Fargo, N.A. and Motion for Punitive Damages and Sanctions  
4 Pursuant to NRCF 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.401(1) and/or  
5 NRS 42.005; and

6  
7 3. Red Rock Financial Services, LLC's Motion to Dismiss Counterclaimant Nona  
8 Tobin's Counterclaim and Petition for Sanctions, including Wells Fargo and  
9 Nationstar Mortgage's Joinders to the same.

10 **IT IS SO STIPULATED.**

11 Respectfully submitted by,

THOMSON LAW PC

12  
13 /s/ John W. Thomson  
14 John W. Thomson, Esq.  
15 Nevada Bar No. 5802  
16 2450 St. Rose Parkway, Suite 120  
Henderson, NV 89074  
*Attorney for Defendant Nona Tobin*

17 **Approved as to Form and Content:**

18 Dated this 23<sup>rd</sup> day of June, 2021

Dated this 23<sup>rd</sup> day of June, 2021

19  
20 **KOCH & SCOW, LLC**

**THOMSON LAW PC**

21  
22  
23 By: /s/ Steven B. Scow

/s/ John W. Thomson

24 Steven B. Scow, Esq.

John W. Thomson, Esq.

25 11500 S. Eastern, Ste. 210

2450 St. Rose Pkwy., Ste.120

26 Henderson, NV 89052

Henderson, NV 89074

27 Attorneys for Red Rock

Attorneys for Nona Tobin

28 Financial Services

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**Approved as to Form and Content:**

Dated this 23<sup>rd</sup> day of June, 2021

**AKERMAN LLP**

/s/ Melanie D. Morgan

Melanie D. Morgan, Esq.  
Nevada Bar No. 8215  
1635 Village Center Circle, Suite 200  
Las Vegas, NV 89134  
Attorneys for Defendants  
Wells Fargo, N.A. and Nationstar Mortgage  
LLC

**ORDER**

The Court having considered the foregoing and good cause appearing:

**IT IS HEREBY ORDERED** that the hearing shall be rescheduled to August ~~18~~<sup>19</sup>, 2021 at 10:00 a.m.

Dated this 26th day of June, 2021



HONORABLE JESSICA K. PETERSON  
DISTRICT COURT JUDGE

**FC9 7D6 A0D3 4685  
Jessica K. Peterson  
District Court Judge**

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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of this foregoing document **JOINT STIPULATION AND ORDER TO RESCHEDULE EVIDENTIARY HEARING** was electronically filed on this \_\_\_\_\_ day of June, 2021, and served via the Eighth Judicial District Court's Odyssey electronic filing system.

/s/ \_\_\_\_\_  
An Employee of Thomson Law PC



1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Red Rock Financial Services,  
Plaintiff(s)

CASE NO: A-21-828840-C

7 vs.

DEPT. NO. Department 8

8  
9 Nona Tobin, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Stipulation and Order was served via the court's electronic eFile system  
to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 6/26/2021

15 David Koch	dkoch@kochscow.com
16 Steven Scow	sscow@kochscow.com
17 Melanie Morgan	melanie.morgan@akerman.com
18 Akerman LLP	AkermanLAS@akerman.com
19 Andrea Eshenbaugh - Legal Assistant	aeshenbaugh@kochscow.com
20 John Thomson	johnwthomson@ymail.com
21 Donna Wittig	donna.wittig@akerman.com
22 Daniel Scow	dscow@kochscow.com
23 Scott Lachman	scott.lachman@akerman.com
24 Jody Vetrano	jwtlaw@ymail.com
25 Nona Tobin	nonatobin@gmail.com
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Scott Lachman

[scott.Lachman@akerman.com](mailto:scott.Lachman@akerman.com)

1 **CERTIFICATE OF SERVICE**

2  
3 I HEREBY CERTIFY that on the 27<sup>th</sup> day of July, 2021, I served a true and correct copy  
4 of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING JOINT STIPULATION**  
5 **AND ORDER RESCHEDULING EVIDENTIARY HEARING TO AUGUST 19, 2021**

6 by mandatory electronic service through the Eighth Judicial District Court’s electronic filing:

7 David R. Koch,  
8 Esq. Steven B. Scow  
**Koch & Scow, LLC**  
9 11500 S. Eastern Ave., Ste. 210  
10 Henderson, NV 89052

11 Joseph Hong, Esq.  
**Hong & Hong Law Office**  
12 1980 Festival Plaza Dr., Ste. 650  
Las Vegas, NV 89135

13 Brittany Wood, Esq.  
14 **Maurice Wood**  
8250 West Charleston Blvd., Ste. 100 Las Vegas, Nevada 89117

15 **AKERMAN LLP**  
16 ARIEL E. STERN, ESQ.  
17 MELANIE D. MORGAN, ESQ.  
LILITH V. XARA, ESQ.  
18 1635 Village Center Circle, Suite 200  
Las Vegas, Nevada 89134

19  
20  
21 /s/ Maria Collins

22 An Employee of THOMSON LAW PC

A-21-828840-C

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Civil Matters**

**COURT MINUTES**

**September 08, 2021**

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A-21-828840-C      Red Rock Financial Services, Plaintiff(s)  
vs.  
Nona Tobin, Defendant(s)

---

**September 08, 2021**

**Minute Order**

**HEARD BY:** Peterson, Jessica K.

**COURTROOM:** Chambers

**COURT CLERK:** Rem Lord

**JOURNAL ENTRIES**

- Defendant Tobin filed her third party complaint on March 22, 2021 against Steven B. Scow, Esq.; Brody R. Wright, Esq.; Joseph Hong Esq.; Melanie Morgan, Esq.; David Ochoa, Esq.; and Brittany Wood, Esq. liable. Under NRCP 4(e)(1), the summons and complaint must be served upon a Defendant no later than 120 days after the complaint is filed. 120 days from the date of the complaint passed on July 21, 2021. Defendant has provided no proof of service and had not asked for an extension of time to serve. Therefore, under NRCP 4(e), Defendant is ORDERED TO SHOW CAUSE as to why her third party complaint should not be dismissed under NRCP 4(e)(2). COURT ORDERED, show cause hearing SET.

10/14/202 10:00 AM SHOW CAUSE HEARING

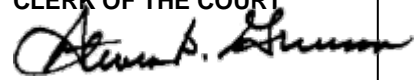
CLERK'S NOTE: This Minute Order was electronically served to all registered parties for Odyssey File & Serve. /rl 9/8/21

PRINT DATE: 09/08/2021

Page 1 of 1

Minutes Date: September 08, 2021

TOBIN. 164



1 David R. Koch (NV Bar No. 8830)  
2 Steven B. Scow (NV Bar No. 9906)  
3 KOCH & SCOW LLC  
4 11500 S. Eastern Ave., Suite 210  
5 Henderson, NV 89052  
6 dkoch@kochscow.com  
7 sscow@kochscow.com  
8 Telephone: (702) 318-5040  
9 Facsimile: (702) 318-5039

10 *Attorneys for Plaintiff/Counter-Defendant*  
11 *Red Rock Financial Services*

12 **DISTRICT COURT**  
13 **CLARK COUNTY, NEVADA**

14 RED ROCK FINANCIAL SERVICES, LLC;

15 Plaintiff,

16 vs.

17 NONA TOBIN, as an individual and as Trustee  
18 of the GORDON B. HANSEN TRUST DATED  
19 8/22/08; REPUBLIC SERVICES, INC. a  
20 Nevada corporation; WELLS FARGO, N.A., a  
21 national banking association; NATIONSTAR  
22 MORTGAGE, LLC, a Delaware company; and  
23 DOES 1-100;

24 Defendants

25 NONA TOBIN, as an individual;

26 Counterclaimant,

27 vs.

28 RED ROCK FINANCIAL SERVICES, LLC;

Counter-Defendant.

NONA TOBIN, as an individual;

Cross-Claimant,

vs.

WELLS FARGO, N.A., a national banking

Case No.: A-21-828840-C  
Dept.: 8

**NOTICE OF ENTRY OF ORDER**

1 association; NATIONSTAR MORTGAGE, LLC,  
2 a Delaware company; and DOES 1-100;

3  
4 Cross-Defendants

5 PLEASE TAKE NOTICE that the *Order & Judgment on Plaintiff Red Rock Financial*  
6 *Services, LLC's Motion to Dismiss Counterclaimant Nona Tobin's Counterclaim and Petition for*  
7 *Sanctions and Defendants/Counterclaimant Nona Tobin's Motion for Summary Judgment and*  
8 *Motion for Sanctions* was entered in the above-referenced matter on September 10, 2021, a  
9 copy of which is attached hereto

10 DATED: September 10, 2021.

**KOCH & SCOW, LLC**

11 /s/ Steven B. Scow  
12 Steven B. Scow, Esq.  
13 *Attorneys for Red Rock Financial Services, LLC*  
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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 September 10, 2021, I caused the foregoing document entitled: **NOTICE OF ENTRY OF ORDER**, to be electronically served through the Eighth Judicial District Court, County of Clark, State of Nevada EFile system.

Executed on September 10, 2021 at Henderson, Nevada.

/s/ Andrea W. Eshenbaugh  
An Employee of Koch & Scow LLC

1 **ORD**

2

3

DISTRICT COURT  
CLARK COUNTY, NEVADA

4

5 RED ROCK FINANCIAL SERVICES, LLC,;

6 Plaintiff,

7 -vs-

8 NONA TOBIN, as an individual and as Trustee  
9 of the GORDON B. HANSEN TRUST  
10 DATED 8/22/08; REPUBLIC SERVICES,  
11 INC. a Nevada corporation; WELLS FARGO,  
12 N.A., a national banking association;  
13 NATIONSTAR MORTGAGE, LLC, a  
14 Delaware company; and DOES 1-100,

15 Defendants.

CASE NO: A-21-828840-C

DEPT NO: VIII

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14 NONA TOBIN, as an individual,

15 Counterclaimant,,

16 -vs-

17 RED ROCK FINANCIAL SERVICES, LLC;

18 Counter-Defendant

19

20 NONA TOBIN, as an individual,

21 Counterclaimant,,

22 -vs-

23 WELLS FARGO, N.A., a national banking  
24 association; NATIONSTAR MORTGAGE,  
25 LLC, a Delaware company; and DOES 1-100;

26 Cross-Defendant

27

**ORDER & JUDGMENT ON PLAINTIFF RED ROCK FINANCIAL SERVICES, LLC'S  
MOTION TO DISMISS COUNTERCLAIMANT NONA TOBIN'S COUNTERCLAIM  
AND PETITION FOR SANCTIONS AND DEFENDANTS/ COUNTERCLAIMANT NONA  
TOBIN'S MOTION FOR SUMMARY JUDGEMENT AND MOTION FOR SANCTIONS**

28



1 Plaintiff, Red Rock Financial Services, LLC (herein “Plaintiff”) by and through its attorney  
2 of record Steven Scow, Esq. of Koch & Scow LLC; Counterdefendant/Joiner Wells Fargo, N.A.  
3 and Nationstar Mortgage LLC (herein “Counterdefendant”) by and through its attorney of record  
4 Scott Lachman, Esq. of Akerman, LLP; and Defendant/ Counterclaimant Nona Tobin (herein  
5 “Defendant”) through her attorney of record John Thomson, Esq. of Thomson Law PC appeared  
6 before the Court on August 19, 2021 to argue Red Rock Financial Services, LLC’s *Motion to*  
7 *Dismiss Counterclaimant Nona Tobin’s Counterclaim And Petition For Sanctions* and Defendant/  
8 Counterclaimant Nona Tobin’s *Motion for Summary Judgment*. The Court having read the Motion,  
9 Opposition and Reply of the parties and having heard oral argument, now issues the following  
10 Findings of Fact, Conclusions of Law and Order.  
11

#### 12 **FINDINGS OF FACT**

13  
14 On June 15, 2015 Joel and Sandra Stokes as Trustees of the Jimijack Irrevocable Trust filed  
15 a Complaint against Bank of America and Sun Sity Anthem Community, seeking to Quiet Title to  
16 Property located at 2763 White Sage Dr., Henderson, NV, that they obtained at a foreclosure sale.

17 Between January 31, 2017 and February 1, 2017, Nona Tobin, in her capacity as the trustee  
18 of the Gordon B. Hansen Trust, filed cross-claims against the HOA; Opportunity Homes, LLC;  
19 and F. Bondurant LLC in District Court Case No. A-15-720032-C. Nona Tobin also filed an  
20 Answer and Counterclaim against Plaintiff’s in that case. [See A-15-720032-C Doc. No’s.  
21 46,48,49,50]. The central allegation in the Cross-claims were that the named parties committed  
22 fraud and wrongfully colluded with several parties, including the HOA, in foreclosing on the  
23 Property without complying with either the requirements of NRS Chapter 116 or the HOA’s  
24 governing documents. *Id.* The Counter and Cross-Claims contained the following claims for relief:  
25 (1) Civil Conspiracy; (2) Unjust Enrichment; (3) Fraudulent Conveyance; (4) Injunctive Relief; (5)  
26 Quiet Title; (6) Fraudulent Concealment; (7) Breach of Contract.  
27  
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1 On July 21, 2019, Tobin’s Crossclaim was Opportunity Homes was dismissed. On  
2 September 14, 2017, the Court dismissed all of Tobin’s claims against the HOA except for the  
3 Quiet Title claim which was denied without prejudice to attend mediation. On February 5, 2019  
4 the HOA filed a Motion for Summary Judgment which was joined by Nationstar Mortgage. On  
5 April 17, 2019, the Court GRANTED the HOA’s Motion for Summary Judgment. In the Findings  
6 of Fact, Conclusions of Law & Order the Court stated in pertinent part: “[t]he totality of the facts  
7 evidence that the HOA properly followed the processes and procedures in foreclosing upon the  
8 Property.” [See A-15-720032-C Doc. No. 123].  
9

10 On August 8, 2019, Tobin filed a Complaint against numerous parties seeking again to  
11 Quiet Title to the property in herself. [See A-19-799890-C Doc. No. 1]. In response to the Second  
12 Action, various Defendants filed Motions to Dismiss, along with Joinders thereto, upon the basis, *inter*  
13 *alia*, that Tobin was judicially estopped from asserting an ownership interest in the subject property  
14 and re-litigating the case which had been previously adjudicated in Case No A-15-720032-C. [See A-  
15 19-799890-C Doc. No. 30]. The District Court granted Red Rock’s motion (as well as several  
16 joinders) in its entirety, with prejudice, on December 3, 2020. The District Court reasoned that the  
17 doctrine of nonmutual claim preclusion applied to the Second Action, because  
18

- 19 1) Tobin was a party in privity with the Hansen Trust who brought the suit in the First Action;
- 20 2) There was a final judgment in the First Suit;
- 21 3) The Second Suit was based on the same claims or any part of them that Tobin brought or  
22 could have brought in the First Action; and
- 23 4) Red Rock should have been named in the First Suit, and Tobin failed to provide a good  
24 reason for not having done so.  
25

26 [See A-19-799890-C Doc. No. 63].  
27  
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1 Tobin was also sanctioned. In issuing its Order for Sanctions the Court found:

2 The second lawsuit was a multiplication of the previous proceeding, was precluded by  
3 virtue of principles of claim and issue preclusion, and thus, was brought without  
4 reasonable ground. It resulted in MR. STOKES, individually, JOEL A. STOKES AND  
5 SANDRA STOKES, AS TRUSTEES OF THE JIMI JACK IRREVOCABLE TRUST and  
6 JIMI JACK IRREVOCABLE TRUST unnecessarily incurring attorney's fees and costs in  
7 the instant matter.

8 [See A-19-799890-C Docs. No. 51 & 60]. The Court sanctioned Tobin and Ordered her to pay  
9 (\$3,455 to attorney Joseph Hong, Esq. pursuant to EDCR 7.60(1) &/or (3) and \$12,849 to  
10 attorney Brittany Wood, Esq. per NRS 18.010(2)). *Id.*

11 Tobin appealed the District Court's dismissal of the Second Action, and she also  
12 appealed the attorneys' fees awarded against her in favor of some of the other parties. [See A-19-  
13 799890-C Doc. No. 65]. This appeal is pending, but briefing has been completed.

14 On February 3, 2021, Red Rock initiated this action for interpleader. [See A-21-828840-C  
15 Doc. No. 2]. On March 8, 2021, Defendant, pro se, filed an Answer and Counterclaim to the  
16 interpleader complaint. [See A-21-828840-C Doc. No. 14]. Defendant raised five claims in her  
17 counterclaim 1) Interpleader; 2) Unjust Enrichment; 3) Alter Ego Piercing the Corporate Veil; 4)  
18 Fraud; and 5) Racketeering. *Id.* On March 22, 2021, Defendant filed a Third Party Complaint  
19 against attorneys Steven B. Scow, Esq.; Brody R. Wright, Esq.; Joseph Hong Esq.; Melanie  
20 Morgan, Esq.; David Ochoa, Esq.; and Brittany Wood, Esq. for Abuse of Process, Racketeering,  
21 Fraud, Punitive Damages, and Sanctions. [See A-21-828840-C Doc. No. 17]. On April 15, 2021,  
22 Defendant filed a Motion for Summary Judgment & request for punitive damages. [See A-21-  
23 828840-C Doc. No. 24].<sup>1</sup> On April 16, 2021, Plaintiff filed a Motion to Dismiss the Counterclaim  
24 and Petition for Sanctions. [See A-21-828840-C Doc. No. 28]. On May 3, 2021, Counterdefendent  
25 filed a joiner to Plaintiff's Motion to Dismiss the Counterclaim and Petition for Sanctions. [See A-  
26 21-828840-C Doc. No. 34]. Plaintiff's argument in support of dismissal of Defendant's  
27

28 \_\_\_\_\_  
<sup>1</sup> Subsequent to this Motion, Plaintiff retained counsel to represent her.

1 Counterclaim consists of three distinct arguments: (1) the entirety of Tobin’s Claims are barred by  
2 the doctrine of claim preclusion; (2) if they are not barred they are not properly pled; (3) even if  
3 they were properly pled, they are barred by the applicable statute of limitations. The Court agrees.

#### 4 **CONCLUSIONS OF LAW**

5 Pursuant to NRCPC 12(b)(5), a motion to dismiss should be granted upon “failure to state a  
6 claim upon which relief can be granted.” A motion brought under NRCPC 12(b)(5) tests the legal  
7 sufficiency of the claim as alleged by the moving party. A motion to dismiss must be granted  
8 where it appears to a certainty that the plaintiff is entitled to no relief under any set of facts that  
9 could be proved in support of a claim. Buzz Stew, LLC v. City of N. Las Vegas, 124 Nev. 224,  
10 228 (2008); Blackjack Bonding v. Las Vegas Mun. Ct., 116 Nev. 1213,1217 (2000); Simpson v.  
11 Mars Inc., 113 Nev. 188, 190 (1997). Dismissal is proper “where the allegations are insufficient to  
12 establish the elements of a claim for relief.” Stockmeier v. Nevada Dept. of Corrections Psychol.  
13 Rev. Panel, 183 P.3d 133, 135 (2008). Dismissal is also proper where the claims are barred by the  
14 doctrine of claim preclusion.

#### 17 **I. Tobin’s Counterclaim is barred by the Doctrine of Claim Preclusion**

18 Claim preclusion applies where: “(1) the parties or their privies are the same, (2) the final  
19 judgment is valid, and (3) the subsequent action is based on the same claims or any part of them  
20 that were or could have been brought in the first case.” Five Star Capital Corp. v. Ruby, 194 P.3d  
21 709, 713 (Nev. 2008) (footnotes omitted). Claim preclusion is an affirmative defense; thus, the  
22 party alleging it bears the burden of proof. *See* Bennett v. Fid. & Deposit Co. of Md., 652 P.2d  
23 1178, 1180 (Nev. 1982). There is no assertion that the parties involved in this suit are the same  
24 parties or parties that were in privity with the same parties in the first and second suit.

25  
26 The test for determining whether the claims, or any part of them, are barred in a  
27 subsequent action is if they are ‘based on the same set of facts and circumstances as the  
28

1 initial action. Mendenhall v. Tassinari, 403 P.3d 364, 370 (Nev. 2017) (quoting Five Star, 194  
2 P.3d at 714). That is, the court must look to whether “the second suit [is] based on the same facts  
3 and alleged wrongful conduct ... as in the first suit.” Five Star, 194 P.3d at 714. The underlying  
4 basis for the action in the initial suit was the improper foreclosure of the property that was held  
5 by the Gordon B. Hansen Trust. This same claim was the basis of the second suit and was  
6 dismissed on the basis of issue preclusion. Looking at the allegations in this Complaint,  
7 Defendant’s primary basis is once again the improper foreclosure and subsequent sale of the  
8 property. Therefore, this action is based on the same claims or any part of them that were or  
9 could have been brought in the first case.  
10

11       Additionally, while the judgment in case A-19-799890-C is currently on appeal to the  
12 Nevada Supreme Court, an appeal of a judgment does not negate the judgment’s finality for  
13 claim preclusion purposes. Edwards v. Ghandour, 159 P.3d 1086, 1093 n. 17 (2007) (“[A]  
14 judgment on appeal retains its preclusive effect for purposes of both claim and issue  
15 preclusion.”); *see also*, City of Las Vegas v. Bluewaters Fam. Ltd. Partn., 55878, 2013 WL  
16 431045, at \*1 (Nev. Jan. 31, 2013). Since there is a valid final judgement from case A-19-  
17 799890-C all of the claims which were brought in the first and second action are barred by the  
18 doctrine of claim preclusion. Accordingly, Tobin’s claims for Unjust Enrichment and Fraud are  
19 barred based on the doctrine of claim preclusion and Plaintiff’s Motion to Dismiss as to those  
20 claims is GRANTED and Tobin’s Counterclaim for Fraud and Unjust Enrichment are Dismissed.  
21  
22 What remains then are the claims for Racketeering; Alter Ego; and Interpleader.<sup>2</sup>  
23

24  
25  
26 <sup>2</sup> Court Notes that on March 22, 2021, Tobin filed a Third Party Complaint against Steven Scow; Brody Wight;  
27 Joseph Hong; Melanie Morgan; David Ochoa; and Brittany Wood for Abuse of Process; Racketeering, and Fraud.  
28 That Complaint has not been served and pursuant to NRC 4(e) there has been no Motion to extend the time to  
serve. The time to serve expired on July 21 2021. Pursuant to NRC 4(e) If service of the summons and complaint  
is not made upon a defendant before the 120-day service period — or any extension thereof — expires, the court  
must dismiss the action, without prejudice, as to that defendant upon motion or upon the court’s own order to show  
cause. The Court issued an Order to Show Cause on September 8, 2021.

1  
2 ***The Interpleader Claim***

3 During oral arguments, the parties both agreed that any and all Interpleader claims  
4 remain. However Tobin’s Interpleader claim is improper. A party should only bring an  
5 interpleader claim when it has claims that “expose [it] to double or multiple liability.” NRCPC 22.  
6 Interpleader “is an equitable proceeding to determine the rights of rival claimants to property  
7 held by a third person having no interest therein.” Farmers Ins. Exch. v. Civ. Serv. Emp. Ins. Co.,  
8 587 P.2d 420, 421 (Nev. 1978). Tobin does not allege that she has any such claims or that she  
9 holds any property that belongs to any rival parties or that she is in danger of double or multiple  
10 liabilities. [See A-21-828840-C Doc. No. 2]. Thus, Tobin has failed to state a claim in  
11 Interpleader upon which relief can be Granted and Plaintiff’s Motion to Dismiss Tobin’s  
12 Interpleader Claim is GRANTED.  
13  
14

15 ***Alter Ego Piercing the Corporate Veil***

16 The doctrine of alter ego states that a company may become the alter ego of an individual  
17 when there is “such unity of interest and ownership that one is inseparable from the other.” Polaris  
18 Indus. Corp. v. Kaplan, 747 P.2d 884, 886 (Nev. 1987). Moreover, alter ego is a remedy and not a  
19 separate cause of action. Rowland v. Lepire, 99 Nev. 308, 316, 662 P.2d 1332, 1337 (1983).  
20 Therefore, dismissal of Tobin’s alter ego claim is mandated.  
21

22 ***The Fraud Claim***<sup>3</sup>

23 Defendant’s fraud claim only generally alleges that Plaintiff “made multiple false  
24 representations or misrepresentations.” Plaintiff fails to state what any of these misrepresentations  
25 were. She simply points to a large number of exhibits and states, “[t]here are examples in almost  
26 all of them.” [See A-21-828840-C Doc. No. 14]. Under NRCPC 9 (b), Defendant is required to state  
27

28 \_\_\_\_\_  
<sup>3</sup> Notwithstanding that the Court has already found that the Fraud claim is barred by claim preclusion, in an effort to be thorough the Court will also address the Fraud claim on the merits.

1 her claim for fraud with particularity. This requires “averments to the time, the place, the identity  
2 of the parties involved, and the nature of the fraud or mistake.” Brown v. Kellar, 636 P.2d 874, 874  
3 (Nev. 1981). Defendant points only to exhibits and does not isolate any statements that she  
4 believes were fraudulent or which parties made the statements and when. Her claim lacks any  
5 particularity as required by NRCP 9(b). Accordingly, even if the claim were not barred by the  
6 doctrine of claim preclusion, dismissal would be mandated for failing to plead as required.  
7

### 8 ***Conversion Claim***

9 In order to plead a claim for conversion, a plaintiff must allege that the defendant  
10 “wrongfully exerted [dominion] over personal property in denial of, or inconsistent with,  
11 title or rights therein or in derogation, exclusion or defiance of such rights.” Winchell v.  
12 Schiff, 193 P.3d 946, 950 (Nev. 2008); (Edwards v. Emperor's Garden Rest., 130 P.3d 1280,  
13 1287 (Nev. 2006). To the extent that Tobin is attempting to claim that Red Rock wrongfully  
14 exerted dominion over the home because of the alleged wrongful foreclosure, as stated above  
15 that claim is precluded based on the Court’s findings in both the first and second actions that  
16 there was no wrongful foreclosure. To the extent Tobin is attempting to claim Plaintiff is  
17 wrongfully exerting dominion over the funds, that is the basis for Plaintiff’s Interpleader  
18 Complaint and thus cannot form the basis for a claim for conversion.  
19  
20

### 21 ***Unjust Enrichment Claim***

22 Similarly, unjust enrichment “exists when the plaintiff confers a benefit on the  
23 defendant, the defendant appreciates such benefit, and there is ‘acceptance and retention by the  
24 defendant of such benefit under circumstances such that it would be inequitable for him to retain  
25 the benefit without payment of the value thereof.’ ” Certified Fire Prot. Inc. v. Precision Constr.,  
26 283 P.3d 250, 257 (Nev. 2012) (quoting Unionamerica Mtg. v. McDonald, 626 P.2d 1272, 1273  
27 (Nev. 1981)). To the extent that the claims for Unjust Enrichment were previously adjudicated  
28

1 again this claim is barred by the doctrine of claim preclusion. However, even on the merits, as a  
2 matter of law this claim is untenable. Tobin has not conferred any benefit on Red Rock that Red  
3 Rock has retained which in equity and good conscience belongs to Tobin.

#### 4 ***The Racketeering Claim***

5 A plaintiff asserting a civil racketeering or RICO claim is obligated to plead each of its  
6 elements with heightened specificity. Hale v. Burkhardt, 104 Nev. 632, 636-38, 764 P.2d 866, 867  
7 (1988) (discussing pleading standard and affirming dismissal of RICO claim for failure to meet  
8 that standard). Here the complaint is vague and merely alleges that two of the defendants “engaged  
9 in racketeering activities as defined in NRS 207.360 and a racketeering enterprise as is defined in  
10 NRS 207.380.” [See A-21-828840-C Doc. No. 14]. Although there are 37 different predicate  
11 crimes pursuant to NRS 207.360, Tobin fails to allege any predicate crime that would support her  
12 racketeering claim. The allegation simply lists the general elements of a racketeering cause of  
13 action and contains no facts in regards to this case. (Exhibit 9, ¶¶ 99-107). This does not meet the  
14 heightened pleading requirements, thus, the Racketeering claim must be dismissed.

#### 17 ***II. The Statute of Limitations Bars All of Tobin’s Claims for Relief***

18 As stated above, the Court finds that all of Tobin’s claims for relief are barred either by  
19 claim preclusion or failure to properly plead with the requisite specificity. Additionally, Plaintiff  
20 sought alternative grounds for dismissing Plaintiff’s Counterclaim, which was the Complaint, was  
21 barred by the Statue of Limitations. The Court agrees. The longest time frame for any claim for  
22 relief before claims are barred by the Statute of Limitations is six (6) years. *See* NRS 11.190.  
23 More specifically as to the claims Tobin has alleged, the longest time frame would arguably be the  
24 Racketeering claim which would fall under the catch-all four (4) year time frame of NRS  
25 11.190(4). As stated above all of Tobin’s claims arise out of the alleged wrongful foreclosure.  
26 The foreclosure took place in 2014. Tobin knew all of the facts upon which to base her claims,  
27  
28



1 considering that she has already done so in two prior actions. Any potential claim that could have  
2 been brought had to have been brought no later than 2018. Accordingly, these claims that were  
3 brought in 2021 are barred by the Statute of Limitations. Therefore Dismissal of Tobin’s  
4 Counterclaims on that basis is also mandated.

5 ***Tobin’s Motion for Summary Judgement***

6 Tobin asks the Court to GRANT Summary Judgment in her favor because the Defendant  
7 has failed to file a responsive pleading to her Counterclaim. Defendants did file a responsive  
8 pleading when it filed its Motion to Dismiss. As stated above, Tobin’s Counterclaim and all of the  
9 claims must be dismissed on the basis of claim preclusion, failure to properly plead, and statute of  
10 limitations grounds. Therefore, there are no Counterclaims left for the Court to adjudicate and thus  
11 no judgment in favor of Tobin, summary or otherwise is warranted.  
12

13 ***Tobin’s Petition for Sanctions***

14 Defendant seeks to bring her petition for sanctions under NRCP 11, but a motion for  
15 sanctions under that rule must comply with a number of requirements. Defendant’s motion does  
16 not meet any of these procedural requirements, including the requirement that it be filed  
17 separately from any other motion. *See* NRCP 11(c)(2). While district courts should assist pro se  
18 litigants as much as reasonably possible, a pro se litigant cannot use their alleged ignorance as a  
19 shield to protect them from the consequences of failing to comply with basic procedural  
20 requirements. *See Kahn v. Orme*, 108 Nev. 510, 515, 835 P.2d 790, 793 (1992), overruled in part  
21 on other grounds by *Epstein v. Epstein*, 113 Nev. 1401, 1404, 950 P.2d 771, 772 (1997)  
22 (concluding that an unrepresented party's “failure to obtain new representation or otherwise act  
23 on his own behalf is inexcusable”). Additionally, Defendant is now represented by counsel and  
24 thus this request should have been voluntarily dismissed. Moreover, there is simply no basis for  
25 the Court to award sanctions on behalf of Tobin. Tobin fails to allege the basis for her claim for  
26  
27  
28

1 sanctions,<sup>4</sup> other than to loosely reference the Nevada Rules of Professional Conduct and the  
2 ABA Standards. This Court is not required to address this argument as it is not cogently argued  
3 or supported by relevant authority. *See Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330,  
4 130 P.3d 1280, 1288 (2006). Moreover, to the extent that the Court is dismissing the  
5 Counterclaims, the Counterclaim cannot furnish the basis for an award of sanctions.

6 **ORDER**

7 Based on the foregoing FINDINGS OF FACT & CONCLUSIONS OF LAW,

8 **IT IS HEREBY ORDERED ADJUDGED AND DECREED** Plaintiff's Motion to  
9 Dismiss Tobin's Counterclaim and Petition for Sanctions is GRANTED;

10 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** that Tobin's Motion for  
11 Summary Judgement and for Sanctions is DENIED.

12 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** that Tobin's  
13 Counterclaim is DISMISSED WITH PREJUDICE.

14 Dated this 10th day of September, 2021

15 

16 **AFFIRMATION**

17 Pursuant to NRS 239B.030  
18 The undersigned does hereby affirm that the  
19 preceding Order filed in District Court case number  
20 A655992 DOES NOT contain the social security  
21 number of any person.

22 /s/ Jessica K Peterson

23 **EEA CF3 604D B080**  
24 **Jessica K. Peterson**  
25 **District Court Judge**

26 \_\_\_\_\_  
27 <sup>4</sup> A district court is not obligated to wade through and search the entire record for some specific  
28 facts which might support the nonmoving party's claim *See Schuck v. Signature*  
*Flight Support of Nev., Inc.*, 126 Nev. 434, 438, 245 P.3d 542, 545 (2010)

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Red Rock Financial Services,  
Plaintiff(s)

CASE NO: A-21-828840-C

7 vs.

DEPT. NO. Department 8

8  
9 Nona Tobin, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 9/10/2021

15 David Koch

dkoch@kochscow.com

16 Steven Scow

sscow@kochscow.com

17 Melanie Morgan

melanie.morgan@akerman.com

18 Akerman LLP

AkermanLAS@akerman.com

19 Andrea Eshenbaugh - Legal Assistant

aeshenbaugh@kochscow.com

20 John Thomson

johnwthomson@ymail.com

21 Donna Wittig

donna.wittig@akerman.com

22 Daniel Scow

dscow@kochscow.com

23 Scott Lachman

scott.lachman@akerman.com

24 Nona Tobin

nonatobin@gmail.com

25 Scott Lachman

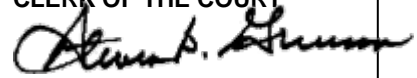
scott.Lachman@akerman.com

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Maria Collins

jwtlaw@ymail.com



1 David R. Koch (NV Bar No. 8830)  
2 Steven B. Scow (NV Bar No. 9906)  
3 KOCH & SCOW LLC  
4 11500 S. Eastern Ave., Suite 210  
5 Henderson, NV 89052  
6 dkoch@kochscow.com  
7 sscow@kochscow.com  
8 Telephone: (702) 318-5040  
9 Facsimile: (702) 318-5039

10 *Attorneys for Plaintiff/Counter-Defendant*  
11 *Red Rock Financial Services*

12 **DISTRICT COURT**  
13 **CLARK COUNTY, NEVADA**

14 RED ROCK FINANCIAL SERVICES, LLC;

15 Plaintiff,

16 vs.

17 NONA TOBIN, as an individual and as Trustee  
18 of the GORDON B. HANSEN TRUST DATED  
19 8/22/08; REPUBLIC SERVICES, INC. a  
20 Nevada corporation; WELLS FARGO, N.A., a  
21 national banking association; NATIONSTAR  
22 MORTGAGE, LLC, a Delaware company; and  
23 DOES 1-100;

24 Defendants

25 NONA TOBIN, as an individual;

26 Counterclaimant,

27 vs.

28 RED ROCK FINANCIAL SERVICES, LLC;

Counter-Defendant.

NONA TOBIN, as an individual;

Cross-Claimant,

Case No.: A-21-828840-C  
Dept.: 8

**NOTICE OF ENTRY OF ORDER**

1 vs.

2 WELLS FARGO, N.A., a national banking  
3 association; NATIONSTAR MORTGAGE, LLC,  
4 a Delaware company; and DOES 1-100;

5  
6 Cross-Defendants

7 PLEASE TAKE NOTICE that the *Order Denying Nona Tobin's Motion for*  
8 *Reconsideration of Order Dismissing Nona Tobin's Counterclaim and Petition for Sanctions and*  
9 *Defendant/Counterclaimant Nona Tobin's Motion for Summary Judgment and Motion for*  
10 *Sanctions* was entered in the above-referenced matter on November 30, 2021, a copy of  
11 which is attached hereto

12 DATED: November 30, 2021.

**KOCH & SCOW, LLC**

/s/ Steven B. Scow

Steven B. Scow, Esq.

*Attorneys 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 November 30, 2021, I caused the foregoing document entitled: **NOTICE OF ENTRY OF ORDER**, to be electronically served through the Eighth Judicial District Court, County of Clark, State of Nevada EFile system.

Executed on November 30, 2021 at Henderson, Nevada.

/s/ Andrea W. Eshenbaugh  
An Employee of Koch & Scow LLC

**ORDR**

1 DAVID R. KOCH (NV Bar No. 8830)  
2 STEVEN B. SCOW (NV Bar No. 9906)  
3 KERRY P. FAUGHNAN (NV Bar No. 12204)  
4 KOCH & SCOW LLC  
5 11500 S. Eastern Ave., Suite 210  
6 Henderson, NV 89052  
7 dkoch@kochscow.com  
8 sscow@kochscow.com  
9 kfaughnan@kochscow.com  
10 Telephone: (702) 318-5040  
11 Facsimile: (702) 318-5039

12 *Attorneys for Plaintiff/Counter-Defendant*  
13 *Red Rock Financial Services*

14 **DISTRICT COURT**  
15 **CLARK COUNTY, NEVADA**

16 RED ROCK FINANCIAL SERVICES, LLC;

17 Plaintiff,

18 vs.

19 NONA TOBIN, as an individual and as  
20 Trustee of the GORDON B. HANSEN TRUST  
21 DATED 8/22/08; REPUBLIC SERVICES,  
22 INC. a Nevada corporation; WELLS FARGO,  
23 N.A., a national banking association;  
24 NATIONSTAR MORTGAGE, LLC, a  
25 Delaware company; and DOES 1-100;

26 Defendants

Case No.: A-21-828840-C  
Dept.: 8

**ORDER DENYING NONA TOBIN'S  
MOTION FOR RECONSIDERATION  
OF ORDER DISMISSING NONA  
TOBIN'S COUNTERCLAIM AND  
PETITION FOR SANCTIONS AND  
DEFENDANT/COUNTERCLAIMANT  
NONA TOBIN'S MOTION FOR  
SUMMARY JUDGEMENT AND  
MOTION FOR SANCTIONS**

27 NONA TOBIN, as an individual;

28 Counterclaimant,

vs.

RED ROCK FINANCIAL SERVICES, LLC;

Counter-Defendant.

NONA TOBIN, as an individual;

Cross-Claimant,



1 vs.  
2 WELLS FARGO, N.A., a national banking  
3 association; NATIONSTAR MORTGAGE,  
4 LLC, a Delaware company; and DOES 1-100;

5 Cross-Defendants

6 This matter came on before the above-entitled Court for hearing on  
7 Defendant/Counterclaimant, Nona Tobin's, Motion for Reconsideration of the Court's  
8 Order Dismissing her Counterclaim and Petition for Sanctions and Motion for Summary  
9 Judgment and Motion for Sanctions (the "Motion"). Plaintiff/Counter-Defendant, Red  
10 Rock Financial Services LLC ("Red Rock"), appearing by and through its attorneys,  
11 Steven B. Scow, Esq. of the Koch & Scow LLC, Defendant/Counterclaimant, Nona Tobin,  
12 appearing in Proper Person and Cross-Defendants, Wells Fargo, N.A. and Nationstar  
13 Mortgage, LLC appearing by and through their attorneys, Lilith V. Xara, Esq. of  
14 Akerman LLP. The Court having examined all documents and pleadings on file herein,  
15 having heard arguments of the parties, and good cause appearing makes the following  
16 findings and order.

17  
18 **THE COURT FINDS** that the Motion is improper.

19 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** that Nona Tobin's  
20 Motion for Reconsideration of the Court's Order Dismissing her Counterclaim and  
21 Petition for Sanctions and Motion for Summary Judgment and Motion for Sanctions is  
22 DENIED.

23 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** that Red Rock's  
24 interpleader action remains before this Court.

25 **IT IS FURTHER ORDERED ADJUDGED AND DECREED THAT** Nona Tobin may  
26 file a Motion delineating her rationale as to why she is the only party entitled to the  
27 excess proceeds Interplead by Red Rock.

1                   **IT IS FURTHER ORDERED ADJUDGED AND DECREED** that Nona Tobin's,  
2 Wells Fargo's, and Nationstar's right to claim the excess proceeds as part of the  
3 interpleader action are not impaired by this Order.

4                   **IT IS FURTHER ORDERED**  
5                   **ADJUDGED AND DECREED** that  
6                   Red Rock's Request for attorney  
7                   fees is Denied.

Dated this 30th day of November, 2021

  
DISTRICT COURT JUDGE

**A1B 17D E1B5 9C2F**  
**Jessica K. Peterson**  
**District Court Judge**

8 Submitted by:

9 DATED: November 22, 2021

10 **KOCH & SCOW, LLC**

11 /s/ Steve B. Scow  
12 Steven B. Scow  
13 *Attorneys for Red Rock Financial*  
14 *Services LLC*

14 Approved as to Form and Content:

15 **AKERMAN LLP**

16 /s/ Lilith V. Xara  
17  
18 Melanie D. Morgan, Esq.  
19 Nevada Bar No. 8215  
20 Lilith V. Xara, Esq.  
21 Nevada Bar No. 13138  
22 1635 Village Center Circle, Suite 200  
23 Las Vegas, NV 89134  
24 Melanie.morgan@akerman.com  
25 Lilith.xara@akerman.com  
26 Attorney for Wells Fargo, N.A. and  
27 Nationstar Mortgage LLC  
28

Submitting Competing Order

Nona Tobin  
2664 Olivia Heights Ave.  
Henderson NV 89052  
NonaTobin@gmail.com  
Defendant In Proper Person

**From:** Kerry Faughnan kfaughnan@kochscow.com  
**Subject:** Re: A-21-828840-C Proposed Order re Red Rock Financial Services, Plaintiff(s)vs. Nona Tobin, Defendant(s)  
**Date:** November 19, 2021 at 1:30 PM  
**To:** lilith.xara@akerman.com, aeshenbaugh kochscow.com aeshenbaugh@kochscow.com  
**Cc:** sscow kochscow.com sscow@kochscow.com, nonatobin@gmail.com, melanie.morgan@akerman.com



Lilith,

Thank you for the quick response. We will add your electronic signature to our order.

Steve also approves your addition of his electronic signature to your order.

Kerry

---

**From:** "lilith.xara@akerman.com" <lilith.xara@akerman.com>  
**Date:** Friday, November 19, 2021 at 1:20 PM  
**To:** "aeshenbaugh kochscow.com" <aeshenbaugh@kochscow.com>  
**Cc:** "sscow kochscow.com" <sscow@kochscow.com>, "nonatobin@gmail.com" <nonatobin@gmail.com>, Kerry Faughnan <kfaughnan@kochscow.com>, "melanie.morgan@akerman.com" <melanie.morgan@akerman.com>  
**Subject:** A-21-828840-C Proposed Order re Red Rock Financial Services, Plaintiff(s)vs. Nona Tobin, Defendant(s)

Hello,

The order you attached is approved for my e-signature.

Attached please find the order I was directed by the judge to prepare for this case at the last hearing.

Please let us know if you have any comments, or, if we may submit it to the judge.

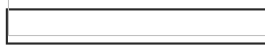
Thank you,

**Lilith V. Xara**

Associate, Consumer Financial Services Practice Group  
Akerman LLP | [1635 Village Center Circle, Suite 200 | Las Vegas, NV 89134](#)  
D: [702 634 5020](#) | T: [702 634 5000](#) | F: [702 380 8572](#)  
[lilith.xara@akerman.com](mailto:lilith.xara@akerman.com)

[vCard](#) | [Profile](#)





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---

**From:** aeshenbaugh@kochscow.com <aeshenbaugh@kochscow.com>  
**Sent:** Friday, November 19, 2021 12:44 PM  
**To:** nonatobin@gmail.com; Xara, Lilith (Assoc-Las) <lilith.xara@akerman.com>  
**Cc:** Steve Scow <:sscow@kochscow.com>; Kerry Faughnan <kfaughnan@kochscow.com>  
**Subject:** A-21-828840-C Proposed Order re Red Rock Financial Services, Plaintiff(s)vs. Nona Tobin, Defendant(s)

[External to Akerman]

Good Afternoon,

Attached is a proposed Order denying the motion for reconsideration in the above-referenced matter. If you have any problems opening the attachment please let me know. Please let Mr. Faughnan know of any changes by November 29, 2021.

Respectfully,  
**Andrea W. Eshenbaugh**  
Legal Assistant  
Koch & Scow LLC  
11500 S. Eastern Ste. 210  
Henderson, NV 89052  
702-318-5040  
[aeshenbaugh@kochscow.com](mailto:aeshenbaugh@kochscow.com)

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Red Rock Financial Services,  
Plaintiff(s)

CASE NO: A-21-828840-C

7 vs.

DEPT. NO. Department 8

8  
9 Nona Tobin, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 11/30/2021

15 David Koch	dkoch@kochscow.com
16 Steven Scow	sscow@kochscow.com
17 Lisa Peters	lisa@sterlingkerrlaw.com
18 Jennifer Hogan	jennifer@sterlingkerrlaw.com
19 Taylor Simpson	taylor@sterlingkerrlaw.com
20 Melanie Morgan	melanie.morgan@akerman.com
21 Akerman LLP	AkermanLAS@akerman.com
22 Andrea Eshenbaugh - Legal Assistant	aeshenbaugh@kochscow.com
23 John Thomson	johnwthomson@ymail.com
24 Scott Lachman	scott.Lachman@akerman.com
25 Donna Wittig	donna.wittig@akerman.com

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Daniel Scow

dscow@kochscow.com

Scott Lachman

scott.lachman@akerman.com

Lilith Xara

lilith.xara@akerman.com

Nona Tobin

nonatobin@gmail.com

Suzanne Carver

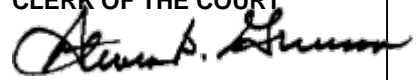
suzanne@sterlingkerrlaw.com

Michelle Soto

jwtlaw@ymail.com

Kerry Faughnan

kfaughnan@kochscow.com



1 **NEOJ**  
2 MELANIE D. MORGAN, ESQ.  
3 Nevada Bar No. 8215  
4 LILITH V. XARA, ESQ.  
5 Nevada Bar No. 13138  
6 **AKERMAN LLP**  
7 1635 Village Center Circle, Suite 200  
8 Las Vegas, Nevada 89134  
9 Telephone: (702) 634-5000  
0 Facsimile: (702) 380-8572  
1 Email: mlenaie.morgan@akerman.com  
2 Email: lilith.xara@akerman.com

3 *Attorneys for Defendants Wells Fargo, N.A. and*  
4 *Nationstar Mortgage LLC*

5 **EIGHTH JUDICIAL DISTRICT COURT**

6 **CLARK COUNTY, NEVADA**

7 **RED ROCK FINANCIAL SERVICES,**

8 Plaintiff,

9 vs.

10 NONA TOBIN, as an individual and as Trustee of  
11 the GORDON B. HANSEN TRUST DATED  
12 8/22/08; REPUBLIC SERVICES, INC. a Nevada  
13 corporation; WELLS FARGO, N.A., a national  
14 banking association; NATIONSTAR  
15 MORTGAGE LLC, a Delaware company; and  
16 DOES 1-100;

17 Defendants.

18 Case No.: A-21-828840-C

19 Dept. No. VIII

20 **Hearing Date:** November 16, 2021

21 **Hearing Time:** 8:00 a.m.

22 **NOTICE OF ENTRY OF ORDER**  
23 **CLARIFYING SEPTEMBER 10, 2021**  
24 **ORDER AND MOOTING NOTICE OF**  
25 **DEFAULT AND MOTION TO STRIKE**

26 **TO ALL PARTIES AND THEIR ATTORNEY OF RECORD:**

27 ///

28 ///

///

///

///

///

AKERMAN LLP

1635 VILLAGE CENTER CIRCLE, SUITE 200  
LAS VEGAS, NEVADA 89134  
TEL.: (702) 634-5000 – FAX: (702) 380-8572

1 PLEASE TAKE NOTICE that the **ORDER CLARIFYING SEPTEMBER 10, 2021**  
2 **ORDER AND MOOTING NOTICE OF DEFAULT AND MOTION TO STRIKE** has been  
3 entered on the 30<sup>th</sup> day of November 2021, in the above-captioned matter. A copy of said Order is  
4 attached hereto as **Exhibit A**.

5 DATED this 30<sup>th</sup> day of November 2021

6 **AKERMAN LLP**

7 /s/ Lilith V. Xara

8 MELANIE D. MORGAN, ESQ.

9 Nevada Bar No. 8215

10 LILITH V. XARA, ESQ.

11 Nevada Bar No. 13138

12 1635 Village Center Circle, Suite 200

13 Las Vegas, Nevada 89134

14 *Attorneys for Defendants Wells Fargo, N.A.*  
15 *and Nationstar Mortgage LLC*

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AKERMAN LLP

1635 VILLAGE CENTER CIRCLE, SUITE 200  
LAS VEGAS, NEVADA 89134  
TEL.: (702) 634-5000 – FAX: (702) 380-8572



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 30<sup>th</sup> day of November 2021, and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER CLARIFYING SEPTEMBER 10, 2021 ORDER AND MOOTING NOTICE OF DEFAULT AND MOTION TO STRIKE**, addressed to:

**Koch & Scow LLC**

David R. Koch dkoch@kochscow.com  
Daniel G Scow dscow@kochscow.com  
Steven B Scow sscow@kochscow.com  
Kerry Faughnan kfaughnan@kochscow.com  
Andrea W. Eshenbaugh aeshenbaugh@kochscow.com

**Law Offices of P. Sterling Kerr**

Suzanne Carver suzanne@sterlingkerrlaw.com  
Jennifer Hogan jennifer@sterlingkerrlaw.com  
Lisa Peters lisa@sterlingkerrlaw.com  
Taylor Simpson taylor@sterlingkerrlaw.com

**Thomson Law PC**

Michelle Soto jwtlaw@ymail.com  
John W. Thomson johnwthomson@ymail.com

Nona Tobin  
2664 Olivia Heights Ave.  
Henderson NV 89052  
NonaTobin@gmail.com

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/ Doug J. Layne  
An employee of AKERMAN LLP

# **EXHIBIT A**

AKERMAN LLP

1635 VILLAGE CENTER CIRCLE, SUITE 200  
LAS VEGAS, NEVADA 89134  
TEL.: (702) 634-5000 – FAX: (702) 380-8572

1 **ORDR**  
2 MELANIE D. MORGAN, ESQ.  
3 Nevada Bar No. 8215  
4 LILITH V. XARA, ESQ.  
5 Nevada Bar No. 13138  
6 **AKERMAN LLP**  
7 1635 Village Center Circle, Suite 200  
8 Las Vegas, Nevada 89134  
9 Telephone: (702) 634-5000  
10 Facsimile: (702) 380-8572  
11 Email: mlenaie.morgan@akerman.com  
12 Email: lilith.xara@akerman.com

13 *Attorneys for Defendants Wells Fargo, N.A. and*  
14 *Nationstar Mortgage LLC*

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 **RED ROCK FINANCIAL SERVICES,**

18 Plaintiff,

19 vs.

20 NONA TOBIN, as an individual and as Trustee of  
21 the GORDON B. HANSEN TRUST DATED  
22 8/22/08; REPUBLIC SERVICES, INC. a Nevada  
23 corporation; WELLS FARGO, N.A., a national  
24 banking association; NATIONSTAR  
25 MORTGAGE LLC, a Delaware company; and  
26 DOES 1-100;

27 Defendants.

Case No.: A-21-828840-C

Dept. No. VIII

**Hearing Date:** November 16, 2021

**Hearing Time:** 8:00 a.m.

**ORDER CLARIFYING SEPTEMBER 10,  
2021 ORDER AND MOOTING NOTICE  
OF DEFAULT AND MOTION TO  
STRIKE**

28 This action came before the court on November 16, 2021 on Nona Tobin's motion for  
reconsideration. At the hearing, the court noted that the September 10, 2021 order had neglected to  
dismiss Wells Fargo N.A. and Nationstar Mortgage LLC, despite the fact that both had filed a joinder  
to the motion filed by Red Rock which resulted in the dismissal. At the hearing the court directed this  
order to clarify that the dismissal applied to Wells Fargo N.A. and Nationstar Mortgage LLC due to  
the joinder, and moot the issue of Tobin's intent to take default and Wells Fargo and Nationstar's  
motion to strike the notice.

...

1           **WHEREAS** Wells Fargo N.A. and Nationstar Mortgage LLC filed a joinder to Red Rock's  
2 motion to dismiss on May 3, 2021 and a joinder to Red Rock's reply on May 5, 2021.

3           **WHEREAS** the court granted the motion and dismissed the claims asserted against Red Rock  
4 in its September 10, 2021 order.

5           **WHEREAS** Tobin filed a three day notice of intent to take default on Wells Fargo N.A. and  
6 Nationstar Mortgage LLC on November 11, 2021.

7           **WHEREAS** Wells Fargo N.A. and Nationstar Mortgage LLC filed a motion to strike the  
8 notices on November 15, 2021.

9           **IT IS HEREBY ORDERED ADJUDGED AND DECREED** that the September 10, 2021  
10 order is amended to clarify that Tobin's claims against Wells Fargo N.A. and Nationstar Mortgage  
11 LLC are DISMISSED WITH PREJUDICE.

12           **IT IS FURTHER ORDERED ADJUDGED AND DECREED** that the three day notices of  
13 intent to take default are therefore mooted.

14           **IT IS FURTHER ORDERED ADJUDGED AND DECREED** that the hearing currently  
15 scheduled for December 16, 2021 to strike the mooted notices of intent to take default is mooted and  
16 vacated.

Dated this 30th day of November, 2021

  
\_\_\_\_\_

**2AA EE2 9306 AD54  
Jessica K. Peterson  
District Court Judge**

17  
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19  
20 *Respectfully submitted by:*

21 **AKERMAN LLP**

22 /s/ Lilith V. Xara  
23 MELANIE D. MORGAN, ESQ.  
24 Nevada Bar No. 8215  
25 LILITH V. XARA, ESQ.  
26 Nevada Bar No. 13138  
27 1635 Village Center Circle, Suite 200  
28 Las Vegas, Nevada 89134

*Attorneys for Defendants Wells Fargo, N.A.  
and Nationstar Mortgage LLC*

**AKERMAN LLP**

1635 VILLAGE CENTER CIRCLE, SUITE 200  
LAS VEGAS, NEVADA 89134  
TEL.: (702) 634-5000 – FAX: (702) 380-8572

1 *Approved as to Form and Content:*

2 **KOCH & SCOW, LLC**

3 /s/ Steven B. Scow  
4 STEVEN B. SCOW, ESQ.  
5 11500 S. Eastern Avenue, Suite 210  
6 Henderson, Nevada 89052  
7 *Attorneys for Red Rock Financial*  
8 *Services LLC*

9 *REFUSED TO SIGN*  
10 Nona Tobin  
11 2664 Olivia Heights Ave.  
12 Henderson NV 89052  
13 NonaTobin@gmail.com  
14 *Defendant In Proper Person*

**AKERMAN LLP**

1635 VILLAGE CENTER CIRCLE, SUITE 200  
LAS VEGAS, NEVADA 89134  
TEL.: (702) 634-5000 – FAX: (702) 380-8572

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## Llarena, Carla (LAA-Las)

---

**From:** Kerry Faughnan <kfaughnan@kochscow.com>  
**Sent:** Friday, November 19, 2021 1:31 PM  
**To:** Xara, Lilith (Assoc-Las); aeshenbaugh@kochscow.com  
**Cc:** sscow@kochscow.com; nonatobin@gmail.com; Morgan, Melanie (Ptrn-Las)  
**Subject:** Re: A-21-828840-C Proposed Order re Red Rock Financial Services, Plaintiff(s)vs. Nona Tobin, Defendant(s)

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

[External to Akerman]

Lilith,

Thank you for the quick response. We will add your electronic signature to our order.

Steve also approves your addition of his electronic signature to your order.

Kerry

---

**From:** "lilith.xara@akerman.com"  
**Date:** Friday, November 19, 2021 at 1:20 PM  
**To:** "aeshenbaugh@kochscow.com"  
**Cc:** "sscow@kochscow.com" , "nonatobin@gmail.com" , Kerry Faughnan , "melanie.morgan@akerman.com"  
**Subject:** A-21-828840-C Proposed Order re Red Rock Financial Services, Plaintiff(s)vs. Nona Tobin, Defendant(s)

Hello,

The order you attached is approved for my e-signature.

Attached please find the order I was directed by the judge to prepare for this case at the last hearing.

Please let us know if you have any comments, or, if we may submit it to the judge.

Thank you,

**Lilith V. Xara**

Associate, Consumer Financial Services Practice Group  
Akerman LLP | 1635 Village Center Circle, Suite 200 | Las Vegas, NV 89134  
D: 702 634 5020 | T: 702 634 5000 | F: 702 380 8572  
[lilith.xara@akerman.com](mailto:lilith.xara@akerman.com)

[vCard](#) | [Profile](#)



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---

**From:** aeshenbaugh@kochscow.com

**Sent:** Friday, November 19, 2021 12:44 PM

**To:** nonatobin@gmail.com; Xara, Lilith (Assoc-Las)

**Cc:** Steve Scow ; Kerry Faughnan

**Subject:** A-21-828840-C Proposed Order re Red Rock Financial Services, Plaintiff(s)vs. Nona Tobin, Defendant(s)

[External to Akerman]

Good Afternoon,

Attached is a proposed Order denying the motion for reconsideration in the above-referenced matter. If you have any problems opening the attachment please let me know. Please let Mr. Faughnan know of any changes by November 29, 2021.

Respectfully,

**Andrea W. Eshenbaugh**

Legal Assistant

Koch & Scow LLC

11500 S. Eastern Ste. 210

Henderson, NV 89052

702-318-5040

[aeshenbaugh@kochscow.com](mailto:aeshenbaugh@kochscow.com)

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Red Rock Financial Services,  
Plaintiff(s)

CASE NO: A-21-828840-C

7 vs.

DEPT. NO. Department 8

8  
9 Nona Tobin, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 11/30/2021

15 David Koch

dkoch@kochscow.com

16 Steven Scow

sscow@kochscow.com

17 Lisa Peters

lisa@sterlingkerrlaw.com

18 Jennifer Hogan

jennifer@sterlingkerrlaw.com

19 Taylor Simpson

taylor@sterlingkerrlaw.com

20 Melanie Morgan

melanie.morgan@akerman.com

21 Akerman LLP

AkermanLAS@akerman.com

22 Andrea Eshenbaugh - Legal Assistant

aeshenbaugh@kochscow.com

23 John Thomson

johnwthomson@ymail.com

24 Scott Lachman

scott.Lachman@akerman.com

25 Donna Wittig

donna.wittig@akerman.com



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Daniel Scow

dscow@kochscow.com

Scott Lachman

scott.lachman@akerman.com

Lilith Xara

lilith.xara@akerman.com

Nona Tobin

nonatobin@gmail.com

Suzanne Carver

suzanne@sterlingkerrlaw.com

Michelle Soto

jwtlaw@ymail.com

Kerry Faughnan

kfaughnan@kochscow.com