

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

vs.

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

No. 79295

FILED

SEP 04 2019

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER DISMISSING APPEAL IN PART

This is an appeal from a final order granting summary judgment. Appellant Nona Tobin has filed a pro se notice of appeal as an individual. Review of the documents submitted to this court pursuant to NRAP 3(g) reveals a jurisdictional defect. Specifically, the district court specifically stated in the order appealed from that Nona Tobin was not granted leave to intervene as an individual and that her filings in the district court were rogue documents. Accordingly, it appears that Nona Tobin is not a party to this appeal and this court lacks jurisdiction to address her claims as an individual. "[T]his court has jurisdiction to entertain an appeal only where the appeal is brought by an aggrieved party." *Valley Bank of Nev. v. Ginsburg*, 110 Nev. 440, 446, 874 P.2d 729, 734 (1994). Accordingly, this appeal is dismissed as to Nona Tobin in her individual capacity.

The clerk of this court shall remove Ms. Tobin as an individual appellant from the docket to conform to the caption on this order. Ms. Tobin shall remain on the docket and on the caption as trustee of the Gordon B. Hansen Trust, Dated 8/22/08.

It is so ORDERED.¹

Hardesty, J.
Hardesty

Stiglich, J.
Stiglich

Silver, J.
Silver

cc: Hon. Joanna Kishner, District Judge
Mushkin Cica Coppedge
Nona Tobin
Akerman LLP/Las Vegas
Lipson Neilson P.C.
Hong & Hong
Eighth District Court Clerk

¹Ms. Tobin's motion filed on September 4, 2019, is denied as moot.



SUPREME COURT OF NEVADA
OFFICE OF THE CLERK
ELIZABETH A. BROWN, CLERK
201 SOUTH CARSON STREET, SUITE 201
CARSON CITY, NEVADA 89701-4702

Telephone
(775) 684-1600

September 10, 2019

Nona Tobin
2664 Olivia Heights Avenue
Henderson, NV 89052

Re: Tobin vs. Stokes, Supreme Court Case No. 79295

Dear Ms. Tobin:

We are returning, unfiled, the "Proper Person Appellant Nona Tobin's Docketing Statement Civil Appeals" received in this office on September 9, 2019 in the above-entitled matter.

An Order Dismissing Appeal in Part was filed in this case on September 4, 2019. I am enclosing a copy of the decision and the docket sheet for your information.

Sincerely,

D. Richards
Deputy Clerk

Enclosures

RETURNED
UNFILED

SEP 10 2019

IN THE SUPREME COURT OF THE STATE OF NEVADA

ELIZABETH A. BROWN
CLERK OF SUPREME COURT

BY _____
DEPUTY CLERK

INDICATE FULL CAPTION:

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

No. 79295

DOCKETING STATEMENT
CIVIL APPEALS

vs.

JOEL A. STOKES; SANDRA STOKES, as
Trustees of the JULI JACK IRREVOCABLE
TRUST; YUEN K. LEE, an individual,
d/b/a F. BONDURANT, LLC; SUN CITY
ANTHEM COMMUNITY ASSOCIATION, INC.;
and NATIONSTAR MORTGAGE, LLC

GENERAL INFORMATION

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

WARNING

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

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

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



Revised December 2015

RECEIVED
CLERK

FILED

1 Judicial District Eighth

Department 31

County Clark

Judge Joanna Kishner

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

2 Party In Proper Person filing this docketing statement:

NONA TOBIN

Telephone 702-465-2199

Address 2664 OLIVIA HEIGHTS AVE, HENDERSON NV 89052

Client(s) Nona Tobin, An Individual

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

3 Attorney(s) representing respondents(s):

Attorney Joseph Y. Hong

Telephone 702-870-1777

Firm Hong & Hong Law Office

Address 1980 Festival Plaza Drive, Suite 650
Las Vegas, NV 89135

Client(&) Joel & Sandra Stokes Trustees of JimiJack Trust; Yuen Lee dba F. Bondurant, LLC

Attorney David T. Ochoa

Telephone 702-382-1500

Firm Lipson Neilson, PC

Address 9900 Covington Cross Drive, Suite 120
Las Vegas, NV 89144

Client(s) Sun City Anthem Community Association

(List additional counsel on separate sheet if necessary)

4 Nature of disposition below (check all that apply): *continued next page*

- Judgment after bench trial
- Judgment after jury verdict
- Summary judgment
- Default judgment
- Grant/Denial of NRCF 60(b) relief
- Grant/Denial of injunction
- Grant/Denial of declaratory relief
- Review of agency determination
- D Dismissal:
 - Lack of jurisdiction
 - Failure to state a claim
 - Failure to prosecute
 - Other (specify):
- Divorce Decree:
 - Original
 - Modification
- Other disposition (specify): _____

5 Does this appeal raise issues concerning any of the following?

- Child Custody
- Venue
- Termination of parental rights

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

An appeal has been filed on behalf of Nona Tobin as Trustee of the Gordon B. Hansen Trust dated 8/22/08 in the instant matter Case No 79295.

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

A-19-799890-C - filed 8/13/19 to preserve my rights to file a NRS 40.010 quiet title claim prior to the NRS 11.070 statute of limitations of five years from date of sale.
NV Attorney General complaint against Nationstar abuse of process and filing false affidavits AG 2-2019

Administrative proceedings in NRED Case 2017-2057 in conjunction with this case makes me ineligible for the Board.

continued next page

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

See Attached

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

See Attached

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

None of which I am aware.

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

N/A

Yes

No

If not, explain:

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

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

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

A substantial issue of first impression

An issue of public policy

An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

A ballot question

If so, explain:

Unknown. I have retained an attorney to take over the appeal. for Nona Tobin, the individual. When he reviews this docketing statement, I imagine he will request an opportunity to amend to improve on what I have been able to do as a Pro Se.

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

I'll defer to the attorneys.

14. Trial. If this action proceeded to trial, how many days did the trial last? 2 days

Was it a bench or jury trial? Bench

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

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from 6/24/19

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

Orders entered on 4/18/19, 5/31/19 and 6/24/19 were directed explicitly and solely against Tobin in her trustee role, but it is Tobin, the individual, that is aggrieved since the GBH Trust has been insolvent since 2012 and without assets entirely since 3/28/17.

There were no orders entered per NRCP 58(b)(e) from the 4/23/19 unnoticed hearing at which many Pro Se pleadings were declared "rogue" and stricken.

17. Date written notice of entry of judgment or order was served _____

was service by:

Delivery

Mail/electronic/fax

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

the motion for a new trial was declared rogue on 9/3/19 - not heard

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing. *The motion to dismiss per NRS 38.310(2) was also deemed rogue on 9/3/19, both were stricken from the record.*

NRCP 50(b) Date of filing 9/3/19 _____

NRCP 52(b) Date of filing _____

NRCP 59 Date of filing 7/22/19 _____

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

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

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

Was service by:

Delivery

Mail

4/24/19 MVAC Pro Se motion to vacate the 4/17/19 order per NRCP 60(b), was never heard.

19. Date notice of appeal filed 7/24/19 -----

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

7/23/19 Nona Tobin, as Trustee of the Gordon B. Hansen trust, dated, 8/22/08, filed an appeal on 7/23/19,

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

SUBSTANTIVE APPEALABILITY

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

- (a)
- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input type="checkbox"/> Other (specify) _____ | |

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

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

(a) Parties:

See attached

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other:

See attached

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

See attached

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

Yes

No

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

(a) Specify the claims remaining pending below:

None of Nona Tobin's individual claims were adjudicated at trial. All evidence was excluded from the trial. None of the parties at trial had a current recorded interest so the trial did nothing to reduce the dispute over the title, unjust enrichment, fraudulent conveyance, breach of contract (SCA and Tobin are bound parties under the CC&Rs.

(b) Specify the parties remaining below:

See attached

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

Yes

No No. That was one of the grounds for the stricken motion for a new trial.

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

Yes

No

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

I am aggrieved (NRAP 3(a)) by the orders that were against an insolvent trust but that injure me personally and I was prevented from asserting my legitimate NRS 40.010 claims by misconduct of opposing parties who went to great lengths to make sure the Court's decision was based on zero evidence. If this appeal is not the correct avenue, I will proceed with case A-19-799890-C that was timely filed without the problem of claims preclusion or res judicata.

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

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

(b) Specify the parties remaining below:

See attached

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

Yes

No. No. That was one of the grounds for the stricken motion for a new trial.

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

Yes

No

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

I am aggrieved (NRAP 3(a)) by the orders that were against an insolvent trust but that injure me personally and i was prevented from asserting my legitimate NRS 40.010 claims by misconduct of opposing parties who went to great lengths to make sure the Court's decision was based on zero evidence. If this appeal is not the correct avenue, I will proceed with case A-19-799890-C that was timely filed without the problem of claims preclusion or res judicata.

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

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

VERIFICATION

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

Nona Tobin
Name of appellant

In Proper Person
Name of counsel of record

9/7/19
Date

Nona Tobin
Signature of counsel of record

Clark County NV
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 7th day of Septembr, 2019, I served a copy of this completed docketing statement upon all counsel of record:

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

Joseph Hong
1980 Festival Plaza Drive, Suite 650
Las Vegas, NV 89135

David Ochoa
Lipson Neilson PC
900 Covington Cross Drive
Las Vegas NV 89144

Melanie Morgan
Akerman LLP
1635 Village Center Circle, Suite 200
Las Vegas NV 89134

L. Joe Coppedge
Mushkin & Coppedge
4495 S. Pecos Road
Las Vegas 89121

Dated this 7th day of Sept., 2019

Nona Tobin
Signature

Question 4 – Nature of the Disposition continued

- a. 6/24/19 Judgment after bench trial that excluded Nona Tobin, an individual, from being a party
- b. 8/9/17 and 4/17/19 Summary Judgment – both granted when material disputed facts existed
- c. 4/24/19 Motion to Vacate per NRC 60(b) filed by Tobin as a Pro Se– not declared rogue, but not heard)
- d. 2/20/19 stipulation and order for dismissal (procedural manipulation by Nationstar)
- e. 5/31/19 denying motion to reconsider
- f. 5/31/19 stipulation and order granting NSM and Jimijack a win before the trial by circumventing the judicial system
- g. 9/20/17 Dismissal of Tobin’s individual and as trustee, claims, except quiet title, pending completion of NRS 38.310(1) mediation, misrepresented in 6/24/19 order to obfuscate that only Tobin was compliant
- h. 6/16/15, 1/11/16, 6/2/16 , 3/13/17 Lee, 3/13/17 JJ, 3/25/17 JJ, - failure to state a claim (neither Jimijack/Lee nor Nationstar ever filed a claim against the HOA or against Nona Tobin and yet the Court deemed the sale was valid to extinguish Tobin’s title interests, but did not extinguish the deed of trust that NSM cannot prove it owns)
- i. 7/22/19 MNTR per rule 54(b) and 59a1A,B,C,F – Tobin Pro Se motion declared rogue on 9/3/19 as it was filed by Tobin as a Pro Se after her counsel of record was not permitted to withdraw

Lack of jurisdiction per NRS 38.310(2)

- j. 7/29/19 MDSM per 38.310(2) - Tobin Pro Se motion declared rogue on 9/3/19 (transcript)
- k. 8/26/19 proposed FFCO per 38.310(2) could have been signed per EDCR 2.23(b) as no opposition filed but was declared rogue on 9/3/19 (transcript)

Question 6 – Other Proceedings Continued

1. A-19-799890-C – filed 8/7/19 to preserve my rights to timely assert a NRS 40.010 claim prior to the NRS 11.070 deadline if this appeal is not the correct avenue of redress.
2. AG 2-2019 – filed 3/14/19 against Nationstar for recording false claims against title, abuse of this HOA foreclosure dispute as a means to evade meeting the standards of NRS 107, as amended by AB284(2011)
3. NRED 2017-2057 against SCA for 9/7/17 three notarized Intervention Affidavits 1) unlawfully removing me from my elected Board seat for being a party to this civil action, 2) interference with the 2017 recall election process by removing me from the Board and as Board liaison to the Election Committee, 3) harassment and retaliation. A Form 514a against the GM/CAM, submitted on 9/2/17 to NRED for working without management agreements, concealing and falsifying records is allegedly still pending.
4. SCA attorney/debt collector Clarkson has issued orders on 8/24/17, 2/9/18 and 2/12/19 that abridge my rights as an owner in good standing for 15 years to participate in the democratic processes of the HOA as long as I am a party to this civil action and until all appeals have been exhausted.
5. NRED's 8/8/18 response closed the matter administratively.

Question 8 – Nature of the Action

Nona Tobin, an individual, concurs with co-appellant, Nona Tobin, as trustee of the Gordon B. Hansen Trust, dated 8/22/08, that the HOA sale was void as it was statutorily non-compliant and the HOA filed to provide the notice and due process that is mandated by the governing documents.

See table of statutory violations below.

Where the individual's claims differ from those of the trustee is to the extent that the individual was excluded as a party in the final judgment (6/24/19 NEFF) and many Pro Se pleadings that would have changed the outcome of the case were excluded by bench orders on 4/23/19 (transcript), 6/3/19 (transcript), and 9/3/19 (transcript).

Additionally, the individual is aggrieved by Sun City Anthem's refusal to allow her claims to be heard on their merits, refusing to provide her with ADR mandated by SCA CC&Rs XVI, refusing Tobin's offer (3/22/17) that would have avoided litigation entirely, forcing her to litigate at great expense, and then retaliating against her for being a party to this civil action by demands for attorney fees, moving (3/22/17) to strike her Pro Se pleadings *ad initio*, moving (8/8/19) to expunge her Lis Pendens when SCA has no interest in the title, and for a vexatious litigant order when Tobin has never filed a claim that would injure SCA in any way.

2013 NRS	Provision	Undisputed facts
31116	Super-priority	5/9/13 Miles Bauer tendered \$825 that SCA agents rejected
116A.640 (8)	Can't apply assessment payment to other fees or charges	10/3/12 "check for HOA dues" was applied on 10/18/12 by RRFS as partial payment; 11/9/12 applied as "RRFS collection payment" in Resident Transaction Report
116A.640(9)	Can't refuse an owner's payment	5/9/13 rejection of BANA tender was when only nine months were delinquent as of 4/30/13

		5/28/14 NS \$1100 offer rejected as if it was an owner request for waiver
116A.640(10)	Can't pay CAM what's not in contract	Charged \$150 "Management Collection fee", albeit reversed it was there while they were beginning to compound 'collection costs'; Managing agent FSR (fka RMI) held the NRS 649 debt collection license dba Red Rock Financial Services (RRFS)
31162 (4)	Can't file a notice of intent to lien "or take any other action to collect prior to "60 days after the obligation becomes due". Must provide schedule of fees, proposed repayment plan, right to hearing by BOD + procedures	7/30/12 was date "obligation was past due" for quarter ending 9/30/12 10/3/12 check 143 for \$300 submitted & ID'd as "check for HOA dues" to pay \$275 assessments and \$25 late fee 12/14/12 lien recorded with no prior notice for \$925.76 No schedule of fees, repay plan, or hearing provided ever. No exception in the law as claimed by SCA
311365	NOS - publish 3 times. Date & time & place of sale, mail certified to owner,	2/12/14 sale complied with 311635, but was cancelled by notice to Ombudsman on 5/15/14. No new compliant NOS was published prior to the 8/15/14 sale. All parties with a known interest (the owner, the listing agent, the servicing bank, all SCA members and BFPVs whose FMV offers had been rejected by the lender) were explicitly excluded from notice of the sale and were given no notice after it was sold
311365(2b3)	Give NOS to OMB	No 2 nd NOS
31164(3)(b)	Deliver copy of foreclosure deed within 30 days after sale	8/15/14 sale was held without having a 2 nd NOS and without giving the OMB the foreclosure deed EVER All parties with a known interest (the owner, the listing agent, the servicing bank, all SCA members and BFPVs whose FMV offers had been rejected by the lender) were not given any notice after the property was sold
31164(3)(c)	Manner in which proceeds of sale are to be distributed	Steve Scow said on 11/30/18 that the funds were in Scow & Koch's RRFS trust fund for RRFS. SCA000224 disclosed a \$57,282 check, dated 8/27/14, to Clark County District Court. In 2014, RRFS misled Tobin so she could not submit a claim for the proceeds through interpleader. Tobin has been prevented from making the claim that she is entitled to the proceeds because NSM is not entitled to them as NSM's claims to be the beneficial owner of the Western Thrift deed of trust are provably false.
1113	Obligation of good faith	SCA did not act in good faith by not providing the owner protections that are in the law and in the deed restrictions, by not complying with the requirements for taking valid corporate actions, and making all the decisions leading up to the sale of the property in unnotified, closed meetings and without giving the owner an opportunity to prevent the sale.

3102 (3)(4)	Enforcement must be prudent, not arbitrary and capricious	BOD abdicated to financially conflicted agents, allowing non-uniform enforcement and unjust enrichment of the agents
3103	BOD and agents are fiduciaries, business judgment rule, duty bound to act solely and exclusive in the best interest of the HOA	<p>Not good business judgment to let agents be enriched by usurping the policy authority and duties the Board is prohibited from delegating.</p> <p>It is not in the best interests of the HOA for the Board to allow agents to give higher priority to their own business interests than to the interests of the SCA membership given that the HOA a mutual-benefit association that exists solely to protect the common good (common areas and general property values) of the homeowners.</p> <p>SCA agents have no statutory or contractual authority independent of the association.</p> <p>The Association owes no duty to its agents.</p> <p>interests of owners must be higher priority than those of agents or others</p>
31031 CC&Rs 7.4 Bylaws 3.26	Limits on BOD power to impose sanctions – must provide Notice of violation Notice of hearing and procedures Notice of sanction & chance to appeal Notice of appeal hearing procedures Appeal	<p>SCA alleged it sent a 9/20/12 notice of hearing for proposed sanction of suspension of membership privileges, but there was no hearing and no notice of sanctions alleged.</p> <p>None of these notice requirements were met No Notice of violation (also no quarterly delinquency report as required by SCA bylaws 3.21(f)(v)) No Notice of hearing and procedures No Notice of sanction & chance to appeal No Notice of appeal hearing procedures No Appeal hearing held</p> <p>Check 143 for \$300 was submitted on 10/3/12 to pay \$275 assessments through 9/30/12 plus \$25 late fee authorized (SCA170).</p> <p>RRFS credited \$300 on 10/18/12 to unauthorized fees instead of to cure the delinquency as the owner stated was her intention.</p>
310313	An HOA can charge reasonable fees to collect; this provision applies equally to an HOA agent	<p>RRFS claims to have independent authority to charge fees unlimited by this provision.</p> <p>SCA BOD has abdicated to that view and memorialized it in SCA Delinquent Assessment Policy (SCA000168-175).</p>
116.3106(d)	HOA must define in its bylaw which of BODs duties SHALL not be delegated	5/14/08 restrictions on Board delegation of policy-making authorities and certain duties were adopted as specified in SCA bylaws 3.20/3.18abefgi but SCA Board has abdicated to agents anyway. To management and attorneys that have dual roles and other financial conflicts
Bylaws 3.18a, b, e, f, g, i	Can't delegate(a) budget (b) levying or collecting assessments, (e) deposit in approved institutions for HOA's behalf, (f)	Board hasn't delegated levying assessments, but totally abdicated the collection and foreclosure process, allowing total proprietary control to financially-conflicted agents, including no financial control, audit or signatory access to accounts and no independent records that the sale even occurred or that the alleged buyer was ever an owner or that any amount of money was collected or what

	making/amending use rules, (g) opening bank accounts and controlling signatories, (i) enforcing governing documents	happened to the money, let alone accepting any responsibility for whether the proceeds from the sale were distributed according to statute or stolen
31083	Defines requirements for meetings of the BOD -with four defined exceptions are open to owners ((9) minutes must list all items to be discussed/acted on	No notice to the membership when any decision to foreclose a particular property was made. The Board meets in closed session to discuss and act on topics outside the four permissible ones.
	6) agenda must clearly describe topics	This property was never on any Board agenda for any reason.
	(9) minutes must include date, time and place of meeting; directors present, substance of matters discussed, record of vote, owners' comment	Nothing in any minutes indicate the SCA Board authorized this property to be sold. No Board vote on record related to this property at all.
31065	Rules must be uniformly enforced or not at all	SCA asserts that foreclosure is a statutory right that is exempt from the notice and due process requirements of NRS 116.31031 and CC&Rs 7.4. Tobin asserts that there is no exception in the law that exempts an HOA from providing all of the notice and due process delineated in NRS 116.31031 and CC&Rs 7.4 when the proposed sanction for an alleged violation of the governing documents of delinquent assessments is the permanent revocation of membership privileges and loss of 100% of the owner's title rights
31175	Owners have access to all BOD agendas, minutes, all HOA records (with statutorily-defined exceptions), contracts, court filings if HOA is a party, bylaws expand this to require a member-available violation log for sanctions without owner names except for delinquent assessments which must be reported quarterly by name	SCA did not put provide any agenda that specified any proposed action to sanction the owner of 2763 white Sage for delinquent assessments. SCA did not provide any minutes of meetings where those actions are taken and does not allow access to court records or contracts so they allow people to basically steal. There is no record of which houses are taken and sold or where the money went SCA withheld compliance records requested in 2016 unless they received a request from the court. SCA withheld all minutes of Board meetings at which the owner or the property or Nona Tobin were discussed or actions taken to impose sanctions SCA withheld all the documents requested in discovery. SCA withheld reports given to the Ombudsman and told Tobin she had to obtain them from the Ombudsman. Then, SCA told the court that the red Rock foreclosure file was SCA's official record, and the Ombudsman's compliance records were inadmissible.

<p><u>NRS</u> <u>116.31085(4)</u></p>	<p>BOD SHALL meet in exec session to hold a hearing on an alleged violation of the governing documents unless the person who is about to be sanctioned requests an open hearing by the BOD. If the person requests in writing that an open hearing be conducted</p>	<p>No hearing was ever provided because no notice was ever given to the owner that the Board intended to impose a sanction of permanent revocation of membership privileges by selling the house.</p> <p>SCA alleges that it offered on 9/20/12 a hearing scheduled for 10/8/12 prior to the imposition of a sanction of the temporary loss of membership privileges because, as of 9/20/12, the \$275 assessment payment for the quarter ending 9/30/12 had not yet been received.</p>
<p><u>NRS</u> <u>116.31085(4a)</u></p>	<p>Owner who is being sanctioned for an alleged violation is entitled to attend all portions of the Board hearing, including the presentation of evidence and the testimony of witnesses</p>	<p>No notice to attend</p>
<p><u>NRS</u> <u>116.31085(4b)</u></p>	<p>Owner is entitled to due process which must include without limitation the right to counsel, right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel (BOD)</p>	<p>No due process provided</p>
<p><u>NRS</u> <u>116.31085(5)</u></p>	<p>subsection 4 establishes the MINIMUM protections the BOD must provide before it makes a decision</p>	<p>SCA didn't provide the minimum protections</p>
<p><u>NRS</u> <u>116.31085(6f)</u></p>	<p>any matter discussed in exec session must be noted briefly in the minutes of the Executive Board. The Board shall maintain minutes of any decision related to subsection concerning the alleged violation and upon request shall provide a copy of the decision to the owner subject to being sanctioned or rep</p>	<p>Never gave info that could be considered actual or constructive notice</p>
<p><u>NRS</u> <u>116.31087(1)</u></p>	<p>right of owners to place allegation of violations of NRS 116 or the governing documents if</p>	<p>Blocked me multiple times from telling the BOD that their agents were stealing. Told me I have to get a court order to even see the records about the sanctions they took sanctioning for dead trees at the property</p>

	they give a written request to the BOD	
<u>NRS 116.31087(2)</u>	Board has 10 business days to place on next regular BOD meeting	Didn't do it
<u>NRS 116A.640(8)</u>	Intentionally apply a payment of an assessment from a unit's owner towards any fine, fee or other charge that is due.	Did this to start and by compounding unauthorized fees continued collections up to foreclosure
NRS 116A.640(9)	Refuse to accept from a unit's owner payment of any assessment, fine, fee or other charge that is due because there is an outstanding payment due.	RRFS refused BANA's 5/9/13 tender of \$825. RRFS did not present Nationstar's \$1100 offer to close the escrow opened on 5/8/14 on the \$350,000 www.auction.com sale (SCA000302)
NRS 116A.640(10)	Collect any fees or other charges from a client not specified in the management agreement.	9/13/12 \$150 mgt collection costs and 12/14/12 lien included \$617.76 unnecessary, unauthorized and unearned fees 8/21/14 (SCA000224) \$57,282.32 excess proceeds not distributed per NRS 116.31164 and retained in proprietary accounts instead of under the signatory control of the SCA Board (SCA bylaws 3.18;

Issues of law

- a. Requirements for a valid Board action See analysis of meeting laws.
- b. Whether foreclosure is a statutory right or is it the ultimate sanction for an alleged violation of the governing documents.
- c. Whether there is a carve out of NRS 116.31031 and SCA CC&Rs 7.4 that exempts the Board from compliance once an account has been sent to collections and foreclosures from
- d. Whether strict or general compliance is the standard for compliance with the bylaws prohibitions against the Board taking delegating certain policy making authority or certain duties to a manager or other agent.
- e. Does the HOA owe a greater duty to an owner, as a Bound party, than to third parties, like banks or speculators?
- f. Prevention of retaliation by HOA when an owner makes a claim

Question 9: Issues on Appeal

1. Did the Court err in failing to conduct an evidentiary hearing as required by NRS 40.110 prior to the issuance (but no entry of order per NRC 58(b)(e)) of the 10/16/15 JDDF judgment of default against BANA “and its assignees”?
2. Did this 2015 failure precipitate a chain of errors that resulted in title being quieted to undeserving parties?
3. Did the Court err in not requiring evidence to support Plaintiff Jimijack’s title claim? (Jimijack’s only recorded claim, a 6/9/15 recorded deed is legally insufficient and fraught with notarial errors; it does not have an admissible deed per NRS 111.345. See Tobin 1/11/17 DECL re notary issues)
4. Did the Court err by giving Nationstar standing to be a party in this case when Nationstar has not introduced any evidence that supports its claims and much that doesn’t support them at all. For example:
 - a. See BATES list of disclosures 3/12/19 NSM SDIS that show nothing in Nationstar’s disclosures support its claims of ownership or its standing to be a party in this case.
 - b. NSM0145-NSM0161 7/22/04 Western Thrift Deed of Trust, executed 7/15/04
 - c. NSM0167-NSM0168 BANA assignment of DOT to BANA
 - d. NSM0178-NSM0179 9/9/14 BANA assigned its interest to Wells Fargo, effective 8/21/14
 - e. NSM0180-NSM0181 12/1/14 NSM, as if BANA, re-assigned BANA’s interest to NSM
 - f. NSM0258-NSM 0260 Copy of 7/15/04 Gordon B. Hansen Promissory Note¹
 - g. NSM0404- NSM0406 2/25/19 Rescission of 12/1/14 recorded assignment
 - h. NSM0407- NSM0408 2/25/19 NSM, as if Wells Fargo, assignment to NSM
 - i. NSM0409- NSM0411 3/8/19 recorded 2/25/19 Rescission of 12/1/14 assignment
 - j. NSM0411- NSM0413 2/25/19 NSM, as if Wells Fargo, assignment to NSM
5. Did the Court err by allowing Jimijack and Nationstar to make changes to title material to the dispute without fully adjudicating all the asserted claims per NRS 30.060, to wit:
 - a. February 25, 2019 Nationstar Corporate Assignment of the Deed of Trust, recorded on March 8, 2019
 - b. May 1, 2019 Quit claim deed removing the property from the Jimijack Irrevocable Trust

¹ Original promissory note is required per NRS 52.235.

- c. May 21, 2019 Joel Stokes Civic Financial Services LLC Deed of Trust, recorded May 23, 2019
 - d. June 3, 2019 Nationstar substitution of trustee/reconveyance of the Western Thrift Deed of Trust.
 - e. June 4, 2019 Deed of Trust/Agreement assignment to HMC Assets LLC
 - f. July 17, 2019 Assignment of deed of trust to Morgan Stanley Mortgage Capital Holdings
 - g. July 24, 2019 entry of the 6/24/19 order
6. Did the Court err by retaining jurisdiction, despite the mandate of NRS 38.310(2) and providing relief to parties who were non-compliant with NRS 38.310?
7. Did the court err by striking from the record the following Tobin's Pro Se filings because her attorney of record had not withdrawn or because she was misled by opposing counsels at the 4/23/19 hearing held ex-parte because two notices (4/15/19 and 4/22/19) were served that the hearing was continued to 5/7/19?
- a. 8/27/19 OPPC Opposition to Counterdefendants "Response" and countermotions to strike Tobin's motions and for attorneys' fees and to SCA joinder to Jimijack's response and additional countermotions for vexatious litigant order and to expunge Tobin Lis Pendens and Tobin counter-motion for an order to show cause why sanctions should not be imposed
 - b. 8/26/19 FFCO Proposed Findings of Fact Conclusions of Law and Order to grant unopposed motion to dismiss per NRS 38.310(2)
 - c. 8/20/19 DECL Tobin declaration in opposition to Sun City Anthem's motion for \$34,000+ attorneys' fees against the insolvent GBH Trust
 - d. 8/7/19 NOLP Notice of Lis Pendens
 - e. 7/29/19 MDSM motion to dismiss per NRS 38.310(2)
 - f. 7/26/19 NOTC Tobin/GBH Trust notice of completion of mediation
 - g. 7/22/19 MNTR per 54(b) and 59(a)(1)(A)(B)(C)(F) motion for a new trial
 - h. 7/2/19 RPLY to Jimijack/Lee's opposition to my motion to intervene
 - i. 7/1/19 RIS reply in support of the Coppedge motion to withdraw as counsel for Tobin the individual
 - j. 6/21/19 DECL Tobin 6/20/19 and 6/21/19 declarations in support of 6/17/19 motion to intervene as an individual
 - k. 6/17/19 MINV Tobin motion to intervene as an individual after being excluded from the 6/5/19-6/6/19 trial

- l. 4/24/19 MVAC motion to vacate the 4/17/19 order, entered 4/18/19, per NRC 60 (b) as neither Sun City Anthem's motion for summary judgment nor Nationstar's joinder thereto were supported by EDCR 2.21-compliant affidavits and both were unwarranted and filed for improper purposes
- m. 4/17/19 RPLY reply to support Tobin motion for summary judgment against Jimijack and to oppose Nationstar's MSJ against Jimijack
- n. 4/12/19 OPPC opposition to NSM's MSJ vs. Jimijack and Tobin counter-MSJ
- o. 4/12/19 NOTC notice of completion of mediation
- p. 4/12/19 NOTA notice of (re) appearance in proper person
- q. 4/10/19 OPPC NSM MSJ vs Jimijack
- r. 4/9/19 NOTC
- s. 4/9/19 NOTA

8.

21(b). Authority for Appeal.

The order granting Sun City Anthem Community Association's motion for summary judgment was entered on April 18, 2019. It became a final judgment under NRAP 3A(b)(1) upon the entry of Order on Findings of Fact, Conclusions of Law filed on June 24, 2019. Tobin, as an individual, appeals from the district court's order granting Sun City Anthem Community Association's motion for summary judgment entered on April 18, 2019; the Order Denying Motion for Reconsideration filed on May 31, 2019 and the district court's Order on Findings of Fact, Conclusions of Law filed on June 24, 2019, Notice of Entry of which was also filed on June 24, 2019.

(b)2 The denial of Tobin's 7/22/19 Pro Se motion for a new trial

22. Parties were changed by 3/7/19 stipulation and order to reform the caption.

1. Jimijack was removed from its Plaintiff role by stipulation as it had never served Sun city Anthem, but Jimijack's 6/16/15 claims for failure to serve SCA within 120 days in 2015 should have been dismissed per NRCP 4(e)(2).
2. An amended order to reform the caption entered on 3/12/19.
3. Nona Tobin was still identified as a party until 5/29/19 (minutes).
4. 6/3/19 calendar call (minutes) was the oral pronouncement of which parties would be at trial.
5. 6/5/19 and 6/6/19 trial minutes show the Court again emphasizing Tobin as an individual was not a party.
6. 6/24/19 ordered the removal of Tobin as an individual.

Question 23 – What are the parties' claims?

Nona Tobin's individual claims include:

2/1/17 AACC vs. Jimijack – quiet title and equitable relief, unjust enrichment, fraudulent conveyance, civil conspiracy, and preliminary and permanent injunctions. Jimijack did not have any counterclaims against Tobin.

1/31/17 CRCM vs. Sun City Anthem – quiet title and equitable relief, due process and failure to comply with governing documents, fraudulent concealment, civil conspiracy, unjust enrichment, breach of contract. SCA had no counter-claims against Tobin

3/3/17 motion to void the sale for statutory non-compliance that was withdrawn pending completion of mediation

2/1/17 CRCM vs Yuen k. Lee dba manager F. Bondurant LLC - quiet title and equitable relief, unjust enrichment, fraudulent conveyance, civil conspiracy. Lee did not have any counterclaims against Tobin.

Nationstar

Nationstar's only filed claims were against Opportunity Homes on 1/11/16 for quiet title per NRS 40.010 and NRS 30.010 et seq, unjust enrichment and preliminary and permanent injunctions.

In 6/2/16 AACC vs. JJ NSM added OpHomes and Lee as co-defendants with Jimijack, but did not serve them. None of them ever answered. Nationstar explicitly did not name the HOA that was the proper party to provide the relief of invalidating the HOA sale.

Nationstar did not ever name Tobin or file any claims against Tobin except the 2/12/19 Joinder that was designed to manipulate the process to extinguish Tobin's interest and creating it for Nationstar out of thin air.

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellants,

vs.

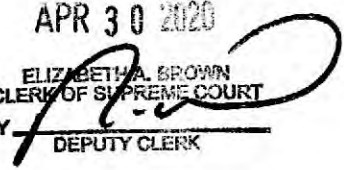
JOEL A. STOKES; SANDRA F.
STOKES, AS TRUSTEE OF THE
JIMI JACK IRREVOCABLE TRUST;
YUEN K. LEE, AN INDIVIDUAL, D/B/A
MANAGER; F. BONDURANT, LLC;
SUN CITY ANTHEM COMMUNITY
ASSOCIATION, INC.; AND
NATIONSTAR MORTGAGE, LLC,

Respondents.

No. 79295

FILED

APR 30 2020

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

ORDER

On September 4, 2019, this court entered an order dismissing this appeal as to appellant Nona Tobin in her individual capacity. On October 11, 2019, attorney John W. Thomson made an appearance as counsel for Ms. Tobin, and subsequently filed an amended notice of appeal on Ms. Tobin's behalf. This court entered an order to show cause directing counsel to demonstrate Ms. Tobin's eligibility to proceed in her individual capacity. Counsel has responded, and respondents have filed a reply.

Having considered the arguments of the parties, this court confirms that Nona Tobin has not been granted leave to intervene as an individual and her filings in the district court were stricken as rogue documents. Nona Tobin is not a party to this appeal and this court lacks jurisdiction to address her claims as an individual. "[T]his court has jurisdiction to entertain an appeal only where the appeal is brought by an aggrieved party." *Valley Bank of Nev. v. Ginsburg*, 110 Nev. 440, 446, 874

P.2d 729, 734 (1994). Accordingly, this appeal remains dismissed as to Nona Tobin in her individual capacity.

The briefing schedule is reinstated as follows. Respondents shall have 30 days from the date of this order to file and serve the answering brief. Thereafter, briefing shall proceed in accordance with NRAP 31(a)(1).

It is so ORDERED.



Gibbons


_____, J.
Stiglich


_____, J.
Silver

cc: Thomson Law PC
Mushkin & Coppedge
Akerman LLP/Las Vegas
Lipson Neilson P.C.
Hong & Hong

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

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

JOEL A. STOKES AND SANDRA F.
STOKES, AS TRUSTEES OF THE
JIMI JACK IRREVOCABLE TRUST;
YUEN K. LEE, AN INDIVIDUAL, D/B/A
MANAGER, F. BONDURANT, LLC;
SUN CITY ANTHEM COMMUNITY
ASSOCIATION, INC.; AND
NATIONSTAR MORTGAGE, LLC,
Respondents.¹

No. 79295-COA

FILED

APR 12 2021

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER OF AFFIRMANCE

Nona Tobin, as trustee of the Gordon B. Hansen Trust, dated 8/22/08 (the Hansen Trust), appeals from the final judgment in a quiet title, tort, and contract action. Eighth Judicial District Court, Clark County; Joanna Kishner, Judge.

The Hansen Trust owned a property that was the subject of an NRS Chapter 116 foreclosure sale. Following the sale, the underlying litigation ensued between the beneficiary of the deed of trust, respondent Nationstar Mortgage, LLC (Nationstar); the governing homeowners association, respondent Sun City Anthem Community Association, Inc. (Sun City); the successor in interest to the purchaser at the foreclosure sale, respondent Yuen K. Lee, d/b/a F. Bondurant, LLC (Lee); and Lee's

¹We direct the clerk of the court to amend the caption for this case to conform to the caption on this order.

successors in interest, respondents Joel A. Stokes and Sandra F. Stokes, as trustees of the Jimijack Irrevocable Trust (the Jimijack Trust). The Hansen Trust then intervened in the underlying proceeding, presenting quiet title, contract, and tort claims, which were based on its allegations that the foreclosure sale was invalid because Sun City miscalculated its lien amount and did not provide sufficient notice of the foreclosure sale.

The majority of the Hansen Trust's claims against Sun City were eventually dismissed pursuant to a stipulation between the parties, and Sun City then moved for summary judgment on the Hansen Trust's only remaining claim against it, which sought to quiet title in the property.² Over the Hansen Trust's opposition, the district court granted Sun City's motion, finding that it complied with the relevant processes and procedures before foreclosing on the Hansen Trust's property. The Hansen Trust then moved for reconsideration, but the district court denied the motion, reasoning that the Hansen Trust failed to present any new evidence that was not previously obtainable in the exercise of due diligence or to otherwise demonstrate that the summary judgment was clearly erroneous. See *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) ("A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous.").

²Insofar as Sun City's motion stood for the proposition that the HOA conducted a valid foreclosure sale on the subpriority portion of its lien, Nationstar joined the motion. But in discussing the motion, we only reference Sun City because the Hansen Trust did not assert any claims against Nationstar during the underlying proceeding, and Nationstar did not present any independent arguments with respect to whether summary judgment was warranted.

The remaining unresolved claims in the underlying proceeding, which were the Hansen Trust's claims against Lee and the Jimijack Trust, eventually proceeded to a bench trial. Following the trial, the district court determined that each of the Hansen Trust's claims against Lee and the Jimijack Trust were based on its challenge to the validity of the foreclosure sale. But the district court further reasoned that it had already rejected the allegations underlying that challenge when it granted Sun City's motion for summary judgment. As a result, the district court concluded that the Hansen Trust's claims against Lee and the Jimijack Trust failed, and the court therefore entered judgment against the Hansen Trust. This appeal followed.

This court reviews a district court's order granting summary judgment de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Summary judgment is proper if the pleadings and all other evidence on file demonstrate that no genuine issue of material fact exists and that the moving party is entitled to judgment as a matter of law. *Id.* When deciding a summary judgment motion, all evidence must be viewed in a light most favorable to the nonmoving party. *Id.* General allegations and conclusory statements do not create genuine issues of fact. *Id.* at 731, 121 P.3d at 1030-31.

On appeal, the Hansen Trust initially challenges the summary judgment against it on its quiet title claim by disputing Sun City's calculation of its delinquency. But insofar as the Hansen Trust focuses on its overall delinquency, which is what Sun City's account statements and foreclosure notices purported to reflect, this assertion is misdirected since a homeowners' association's (HOA) lien does not necessarily include all of a homeowner's delinquent obligations. *See* NRS 116.3116(1) (providing that

an HOA has a lien for, as relevant here, assessments and certain other statutorily authorized “penalties, fees, charges, late charges, fines and interest”).³ Thus, with respect to the Hansen Trust’s delinquent obligations, the question before us is whether the Hansen Trust was continuously in default on obligations that were properly included in Sun City’s lien from the date that the underlying notice of delinquent assessment lien was recorded to the date of the foreclosure sale.

Indeed, if this was not the case, then Sun City could not properly proceed to foreclose. *See Bank of Am., N.A. v. SFR Invs. Pool 1, LLC*, 134 Nev. 604, 612, 427 P.3d 113, 121 (2018) (holding that a foreclosure sale on a lien is void where that lien has been satisfied prior to the sale “as the lien is no longer in default”); *Prop. Plus Invs., LLC v. Mortg. Elec. Registration Sys., Inc.*, 133 Nev. 462, 466-67, 401 P.3d 728, 731-32 (2017) (concluding that NRS 116.3116 does not limit an HOA to one lien enforcement action, but explaining that when an HOA’s lien is rescinded or satisfied, it must restart the foreclosure process to enforce a subsequent lien); *see also SFR Invs. Pool 1, LLC v. U.S. Bank, N.A.*, 130 Nev. 742, 746, 334 P.3d 408, 411 (2014) (providing that a notice of delinquent assessment lien initiates NRS Chapter 116 foreclosure proceedings). But even assuming that Sun City misapplied a payment, rejected Nationstar’s attempts to tender, and included erroneous charges in its lien as the Hansen Trust argues, the Hansen Trust has failed to establish the existence of a genuine issue of material fact that precluded summary judgment, *see Wood*, 121 Nev. at 729, 121 P.3d at 1029, as the record reflects that the Hansen

³NRS 116.3116 has been amended and renumbered numerous times. For clarity, we cite to the pre-2015 version of the statute, which was the version in effect when the underlying foreclosure sale occurred.

Trust was in default on obligations that were properly included in Sun City's lien—most notably its quarterly assessments—throughout the underlying foreclosure proceedings.

The Hansen Trust next challenges the summary judgment for Sun City by disputing whether Sun City complied with various notice requirements before foreclosing. For example, Sun City asserts that the Hansen Trust failed to comply with NRS 116.31162(4), which currently requires HOAs to provide certain information, such as a proposed repayment plan, before mailing a notice of delinquent assessment lien or taking any other action to collect a past due obligation. But the Nevada Legislature added this requirement to NRS Chapter 116 when it passed Senate Bill 280 in 2013, and the amendment did not become effective until October 1 of that year. *See* 2013 Nev. Stat., ch. 552, § 8, at 3789-90; NRS 218D.330(1) (“Each law . . . passed by the Legislature becomes effective on October 1 following its passage, unless the law . . . specifically prescribes a different effective date.”). And because Sun City mailed its notice of delinquent assessment lien approximately ten months earlier, relief is unwarranted with respect to this issue.

The Hansen Trust also contends that Sun City violated section 7.4 of its covenants, conditions, and restrictions (CC&Rs) insofar as that section requires Sun City to provide various notices and satisfy other procedural requirements before imposing sanctions for violations of its governing documents. But section 8.8 of Sun City's CC&Rs separately addresses the HOA's authority to foreclose, explaining that it automatically has a lien on delinquent assessments under NRS Chapter 116 and that it may enforce such liens in the manner prescribed by that statute. And our

review of the record reflects that Sun City mailed and recorded the required foreclosure notices in the manner prescribed by NRS 116.31162.⁴

Nevertheless, the Hansen Trust contends that Sun City rescinded its notice of sale before proceeding with the foreclosure based on a report that it obtained from the Real Estate Division of the Nevada Department of Business in Industry. But the district court concluded that it could not consider the report in evaluating Sun City's motion for summary judgment because the Hansen Trust failed to submit an authenticated copy with its opposition to the motion. *See Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 603, 172 P.3d 131, 134 (2007) (“[I]n order to defeat summary judgment, the nonmoving party must transcend the pleadings and, by affidavit or other admissible evidence, introduce specific facts that show a genuine issue of material fact.”). And because the Hansen Trust does not address the propriety of the district court's decision in this regard on appeal, it waived any challenge to that determination. *See Powell v. Liberty Mut. Fire Ins. Co.*, 127 Nev. 156, 161 n.3, 252 P.3d 668, 672 n.3 (2011) (providing that arguments not raised on appeal are deemed waived). Thus, given the foregoing, we conclude that the Hansen Trust failed to demonstrate that a genuine issue of material fact remained with respect to whether Sun City provided sufficient notice before foreclosing. *See Wood*, 121 Nev. at 729, 121 P.3d at 1029.

⁴To the extent that the Hansen Trust contends that the notices themselves were defective because Sun City miscalculated the lien amounts stated therein, its contention fails for the reason stated above. Moreover, the Hansen Trust's assertion that Sun City's notice of sale was based on a notice of default that was recorded on March 12, 2013, and later rescinded is factually incorrect. Indeed, Sun City's notice of sale expressly references its notice of default that was recorded on April 8, 2013, and nothing in the record indicates that the April 8 notice of default was ever rescinded.

The Hansen Trust's final challenge to the summary judgment against it is that the district court should have set the foreclosure sale aside in equity based on fraud, unfairness, or oppression. *See Nationstar Mortg., LLC v. Saticoy Bay LLC Series 2227 Shadow Canyon*, 133 Nev. 740, 747-50, 405 P.3d 641, 647-49 (2017) (reaffirming that inadequate price alone is insufficient to set aside a foreclosure sale absent evidence of "fraud, unfairness, or oppression"). But in seeking to establish fraud, unfairness, or oppression, the Hansen Trust generally relies on the arguments that we addressed and rejected above. And regardless, the Hansen Trust does not make any effort to demonstrate that any of the alleged irregularities in the present case affected the foreclosure sale. *See id.* at 749-50, 405 P.3d at 648-49 (explaining that a foreclosure sale cannot be set aside in equity unless it was affected by the alleged fraud, unfairness, or oppression); *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (noting that the appellate courts need not consider claims unsupported by cogent argument or relevant authority). Thus, we conclude that the Hansen Trust failed to demonstrate a genuine issue of material fact with respect to whether the foreclosure sale should have been set aside in equity. *See Wood*, 121 Nev. at 729, 121 P.3d at 1029.

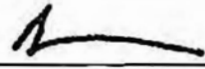
Given the foregoing, the Hansen Trust has not shown that the district court erred by granting summary judgment against it, and we therefore affirm that decision. *See id.* And although the Hansen Trust also challenges the order denying its motion for reconsideration of the summary judgment and the judgment in favor of Lee and the Jimijack Trust, the Hansen Trust does not separately address the district court's bases for making those decisions, but instead, generally relies on the arguments that we addressed and rejected above. *See Powell*, 127 Nev. at 161 n.3, 252 P.3d

at 672 n.3. Thus, because the Hansen Trust has not demonstrated that relief is warranted with respect to either of these decisions, we likewise affirm them.

It is so ORDERED.⁵


_____, C.J.
Gibbons


_____, J.
Tao


_____, J.
Bulla

cc: Hon. Joanna Kishner, District Judge
Thomson Law PC
Mushkin & Coppedge
Akerman LLP/Las Vegas
Lipson Neilson P.C.
Hong & Hong
Eighth District Court Clerk

⁵Insofar as the parties raise arguments that are not specifically addressed in this order, we have considered the same and conclude that they either do not present a basis for relief or need not be reached given the disposition of this appeal.

IN THE SUPREME COURT OF THE STATE OF NEVADA

NONA TOBIN, AN INDIVIDUAL,
Appellant,

vs.

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

No. 82294

FILED

OCT 21 2021

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER GRANTING MOTION

Respondents have filed a motion to strike from the appendix filed by appellant numerous documents that are not part of the district court record in this appeal. Respondents contend that the documents are "The Prior Case Filings" from a separate action involving various parties to this appeal, but they were not filed in the district court action which is the subject of this appeal. Appellant has filed an opposition. Appellant argues the documents are all properly included in the appendix because they reveal the district court's errors in dismissing the instant litigation pursuant to the doctrines of claim and issue preclusion. Appellant contends that this court must have access to the "prior case filings" to understand how her claims in the instant litigation are not precluded by the prior litigation. Respondents have filed a reply.

Significantly, appellant fails to confirm that the district court in this case specifically considered the documents she proposes to include in

her appendix. This court's review on appeal is limited to the record that was actually before the district court. See NRAP 10; *Carson Ready Mix v. First Nat'l Bank*, 97 Nev. 474, 476, 635 P.2d 276, 277 (1981) (this court's review is limited to the record made in and considered by the district court); *Mack v. Estate of Mack*, 125 Nev. 80, 91, 206 P.3d 98, 106 (2009) (as a general rule, this court "will not take judicial notice of records in another and different case"). The motion to strike is granted. The clerk of this court shall strike appendix volumes 1-15 and volume 16 items 1, 2, 3, 4, 5, 7, and 8.

Respondents may file a supplemental appendix with their answering brief, if deemed necessary.

It is so ORDERED.

J. Gardner, C.J.

cc: Thomson Law PC
Maurice Wood
Koch & Scow, LLC
Akerman LLP/Las Vegas
Hong & Hong

Nona Tobin

DIRECTOR,
Sun City Anthem Board of Directors
2664 Olivia Heights Ave. Henderson NV 89052
Emails: nonatobin@gmail.com
Phone: (702) 465-2199

RE: ADAM CLARKSON'S UNETHICAL CONDUCT OF BULLYING, HARRASSING, AND MALIGNING ME; FOR INEFFECTIVE ASSISTANCE OF COUNSEL DUE TO HIS OWN CONFLICT OF INTEREST, AND FOR INCITING THE BOARD TO VIOLATE MY FUNDAMENTAL RIGHTS AS A BOARD MEMBER

For Presentation to the Ethics/Disciplinary Panel of the State Bar Association

August 16, 2017

The Clarkson Law Group, P. C.
Attention: Adam Clarkson, Esq.
2300 W. Sahara Ave. #950
Las Vegas NV 89102
(702) 462-5700
AClarkson@the-clg.com
Sylvia Bishai, Task Manager: sbihai@the-clg.com

- 1. Previous contacts with the State Bar of Nevada:** None.
- 2. Hiring the attorney:**

The Clarkson Law Group was retained by the prior Board of Directors on April 27, 2017 (executed May 2, 2017) in spite of my March 29, 2017 and April 27, 2017 requests to the General Manager (GM) and Board to defer selection until after the three new Board members (myself included) were seated on May 1, 2017.

My objections were: 1) to SCA retaining one firm to serve as both as legal counsel and as debt collector, and 2) rushing the selection without my potential involvement since I was the one who had raised the red flag about firing the previous debt collector for fraudulently transferring their assets and then going into bankruptcy because they were being sued on 500 of 800 HOA foreclosures they handled; and 3) SCA had transferred to self-management on April 1, 2016 and as a first-time employer, SCA's needed expertise in employment law which Clarkson does not have.

///

3. Witnesses:

Mr. Clarkson's ethical violations have been witnessed by other members of the Board of Directors, the GM Sandy Seddon, the CAM Lori Martin and so they could be reasonably expected to testify to the subject events. The complaints I have filed with the Ombudsman are attached hereto, and the contact information is also on the documents:

- 7/21/17 Form 781 Request for the Ombudsman's office to request the records on my behalf is being handled by Reneece A. Jackson, 330 W. Sahara #325, Las Vegas 89102, (702) 486-4480, RAJackson@red.nv.gov
- 7/24/17 Request for guidance from the Ombudsman (OMB) regarding independent oversight by OMB over the ongoing recall petition process and the removal election of four members (majority) of the SCA Board of Directors. The Ombudsman is Dharverez Foger, and he is reached by contacting his assistant, Reneece Jackson, listed above.

POTENTIAL WITNESSES

i. **Favil West, former President of SCA Board, and former member of CIC Commission.**

Mr. West is a potential witness in this matter is expected to testify about his communications with Adam Clarkson on July 19, 2017. Mr. West contacted the SCA Board for an explanation as to why there was an emergency executive session of the Board on July 13, 2017, to which no unit owner received notice and to which only one Board member (Tobin) was strategically excluded. According to Mr. West, Adam Clarkson deflected his question by giving him false information regarding the subject matter of the executive session. Mr. Clarkson's deception was not without purpose, such as to conceal the fact that Clarkson had permitted, if not proactively incited the Board to conduct such an improper meeting. The meeting was called to officially instigate frivolous allegations against me, as a Director, while alienating me from the process by intentionally failing to notify me about it.

ii. **Nona Tobin, Director at Sun City Anthem Board of Directors.**

I, the undersigned, am a witness in this matter, and can be expected to testify regarding the unethical acts of misconduct that have been as I am the only person who has seen and can testify to the Cease & Desist letters Mr. Clarkson signed and served to me on July 13, 2017, and

August 11, 2017, respectively. In his Cease & Desist correspondences, Clarkson specifically states that both are attorney-client privileged and that the privilege belongs to the Board and I have no ability to waive my privilege. Upon information and belief, this is a violation of NRS 49.115 (1) abuse of privilege.

4. Litigation: No litigation has been filed against me, yet, as a SCA board member. There is no threatened litigation against me personally based on the July 13, 2017 or the August 11, 2017 Cease & Desist letters Clarkson leveraged against me. Rather, I only received a notice of intent to pursue the matter through the Ombudsman. There are only threats of litigation and personal liability against me by the GM and CAM who Clarkson is representing in their slanderous claims against me personally purportedly because I created "employer liability" for SCA.

5. Quiet title litigation: There is a federal involving an SCA foreclosure in 2014 of my late fiancée's home owned at the time of the sale by the Gordon B. Hansen Trust. A-15-720032 has been the source of great difficulty for me as a candidate for the SCA Board and as a Board member because of the unfair exaggeration of the potential conflict of interest. CAM Lori Martin and Clarkson have mischaracterized this case to make false statements about me. More about this included in the attached.

6. Explanation of grievance: Attached is a timeline and then there is narrative related to the main issues:

- a. Bullying, abuse (Rule 4.3; 4.4; NRS 116.31184);
- b. Abuse of privilege NRS 49.115(1); Rule 1.2 (d);
- c. Withholding/concealing Association records (NRS 116.31175; SCA bylaws 6.4c);
- d. Abuse of process (Rule 3.1, NRS 116.31085);
- e. False statements (NRS 116.3103; Rule 4.1 (a));
- f. Conflicts of interest/self-serving advice (NRS 116.31084; Rule 7.4;);
- g. Conflict of interest (Rule 1.7(a)(1); NRS 116.3103);
- h. Organization as client (rule 1.13 (f) (g));

Clarkson's toxic and disrespectful attitude toward me is wholly unwarranted, and for a legal professional to bully someone into silence in effort to stifle the questions I was raising in relation to Association's finances was totally unconscionable, and unfitting for legal professional. This malicious conduct was also displayed by: GM - Sandy Seddon, CAM - Lori Martin, Adam Clarkson, Rex Weddle, Board President, and the rest of the Board was so egregious that it would have undoubtedly crushed and completely demoralized just about any other elderly woman in the SCA senior community. The various acts of bullying, ostracism, condescension, alienation, slander, are different forms of emotional abuse. I have been

unjustly subjected Clarkson's vitriolic treatment over the past months have damn near killed me, and I am tougher than most, as I have had persevere through a fairly high level of conflict in my life over the years, that arose from controversies among union leaders or disgruntled employees, when I served as the head of an 8,000-employee civil service system, and was the chief negotiator facilitating a plethora of union contracts. However, this experience is the worst conflict I have ever had to endure in all my years of professional service.

On the positive side, there is a reward I feel is earned for persevering through such dramas and that is inherent joy that comes from volunteering and a gratification that comes from knowing that I have opportunities to use my professional expertise and position, as a Director, to shine a light on governance failures, and to assist in troubleshooting and curing system deficiencies, to detect and root out poor management practices, which must be corrected if an organization is to thrive with good governance. The need for such internal controls and sound management practices is especially great when an organization has newly transitioned to a model of self-management, which is exactly the case here, with SCA.

I have never encountered an attorney who appears to be using his power and influence to collude with top executives of a non-profit organization, conceal business records from an elected official who was legitimately raising such questions as:

*"Why is the GM paid \$100,000 over market?
What are the performance criteria used in determining the GM's \$20,000 bonus?
Why do four executives' compensation eat up 10% of the annual budget with combined salaries that exceed the market by \$300,000+?"*

I am stunned by an attorney who unethically advises the Board that they can take illegal actions without due process against one of its own members, the inquiring Director, particularly when in unlawfully abrogating the director's rights, the interests of the Association are not advanced in the slightest. By being so ill-advised by the attorney, the Board believes it is acting righteously, but is unwittingly acting contrary to the interests of the Association. The board's actions only serve to inappropriately protect the adverse financial interests of a couple of feather-bedding at-will employees.

7. Complaint resolution:

Attached correspondence related to Clarkson's refusing my request for preservation of evidence demonstrates the client Clarkson is actually serving in the at-will GM and CAM.

///

8. Written materials:

Attached.

a. A copy of any written fee agreement with the attorney.

- i. Executed May 2, 2017 attached;
- ii. Scope of engagement is '...pursuant to the requests of the Association's board and its authorized agents...' SCA Board Policy Manual section 4.10 limits requests for legal opinions to the Board itself, and in limited circumstances, to the Board President. The GM and CAM are not authorized to use the Association attorney to represent their interests, particularly, when their interests are adverse to those of the Association as in this case.
- iii. Note the boilerplate "Corporate counsel" contract is primarily a debt collection/foreclosure contract.
- iv. Note the OJT fee arrangement for lacking a practice specialty in employment law.

b. Copies of canceled checks

- i. None. However, at the July 27, 2017 Board meeting, the financial report (attached) shows that SCA paid \$33,563.36 in Legal Fees for Clarkson's second month June 2017: SCA paid \$26,063.36 over the \$7,500 budgeted for Legal Fees for June 2017.
- ii. Legal fees for Clarkson's first month were \$10,996.84, only \$3,496.84 over the legal Fees budget for May.

c. Copies of any pertinent court documents. None

d. Copies of all correspondence between you and the attorney. Attached.

I. NEVADA CODE OF PROFESSIONAL CONDUCT

The Nevada Code of Professional Conduct ("NCPC") states:

Rule 1.2 (d): A lawyer shall not counsel a client to engage in, or assist a client, in conduct that the lawyer knows is criminal or fraudulent.

Rule 3.1: A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing that is not frivolous.

A. Rule 3.4 (A) Unlawfully Obstruct Another Party's Access To Evidence

If Mr. Clarkson is proposing that it is permissible behavior for him to attack me, and fail to inform me about my right to receive a legal defense that is paid for by the association (absent a finding that I was willful and wantonly disregarding my fiduciary duty), then he is sorely mistaken. The ethical code of conduct for legal professionals mandates that Mr. Clarkson is prohibited from conducting himself in such unfitting manners. The Nevada State Bar prohibits a licensed attorneys to engage in frivolous or abusive conduct, or to overreach his status as an attorney to achieve frivolous, tortious, or ulterior goals. Notably, if Clarkson was genuinely convinced that I have committed such heinous violations of my fiduciary duties, wouldn't his understanding and reverence for the legal rights of due process compel him to at least afford me the fairness of preserving the evidence I requested, since he obviously believes it would mitigate against any form of "employer liability"? Plain logic applied with genuineness would lead a reasonable person to believe that if Mr. Clarkson has information or belief that if the evidence concerning the issues raised by my inquiries show my concerns to be meritless, he would be excited if not overjoyed to honor my request to preserve such evidence, since he would know that the evidence is of an exculpatory nature, and would prove my concerns to be unfounded.

With regard to Section F – *Request a person other than a client to refrain from voluntarily giving relevant information to another party.* If Mr. Clarkson can just ban me from the board without true cause and without any regard for the fact that I was and continue to be denied due process and a fair hearing on the matter. Mr. Clarkson's legal warnings are *non sequitur* (i.e., logically self-contradicting) in that he represents that he advocates "the association," and not me (as he adversely addresses me as the object of his reprimands) while apparently forgetting that I am not only a MEMBER of the Association but also an individual Board Member. That means **I AM HIS CLIENT TOO**. His allegiance therefore, and the scope of his representation extends to myself, yet, his conduct toward me shows rank violation of the professional codes of conduct and professional advocacy that he is mandated by the Constitution of the United States to govern his relationship with his client(s), i.e., ME.

Furthermore, Mr. Clarkson's adverse conduct toward me, individually, flies in the face of his other professional and ethical duties because it circumvents *my* attorney-client privilege with HIM. And after serving me not one but TWO boilerplate and negligently researched Cease & Desist Letter which effectively divesting me of any legal protection HE, Mr. Clarkson, was

supposed to be affording me as his client, Mr. Clarkson then chooses to take a legal position against me even being able to replace him, by declaring that I must get rid of my own attorney based on his naked assertion of some perceived "conflict of interest" issue, and thereby renders me attorney-less, and forcing me to represent myself in these matters as a *pro se* party, instead of being protected by the association's counsel, nor counsel of my own choosing. Indeed, Mr. Clarkson doesn't seem to feel there is any problem with divesting me of the two most basic rights of due process – the constitutional right to the effective assistance of counsel, and the right of due process to be afforded a full and fair hearing on the matter where I am afforded the opportunity to defend myself.

C. Rule 4.1 (a): *An attorney shall not make a false statement of material fact or law to a third person.*

I feel that Mr. Clarkson has made a lot of meritless and manipulative interpretations of the law in the training sessions. I believe he has also either lied or failed to disclose (omit) what really was going to happen to me in the 7/27/17 executive session; or (b) fail to disclose a material fact when he told me that I was going to be the subject of the "pending litigation/violation of governing documents/employee performance," item so I could have the basic option to keep my attorney, or at least have a reasonable amount of notice and time to prepare a defense.

D. 4.3 Dealing With Unrepresented Persons, and 1.7 Conflict of Interest – Current Clients:

Mr. Clarkson is creating confusion by either unknowingly or deliberately overlooking a threshold fact that - I am personally indemnified by the Association, as a member, and Board Member, of this very same Association that Clarkson claims to be representing. Mr. Clarkson either knew, or SHOULD HAVE KNOWN, that the Association has a legal duty to defend *me*, in this case, against *himself*, as well as provide me a defense against the allegations that are alleged against me by the GM/CAM, and/or other Board members. Somehow, Clarkson misses that this situation clearly creates a major **CONFLICT OF INTEREST FOR CLARKSON HIMSELF**, and therefore, DISQUALIFIES him from being able to provide effective assistance of counsel to the Association, since he obviously cannot be represent and advocate both sides of the same controversy. Indeed, the Nevada Professional Code of Conduct which one of the main authorities that governs Mr. Clarkson's conduct as an attorney, succinctly states:

Rule 1.7 Conflict of Interest: Current Clients:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) **The representation of one client will be directly adverse to another client;**
or;
- (2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

See, *NRPC 1.7(a)(1) and (2)* [Emphasis Added].

Rule 4.4: In representing a client, a lawyer "shall not use means that have no substantial purpose other than to embarrass, delay or burden a third person, or use methods of obtaining evidence that violates the rights of another person." In this case, Mr. Clarkson has used his position as the attorney for the Association to embarrass and bully me before the Board, and to biasedly and unfairly violate not only my rights as a Board Member, but my Constitutional rights to free speech, the effective assistance of counsel, and of due process by denying me a full and fair hearing with a basic opportunity to defend myself against the slanderous allegations that have been published against me.

Rule 7.4 (d): Mr. Clarkson does not have a practice specialty in the legal practice of employment law, and yet he speaks authoritatively to me when claiming that the GM/CAM have rights that even a cursory study of case law shows they don't have, as at-will employees, and making legal declarations to the board in reference to their groundless and frivolous threat of "employer liability concerns" and apparently thinks that such nonsense is a sufficient basis to unilaterally abridge my basic rights? Because SCA has been self-managed only since April 1, 2016, the greatest potential liability is in that particular area, is their status of being a first-time employer. Mr. Clarkson is clearly *not* doing SCA any favors by advising that he will charge \$100/hour less for employment matters to attract more business from his clients if he doesn't know that area of the law, and has no specialized experiencing handling those types of matters.

TIMELINE

7/12/17	Clarkson told me to stop making "legally sensitive" requests for info and to leave management to the management of the association; to wait 21 days or more while he determined if I was asking for documents for a legal purpose
7/13/17	Clarkson allowed an emergency executive session- no notice, to discuss "legal letter re employer liability concerns"
7/13/17	Clarkson issued cease and desist "legal letter" and claimed it was the board's attorney-client privilege and I could not waive my privilege even though the Board violated my rights as a Director and as a unit owner
7/20/17	Clarkson lied to a resident about the purpose of the executive session
7/20/17	No board member or Clarkson would answer me about why the cease & desist was ordered without ever talking to me to verify the ridiculous charges.

7/20/17	I sent private email to GM to complain about her, the CAM, the Board President, who is one of the four Board members facing recall, attempt to influence the independence of the SCA Election Committee and to get Clarkson, also with the major appearance of a conflict into running the upcoming recall election
7/21/17	I sent a Form 781 request to the Ombudsman to get assistance in getting SCA records withheld by Clarkson released to the Ombudsman.
7/24/17	I sent a request to the Ombudsman for guidance on how to address the interference with the recall election process.
7/25/17	The Board, presumably with Clarkson's approval, refused to let me put my request for independent oversight from the OMB of the recall election process which now involved employee misconduct allegations on the exec session agenda even though it was an appropriate topic.
7/25/17	Clarkson conducted a closed Board training session which I had been objecting to for months. This session was an egregious session at which Clarkson bullied me, insulted me, and attempted to intimidate me while the Board members and managers present all shunned me to the extent of refusing to sit within a half a room from me.
7/26/17	Clarkson objected to my attorney claiming he had a conflict by representing the trust in quiet title litigation which I said ok to because I didn't know they were going to attack me the next day
7/27/17	and left. Clarkson belittled me, insulted me, without warning me that the Item "pending litigation/violation of governing documents/employee performance" was litigation threatened by the GM and CAM who falsely accused me of slander and defamation. 1 ½ hours of attack by Clarkson and five male Board members. Clarkson refused my request for an open hearing.
7/27/17	Clarkson gave the wrong advice that the GM had the authority to move money to pay for a restaurant consultant without the necessity of getting Board approval.

EXAGGERATION OF MY DISCLOSED CONFLICT OF INTEREST

Quiet title: To a SCA property foreclosed on August 15, 2014 owned by the Gordon B. Hansen Trust and was my late fiance's home. The case began in June 2015 *Jimijack Irr Tst V. BANA & SCACAI* and consolidated in August 2016 with *Nationstar v. Opportunity Homes (A-16-730078)* and transferred to 8th judicial court Dept. 31, Judge Kishner, A-15-720032-C. There are multiple parties competing for title to 2763 White Sage. Nationstar has an ARD claim against SCA for SCA's former agents refusing a tendered offer of payment of the super-priority amount (\$825) in order to prevent the sale.

As a *Pro Se* and the executor, trustee and beneficiary of the Gordon B. Hansen Trust, my motion to intervene on the Nationstar case in July 2016 was denied, but my motion to intervene on the consolidated cases was approved and the order was entered in January, 2017.

SCA filed two motions to dismiss, one for dismissal of all claims because of the civil actions against HOAs involving the interpretation of governing documents must be dismissed pending completion of mediation. The second motion to dismiss the Trust's claims was because a pro se was not permitted to represent the trust. After a great deal of effort (because so many specializing in this field have conflicts with the banks), I found an attorney to represent the Trust.

All the Trust's claims against SCA were dismissed per NRS 38.310 on May 25, 2017, the same day as my first executive session and regular SCA Board meeting. The only action going forward will be to pursue quiet title by a motion for summary judgment to void the SCA sale for statutory violations. There is no financial claim against SCA for damages, and SCA has no interest in the property as SCA was paid in full in August 2014. I have no interest in pursuing any claims through mediation. I have made numerous well-documented, rebuffed attempts to resolve the issue 1) without litigation and then 2) before I went on the SCA Board.

Nevertheless, on May 25, 2017, at my first executive session, Clarkson insisted that I was required to sign an overly-broad conflict of interest agreement that prevents me as an SCA board member from taking any action or participating in any discussions whatsoever in the area of collections (which is now being handled by Clarkson's firm). Clarkson cut me off and would not let me explain the status "I'm not here to negotiate with you."

NRS 116.31184 gives the specific legal requirement for how conflicts are handled on HOA Boards, i.e., 1) disclose, 2) don't vote on the item that has even the appearance of conflict. Clarkson's "agreement" is stricter by far and, conveniently for Clarkson, ensures that I will have no access to even knowing what Clarkson is doing as the SCA debt collector. I agreed to Clarkson's demands instantly without consultation with an attorney. Despite my high level of cooperation, there have been items related to me and this case on every monthly executive session agenda, and every one of these items was deliberately written in a manner to increase the false appearance that I have a HUGE conflict and to falsely suggest that my service as a Director is suspect and to deceptively intimate that profit or personal gain is my real motivation for volunteering to be on the SCA Board.

WITHHOLDING AND CONCEALING ASSOCIATION RECORDS

Since July 12, 2017, Clarkson has been illegally blocking my access to association records even though I am a Director. This inappropriate act by Association Attorney Adam Clarkson to withhold and conceal Association records from a Director. By blocking my inquiring into the

Re: Notice Re: Adam Clarkson's Unethical Conduct

2015 Board actions that resulted in the GM being paid greater than \$100,000 over market rates for the top job in comparable HOAs.

12/17 3:26 PM A. Clarkson email to Nona Tobin:

“Please be advised that due to the voluminous and legally sensitive nature of your recent document requests, our office has been requested to review and respond to your outstanding and upcoming requests. To that end, please allow management to focus on the management of the community while your requests are being processed by our office. “ – A. Clarkson

SCA bylaws 6.4(c) guarantee:

“Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned and controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Association expense.”

7/13/17 - Denial of Access to Any Requested Association Records:

I sent an email to notify the Board, the GM and CAM that I would be in the office to inspect the records at 10 AM on July 13, 2017. The email is quoted in its entirety below under the heading “Illegal 7/1317 Cease & Desist Order” When I arrived at the SCA office at 10:15 AM, the GM referred me to CAM Lori Martin who told me she had nothing for me, and that I was instructed to go through the attorney. I asked her to at least tell me which of the documents exist and are just not being given to me and which don't exist. Below is my understanding of her responses:

1. *Transition plan-latest adopted by Board?*

Nothing after the one on the web. (2015)

2. *1120-H tax forms for years 2013-2016 that are not posted on web?*

Jim Orlick has them, but he is on vacation.

3. *Contract with executive recruiter?*

4. You have to ask Board member Tom Nissan.

Re: Notice Re: Adam Clarkson's Unethical Conduct

GM compensation from prior firm?

You have to ask attorney Clarkson

5. *GM Performance standards 2016-2017?*

Lori doesn't have it. (Director Bob Burch does)

6. *Written terms of GM's employment?*

Ask Bob Burch.

7. *GM, CFO, CAM, and Facilities Director job specs?*

Michelle has them, but she is out on family leave for a few days.

8. *Who did the class-comp studies to set salaries?*

There weren't done. Salary of the IT person hired, salary was set by Lori's knowledge of the local market

9. *What HOAs were used for comps?* None.

10. *Was there any commission paid outside what was listed in the personnel handbook?*

No dependent coverage, relocation was only what was negotiated for the GM, there are not written, but GM has discretion. If she were the GM, she would expect discretion on training/travel.

11. *Attorney opinions?*

Lori is organizing them. FSR left them in a mess. She thought I would be happy with the result. I don't remember if she said anything about the ones related to collections or if that insulting reference was just in Clarkson's letter.

Neither the GM nor the CAM informed me or gave me any clue that the Board was going to have an "emergency" executive session in very spot I was standing in less than two hours to demand that I cease and desist from asking for these documents, since they themselves falsely alleged that I was creating "employer liability," by so doing.

///

UNLAWFUL JULY 13, 2017 "EMERGENCY" EXECUTIVE SESSION

On July 13, 2017 the SCA Board held an "emergency" executive session at 12:15 PM to which NOTICE WAS WITHHELD FROM ME, A BOARD MEMBER, UNTIL AFTER THE MEETING BEGAN 12:17 PM and received at 5:38 PM, and was sent to the unit owners at approximately 12:40 PM.

The late-published agenda had one CRYPTIC item:

"4. Legal (Action May Be Taken)

A. discussion, consideration and possible action regarding approval of legal letter re: employer liability concern."

The seven-minute meeting did not meet the NRS 116 definition of emergency, the notice or agenda requirements, nor was it one of the four permissible topics for a Board executive session Nevertheless, the Board (less the uninvited subject of the illegal meeting) approved an order for me to stop looking into the issues surrounding the GM's compensation alleging that it was a violation of my fiduciary duty to do so.

UNLAWFUL JULY 13, 2017 CEASE AND DESIST ORDER

Attorney Clarkson executed a Cease and Desist letter containing the following admonitions, that I cease:

- a. Any and all unauthorized use of the Association's name in my personal conduct;
- b. Any and all representations that I am authorized to perform salary or employee related investigations;
- c. Improper discussion of Association employee conduct with unit owners;
- d. Unauthorized attempts to access confidential Association records with the apparent attempt to divulge such records to unit owner and/or your own personal use in your outstanding litigation.

There were a total of four false charges that I had breached my fiduciary duty for:

- a. Fraudulent representation of Association authority;
- b. Unlawful discussion of Association employee performance with third parties;
- c. Unauthorized attempts to access confidential Association records with the apparent attempt to divulge such records to unit owner and/or your own personal use in your outstanding litigation;

Re: Notice Re: Adam Clarkson's Unethical Conduct

- d. Failure to exercise due care with respect to records requests and review in relation to the employer liability concerns associated with the Association's employees.

**SUPPORTING EVIDENCE SHOWING THE CLAIMS AGAINST
TOBIN TO BE FRIVOLOUS**

There were three emails I wrote that were referenced, none of which rose to the level of justifying a cease & desist order, or to warrant the amount of harassment, attempted intimidation based on the frivolous threat of litigation:

Email #1

7/10/17 Email requesting employment and salary verification request to GM's prior employer to which I received no response.

"I just left you a voicemail on this. I am a Director on the Sun City Anthem Board. We hired Sandy Seddon to be our General Manager a year and a half ago. Could you please verify the following details of her employment:

*Dates she was employed at The Lakes Country Club
Job Title(s) held
Final compensation Base + bonus (if any)*

Could you also please tell me what the members' annual assessments are and the number of employees Ms. Seddon supervised?

Please call if you have any questions. I am updating this information because of resident complaints regarding the factors the Board utilized in determining her compensation as it is higher than some would like.

Thank you for your assistance."

The second email evidence of my alleged unauthorized attempt to access confidential SCA records for my personal gain or possible unauthorized release to unit owners.

Email #2

7/12/17 5:58 PM Nona Tobin email to SCA Board, GM, CAM entitled:

"Review of association records related to the transition to self-management, employee compensation & GM performance standards"

"I will be in the office tomorrow at 10 AM since the meeting with the election committee has been postponed. At that time, I would like to sit in an office and review some of the requested association documents. Any Board member who would like to join me is encouraged to review these records with me, and I will share with you the results of my research if you care to see it before I put it on the July 27 agendas. If you come and you are in possession of a copy of items that are not in the official files, please bring them.

This request is for a lawful purpose and to protect the association by ensuring that all appropriate internal controls exist in relation to compensation and other employment matters that have come into play as a result of self-management.

Please stop trying to limit my access as I have the absolute right to review these records under SCA bylaws section 6.4(c).

This is in conjunction with items I am working on for the July 27 agenda. It is time sensitive since the deadline for a Director to add items to the agenda is next Monday at noon. Some of the items may be for executive session unless I am stonewalled. Please do not continue to spend money to use the association attorney to try to conceal association records.

- **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Association's expense.

Here is a list of most important files I would like to have pulled and available for my review by 10 AM tomorrow and at a desk where I can work unless you would prefer I pull them myself to not take up any staff time. Maybe we could discuss beforehand which ones are easy and which ones are hard to find or don't exist:

1. Transition plan for self-management in the latest form adopted by the BOD;
2. 1120H Forms with all schedules filed with IRS for 2013, 2014, 2015, 2016;
3. Performance standards adopted by the BOD for the GM for 2016 & 2017;
4. The contract with the executive recruiter that selected the GM;
5. GM's compensation at the prior employer Lakes Country Club;

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6. Any written documentation related to the establishment of terms and conditions of GM's employment including salary, benefits, bonus;
7. Job descriptions for the GM, CFO, CAM and Facilities Director and resumes that were used for the hiring decision
8. Name of the person who did the class comp study to determine salary ranges for the job classes.
9. What HOAs or other agencies and jurisdictions were used for the class comp studies and were they different for different classes?
10. List of any benefits or other form of compensation which has been paid to any employee which was not listed in the Personnel Handbook, e.g., greater than 85% of health, dental coverage, dependent coverage, relocation expense, training/travel, car allowance, meals;
11. Whatever the attorney's opinions are readily available I'll take or they can wait, but I encourage you to *stop spending money by having the attorney look at the requests and put them together. It's wasteful and unnecessarily makes you look guilty.*"

EMAIL #3

Third email is based on a false assertion of excessive confidentiality of GM emails

The third email referenced in the illegal July 13, 2017 Cease & Desist order by Association attorney Adam Clarkson purports to be evidence of my "Unlawful discussion of Association employee performance with third parties"

It is improper for Mr. Clarkson to allow the Board and management employees to assert overly broad and excessive confidentiality statements, and/or to arbitrarily claim privileges that either do not exist in law, or being improperly applied.

Such frivolous assertions of confidentiality privileges are at the crux of what was used as a basis for one of my violations in the Mr. Clarkson's Cease and Desist Letter ("C&D"). The email I wrote dated July 12, 2017, was written specifically to the GM, however, the complainant was included in the reply all, and that was deemed an unauthorized discussion with a unit owner about employee misconduct.

Mr. Clarkson mistakenly/falsefully called it a violation by me, with respect to NRS 116.31085 (3) (b). However, the black letter of the statute plainly specifies only and exactly

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what the permissible topics for a board in executive session are. This statute is not to be used to define the upper limit of speech by an individual board member related to actions of the GM, particularly when the context of the communication was me communicating with only the complainant reactively, in that I was answering his complaint about that very conduct.

NonaTobin<nonatobin@gmail.com> Wed, Jul 12, 2017 at 5:14 PM

To: Sandy Seddon <Sandy.Seddon@scacai.com>

Cc: Unit owner - complainant

"Sandy, I don't know what he wants to attach, but a serious question has been raised by Rana Goodman about whether the staff should have sent Forrest's opinion out in an eblast and to the club Presidents with a notice to distribute it in the first place.

I don't know how I could look it up, but i think there was an allegation that those actions violated two SCA policies one related to utilizing Club email lists for non-Club business and another, the Election Manual section 7 (A) (3) "The Board, Management employees, or any member shall not interfere with the collection of signatures for a removal election petition."

Certainly, you can see that by management's distributing anti-removal election material would place a chilling effect on the signature collection process. To then not permit the proponents equal access to providing information to the membership, distorts the public discourse and restricts members' access to know both sides of the story so they can make an informed decision. It would be comparable to putting out a ballot or any other official publication that only had the pro or con argument that you preferred.

Further, you have at least the appearance of a conflict of interest which should be avoided. Given the staff broke the rules to distribute the information in the first place, it seems particularly out of line for you to quash member dissent on a technicality. My reading of NRS 116.31035 (2) and (5)(a)(1) does not allow for a member's rights to be abridged for the reason you are suggesting.

I encourage you to reconsider unless his comments are "defamatory, libelous or profane"."

As the Board liaison to the SCA Election Committee, it was definitely my place to ensure the integrity of recall petition and removal election process.

Elements of Fraudulent Representation Were Not Met

- a. Representation was made: *I'm a SCA Board member requesting employment and salary verification on the GM we hired a year ago because there are some complaints about how high it is.*
- b. Representation was false: *No, I truly am a Board member and I was requesting employment and salary verification for the reason I said.*
- c. Representation was known to be false: *It was not false, and I thought I was authorized because I was working with Bob Burch until he decided I was so arrogant that he couldn't work with me. I have documented evidence that I informed the GM, the CAM, the CFO, and at least two members of the Board.*
- d. Though known to be false, the representation was made with the intention that the other party would rely on it. *It was not known to be false, and no one relied on it or even complied with the request.*
- e. The other party suffered damages as a result of relying on it.
 - i. *Lakes CC HR Manager did not rely on it. She inexplicably and contrary to all standard practices I'm aware of, forwarded it to Sandy Seddon, her former boss, instead of simply telling me it was contrary to the Lakes CC's policy*
 - ii. *Sandy Seddon did not suffer any damages by my actions, but I certainly have suffered considerable personal damages as a result of hers.*

Adam Clarkson either knew, or should have known, that these charges were baseless and that the claim that "employer liability" was created as a result of my actions were false. For him to take up the charge against me, to violate my rights as a Board member and get the Board to take illegal action against me is an egregious violation of his duty to the Association. The appropriate action Mr. Clarkson should have taken would have been to instead to inform the GM making malicious and frivolous threats of litigation to conceal information germane to the Association's financial interests could be considered a serious breach of fiduciary duty and could be found to be just cause for termination.

**7/25/17 – CLARKSON CONDUCTED A CLOSED BOARD TRAINING
FALSELY CLAIMED IT MUST BE TREATED "ATTORNEY-CLIENT CONFIDENTIAL"**

- a. Unreasonably refused to allow recording;

- b. Erroneously asserted it was because of the attorney-client privilege, even though there is a legal disclaimer in booklet that functions as a sufficient condition to protect the privilege in connection with recordings;
- c. Acted in threatening and intimidating ways toward me by aggressively asserting - "I'm the only attorney in this room!! You're not paying attention, everyone else understands," as well as - "Give it up. The Commission doesn't care. We've spent more time listening to you than the Commission ever would." (Clarkson also claimed that the Directors don't a true legal obligation too annually report gifts.)
- d. Falsely and/or erroneously represented that a fiduciary duty requires that legal consultation with the attorney must be obtained by the Board before acts;
- e. Displayed a pompous and arrogant attitude, was overbearing and dictatorial in his conduct to the point that it literally felt like elder abuse, where his was morally okay with trying to gain stature by harshly and unfairly reprimanding me up in front of the others; Such conduct lacks a basic respect for the human integrity and dignity, and I don't care how many licenses or college degrees may hang on Mr. Clarkson's wall, he has no right to ever verbally and emotionally abuse and mistreat another human being, as he did to me, and anyone whose ego is so inflated that he has no problem publically humiliate an elderly volunteer, such as myself. Such conduct is wholly incompatible with the ethical codes of conduct that must be followed by a licensed attorney in the State of Nevada;
- f. That this aforementioned behavior has resulted in Mr. Clarkson making pronouncements at Board meetings which are incompetent and legally incorrect (because he doesn't have a sufficient knowledge of our bylaws) and, regarded legal subject matter that is outside his area of expertise and where he has no specialty certification, training, or legal experience (i.e., employment law) and did so in a tone that threatened that no one better defy him;
- g. I sincerely believe, based on my extensive professional experience and based on the specific behavioral pattern I have observed in Mr. Clarkson, that he is intentionally manipulating the risk-adverse nature of the elderly population of SCA to develop an unjustified over-reliance upon himself (the purported expert attorney of who is an authority on every area of practice) even though the subject matters dovetail into areas of law that are well beyond his expertise, and this phenomena is perpetuated by his suggestive and highly controlling counsel because he it has the effect of engendering fear, and exploits the cautious nature of elder people by making them afraid to trust their own good common sense. It is unethical for an attorney to misrepresent his experience and legal expertise, or to gain an ill-gotten form of power over a Board by preying on their fears and filling their minds with erroneous information and/or half-truths.

ILLEGAL JULY 27, 2017 EXECUTIVE SESSION

- Clarkson led five male Board members against me in an abusive 1 ½ hour tirade against me in a second improperly noticed executive session on July 27, 2017. (I had to face this alone because I was not named on the agenda and I didn't know what the misleading item was about).
- Mr. Clarkson blindsided me by belittling me, insulting me, without warning. The item "*pending litigation/violation of governing documents/employee performance*" was about me, which is when the CAM/GM huffed that I had defamed/slandered them, and asserted they had rights they didn't have, and that I didn't have rights that I do have. At Mr. Clarkson's lead, the Board refused to discuss the fact that the SCA must defend both sides (Board as well as myself) since there is no finding that any one's actions were being done in bad faith, or for fraudulent reasons. "Who are you representing?" I asked. Mr. Clarkson responded, "The association." I then asked him the inevitable question – "Well then why did you let them get away with that?" He answered, "They are at-will employees." Mr. Clarkson went on to explain "Well they have rights too." Such a legal statement is irresponsible for Mr. Clarkson to make because he knows that at-will employees do not have the particular rights the CAM/GM are trying to claim. Mr. Clarkson unjustifiable and inequitably refused my request to have an open hearing. A full, fair, and open hearing is cornerstone of any system that supports due process. So how as a licensed attorney, who has studied the law could ever justify opposing the exercise of such a basic constitutional right is utterly baffling, and is grounds to question Mr. Clarkson's competence and ability to provide the Association with the effective assistance of counsel.

Somehow, Clarkson allowed the item entitled "defamation lawsuits-Forrest Quinn" to get on the agenda, while obstinately saying a defamation claim against me would fail, and he did not advise the Board of that fact, nor did he bother to inform them that the association would be required to pay for the defense of both myself and Forrest. Clarkson even allowed the item to be withdrawn, because I refused to leave the room.

I was asked to leave anyway before there was a discussion about the Foundation Assisting Seniors (FAS) because the Board was uncomfortable that the quiet title attorney (who Clarkson objected to my using in the actions the Board is taking against me) works in the same law firm as the FAS attorney. I agreed to leave the session, as I had already been beaten up pretty badly by Mr. Clarkson's unjust, hypocritical, overall bullying conduct toward me.

- a. Clarkson made it very clear he was the Associations attorney and not mine, and he confronted me constantly as if he were an angry prosecutor and I was a lying, convicted felon.

- b. Clarkson attacked me, pronounced me guilty of "abhorrent" behavior without any investigation or evidence
- c. Clarkson falsely claimed the attorney I picked to protect me from his unfair attack and the illegal actions of the Board had a conflict of interest so I had faced his tirade alone.
- d. Clarkson did not offer to me an attorney which SCA is required to provide a Director who must be defended and indemnified until it is proven that the director acted in willful and wanton disregard. I am acting in good faith, but Clarkson keeps attacking me and trying to intimidate me and saying that I will be personally liable. His horrible bullying is unbelievably debilitating and difficult on me personally, but it is made worse because he is doing it and he enables the Board and management to gain up on me and to feel justified in doing it, i.e., if the attorney approves it, then everybody can pile on and bully and shun, because it means that the person deserves it. Then, the victim is told by the attorney that she will held personally liable if she tells anyone. This is how domestic abuse is perpetuated. I consider what Clarkson did to me, and led the Board and management to do to me is abuse on that level. I also believe that Clarkson's way of training the board of Sun City Anthem and his way of taking the side and actually representing the interests of the at-will GM and CAM against SCA and against me personally is a form of elder abuse which will be shown in attached documents.
- e. Clarkson refused my request for an open hearing guaranteed me by NRS 116.31085 (4).
- f. Clarkson did not offer to me, or to my knowledge, make the Board aware that the SCA is supposed to defend a Director and indemnify until there is a finding that the Director acted in bad faith or wanton and willful disregard, etc.
- g. the Board did not have the authority to take the action it did (NRS 116.31085, NRS 116. 3013 (2) (d) against me as a Director or to exclude me from meetings or to pretend they could claim that attorney-client privilege could be extended to whatever they claimed was privileged just by virtue of their claiming it.

II. **CHRONICLE OF EMAILS RELATED TO MR. CLARKSON'S ILL-CONSIDERED PROMULGATION OF THE BOGUS CLAIMS ALLEGED BY THE GM/CAM WHEREIN CLARKSON REFUSED TO PRESERVE EVIDENCE AS REQUESTED**

Below is a summary of the emails correspondences that were exchanged on Clarkson's advocacy of the bogus slander asserted by the GM/CAM, to the extent of Mr. Clarkson supporting the Board's violation the law, by their acts that abridged and continue to abridge my basic civil rights without conducting proper/impartial investigation or due process, and his refusal of a reasonable request for the preservation of evidence:

On 7/28/17, I asked Clarkson to please make sure nothing happens to the emails from the GM to Clarkson or the Board, that led to their charging me with "creating an employer liability." This is the act that could potentially result in her termination, and the emails of how she handled her complaint shows in the very least, the *appearance* of misconduct, i.e., possible extortion.

How Clarkson handled it is equally outrageous because he accepted the GM's story without investigation and then propagated enough misinformation to the Board that he was able to get them to verbally agree to Clarkson executing the C&D letter against me, to call an emergency executive session, and then deliberately withhold serving me with any notice which is a fundamental violation of my basic rights/powers as a director. See, NRS 116.3103 (2d). The act of not notifying me that I was the subject of an executive session pursuant to NRS 116.31085 violated my rights as any association member, and depriving me of the basic due process right to have the allegations against be tested by a full and impartial investigation, providing a hearing where I could defend myself, and then conducting a vote at a 7-minute meeting, which by extension also divested me of my right to vote as Board member.

With regard to the email to Clarkson, dated 7/28/17, I attached several documents showing:

1. I was fully authorized to make inquiries,
2. That I made a routine salary and employment verification request which could have been denied by Lakes CC instead of being sent to Sandy, but regardless:
 - a. I didn't receive any information, and
 - b. I released nothing;
 - c. The salary information I was attempting to verify had already been posted on 7/4/17 on Berman's blog, so there was no justifiable grounds for denying my request;
 - d. That no evidence has been cited or presented in form showing that any of my actions have triggered employer liability, or that there is any realistic threat that such liability would ever be triggered in the future;

All of these inherently reasonable requests were flagrantly ignored by Clarkson. Mr. Clarkson is simply representing the wrong client in this case, and he appears he may be concealing the financial cost to SCA by being complicit with the GM/CAM's unethical

conduct by ill-advising the Board to take illegal measures to fraudulently conceal Association records, which if true, would the concealment of a crime, and axiomatically create a reasonable suspicion that Mr. Clarkson may be misusing his overbroad assertions of "attorney-client privilege" as cover for aiding and abetting ongoing, future commissions of white collar crimes. It is most certainly not the my wish that such things be true, as I hold no personal ill-will or vendetta against anyone. I sincerely only seek to be a good servant to the Association's members, and to be an honest representative of the members' will by always and only advocating their best interests. Abandoning false or meritless suspicions of wrongdoing regarding the GM/CAM's conduct would be in the best interests of the Association, IF, such mitigating evidence is simply presented. There is no reasonable grounds upon which such mitigating evidence, if it exists, should not be freely and happily disclosed. It is the evasive and unjustifiable manner in which the Board, Clarkson, and the GM/CAM have REFUSED to make such disclosure that smacks of impropriety and is what fuels reasonable suspicion.

Indeed, Mr. Clarkson should never have ratified the GM's and CAM's bogus complaints of defamation and threats of litigation to be automatically presumed to be meritorious. Mr. Clarkson has neglected his duty a legal professional by blindly assuming such allegations are: 1) factual, or 2) pretending they have the elements of bad faith or fraud that justify declaring it to pose a realistic threat of employer liability, or 3) have any admissible evidence showing that the allegations are proper subject matter to warrant Clarkson's involvement. The Board should have been told to first attempt to resolve it with me personally, and if that didn't work, then seek the assistance of legal counsel to mediate the issue. However, that is not what happened in this case. Instead, here, there was no proper procedure governing how anything was handled. The Board should have been properly advised by Clarkson that there was NO realistic danger of employer liability, and that such accusations against me must be considered to be slander unless and until FACTS are shown that merit to them. No evidence has been presented shows that I was acting in bad faith, or any kind of ill-will, or fraudulent intent. Mr. Clarkson has completely failed at providing the Board with the effective assistance of counsel and by violating his duty of candor by blindly and unilaterally giving credence to wholly meritless and inherently slanderous allegations that were unjustifiably leveled against me. Mr. Clarkson, incredibly, even failed to inform the Board that if they chose to pursue these erroneous allegations against me, the SCA would have to pay for my attorney fees.

Clarkson's 7/31/17 email does not continue the previous email string or contain exculpatory attachments. Instead, he starts a new email thread as if what I first sent didn't exist. My guilt had already been established in his mind without requiring any proofs or justifications. The title of his email is ridiculously entitled: "Unauthorized request for preservation of evidence", and in the body of the email, he proceeds to make the completely outrageous claim that my conduct was abhorrent and created employer liability. Incredibly, he is representing the interests of the GM and the CAM, who are a couple of at-will employees, yet he is completely condescending and duplicitous in his accusatory depiction of what they did to me at 90 minute inquisition I suffered on July 27 where Clarkson literally yelled at me saying: "What you did was beyond unprofessional and unethical, it was illegal!!" Why would that particular statement be of the type of communication considered to be privileged if it was nothing more than a demand to cease and desist some unknown form of "abhorrent" conduct? What basis does Clarkson have for unilaterally deciding that I couldn't waive my privilege? Moreover, why did he oppose me having an open hearing? Why, in the world would an attorney, who is an officer of the court, oppose such a basic form of due process? The motive for is most likely sinister in nature, because ethical professionals and legal advocates the world over are all united in their dedication to protecting a person's right to due process.

Mr. Clarkson's remarks to me also included the following:

As explained to you at length at the executive session last week, there are no "charges" "sanctions" "fines" or similar/related "penalties" against you for your abhorrent conduct that was addressed in the cease and desist letter. Rather, you merely received a privileged communication demanding that you cease and desist from this conduct because your conduct has been creating potential liability for the Association." - A. Clarkson

I've attached to this letter the two emails where Mr.. Clarkson interjected himself into my document request process and at the request of the GM/CAM/Rex, by unilaterally making declarations that aim to strip away more of my rights in that he asserted that my requests are being made as an unit owner (and not as a Board member) under 116.31175, and that his office will take over responding to them so I should leave the GM/CAM alone.

7/12/17 1:44 PM - "Please be advised that due to the voluminous and legally sensitive nature of your recent document requests, our office has been requested to review and respond to your outstanding and upcoming requests. To that end, please allow

management to focus on the management of the community while your requests are being processed by our office." - A. Clarkson

7/12/17 5:58 PM – I sent an email saying I would be in the office to review the listed records at 10AM on 7/13/17 and I invited all the directors to come and join me in inspecting the records me:

"I will be in the office tomorrow at 10 AM since the meeting with the election committee has been postponed. At that time, I would like to sit in an office and review some of the requested association documents. Any Board member who would like to join me is encouraged to review these records with me, and i will share with you the results of my research if you care to see it before I put it on the July 27 agendas. If you come and you are in possession of a copy of items that are not in the official files, please bring them." - N. Tobin

This request is for a lawful purpose and to protect the association by ensuring that all appropriate internal controls exist in relation to compensation and other employment matters that have come into play as a result of self- management. This is in conjunction with items I am working on for the July 27 agenda." - N. Tobin

I was in CAM, Lori Martin's office, asking to inspect records at 10:15 AM on 7/3/17 and asked where I should be to inspect the records and she said I had been told by the attorney that he was handling it and that she was not required to give me anything. At 12:15 PM that same day, the Board had a 7-minute emergency executive session to vote that I be demanded to cease & desist my purportedly unauthorized inquiries. Then, Clarkson flagrantly lied to resident Favil West, who is a former SCA Board member and former CIC Commissioner, in response to his inquiry on 7/19/17 where he asked what the topic of the emergency session truly was. Specifically:

"The agenda proposes "to discuss to a legal letter concerning employer liability." I don't recall this being one of the issues that fall under the purview of an executive session. If I am wrong please advise me as to the section of NRS 116 that you are using to justify this meeting." - Favil West

Clarkson's answer on 7/20/17 was as follows:

"The executive session meeting notice was sent via electronic mail and posted in the common areas as required by Nevada law. However, only board members are entitled to attend executive session meetings, so the dates and times relating to your travel are not relevant to the matter.

Potential litigation, employee conduct, and violations of an association's governing documents are all topics appropriate for discussion during executive session pursuant to NRS 116.31085(4). The matter at issue involved those matters, is confidential, and you are not entitled to any more information regarding the matter than you have already been provided. Similarly, you are not entitled to a copy of the letter at issue. See NRS 116.31175." - A. Clarkson

Mr. Clarkson said only Board members are entitled to attend executive sessions so I wrote back a little later on 7/20/17 to the same email group of Directors, management, and attorneys, and Favil West, with the remark:

"So why didn't I receive any notice as a Board member and get invited to attend?" - Nona

My perfectly reasonable question to Mr. Clarkson regarding why I was excluded from the executive session went unanswered. Nobody responded to my question. It is quite notable, that two of the three emails that form the basis for the Board's rejection of me as both a Director (and as a person not fit to walk this earth) are included in these strings. (7/10/17 to Lakes CC; and 7/12 5:58 PM - notice that I would be inspecting records on 7/13/17).

UNLAWFUL AUGUST 11, 2017 CEASE AND DESIST ORDER

This second "legal letter" written against me as a Director, is as equally flawed as the first letter. It was served to me spontaneously out of the blue, and did not connect to any action by the Board to authorize it. On August 13, 2017, I submitted a request to the Board and GM requesting information about who authorized the letter, but my requests for such basic disclosures have once again gone unanswered.

This second letter alleges two violations of my fiduciary duty, both of which are spurious and misapply the statutes it cites to. Specifically, the new allegations are:

1. Breach of fiduciary duty under bylaw 3.25 and wrongful disclosure of allegations regarding association employee performance under Bylaws 3.15A(c)(ii).
2. Violation of board policy manual 4.4 Breach of Fiduciary duty, wrongful disclosure of allegations regarding Association employee performance.

Charge #1 – wrongful disclosure of allegations regarding association employee performance

The excerpt of the email correspondence that was the selected target of the second Cease and Desist letter as detailed below, was taken out of context in the 8/11/17 letter, and my statements did not violate any statute. EVEN IF TRUE, this misquoted version of my statements does not violate any ethical duty.

"At the July 27 Board meeting, the GM was no closer to developing a recommendation on the permanent use of the restaurant space. She still intends to pay a consultant to look at the options, but she has not done anything on the RFP yet."

(The entire email is attached hereto). If you look at this email and read it in its entirety, there is no question that I was merely stating a fact, and not even a particularly damning one at that. Taken as a whole, the CONTEXT of the correspondence clearly shows that there is a larger, and much more systemic problem, such as - the GM is causing or allowing the SCA Board to violate SCA's governing documents, at section 7.2 (b):

"CC&Rs 7.2(b) Continuous Operation. The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members representing 75% of the votes in the Association ...agree in writing to discontinue such operation."

The GM's allegation that such a basic statement of fact by a Board member constitutes the "wrongful disclosure of allegations regarding association employee performance" is

beyond ludicrous. I have made many such statements, in a good faith effort to encourage the GM to stop causing and/or permitting the SCA Board to violate section 7.2 (b) of the governing documents, by discontinuing operation of a major amenity – i.e., the restaurant— for 20 months and counting, while the GM has offered no plan or timetable for its re-opening or actions steps for obtaining approval for any alternative use.

Should the Clarkson Law Group really be threatening a board member who is acting in such obvious good faith, with a loss of indemnity and personal liability?

Is the Association's attorney really serving the correct client, or is there a pattern emerging that his true allegiance is being placed elsewhere?

As one of the Association's elected Directors, my appointment to the Board is a manifestation of the will of the Association members, collectively. What code of ethics govern Clarkson's conduct, where out of one side of his mouth, he incessantly proclaims to be a loyal servant to "the Association," then out of the other side speaks slander against a person (me) who is person his client CHOSE and ELECTED to the Board. So he claims allegiance to this "client" while simultaneous conspiring against its will, by slandering it's elected Directors. When the attorney attempts to intimidate and distort facts in order to manufacture slanderous narratives that he uses to run around scaring the other, elderly members of the board, is not much different than how a grandfather tells ghost stories around a campfire "to scare the kids." In this case, Clarkson has manufactured a fictional, duty-breaching version myself, and showcased the most obvious acts of "selective enforcement" of rules, by hyper-analyzing my conduct and using anything and everything he possibly can as material to piece together a totally fictional, "duty-breaching" version of me, which is the "ghost" that he then uses to tell scary stories to scare the Board, and exploit the very fear he incites to coerce the Board's cooperation in doing his bidding. Indeed, Clarkson's has so graciously described me as a Director whose acts are "...at best grossly negligent based on the apparent reckless indifference to the legality of the action and at worse your actions may amount to willful or wanton malfeasance..."

Laws cited which I allegedly violated

It is extremely easy and would take very little effort to explain how and why my actions are in the best interest of the Association and that my goals all along are directly in accordance with the business judgment rule, and there certainly has been no findings to the contrary. So, upon what REASONABLE basis am I being threatened?

Bylaws 3.15A(c)(ii) is unrelated to the conduct of an individual Director and does not apply to this case. Bylaws 3.15A(c)(ii) simply defines one of the four permissible topics for an executive board to discuss in executive session. A Board may adjourn to executive session to:

“(ii) Discuss the character, alleged misconduct, professional competence or physical or mental health of a community manager or an employee of the Association.”

It appears to me that the Clarkson Law Group has hypocritically violated the terms of engagement in their retainer agreement because there was no authorization from the SCA Board of Directors to issue this second Cease and Desist letter, yet, they did anyway. There was no Board of Directors meeting called to authorize the August 11, 2017 order for me to cease & desist the “wrongful disclosure of allegations regarding association employee performance” and so it was either solely based on the unauthorized request of an individual Director or management employee (who will not come forward to acknowledge that he or she requested it) or it was done in service to the attorney’s own initiative. Clarkson's true client is his own agenda, and not the Association.

Charge # 2

This was also for the “*wrongful disclosure of allegations regarding Association employee performance*”, but this time the violation was allegedly against Board Policy Manual 4.4 which states in relevant part:

Directors may not attempt to exercise individual authority over the Association, except as provided herein.

1. Directors’ interaction with GM or with Employees must recognize the lack of authority vested in individual Directors except when explicitly authorized by the Board.
3. Directors may only express negative judgments of Employees’ performance to other Directors. Only the President may discuss the performance of Employees with GM, but this discussion may be done with any or all Directors present in a private setting.

C. Directors will respect the confidentiality appropriate to issues of a sensitive nature.

The quote that is purported to be the Offending subject matter is from an August 6, 2017 email I sent to the Chair and Vice-chair of the SCA election committee where I communicated about basic actions I had taken to request assistance from the Ombudsman for Common Interest Communities to prevent potential interference in the recall petition process by the GM, CAM, their attorney and Board members, including one subject to recall; with an aim to obtain OMB oversight to ensure the integrity of the recall petition process. Incredibly, Clarkson overlooks the legal significance of the mitigating fact that this email was one of the few SCA emails I have ever marked as confidential, and was protected by legal disclaimer. Specifically, it stated at the beginning:

“Confidential - to be shared ONLY with the Election Committee and with the Ombudsman's Office”

Re: Notice Re: Adam Clarkson's Unethical Conduct

I do not know why the two officials decided to share it with the attorney, GM and/or CAM given how simple the content was, but my suspicion is that it was motivated by the Board being conditioned into thinking they can't act without authorization from one, or all, of those parties, or that they now can only see me as the fictitious entity Clarkson's slander has created, instead of the real me who has done nothing but make good faith efforts to serve the best interests of the Association.

The attachment contains the August 6, 2017 email in its entirety (with the excerpted lines highlighted in yellow) along with the references that were attached. I believe it is obvious that my sending this email to the election committee, instead of my further requesting Ombudsman assistance on their behalf, was done in good faith to protect the Association from management, the attorney, and/or Board members, including one facing recall, interfering with the independence and neutrality of the Election Committee.

Conclusion

It is my true and honest belief based on my personal experience and review of the evidence that the attorney is taking direction from the General Manager and the Community Association Manager, both of whom have a strong financial interest in protecting their positions and to do so, are illegally acting to disenfranchise and discredit me and to interfere with the recall effort.

I believe that these highly-compensated individuals are not acting as fiduciaries, but instead are conspiring together to protect their source of excessive compensation. I believe that their acts of defamation against me and threats of "employer liability concerns" against SCA caused by me are designed to incite fear in the Board members and out of that fear, the SCA Board is manipulated into taking illegal action against me. Further, acts by the attorney aiding them to conceal and withhold SCA records which could serve as evidence of their wrongdoing, are illegal, adverse to the Associations interest, and must be stopped.

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

Dated this _____ day of August, 2017.

Respectfully submitted,

Nona Tobin

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

3300 W. Sahara Ave., Suite 325 * Las Vegas, Nevada 89102 * (702) 486-4480
E-mail: CICOmbudsman@red.nv.gov

<http://www.red.nv.gov>

INTERVENTION AFFIDAVIT

You must read form #530a prior to completing this form

STATE OF NEVADA

COUNTY OF CLARK

Date: 9/7/17

I, NONA TOBIN (Claimant), after being first duly sworn, state under penalty of perjury and based upon personal knowledge:

1. I have been aggrieved by an alleged violation of Chapter 116 of the Nevada Revised Statutes, Nevada Administrative Code or the governing documents of the association. The person or entity who committed the alleged violation is: GM SEDDON, CAM LORI MARTIN, BOD PRES WEDDLE, ADAM CLARKSON (Respondent).

2. The Homeowners Association involved in this intervention affidavit is: SUN CITY ANTHEM CAI

Secretary of State entity # for the association is: C14322-1998

(To locate File #: <http://nvsos.gov/sosentitysearch/CorpSearch.aspx>)

Address for the Homeowners Association: 2450 HAMPTON RD, HENDERSON NV 89052

Phone number for the Homeowners Association (President or other contact): (702) 614-5800

Name of President or contact for the Homeowners Association: GENERAL MANAGER SANDY SEDDON

3. I have provided the Respondent, SCA Board of Directors via certified mail, return receipt requested, with written notice of the exact issues listed in the intervention affidavit.

4. None (initials required) Attached to the Affidavit as Exhibit "1" is a copy of the certified letter sent to respondent AND stapled to that letter is the certified return receipt from the post office.

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COMPLAINT:

I WAS UNLAWFULLY REMOVED FROM THE SUN CITY ANTHEM BOARD OF DIRECTORS without notice or due process by virtue of being handed a letter as I walked into the 8/24/17 Board meeting. This is a continuation of the harassment and retaliation i have been subjected to the entire time i have been on the Board because I have made complaints of violations of the NRS and governing documents, recommended the termination of an attorney and review of GM compensation and questioned why we pay two CAM licensees. The Board's claim that I am profiting from my seat on the Board is bogus. Exaggeration and misrepresentation of my fully disclosed conflict (quiet title to a foreclosed home owned by my late fiance's trust) has been unrelenting. The CAM attempted to keep me from running for the Board using this same NRS provision, but SCA attorney Song issued an opinion and I was permitted on the ballot. There have been multiple times where they change attorneys or get new opinions in order to damage me.

BRIEF STATEMENT OF FACTS:

I made at least eight attempts to settle the quiet title issue before I got on the Board which are documented in the timeline. All were rebuffed and given no consideration whatsoever on their merits. They attempted to use this to keep me from running. Incumbent Board members running against me made false characterizations of the litigation to beat me in the election. I posted every legal filing in the case on my campaign website www.nonatobin.com. Once elected, my first executive session, I was forced to sign an agreement to recuse myself from anything whatsoever to do with SCA collections regardless of the total lack of connection to my case and despite all claims against SCA being dismissed on the same day (5/25/17) by the court except quiet title which creates no damages to SCA as SCA has no interest in the title. I submitted a notice of intent to file an intervention affidavit, a notice of intent to file a form 514a, and a notice of intent to file a complaint with the Nevada bar, and they did not respond to any complaint on their merits. Instead, they decided that my notices of intent itself disqualified me from being on the Board. The allegation that I am attempting to profit from my position is a ruse.

RESOLUTION:

1. Return me to my position on the Board as the action to removal me was taken without legal authority.
2. Require the association to utilize free, independent election monitoring from NRED/Ombudsman/registrar of voters, or alternatively, request the directors' resignations, or request the CIC Commission have a hearing to remove them for cause without a removal election.
3. Reprimand the attorney and require him to reimburse SCA for his firm's fees collected for causing or allowing the Board to take illegal actions against me, for causing or allowing the Board to violate the legal constraints against over-delegation of budget authority.
4. See proposed resolutions on other form 530s, 514, and 781, particularly to ensure that SCA has one CAM licensee with a management agreement to comply with all standards of practice and at the correct compensation for specified service levels.

SUPPORTING LAW AND/OR GOVERNING DOCUMENT:

NRS 116.31183 retaliation for my complaints about violations, my requests for records
NRS 116.31184 harassment, hostile environment.
NRS 116.31036 removal of directors only by removal election with secret ballot
NRS 116.3103 (2) (d) limits on powers of the Board

I have read the foregoing Affidavit consisting of 2 pages (including all additional attached pages), and it is true and correct to the best of my knowledge and belief.

(Signature of complainant) *Nona Tobin*

Name NONA TOBIN

Street Address 2664 OLIVIA HEIGHTS AVE.

City, State, Zip HENDERSON NV 89052

Area Code 702

Phone 465-2199

Subscribed and sworn to before me

This 7th day of September, 2017.

Patricia R. Silva

NOTARY PUBLIC

Patricia R. Silva

Comm exp. 6/07/2018

Notary Certificate Attached
Page 2 of 2



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STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
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INTERVENTION AFFIDAVIT

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STATE OF NEVADA

COUNTY OF CLARK

Date: 9/7/17

I, NONA TOBIN

(Claimant), after being first duly sworn, state under penalty of

perjury and based upon personal knowledge:

1. I have been aggrieved by an alleged violation of Chapter 116 of the Nevada Revised Statutes, Nevada Administrative Code or the governing documents of the association. The person or entity who committed the alleged violation is: R. WEDDLE, SCA BOARD, GM SEDDON, CAM MARTIN; A. CLARKSON (Respondent).

2. The Homeowners Association involved in this intervention affidavit is: SUN CITY ANTHEM

Secretary of State entity # for the association is: C14322-1998

(To locate File #: <http://nvsos.gov/sosentitysearch/CorpSearch.aspx>)

Address for the Homeowners Association: 2450 HAMPTON RD. HENDERSON NV 89-52

Phone number for the Homeowners Association (President or other contact): (702) 614-5800

Name of President or contact for the Homeowners Association: GM SANDY SEDDON

3. I have provided the Respondent, SCA BOARD via certified mail, return receipt requested, with written notice of the exact issues listed in the intervention affidavit.

4. None (initials required) Attached to the Affidavit as Exhibit "1" is a copy of the certified letter sent to respondent AND stapled to that letter is the certified return receipt from the post office.

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COMPLAINT:

The GM/CAM and attorney have taken over the removal election process and are expending funds which have not been budgeted for this purpose. They are interfering with the normal process of how elections are handled in Sun City Anthem. These actions demonstrate that they are taking an anti-recall stance in running up the costs of the recall and blaming the proponents. The GM is subject to a petition of no confidence and four Directors are subjects to the removal election. The CAM received the petitions on August 11, but no official notice was given to the Board (or at least no notice to me, a sitting Director) that the petitions had been received. However, David Berman, the head of the anti-recall effort, was informed, as he could be counted on to publish slanted reports to belittle and threaten those who signed petitions. No notice given to me about petition against the GM, but Berman said it should be round filed, thereby denigrating the concerns of 800+ residents who signed it as if their complaints were annoying trivialities and consideration on their merits was unnecessary.

BRIEF STATEMENT OF FACTS:

The GM Sandy Seddon refused to respond to my July 20 request that she allow the Election Committee to work directly with the Ombudsman and that she stop including President Weddle in the planning for a possible recall election and stop pushing for the use of Attorney Clarkson as he too was conflicted out. On advice of counsel, they prevented my putting the item on the July 27 executive session agenda, and I was left with the only option of confidentially notifying the Election Committee. Believing that I was overstepping my role as Board liaison to Election Committee, I was removed as liaison. Clarkson took over, based on no Board action, then removed the Election Committee from their normal role without authorization from the Board and announced a CPA had been selected to handle the election, but there was no Board action to fund a CPA. No Board action was taken to approve using a CPA, or to change the EC charter, or to fund either the attorney or the CPA. Their apologist, David Berman, was blaming the petitioners for this extreme expense rather than placing blame correctly on the attorney and GM/CAM whose excessive profits are best guaranteed by the retention of the four directors subject to the recall and the discrediting and removal of the whistle blower.

RESOLUTION:

- Protect the integrity of the removal election process
- independent oversight of the election committee.
- Return the Election Committee to its duties; remove Clarkson and the CPA
- Stop expenditure of funds to pay Clarkson and a CPA-firm as there was no Board action to approve it made without Board approval or budget amendment through the appropriate process.

SUPPORTING LAW AND/OR GOVERNING DOCUMENT:

- NRS 116.3106 bylaws must provide for limitations on delegation
- Bylaws 3.20 & 3.18 (a)(i) prohibits the delegation of the board's budget authority;
- Board Policy Manual 4.10; restricts authority for getting legal opinions to the Board, and in limited cases to the BOD President
- NRS 116.31183 retaliation for complaining that they violated the NRS and governing documents
- NRS 116.31184 harassment/hostile environment by refusing to respond to complaints or to allow on the agenda and to withhold information and exclude from meetings

I have read the foregoing Affidavit consisting of 2 pages (including all additional attached pages), and it is true and correct to the best of my knowledge and belief.

(Signature of complainant)

Name NONA TOBIN

Street Address 2664 OLIVIA HEIGHTS AVE.

City, State, Zip HENDERSON NV 89052

Area Code 702 Phone 465-2199

Subscribed and sworn to before me
this 7th day of September, 2017.

NOTARY PUBLIC

Patricia R. Silva

Comm exp. 6/07/2018

Notary Certificate Attached
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DEPARTMENT OF BUSINESS AND INDUSTRY
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INTERVENTION AFFIDAVIT

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STATE OF NEVADA

COUNTY OF CLARK

Date: 9/7/17

I, NONA TOBIN (Claimant), after being first duly sworn, state under penalty of perjury and based upon personal knowledge:

1. I have been aggrieved by an alleged violation of Chapter 116 of the Nevada Revised Statutes, Nevada Administrative Code or the governing documents of the association. The person or entity who committed the alleged violation is: SCA BOARD, ATTORNEY CLARKSON, GM SEDDON, CAM MARTIN (Respondent).

2. The Homeowners Association involved in this intervention affidavit is: SUN CITY ANTHEM
Secretary of State entity # for the association is: C14322-1998
(To locate File #: <http://nvsos.gov/sosentitysearch/CorpSearch.aspx>)
Address for the Homeowners Association: 2450 HAMPTON RD, HENDERSON NV 89052
Phone number for the Homeowners Association (President or other contact): (702) 614-5800
Name of President or contact for the Homeowners Association: GM SANDY SEDDON

3. I have provided the Respondent, SCA BOARD OF DIRECTORS via certified mail, return receipt requested, with written notice of the exact issues listed in the intervention affidavit.

4. None (initials required) Attached to the Affidavit as Exhibit "1" is a copy of the certified letter sent to respondent AND stapled to that letter is the certified return receipt from the post office.

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COMPLAINT:

I am being harassed, bullied and subjected to a hostile environment (NRS 116.31184) and have been retaliated against (NRS 116.31183) for having in good faith complained about violations of NRS/governing documents and for requesting in good faith records & justification for executive compensation (NRS 116.3103) and other SCA records which are unlawfully being withheld (NRS 116.31175; SCA bylaws 6.4(c) such as tax forms 1120H). I've complained about their excessive claims of confidentiality and privilege (NRS 116.31083, NRS 116.31085; about the lack of policies necessary to protect SCA as a first-time employer and and the Board not holding the GM accountable by establishing performance/service level standards (NRS 116.620, SCA bylaws 3.13.(f)(i), (ii)) (NRS 116.3103). The harassment and abridging my rights as a Director were exhibited most acutely by 7/13 emergency executive session, 7/25 closed board training, and 7/27 executive session, but there are many more examples.

BRIEF STATEMENT OF FACTS:

Four board members who are facing recall petitions & the GM is facing a vote of no confidence. They have blocked my inspection of records of Board actions resulting in excessive management compensation & their failure to ensure management performance. As I am well qualified in HR & municipal management, I question why the Board & GM have not established appropriate systems & controls over employee costs \$3.5 million (more than 1/3 of operating budget). They have violated my rights as a Director by issuing a cease & desist orders. The illegal order was based on no investigation or evidence. It was approved at a 7-minute emergency executive session to which I received no notice, was defined attorney-client and that I was prohibited to waive my confidentiality rights. On July 25, there was a closed Board training, also deemed attorney-client privileged where Clarkson bullied and intimidated me and the others all shunned me. On July 26, Clarkson objected to my attorney, & so I went alone & unprepared to the July 27 executive session where Clarkson led five male Board members in a blistering interrogation of me, already presumed guilty. Clarkson refused my request for an open hearing.

RESOLUTION:

See resolutions in the more current form 530s since I have been unlawfully removed from the Board. Stop attempts to intimidate me into silence. Fire the attorney Adam Clarkson. Separate debt collection and legal counsel functions and charter oversight committees of owners for each function. Charter a Personnel Committee to utilize the expertise and values of owners to develop the employment, budgeting, staffing, customer service, performance standards and compensation policies needed to protect SCA as a first-time employer. Board to get instruction from NRED on ethics, NRS 116, and how to comply with the spirit of the owner protection laws, particularly by eliminating closed Board meetings and the excessive claims for confidentiality. Eliminate employing two CAM licensees and employ a single CAM at the appropriate compensation level with a management agreement per NRS 116A.620.

SUPPORTING LAW AND/OR GOVERNING DOCUMENT:

NRS 116.3103 (fiduciary duty); 116.3107 (indemnification/defense); 116.31183 (harassment, bullying); 116.31184 (retaliation); 116.31185 (1a) (compensation appearance of improper influence); 116.31175 (1),(1d),(4a)(withholding records); 116.31083 (2, 3, 6f, 12a, b, c, d) (Owner rights Board meeting); 116.31085 (3a, b, c 4a, b, 5, 6, 7 (executive session); 116.31035 (2) (publication of opposing views);

I have read the foregoing Affidavit consisting of 2 pages (including all additional attached pages), and it is true and correct to the best of my knowledge and belief.

(Signature of complainant) *NONA TOBIN*

Name NONA TOBIN

Street Address 2664 OLIVIA HEIGHTS AVE.

City, State, Zip HENDERSON NV 89052

Area Code 702 Phone 465-2199

Subscribed and sworn to before me

This 7th day of September, 2017.

Patricia R. Silva

Patricia R. Silva

Comm exp. 6/07/2018

NOTARY PUBLIC

Notary Certificate Attached

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STATE BAR OF NEVADA



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www.nvbar.org

September 12, 2017

Nona Tobin
2664 Olivia Heights Avenue
Henderson, NV 89052

Re: Grievance / Adam Clarkson, Esq.
Reference No. OBC17-1198

Dear Ms. Tobin:

The Office of Bar Counsel has considered your grievance to the State Bar of Nevada regarding attorney Adam Clarkson. It has been determined that our office cannot proceed based upon the information received in this matter.

The legal standard of "clear and convincing" evidence, which is required in disciplinary matters, is rigorous and requires that the State Bar show that is substantially more likely than not that misconduct occurred. In this situation, there is not sufficient objective evidence to meet the evidentiary standard and, therefore, we cannot move forward. No further action will be taken in this matter.

Sincerely,

Phillip J. Pattee
Assistant Bar Counsel

STATE BAR OF NEVADA



PRESORTED
FIRST CLASS



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