



Nona Tobin <nonatobin@gmail.com>

State Bar of Nevada: Receipt of Online Complaint

1 message

State Bar of Nevada <nevadabarforms@gmail.com>

Sun, Feb 14, 2021 at 6:39 PM

Reply-To: info@d4webdesign.com

To: nonatobin@gmail.com

First, Middle and Last Name

Nona Tobin

Your Address

[2664 OLIVIA HEIGHTS AVE](#)

[HENDERSON, NV 89052](#)

[Map It](#)

Your Email

nonatobin@gmail.com

Your Primary Telephone Number

(702) 465-2199

Attorney Information

Attorney Name

Joseph Y. Hong

Law Firm Name

Hong & Hong

Attorney Address

[1980 Festival Plaza Dr., Suite 650](#)

[Las Vegas, NV 89135](#)

[Map It](#)

Previous Contact with the State Bar of Nevada

Have you previously contacted the State Bar of Nevada regarding this matter?

No

Hiring the Attorney

Did you hire/retain the attorney about whom you are complaining?

No

What is your connection to the lawyer?

Opposing counsel in A-15-720032-C, A-16-730078-C, A-19-799890-C and appeals 79295, 82094, 82234 and 82294

Names and contact information for other persons who can provide additional information concerning your complaint

Because the complaint involves Joseph Hong serving notice that a hearing was continued and then meeting ex parte with Judge Kishner, I have filed a complaint with the Nevada Commission on Judicial Discipline. I will include PDFs with this complaint that link to all the relevant documents.

I have a YouTube channel Judicial Jiu-Jitsu <https://www.youtube.com/channel/UC7OQRkEQwf2jIQZurAxP4TA>

Here's a link to 10 reasons why to sanction Joseph Hong <https://youtu.be/5ECf4ypstSk>

TOBIN. 280

Link to Remember Joseph Hong? https://youtu.be/Djgk_sKwxIU

Link to What does it take to get disbarred in Nevada? <https://youtu.be/IHQWnAr4bx0>

Litigation

Case Name

A-15-720032-C

Case Number

A-19-799890-C appealed by 82094, 82234, and 82294

Name of court or agency

8th Judicial dept 31 Kishner and dept 22 Johnson

Explanation of Grievance

Complaint Details

On 4/15/19 and 4/22/19, Hong served notice through the Odyssey system that the 4/23/19 hearing was continued to 5/7/19 so neither my counsel, Joe Coppedge, nor i attended. Joseph Hong went anyway and Judge Kishner held the continued hearing after contacting dept 16 to get Melanie Morgan to show up. Hong told Kishner a bunch of lies about the court record and Judge Kishner refused to consider 935 pages of opposition to Hong & Morgan's fraudulent side deal to settle the quiet title dispute without joining me as a necessary party. I lost title to a \$500,000 house I had inherited because Hong & Morgan ticked the court into not looking at the evidence or hearing any of my claims. Then, because of opposing counsels' trickery, I could not appeal the orders against me in 79295. Judge Johnson then would not hear my case because all the attorneys ganged up on me and convinced her to dismiss my case on the grounds of res judicata and claims preclusion. Then, Johnson sanctioned me for filing the A-19-799890-C complaint \$3,455 per EDCR 7.60 to Hong & \$8,949 as a NRS 18.010(2) sanction to Brittany Wood, the attorney for new defendants that Hong's clients sold the house to during the pendency of proceedings and while my lis pendens were on record.

Explain what measures you have taken to resolve this matter directly with the attorney

79295 was referred from the Supreme Court to the Court of Appeals on 8/27/20. The appeals of Judge Johnson's orders will be scheduled for mediation on 2/15/21.

Joseph Hong's refusal to talk to me as a pro se and his constant lying to the court and filing harassing motions and oppositions to obstruct a fair adjudication of my quiet title claims against his client who did not even had an admissible deed pursuant to NRS 111.345 made avoiding these years of litigation impossible.

Related File(s)

- [NEVADA-RULES-OF-PROFESSIONAL-CONDUCT-excerpt-for-Hong.pdf](#)
- [HONG-DISCIPLINE-20-PAGES.pdf](#)
- [ABA-Sanction-Standards-excerpts-for-Hong.pdf](#)
- [190423-BM-filed-transcript.pdf](#)
- [Hong-combined-filings-OPP-Tobin-GBHT-annotated.pdf](#)
- [190729TOBIN-MDSM-PER-NRS-38.310.2.pdf](#)
- [190722-MNTR-annotated-with-TOC-Exhibit-2.pdf](#)
- [160923-AFFD-RELEVANT-PROVISIONS-annotated.pdf](#)
- [170117-TOBIN-DECL-re-notary-JJ-DEED.pdf](#)
- [190422-NTSO-ORDR-CONTINUING-190423-HEARING-AND-JJ-ANS-TO-NSM-MSJ-TO-190426.pdf](#)
- [190423-court-minutes.pdf](#)
- [210128-NCJD-complaint-Kishner-1.1-1.2-2.2-2.3-2.4-2.6-2.7-2.9.pdf](#)
- [190603-Tobin-EDCR-2.67-supplement.pdf](#)
- [190322-ONLY-clerks-notice-of-190423-hearing.pdf](#)
- [190605-Hongs-Proposed-FFCL-annotated.pdf](#)
- [190603-Nona-Tobins-annotated-Proposed-Findings-of-Fact-and-Conclusions-of-Law.pdf](#)
- [EX-PARTE-001-055-KISHNER.pdf](#)
- [210207-outline-of-Tobin-NCJD-claims-vs.-Judge-Kishner.pdf](#)



Affidavit of Complaint vs. Joseph Y. Hong

COMPLAINT: COURT FILINGS BY JOSEPH HONG WERE MOTIVATED BY CORRUPT PURPOSES TO SUPPRESS EVIDENCE, TO HARASS, AND TO MISLEAD THE COURT AND TO COVER UP HIS, AND/OR HIS CLIENTS' AND/OR HIS CO-CONSPIRATORS' CRIMINAL ACTIONS 6

EX PARTE COMMUNICATION WAS CAUSED BY JOSEPH HONG SERVING NOTICE THAT THE 4/23/19 HEARING WAS CONTINUED TO 5/7/19 7

FALSE STATEMENTS AND UNWARRANTED COURT FILINGS 8

EX PARTE COMMUNICATIONS – 4/23/19 9

JOSEPH HONG'S FALSE EX PARTE STATEMENTS REGARDING MY STANDING ARE REFUTED BY THE COURT RECORD 13

WHEN ALL DECLARATIONS SUPPORT NONA TOBIN'S CLAIMS, WHY DOES SHE KEEP LOSING 17

OPPONENTS CLAIMS WERE NOT SUPPORTED BY SWORN AFFIDAVITS OR UNREFUTED DOCUMENTARY EVIDENCE 22

PRO SE FILINGS/MOTIONS STRICKEN AT 9/3/19 HEARING BASED ON JOSEPH HONG’S CORRUPT MOTIONS	23
FRAUDULENT CONCEALMENT	25
JOSEPH HONG NEVER ENTERED ANY EVIDENCE INTO THE RECORD TO SUPPORT HIS CLIENTS CLAIMS OR TO REFUTE MINE	28
6/3/19 UNFAIR SANCTION AT CALENDAR CALL	29
PROPERTY RECORD EXPLAINED	31
LIS PENDENS	32
NOTARY FRAUD	32
NATIONSTAR	33
MISC	33
UNJUST ENRICHMENT – RED ROCK	34
TABLE OF AUTHORITIES	35
NOTICES OF APPEARANCE WERE IGNORED, STRICKEN OR MISHANDLED	43
DENIALS OF MOTIONS FOR COUNSEL TO WITHDRAW WERE UNREASONABLE	44

7/9/19 JUDGE BARKER, WHO WAS SUBSTITUTING FOR JUDGE KISHNER ON THE SCHEDULED DATE OF THE HEARING, GRANTED THE UNOPPOSED MOTION FOR COPPEDGE/MUSHKIN TO WITHDRAW AS COUNSEL FOR ME AS AN INDIVIDUAL.	45
JUDGE KISHNER REFUSED TO SIGN THE ORDER	46
PAGES 9-11 #13 - RESPONSE TO THE QUESTION OF SETTLEMENT AGAIN ADDRESSES THE HOA'S ATTORNEY'S ABUSIVE TREATMENT TO FORCE ME TO LITIGATE AND THEN RETALIATE AGAINST ME FOR BEING A PARTY TO THE QUIET TITLE ACTION 7/24/19 (NOAS)	49
OPPONENTS' CASES WERE NOT SUPPORTED BY VERIFIED, CORROBORATED EVIDENCE.	50
FALSIFIED OR DECEPTIVE EVIDENCE	50
2016-2017 I FILED AS A PRO SE	55
2019 I FILED AS A PRO SE	56
NOTICES OF COMPLETION OF MEDIATION PER NRS 38.310	57
OTHER ATTORNEYS NAMED IN THE 8/7/19 COMP WERE NOT NAMED IN THE 6/3/20 ACOM	73
THE 8/7/19 ABUSE OF PROCESS CLAIM WAS NOT IN THE 6/3/20 AMENDED COMPLAINT	75
4/19/19 – 4/23/19 REGISTER OF ACTIONS	81

TABLE OF VIOLATIONS VS. ATTORNEYS	82
DISPUTED FACTS UNHEARD	102
EXHIBITS TO 5/23/19 TOBIN RPLY	105
EXHIBIT “2”MAY 11, 2018 AND MAY 13, 2019 LEIDY DECLARATION	105
EXHIBIT “4” RESIDENT TRANSACTION REPORTS FOR 2763 WHITE SAGE 2664 OLIVIA HEIGHTS	105
EXHIBIT “7” AUTHENTICATED OMBUDSMAN NOS RECORDS FOR 17 FORECLOSURES	105
EXHIBIT “9” MARCH 22, 2019 TOBIN DECL OPPOSING NSM MSJ VS. JIMI JACK	105
NSM AND CMSJ. AND ANOTHER CMSJ VS JJ DRAFTED 4/4/19 LINKED HERE	105
DAMAGES TO ME PERSONALLY	106
APPEALS	107
SUPREME COURT CASE 79295	108
82094 HONG 7.60 SANCTION APPEAL	109

82294 RED ROCK MTD	110
8/7/19 TOBIN COMP (NEVER SERVED) A-19-798990-C COMPLAINT	114
6/3/20 TOBIN ACOM (NO ANSWERS, ONLY MOTION TO DISMISS AND JOINDERS)	114
6/23/20 RED ROCK MTD	114
1/8/21 NOAS 21-00536 RED ROCK	114
6/23/20 RED ROCK MTD	115
12/3/20 NODP NOTICE OF DISMISSAL WITH PREJUDICE	115
7/20/20 OPPM TOBIN OPPOSITION TO RED ROCK MOTION TO DISMISS AND JOINDERS	116
REJECTED APPEALS	117
4/30/20 20-16346 SUPREME COURT DISMISSED MY APPEAL AS AN INDIVIDUAL	118

Complaint: Court filings by Joseph Hong were motivated by corrupt purposes to suppress evidence, to harass, and to mislead the court and to cover up his, and/or his clients' and/or his co-conspirators' criminal actions

1. [Joseph Hong's combined filings](#) were factually unsupported and directed at opposing my claims being heard on their merits from 8/30/16 – 6/28/19 into A-15-720032-C and A-19-799890-C (97 pages)

Ex Parte Communication was caused by Joseph Hong serving notice that the 4/23/19 hearing was continued to 5/7/19

Complaint of ex Parte Communication (EX PARTE 001-055 KISHNER)

Ex parte complaint overview (7 pages with links)

Ex parte 436-page exhibit

EX PARTE 001-963 pro se stricken 4/23/19

My unduplicated 4/9/19-4/17/19 pro se filings stricken at the 4/23/19 hearing based on Joseph Hong and Melanie Morgan's false statements to the court ()

4/23/19 Transcript	Nationstar & Jimijack's attorneys, Melanie Morgan & Joseph Hong met with Judge Kishner ex-parte after serving notice that the hearing was continued on 4/15/19 (SAO) and 4/22/19 (NTSO) in order to get Nona's pro se motions and notices stricken unheard from the record to make a fraudulent "settlement"
4/23/19 video	
4/23/19 minutes	

False Statements and unwarranted court filings

Joseph Hong’s combined filings into A-15-720032-C (**Exhibit**) show they were all designed to unfairly silence me and to divert the court’s attention from these facts:

1. Joseph Hong never provided any evidence to show
 - a. that Jimijack was a legal entity.
 - b. That Jimijack had a trust instrument
 - c. That Jimijack had a purchasing agreement.
 - d. That Jimijack had a legal deed properly executed and acknowledged with a notary record.
 - e. That F. Bondurant LLC was anything other than a shell corporation used by Hong to hide his personal financial stake

EXHIBIT#		
	Joseph Hong’s combined filings	

[4/15/19 Teralyn Lewis AFFD](#) Teralyn Lewis, custodian of records authenticated the Ombudsman's HOA foreclosure notice of sale compliance records for 2763 White Sage and 16 other HOA foreclosures related to Sun City Anthem and/or Joel Stokes/Joseph Hong.

At the same 3/26/19 hearing [3/26/19 annotated transcript](#), [3/26/19 minutes](#), [3/26/19, RTRAN](#) when Judge Kishner accepted the HOA attorney David Ochoa’s verbal misrepresentations of the facts he had concealed in discovery of the HOA’s actual official records ([HOA Board minutes](#), [2/26/19 HOA RESP 2 ROGs](#), [2/26/19 HOA RESP 2 RFDs](#), [Resident Transactions Report](#))

Judge Kishner rejected sua sponte the State of Nevada Ombudsman for the Owners in Common Interest Communities’ HOA foreclosure notice of sale compliance records on the grounds that the compliance screen (that I filed into the court record multiple times unchallenged ([Tobin 080 \(Exhibit 14, p. 112\)](#)) was not verified and, even if verified, it was not evidence of a disputed material fact.

The same record verified by the Nevada Real Estate Division Custodian of Records Teralyn Lewis was resubmitted to support the motion for reconsideration as exhibit 7 to the [509-page 5/23/19 reply](#) (See [linked 5/23/19 TOC](#)).

Judge Kishner also declared stricken from the record my [4/17/19 621-page Reply](#) to support my pro se [4/10/19 JMOT/MSJ](#) joinder to Nationstar’s motion for summary judgment against Jimijack (also stricken) that included the authenticated Ombudsman’s HOA foreclosure notice of sale compliance records as an exhibit. See [12-page table of contents](#) of the 4/17/19 filed, but stricken unheard, documentary evidence.

In her [5/31/19 denial](#) of the motion to reconsider her 4/18/19 motion, Judge Kishner concluded “*The substantial exhibits that have been submitted in the case demonstrate that Nona Tobin as Trustee of the Trust was aware of the foreclosure and did not seek to stop the foreclosure.*”

Nothing could be farther from the truth.

Ex Parte Communications – 4/23/19

<https://docs.google.com/document/d/12HSLxIQhD6bGEW-ra535V4aFqxDvwo671eRjEbjzEnc/edit#heading=h.4i7ojhp>

EXHIBIT#		
	4/15/19 SAO	
	4/22/19 NTSO	
	1:04-minute VIDEO “ What exactly did judge Kishner know? ”	Judge Kishner took affirmative action to get Melanie Morgan there for what was allegedly a hearing of my opposition to Nationstar’s motion for summary judgment against Jimijack and my counter motion for summary judgment, but she proceeded with the unnoticed “hearing” after she ascertained that neither I nor my attorney were present.
	2:24-minute VIDEO “ What does it take to get disbarred in Nevada? ”	
	VIDEO Joseph Hong’s big ex parte lies	
	List of documents stricken on 4/23/19. 4/9/19 Tobin/Hansen Trust Notice of completion of mediation 4/9/19 Tobin Notice of appearance to return to Pro Se status 4/10/19 Tobin Opposition to Nationstar's motion for summary judgment against Jimijack and countermotion for summary judgment 4/12/19 19 Tobin notice of appearance to return to Pro Se status as an individual (duplicate filed in error) 4/12/19 Tobin/Hansen Trust Notice of completion of mediation (duplicate filed in error)	4/23/19 Judge Kishner relied on these ex parte communications to impose NRCP 11 sanctions on me without providing an opportunity to be heard. Judge Kishner did not comply with NRCP 11(a) and bring to the attention of my counsel of record, Joe Coppedge, that his signature was required on all filings or else they would be stricken. Instead, she relied on Hong and Morgan’s fraudulent misrepresentations to sua sponte strike my Pro Se filings that included evidence against Hong and Morgan’s clients and motions for summary judgment.

	<p>4/12/19 Tobin OPPC vs Nationstar and Jimijack (duplicate filed in error)</p> <p>4/17/19 Tobin reply to support joinder to Nationstar motion for summary judgment</p> <p>4/23/19 orders from the ex parte 4/23/19 hearing and the orders from the 9/3/19 hearing (#21-25 were not formalized until 11/22/19 order was entered five months after the trial and nearly three months after the Supreme Court dismissed my claims (See 9/10/19 NV Supreme Court's return of my docketing statement (27 pages) unfiled because I was not aggrieved by the loss of a \$500,000 house, \$100,000 in rents, \$60,000 in Red Rock unlawfully retained proceeds.</p> <p>Page 4, paragraph 3</p> <p>Because she is not a party to the case, all documents filed with this Court by Nona Tobin as an individual, are rogue documents and are stricken from the record. This includes both the Motion to Dismiss and Motion for New Trial (and all oppositions or replies) and the Notice of Lis Pendens.</p>	
	<p>x</p>	<p>4/23/19 Judge Kushner allowed both Plaintiffs to “settle” ex parte to take the house from me, allowed Nationstar to be dismissed from the case without without presenting a case at the 6/5/19 trial, allowed both Plaintiffs to prevail meeting their burden of proof or including me as an individual or the Hansen Trust.</p>
		<p>4/24/19 Judge Kushner did not hear or consider my motion to vacate cross-defendant HOA’s partial motion for summary judgment and</p>

		counter motion for summary judgment against all parties because she had erroneously concluded at the ex parte meeting the day before, that I wasn't really a party and so she could strike or ignore anything I filed.
		4/23/19 Judge Kishner allowed both Plaintiffs to "settle" ex parte to take the house from me, allowed Nationstar to be dismissed from the case without without presenting a case at the 6/5/19 trial, allowed both Plaintiffs to prevail meeting their burden of proof or including me as an individual or the Hansen Trust.
	ignored my 4/24/19 MVAC/MSJ motion to vacate her 4/18/19 order and motion for summary judgment against all parties, denied my motion for reconsideration based on 509 pages of filed evidence in her 5/31/19 order ,	

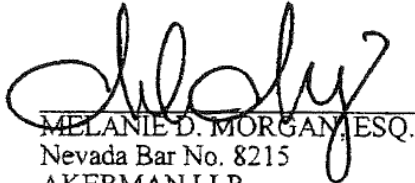
4/23/19 NWM	Nationstar dropped its motion for summary judgment against Jimijack without Jimijack filing an opposition (that Judge Kishner required to be filed by 4/26/19 on her 4/12/19 order continuing the hearing to 5/7/19 and convinced Judge Kishner that was the end of the case because she had granted the HOA's motion for summary judgment (based on no evidence) and Nationstar's limited joinder (based on no evidence and explicitly contrary to the Hansen deed of trust PUD rider Remedies (f) (NSM 160) that prohibits the use of tender of delinquent HOA assessments as a de facto foreclosure.


1 Mortgage LLC ("Nationstar"), by and through their counsel of record, hereby stipulate and agree
2 as follows:

3 The hearing on Nationstar's Motion for Summary Judgment, presently scheduled for
4 April 23, 2019 at 9:00a.m., shall be continued to a date and time in the second week of May 2019
5 wherein JIT shall file and serve its Opposition to Nationstar's Motion for Summary Judgment by
6 April 26, 2019, and ~~Bana~~ ^{Nationstar} will thereafter file and serve its Reply accordingly.

7 DATED this 10th day of April, 2019.

DATED this 10th day of April, 2019.

8
9 
10 MELANIE D. MORGAN, ESQ.
11 Nevada Bar No. 8215
12 AKERMAN LLP
13 1635 Village Center Cir., # 200
14 Las Vegas, Nevada 89134
15 Attorney for Nationstar Mortgage LLC.

8
9 
10 JOSEPH Y. HONG, ESQ.
11 Nevada Bar No. 5995
12 1980 Festival Plaza Dr., Suite 650
13 Las Vegas, Nevada 89135
14 Attorney for Jimijack Irrevocable Trust

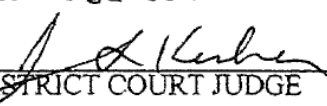
14 **ORDER**

15 Pursuant to the foregoing Stipulation of the parties and good cause appearing :

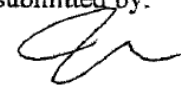
16 IT IS SO ORDERED that the hearing on Nationstar Mortgage LLC.'s Motion for
17 Summary Judgment, which is presently scheduled for April 23, 2019 at 9:00 a.m., shall be

18 continued to May 7, 2019 at 9:30 a.m. *In granting this stipulation the parties*

19 DATED this 12 day of April, 2019. *will be still be set for trial on*

20 
21 DISTRICT COURT JUDGE

23 Respectfully submitted by:

24 
25 JOSEPH Y. HONG, Esq.
26 Nevada Bar No. 5995
27 1980 Festival Plaza Dr., Suite 650
28 Las Vegas, Nevada 89135
Attorney for Jimijack Irrevocable Trust

*the May 28, 2019 trial date AS
set forth in the Trial Order and
the parties must otherwise
comply with ALL other
pre-trial and trial dates
and requirements of the
Reply is due in
accordance with NRCPL
and the EDCR.*

Joseph Hong's false ex parte statements regarding my standing are refuted by the court record

EXHIBIT#	3/7/19 3/12/19	
	Joseph Hong's combined filings	All identify me as a party as an individual
	(9/29/16 minutes , 9/29/16 RTRAN , 9/29/16 VIDEO (14:58 minutes). See 9/23/16 AFFD relevant points . 12/20/16 4/27/17	4/23/19 (4/23/19 minutes), (4/23/19 annotated transcript) , (4/23/19 filed transcript), (4/23/19 video 28:minutes) (4/23/19 video 28:minutes) (4/23/19 video 28:minutes) (4/23/19 video 28:minutes) (4/23/19 video 28:minutes) Judge Kishner met ex parte with Joseph Hong and Melanie Morgan after all parties were served notice on 4/15/19 SAO and 4/22/19 NTSO that the 4/23/19 hearing was continued to 5/7/19.
	9/29/16 Amended Transcript to Correct Title of Motion: Third Parties Nona Tobin and Steve Hansen's Motion to Intervene 09/29/16	8/30/16 opposed my 7/29/16 MINV into A-16-730078-C requiring a hearing instead of a decision in chambers and then did not write the order of court action at the 9/29/16 hearing to deny without prejudice on procedural grounds as instructed by the court
	12/20/16 Recorder's Transcript of Hearing Nona Tobin's Motion to Intervene into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078-C	12/5/16 Joseph Hong opposed my 11/15/16 MINV into A-15-720032-C again requiring a hearing which was held on 12/20/16. I had attached proposed pleadings against the existing parties, attempting to identify the natural person behind the corporate veils. (I did not know I could name a new party as an intervenor.) All of which identified Nona Tobin as a party in two capacities – as a 50% beneficiary and the sole successor trustee of the Gordon B. Hansen Trust, dated 8/22/08, that owned 2763 White Sage when it was wrongfully foreclosed on 8/15/14.

		<p>I tried to identify the natural people behind the sham corporations the perpetrators were using to cover their tracks, but opposing counsels used my naïveté as a bludgeon to obstruct a fair adjudication of my claims since I was so intent on assigning personal accountability.</p> <p>I named alleged purchaser at the disputed 8/15/14 HOA foreclosure sale (Thomas Lucas dba Opportunity Homes) even though he claimed no current interest because he was not a bona fide purchaser for value ignorant of the fraud I was alleging. He was a realtor in the BHHS listing office, under broker Forrest Barbee, who I had a contract to sell the property with from 2/20/14 – 10/31/14 using my agent Craig Leidy. I think the fact that I went into the BHHS office and told the managing broker Carlos Ciapa on or about 8/1/14 that --</p> <p>I could prove Nationstar was not the beneficiary that had rejected my 5/28/14 \$367,500 auction.com sale and that I was ready to pull it off the market and rent it myself -</p> <p>was the probable cause of why Thomas Lucas, BHHS agent under broker Forrest Barbee, got notice of the HOA sale (and purchased it for \$63,100) when Craig Leidy, my BHHS agent also under Forrest Barbee, and I, the personal representative of the deceased homeowner, did not get any notice of the 8/15/14 sale that Nationstar mysteriously allowed to occur three months after Nationstar said the unidentified beneficiary had rejected MZK's high bid on auction.com of \$367,500.</p>
		<p>I named the HOA (Sun City Anthem) even though the HOA agents were the actual perpetrators of the fraud</p>

		<p>surrounding the sale as the shell corporations shrouded the identify of the HOA agents apparently to shield them from personal liability. See pages 2-3 of the party identification.</p> <p>I was then, and still am, alleging these agents, aided and abetted by corrupt attorneys, have usurped the authority of the HOA Board to conduct an unnoticed, statutorily non-compliant, unwarranted and grossly unfair foreclosure sale. I believe I can prove that these agents and attorneys have enjoyed for more than a decade, huge unjust profits from retaining virtually all of the proceeds of many, many HOA foreclosures in, I suspect, all 22 states where HOA liens have a super-priority portion.</p> <p>I was then, and still am now, alleging that these, and other, unscrupulous HOA agents and attorneys, have conspired with the attorneys whose practices focus on shielding their corporate lender clients from liability for fraudulent foreclosures and abusing the quiet title civil actions disputing HOA foreclosures as a means to covertly create standing for their clients that is unsupported by fact or law, i.e., collect on debts that are not owed to them.</p> <p>I named two of Hong's clients (Yuen K. Lee dba F. Bondurant LLC and Joel A. and Sandra F. Stokes as trustees of Jimijack Irrevocable Trust), both of whom who were alleged subsequent purchasers supported by deeds that were recorded on 6/9/15.</p> <p>F. Bondurant LLC got its interest in the property at 12:58 PM on 6/9/15 when Thomas Lucas's 6/4/15-executed quit claim deed was recorded transferring Opportunity Homes's interest that had</p>
--	--	--

		<p>been acquired by the HOA foreclosure deed that was recorded on 8/22/14.</p> <p>Yuen K. Lee executed a deed to Jimijack, allegedly on 6/8/19, but there is no notary record, that was recorded on 6/9/15 at 1:06 PM. Allegedly, this deed transferred F. Bondurant LLC's interest, held for a whopping eight minutes, to Jimijack Irrevocable Trust. However, notary CluAynne M. Corwin swore on her notary stamp, that Thomas Lucas stood before her acting in his capacity as the Manager of Opportunity Homes to execute the deed. Jimijack's deed was, and still is, inadmissible as evidence, pursuant to NRS 111.345, but three Nevada courts have ignored that little detail and allowed Joseph Hong's clients and other co-conspirators to keep recording more claims against the title of the property while obstructing ALL judicial scrutiny of my evidence supporting my title claims.</p>

When all declarations support Nona Tobin's claims, why does she keep losing

EXHIBIT#		
	<p><u><i>“When all declarations under oath support Nona Tobin’s claims, why does she keep losing?”</i></u></p>	<p>12/16/20 DECL (20 pages) Nona Tobin complaint to the Mortgage servicing division vs. Nationstar and its attorneys has 692 pages in its full form on 1/28/21 I received an email, dated 1/27/21, from the Mortgage Lending Division forwarding a rejection letter, dated 1/6/21, I have yet to receive in the mail as of 1/28/21.</p>
	<p>6/14/2016 Linda Proudfit, co-owner Proudfit Realty, sworn declaration that the 311 broker files and 9 folders she delivered to Tobin on 6/14/16 "are a true, correct and complete copy of any and all documents for (Client Name) The Gordon B. Hansen Trust, dated 8/22/08, Nona Tobin, Successor Trustee".</p>	<p>The Linda Proudfit declaration is significant for two reasons: None of Red Rock's or the HOA's or the Berkshire Hathaway broker's subpoena response have "verifications" that say these words "are a true, correct and complete copy of any and all documents" My statements under oath, e.g., that I did not receive notices that Red Rock claims to have sent or that Bank of America never recorded a notice of default on the Hansen deed of trust but refused to allow escrow to close on two fair market value sales are corroborated by the presence or absence of those records in Doug and Linda Proudfit Realty's official broker records.</p>
	<p>5/20/2019 DECL DOUG PROUDFIT co-owner of Proudfit Realty, listing agent from 2/20/12-7/20/13 while B of A was the servicing bank.</p>	<p>Doug's declaration under penalty of perjury was included as exhibit 3 to the 509-page 5/23/19 reply (See linked 5/23/19 TOC).</p>
	<p>1/17/17 Nona Tobin</p>	<p>declaration regarding failed attempts to get a notary record for the defective Jimijack deed</p>

	<p>11/5/18 Irma Mendez re Joel Just,</p>	<p>Red Rock's then-President offering to sell her properties in 2015 directly rather than through a properly-noticed HOA foreclosure auction. Irma Mendez is a rebuttal witness I would call at trial if all witnesses and exhibits hadn't been excluded at the 6/3/19 calendar call</p>
	<p>9/23/16 DECL: Nona Tobin was filed to support Nona Tobin & Steve Hansen's 7/29/16 MINV motion to intervene into A-16-730078-C that was heard, but ignored, by Judge Kishner at the 9/29/16 hearing</p> <p>5/13/2019 Craig Leidy DECL Craig Leidy, listing agent 2/20/14 to 10/31/14, declaration under penalty of perjury, stating that he was given no notice of the sale and that Nationstar was the servicer and not the beneficiary of the disputed deed of trust. This was included as exhibit 2 to the 509-page 5/23/19 reply (See linked 5/23/19 TOC). Craig Leidy also made some statements under oath in a video 3:50-minute VIEDO "What evidence supports Nona Tobin's claims?"</p>	
	<p>3/5/2019 DECL: Nona Tobin 3/5/19 opposing Sun City Anthem motion for Summary Judgment as the HOA was relying on the fraudulent records of the debt collector rather than requiring that its agents obey the law. Judge Kishner ignored this opposition that was filed an hour before (3/5/19 3:31 PM OPPM) sua sponte filed a 3/5/19 (4:45 PM) minute order to grant the HOA's MSJ and Nationstar's unsupported joinder as unopposed. Judge Kishner also ignored this declaration under penalty of perjury in both her 3/5/19 minute order and 4/18/19 order.</p>	

	<p>3/14/19 Tobin DECL DECL: Nona Tobin 3/14/19 AG Complaint 2-2019 opposing Nationstar lying about being owed \$389,000 from the Hansen promissory note was rejected on 12/4/20 for lack of jurisdiction</p> <p>Linked table of contents of exhibits</p> <p>3/26/19 AG email response was that the complaint had been referred to “<i>the appropriate investigative unit within the Office of the Attorney general for review</i>” and that I would be contacted if they had any questions.</p> <p>12/4/20 AG email response rejected the complaint as outside of the AG’s jurisdiction “<i>After careful review, it had been determined your complaint references allegations beyond the jurisdiction of this office.</i>”</p>	
	<p>4/20/19 DECL Nona Tobin declaration under penalty of perjury, included with 5/23/19 Tobin Reply to opponents' opposition to motion for reconsideration of 4/18/19 Kishner order This was included as exhibit 1 to the 509-page 5/23/19 reply (See linked 5/23/19 TOC).</p>	
	<p>4/29/19 Nona Tobin declaration under penalty of perjury, included with 4/29/19 motion to reconsider was not considered by judge Kishner when she denied the motion for reconsideration at the 5/29/19 hearing (5/29/19 RTRAN, 5/29/19 minutes, 5/29/19 VIDEO</p>	
	<p>4/15/19 Teralyn Lewis AFD Teralyn Lewis, custodian of records authenticated the Ombudsman's HOA foreclosure notice of sale compliance records for 2763 White Sage and 16 other HOA foreclosures related to Sun City Anthem and/or Joel Stokes/Joseph Hong. At the same 3/26/19 hearing 3/26/19 hearing (3/26/19 annotated transcript,</p>	

[3/26/19 minutes](#), [3/26/19, RTRAN](#) when Judge Kishner accepted the HOA attorney David Ochoa's verbal misrepresentations of the facts he had concealed in discovery of the HOA's actual official records ([HOA Board minutes](#), [2/26/19 HOA RESP 2 ROGs](#), [2/26/19 HOA RESP 2 RFDs](#), [Resident Transactions Report](#))

Judge Kishner rejected sua sponte the State of Nevada Ombudsman for the Owners in Common Interest Communities' HOA foreclosure notice of sale compliance records on the grounds that the compliance screen (that I filed into the court record multiple times unchallenged ([Tobin 080 \(Exhibit 14, p. 112\)](#)) was not verified and, even if verified, it was not evidence of a disputed material fact.

The same record verified by the Nevada Real Estate Division Custodian of Records Teralyn Lewis was resubmitted to support the motion for reconsideration as exhibit 7 to the [509-page 5/23/19 reply](#) (See [linked 5/23/19 TOC](#)).

Judge Kishner also declared stricken from the record my [4/17/19 621-page Reply](#) to support my pro se [4/10/19 JMOT/MSJ](#) joinder to Nationstar's motion for summary judgment against Jimijack (also stricken) that included the authenticated Ombudsman's HOA foreclosure notice of sale compliance records as an exhibit. See [12-page table of contents](#) of the 4/17/19 filed, but stricken unheard, documentary evidence.

In her [5/31/19 denial](#) of the motion to reconsider her 4/18/19 motion, Judge Kishner concluded

"The substantial exhibits that have been submitted in the case demonstrate that Nona Tobin as Trustee of the Trust was aware of the foreclosure and did not seek to stop the foreclosure."

	Nothing could be farther from the truth.	
--	---	--

Opponents claims were not supported by sworn affidavits or unrefuted documentary evidence

[2/11/19 Julia Thompson Affidavit](#) Red Rock's clerical supervisor , Julia Thompson, signed a modified certification, stopping way short of saying the Red Rock foreclosure file was a true, accurate, contemporaneous and complete response to [2/4/19 subpoena](#). ([RRFS 001-0425 served on 2/27/19](#))

Judge Kishner relied on SCA's Red Rock's [unverified, uncorroborated, sometimes blatantly falsified record](#) at the 3/26/19 hearing ([3/26/19 annotated transcript](#), [3/26/19 minutes](#), [3/26/19, RTRAN](#)).

At the same 3/26/19 hearing where Judge Kishner accepted the HOA attorney's verbal misrepresentations of the facts and he concealed the HOA's actual official records ([HOA Board minutes](#), [2/26/19 HOA RESP 2 ROGs](#), [2/26/19 HOA RESP 2 RFDs](#), Resident Transactions Report) judge Kishner rejected sua sponte the State of Nevada Ombudsman for the Owners in Common Interest Communities' HOA foreclosure notice of sale compliance records on the grounds that the compliance screen (that I filed into the court record multiple times unchallenged ([Tobin 080 \(Exhibit 14, p. 112\)](#))) was not verified and, even if verified, it was not evidence of a disputed material fact. The same record verified by the Nevada Real Estate Division Custodian of Records Teralyn Lewis was resubmitted to support the motion for reconsideration as exhibit 7 to the 509-page reply (See [linked 5/23/19 TOC](#)). Judge Kishner also declared stricken from the record my [4/17/19 621-page Reply](#) to support my pro se 4/10/19 joinder to Nationstar's motion for summary judgment against Jimijack (also stricken) that included the authenticated Ombudsman's HOA foreclosure notice of sale compliance records as an exhibit. See [12-page table of contents](#) of the 4/17/19 filed, but stricken unheard, documentary evidence. In her [5/31/19 denial](#) of the motion to reconsider her 4/18/19 motion, Judge Kishner concluded "*The substantial exhibits that have been submitted in the case demonstrate that Nona Tobin as Trustee of the Trust was aware of the foreclosure and did not seek to stop the foreclosure.*"

Nothing could be farther from the truth.

Pro se filings/motions stricken at 9/3/19 hearing based on Joseph Hong's corrupt motions

“There is no such thing as an ex parte hearing that happens in open court.”

(Page 36, line 21)

EXHIBIT#		
	<p>(9/3/19 annotated transcript)</p>	<p>9/3/19 Hearing was scheduled to hear my motion to dismiss the 6/24/19 trial order as Judge Kishner lacked jurisdiction pursuant to NRS 38.310 and my motion for a new trial per NRCP 54(b) and 59(a)(1)(A)(B)(C)(F). No oppositions were filed compliant with EDCR 2.20(i), and I filed and submitted to chambers for signature proposed findings of fact and conclusions of law and order to dismiss per NRS 38.310. Judge Kishner did not address anything I filed on their merits and instead granted Joseph Hong's motions and the HOA's motions to strike my jurisdictional motions from the record unheard. When I complained at the hearing that her 4/23/19 ex parte meeting with Hong and Morgan was unfair to me, she merely stated (Page 36) that it was impossible to meet ex parte in open court and blew it off when I told her that we had been served notice of her order to continue the hearing to 5/7/19.</p>
	<p>8/8/19 LISP 7-page recorded Lis Pendens was expunged by 11/22/19 order although to do so was outside of Judge Kishner's jurisdiction</p>	<p>11/22/19 order from the 9/3/19 included the false statement that Judge Kishner considered these motions on their merits. She did not consider either motion at all. She did not consider the fact that no one filed a proper opposition. She granted motions to strike without either the HOA or Joseph Hong citing any legal authority or providing any supporting their motions with any verified evidence. Further, Judge Kishner acted outside of her jurisdiction by sua sponte expunging a Lis Pendens that related to the A-19-</p>

		799890-C complaint I was forced to file because Judge Kushner refused to adjudicate my claims.

1. [4/24/19 MVAC/MSJ](#) motion to vacate and motion for summary judgment against all parties unheard and undecided in prior proceedings
2. [7/22/19 MNTR motion for a new trial per NRCP 54\(b\) and NRCP 59\(a\)\(1\)\(A\)\(B\)\(C\)\(F\) stricken from the prior proceedings unheard by unappealable 11/22/19 FFCO](#)
3. [7/29/19 MTD Tobin Pro Se motion to dismiss Judge Kushner's order granting quiet title to Jimijack for lack of jurisdiction per NRS 38.310\(2\) stricken from the prior proceedings unheard by unappealable 11/22/19 FFCO](#)

Fraudulent concealment

Hong deceived the court to cover up his conspiracy with Melanie Morgan and others to execute a fraudulent Nationstar-Jimijack deal to steal the \$500,000 house I inherited and to obstruct my ability to get my quiet title claim fairly adjudicated

EXHIBIT#		
	<p>5/21/19 Joseph Hong told the court the Jimijack – Nationstar deal was executed, but actually the deal that was executed was between non-parties, Joel A. Stokes, an individual and California LLC Civic Financial Services</p>	<p>5/1/19 Joel Stokes and Sandra Stokes as trustees of Jimijack Irrevocable Trust executed and recorded a deed to non-party Joel A. Stokes as an individual</p>
	<p>Jimijack-Nationstar’s fraudulent side deal recorded on 5/23/19 See 5/21/19 hearing 5/21/19 minutes, 5/21/19 RTRAN, 5/21/19 24:43-minute VIDEO</p>	<p>5/23/19 Joel A Stokes recorded a \$355,000 encumbrance to the property with what was either a \$355,000, one-year, no interest personal loan to Joel A. Stokes as an individual, or was actually Nationstar paying Joel A. Stokes or Joseph Hong \$355,000 for the property, using a sham deed of trust agreement as the vehicle, on the condition that they sell it within one year</p>
		<p>5/29/19 Joseph Hong, aided and abetted by other opposing counsels, fight like hell to keep the judge in the dark about my standing as an individual party so they can keep their scam from being detected</p>
	<p>ordered on 6/3/19 that all documentary evidence must be excluded from the trial, ignored my attorney’s timely 6/3/19 Tobin/Trust FFCL proposed findings of fact and conclusions of law and accepted Joseph Hong’s untimely and unsupported 6/5/19 Jimijack FFCL</p>	<p>6/3/19 Joseph Hong orchestrates the judge’s imposition of a NRCP 11 sanction to exclude all documentary evidence from the trial</p>

	<p>6/5/trial 6/5/19 trial day 1 minutes, 6/5/19 trial day 1 RTRAN 6/6/19 trial day 2 50:42-minute VIDEO Judge Kishner also declared stricken and unheard the Pro Se filings below by granting improper motions by Joseph Hong (8/7/19 RESP/MSTR/MAFC) for counter- defendants and David Ochoa for cross- defendant HOA (8/8/19 RESP/JMOT) at the 9/3/19 hearing</p> <p>7/22/19 MNTR motion for a new trial per NRCP 54(b) and NRCP 59(a)(1)(A)(B)(C)(F) 7/29/19 MTD Tobin Pro Se motion to dismiss Judge Kishner's order granting quiet title to Jimijack for lack of jurisdiction per NRS 38.310(2) 8/7/19 NOLP 39-page Notice of Lis Pendens of case not in Judge Kishner's court expunged from the property record by Judge Kishner granting the motion to strike by the HOA that had no adverse claim to Tobin for the title 8/26/19 FFCO Tobin Pro Se proposed findings of fact and order to grant Tobin motion to dismiss for lack of jurisdiction</p>	
--	--	--

5/1/19 DEED	<p>Joel & Sandra Stokes as trustees of Jimijack dumped Jimijack's deed by transferring the title into Joel's name as an individual. Judge Kishner never ruled on Jimijack's deed that Nona Tobin claimed was inadmissible per NRS 111.345 in her 2/1/17 AACC vs Jimijack and in two declarations under penalty of perjury.</p>
5/21/19 Transcript	<p>Nationstar attorneys characterize as a settlement agreement between parties Jimijack & Nationstar that excluded parties Nona Tobin & the Gordon B. Hansen Trust from the title fight without the court examining any evidence including not examining the alleged settlement documents.</p>
5/23/19 DOT	<p>Neither Nationstar nor Jimijack are parties to \$355,000 deed of trust executed & recorded on 5/23/19 by nonparties Joel A Stokes & Civic Financial Services</p>
5/31/19 NESO	<p>Nationstar stipulates that it drops its remaining quiet title claim against Jimijack with prejudice so they both win without the judge ever looking at the evidence or hearing Nona Tobin's claims against Nationstar & Jimijack.</p>

6/3/19 Reconvey	Nationstar dba claimed to be both the beneficiary and the trustee of the Hansen deed of trust and reconveyed the property to Joel A Stokes two days before the quiet title trial (A-15-720032-C) was allegedly supposed to determine the title rights between the Gordon B. Hansen Trust and the Jimijack Irrevocable Trust.
NSM 258-260	Nationstar disclosed it did not have the original Hansen promissory note, and the copy of the note it had was not endorsed to Nationstar
2/20/19 SODWOP	Nationstar dropped all its quiet title claims against all parties except Jimijack (1/11/16 COMP in A-16-730078-C) without adjudication or any judicial scrutiny of evidence.
2/28/19 RESP Pg 6	Nationstar admitted in response to interrogatories that it was not the beneficiary of the Hansen deed of trust; it was just the servicing bank for non-party Wells Fargo who has never claimed to be the beneficiary of the Hansen deed of trust. On page 7, the verification only included that Nationstar was the servicer and was signed by a previously unknown person of unknown authority.
3/8/19 Rescission	Nationstar – no power of attorney – rescinded 12/1/14 B of A to Nationstar assignment of the 7/22/04 Hansen deed of trust which means that Nationstar had no recorded claim to give it standing to be in either cases A-15-720032-C or A-16-730078-C and is judicially estopped from claiming that it was the owner of the Hansen deed of trust during all relevant times or ever.
3/8/19 Assignment	Nationstar – no power of attorney – executed Wells Fargo to Nationstar assignment of the 7/22/04 Hansen deed of trust
3/14/19 AG 2-2019	Complaint to the AG that was allegedly served on Melanie Morgan
3/18/19 NITD	Nationstar three-day notice to take default against Jimijack since Jimijack did not answer the 6/2/16 AACC
3/21/19 MSJ	Nationstar filed an MSJ against Jimijack and not against Nona Tobin, the HOA or the Gordon B Hansen Trust
4/10/19 OPP/MSJ	Tobin opposition to Nationstar’s MSJ as Nationstar did not own the beneficial interest of the Hansen deed of trust; and the HOA sale was void in its entirety so foreclosure would have to have been against Tobin for any lender; plus Jimijack’s deed was void per NRS 111.345.
4/9/19 NRS 38.310(2)	Notice of completion of mediation by Tobin/Hansen Trust when neither Jimijack nor Nationstar had complied with NRS 38.310 so the court lacked jurisdiction to grant them relief sought.
4/12/19 NS	Jimijack (who didn’t have a valid deed never filed any claims against Nationstar or against Tobin or the Hansen Trust) prevailed in the quiet title case by “settling” out of court with Nationstar in a fraudulent deal that excluded Tobin and the Hansen Trust. Judge Kishner never examined any evidence to support their claims (Judge Kishner held 42 hearings, but never examined any evidence.)
4/17/19 TOC exhibits	600 pages of evidence to support Tobin’s claims was stricken from the record unheard by bench orders at the ex-parte hearing.
4/19/19 RESP	Nationstar convinced the court that it was ok for Nationstar and Jimijack to settle the quiet title dispute without the court examining any evidence because Nationstar and Tobin/ Hansen trust weren’t really opposing parties.

Joseph Hong never entered any evidence into the record to support his clients claims or to refute mine

EXHIBIT#		

In addition to Hong's ignoring the [4/30/19 NOLP](#) served, 5/6/19 recorded notice of Lis Pendens, he and the court also ignored my [2/1/17 AACC](#) against Jimijack that the fifth cause of action is preliminary and permanent injunctions against JJ to prevent the transfer and encumbering of the property during the pendency of this action (Page 19, line 12 et seq, page 20 #76, line 3-6; page 21 #82, line 12-13; page 23. Lines 9-11).

6/3/19 Unfair sanction at calendar call

Judge Kushner refused to accept my [EDCR 2.67 supplement](#) to my attorney's [pre-trial memo AND PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW](#) that Judge Kushner rejected out of hand at the 6/3/19 calendar call

([6/3/19 minutes](#), [6/3/19 RTRAN](#), [6/3/19 VIDEO](#))

but Judge Kushner refused to accept my [EDCR 2.67 supplement](#) to my attorney's [pre-trial memo AND PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW](#) that Judge Kushner rejected out of hand at the 6/3/19 calendar call ([6/3/19 minutes](#), [6/3/19 RTRAN](#), [6/3/19 VIDEO](#))

6/3/19 Judge Kushner issued a bench order imposing NRC 11 sanction that of excluding all documentary evidence from trial based on her erroneous determination of "noncompliance by the parties under EDCR 2.67, EDCR 2.68, and EDCR 2.69 or NRC 16.1 (a) (3); and no pre-trial memorandums were filed, no joint pre-trial memorandums were filed, and there were no pre-trial disclosures. Parties did not provide trial exhibits. Court stated neither side can provide documents or witnesses at trial." This order was unfair in that it was a draconian punishment that damaged me almost \$700,000, and my attorney and I were in compliance, but Judge Kushner refused to accept the documents that were right in front of her. Judge Kushner ignored the fact that her refusing to look at the documentary evidence allowed Jimijack, to be unjustly enriched over \$600,000 without even putting on a case as Jimijack was a Plaintiff who had no exhibits, no witnesses, no filed claims, no admissible deed, no 16.1 disclosures, and was not in noncompliance with NRS 38.310.

6/3/19 Judge Kushner refused to accept the Tobin/Hansen Trust exhibits, Joe Coppedge's Proposed 6/5/19-6/6/19 the trial was a sham. Judge Kushner clearly believed that her 4/17/19 order was final and preclusive. Judge Kushner did not impose any penalty on Joseph Hong for failing to file a pre-trial memorandum.

1. 5/21/19 Status check Although Judge Kushner scheduled a status check at the 4/23/19 ex parte meeting for 5/21/19, she did not check their documents or require that the documents be given to the other parties in the case who would be damaged by the Jimijack-Nationstar agreement. Judge Kushner did not check the documents and they were fraudulent. See [5/23/19 recorded agreement](#). Judge Kushner scheduled Nona Tobin, an individual, and Nona Tobin as trustee vs. Hong's clients for the bench trial, was informed that Plaintiff Jimijack had no exhibits, witnesses or claims for trial, but Nona Tobin had two four-inch binders of evidence and that the attorneys had met telephonically per EDCR 2.67. Judge Kushner forgot all this and acted unfairly at the 5/29/19 hearing and the 6/3/19 calendar call and trial as a result.
2. 5/29/19 Judge Kushner did not hear my motion to reconsider on its merits, ignoring 500 pages of verified corroborated evidence but denied it after refusing to let me speak in support of the motion to reconsider. Judge Kushner also refused to let me speak in support of the Mushkin/Coppedge motion to withdraw as counsel for me as an individual and to substitute Nona Tobin, an individual, for Nona Tobin as trustee of the closed Hansen Trust, insisting erroneously that I had never been a party as an individual. Mushkin withdrew the motion to withdraw after Judge Kushner said she would deny it.

3. 6/3/19 Judge Kushner sua sponte changed the parties who on 5/21/19 she said would be at trial, eliminating me both from the trial two days later and from access to the Nevada Court of Appeals since I no longer met the NRAP definition of “aggrieved”.
4. 6/5/19 Judge Kushner accepted Joseph Hong’s untimely proposed findings of fact
5. 6/17/19 Judge Kushner never heard or ruled on my motion to intervene as an individual and ignored the 6/21/19 declaration under penalty of perjury that described the fraud she allowed to be perpetrated on the court
6. 7/9/19 Judge Barker granted Coppedge’s unopposed motion to withdraw as counsel for me as an individual. Judge Kushner refused to sign order as written

Property record explained

How Joseph Hong’s obstruction of a fair adjudication of my claims damaged me personally

Factual allegations

1. Between 2003-2020, there were [62 recorded claims](#) against the title of the subject property, 2763 White Sage, APN 191-13-811-052.
2. At least 34 of the 62 recorded documents assert claims against title that introduced false claims and misrepresentations of material facts into the property record, as well as into the court record, by opposing parties, or independently by opposing counsels, whose claims are adverse to mine.
3. These adverse claims are relevant to the quiet title dispute of APN: 191-13-811-052 that has been the subject of three district court cases A-15-720032-C and A-16-730083-C before Judge Joanna Kishner, Eighth District Court, Dept. 31 and A-19-799890-C before Judge Susan Johnson, Eighth District Court, Dept.22. This litigation began on 6/16/15 and continues to this day in 2021.
4. During over 5 ½-years of litigation, none of these recorded documents have been subjected to judicial scrutiny by either Judge Kishner or Judge Johnson.,
5. Recorded instruments – particularly deeds, deeds of trusts, powers of attorney, assignments of deeds of trusts, lis pendens, release and/or expungement of lis pendens – are among the most central pieces of documentary evidence that should be examined by a judge to make an NRS 40.010 quiet title determination.
6. There are four appeals pending before the Nevada Court of Appeals 79295, 82094, 82234, and 82294.
7. Virtually all claims executed, notarized and/or recorded by any agent, attorney or employee of Bank of America, Nationstar Mortgage LLC, Nationstar Mortgage LLC dba Mr. Cooper, Quicken Loans, Joel A Stokes as an individual, Joel & Sandra Stokes as trustees of Jimijack Irrevocable Trust, Sun City Anthem, or FirstService residential, Nevada (FSR) fka RMI Management LLC d/b/a Red Rock Financial Services, a subsidiary and/or an LLC, and/or a partnership (EIN 88-0358132), involve fraudulent claims against the APN: 191-13-811-052 title,

9/9/2014	BANA recorded 8/21/14 assignment to Wells Fargo
6/9/2015	Recorded OpHomes 2 F.Bondurant 6/4/15 quit claim
6/9/2015	3 Quit claim to Jimijack -Yuen Lee signed as T Lucas
12/1/2014	NS recorded 10/23/14 assignment to itself as BANA’s “attorney-in-fact”
3/12/2015	WF recorded substitution trustee reconvey 2nd DOT 2 GBH

8/27/2008	1 Deed GBH 2 GBH Trust
12/1/14 Assignment	Nationstar – no power of attorney – executed B of A to Nationstar assignment of the 7/22/04 Hansen deed of trust

Lis Pendens

6/7/2016	NS Lis Pendens re A-720032-C
4/12/2012	Recorded DOT assign to BANA
7/15/2004	Western Thrift Deed of Trust
1/13/2016	NS Lis Pendens re A-730078-C

Notary fraud

	CA notary laws
1/17/2017	Backup for notary subpoenas- not issued
3/1/2019	CA SOS letter re notary complaint
3/12/2019	CA notary violations on 4/12/12 DOT 2 BANA misc docs
3/10/2019	Tobin draft DECL OPPC NS ex 1-10

Nationstar

3/28/2017	Recorded GBH Trust quit claim 2 Tobin
3/28/2017	Recorded Hansen Disclaimer of Interest NSM 212-217
2/12/2019	Joinder to the SCA motion.
2/12/2019	NS Ltd joinder 2 SCA MSJ
2/20/2019	Gmail – compare NS disclosure with my paid off note
2/20/2019	Gmail - another nail in Nationstar's coffin
2/25/2019	NS unrecorded rescinded 10/23/14 assignment-refiled NSM 404-408
2/25/2019	NS unrecorded refile of 10/23/14 as WF attorney in fact
3/8/2019	Recorded rescission of 10/23/14 assignment MSN 407-408?
4/1/2016	Unrecorded WF power of attorney NSM 270-272
2011	Certified fraud examiner Amicus curiea MA Supreme Court
7/15/2004	COPY of GBH note NSM 258-260
3/11/2011	2011 anti-foreclosure fraud law AB 284
12/1/14 Assignment	Nationstar – no power of attorney – executed B of A to Nationstar assignment of the 7/22/04 Hansen deed of trust

MISC

5/9/2016	Residential Transaction Report – 2763 White Sage
9/18/2016	Tobin letter to R-J editor ""HOAs, foreclosures, and property rights"
2/27/2019	TOC 2 Tobin disclosures
2/27/2019	Tobin 1st sup + BHHS + RRFS

Unjust Enrichment – Red Rock

11/5/2018	Irma Mendez affidavit re Joel Just
2/27/2019	"HOA debt collectors wield an unlawful level of power"
12/28/2016	Corwin notary communications
1/3/2017	Debra Batesel journal entries re 6/4/15 quit claim & RPA
3/1/2019	Hearing minutes Spanish trail A-14-710161
8/21/2014	RRFS trust account check \$57,282.32 to CC District court

Alessi & Koenig

4/1/2015	Thomas Baynard CA bar discipline
----------	--

Table of Authorities

10/1/2011	NV 2011 Legislative Digest re AB 284 changes
2/1/2012	2012 National Mortgage Settlement
12/31/2013	Mortgage transfer disclosure requirements

8. [NRS 205.395](#) categorizes claiming, executing, recording or notarizing false representation concerning title as a category C felony with the greater category B penalties if the perpetrator has engaged in a pattern of making false claims.

(1)(a) Claims an interest in, or a lien or encumbrance against, real property in a document that is recorded in the office of the county recorder in which the real property is located and who knows or has reason to know that the document is forged or groundless, contains a material misstatement or false claim or is otherwise invalid

2. A person who makes a false representation concerning title in violation of subsection 1 is guilty of a category C felony and shall be punished as provided in [NRS 193.130](#).

3. A person who engages in a pattern of making false representations concerning title is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 3 years and a maximum term of not more than 20 years, or by a fine of not more than \$50,000, or by both fine and imprisonment.

9. [NRS 205.377](#) defines additional Category B felony penalties for corrupt business practices designed to defraud by “a false representation or omission of a material fact” and mandates restitution to the victim in addition to any other penalties imposed.

4. In addition to any other penalty, the court shall order a person who violates subsection 1 to pay restitution.

NRS 205.377 Multiple transactions involving fraud or deceit in course of enterprise or occupation; penalty. [Effective through June 30, 2020.]

1. A person shall not, in the course of an enterprise or occupation, knowingly and with the intent to defraud, engage in an act, practice or course of business or employ a device, scheme or artifice which operates or would operate as a fraud or deceit upon a person by means of a false representation or omission of a material fact that:

- (a) The person knows to be false or omitted;
- (b) The person intends another to rely on; and
- (c) Results in a loss to any person who relied on the false representation or omission,

10. [AB 284 \(2011\)](#) amended NRS 107 to require sworn affidavits as part of Nevada’s anti-foreclosure fraud legislative changes

Section 9 amends NRS 107.080, which is one of the main statutes related to foreclosures. It requires a notice of default or "NOD" to include a notarized affidavit of the trustee's authority to exercise the power of sale. The affidavit must spell out all the money that is owed, and must include a statement under penalty of perjury that the lender or the trustee is in actual possession of the note. As in section 6, it sets forth civil penalties for violations.

Table of violations

I. TABLES OF JUDICIAL VIOLATIONS
Judge Joanna Kishner, Judge Susan Johnson

LEGAL AUTHORITY	PROVIDES	VIOLATION IN THIS CASE
NRS 30.030	<p>Scope. Courts of record within their respective jurisdictions shall have power to declare rights, status and other legal relations whether or not further relief is or could be claimed. No action or proceeding shall be open to objection on the ground that a declaratory judgment or decree is prayed for. The declaration may be either affirmative or negative in form and effect; and such declarations shall have the force and effect of a final judgment or decree.</p>	<p>Judge Kishner did not perform this function competently provided declaratory relief to parties outside her jurisdiction (Jimijack, Nationstar and Yuen K Lee/F. Bondurant LLC) and did not understand the adverse interests of the parties.</p> <p>Here is a list of all filed claims for declaratory relief, answers & orders resolving them without any judicial scrutiny of the evidence.</p> <p>Jimijack 6/16/15 Jimijack complaint vs Bank of America & HOA No answers 10/16/15 JDDF vs. BANA (No NEO) 3/12/19 ANEO dismiss claims against HOA</p> <p>Nationstar 1/11/16 Nationstar complaint vs. Opportunity Homes No answer 2/20/19 SODWOP (NESO 2/20/19) stipulation to dismiss all claims</p> <p>6/2/16 Nationstar counter-claim vs Jimijack 3/25/19 RCCM response three years late. No counter claims 5/31/19 SODW (NTSO 5/31/19) stipulation to dismiss all claims</p> <p>Nona Tobin, an individual/Tobin as trustee of the Gordon B. Hansen Trust, dated 8/22/08</p> <p>1/31/17 CRCM Tobin/Hansen Trust vs Sun City Anthem 4/20/18 XCAN (14-month late) answer to cross-claim. No HOA cross claims vs. Tobin/Hansen Trust <i>Resolved by</i> 9/19/17 OGM (NEO 9/20/19) stipulation to dismiss Tobin/Hansen Trust claims except quiet title pending completion of NS 38.310 mediation 4/17/19 OGM (NEO 4/18/19) granting SCA MSJ as to Hansen Trust quiet title claim only 5/31/19 ORD (NEO 5/31/19) denying Tobin/Hansen motion to reconsider</p> <p>2/1/17 AACC Tobin/Hansen Trust vs Jimijack 3/13/17 RCCM response to counter claim, no counterclaims vs. Tobin/Hansen Trust <i>Resolved by</i></p>

		<p>6/24/17 order (NEO 6/24/19) granting quiet title to Jimijack</p> <p>2/1/17 CRCM Tobin/Hansen Trust vs Thomas Lucas/Opportunity Homes LUCAS OP HOMES DID NOT answer <i>Resolved by</i> 8/9/17 order (NEO 8/11/17) granting Opportunity Homes motion for summary judgment vs Tobin/Hansen Trust</p> <p>2/1/17 CRCM Tobin/Hansen Trust vs Yuen K. Lee dba F. Bondurant LLC 3/13/17 XCAN answer to cross-claim, no cross claims vs. Tobin/Hansen Trust <i>Resolved by</i> 6/24/17 order (NEO 6/24/19) granting quiet title to Jimijack</p>
<p>NRS 40.010</p>	<p>NRS 40.010 Actions may be brought against adverse claimants. An action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim</p>	<p>Judge Kishner refused to adjudicate my claims as an individual after the 4/23/19 ex parte hearing where she relied on the misrepresentations of opposing counsels to refuse to allow me to assert a claim that my 3/28/17 deed as an individual was superior to all others and that the HOA sale was fraudulent, unfair for lack of notice and due process and void for the rejection of tendered assessments that would have cured the default and unauthorized by HOA Board action.</p> <p>Judge Kishner did not notice Nationstar sued Opportunity Homes six months after Opportunity Homes transferred its recorded interest to F. Bondurant LLC but did not sue Jimijack on 1/11/16 when Jimijack held the record interest.</p> <p>Jimijack sued Bank of America on 6/16/15 when Nationstar claimed it held the recorded interest in the Hansen deed of trust, Bank of America had recorded an assignment of its interest, if any, to Wells Fargo on 9/9/14. J</p> <p>Jimijack never filed a claim against Wells Fargo or Nationstar, but Judge Kishner granted quiet title to Jimijack anyway by allowing Jimijack and Nationstar to “settle” non-existent claims out of court.</p> <p>Because Judge Kishner refused to recognize that I had a valid me as a party as an individual, despite my holding the recorded title interest of the closed Hansen Trust since 3/2/8/17, she would only allow the Hansen Trust to assert claims at trial.</p> <p>Because Joseph Hong concealed that Jimijack had transferred its interest to Joel Stokes as an individual five weeks before the trial, Judge Kishner was not aware that Jimijack had no interest to protect at the trial.</p> <p>Judge Kishner allowed Nationstar to convince her at the 4/23/19 ex parte hearing that an ex parte out of court settlement between Jimijack & Nationstar r would “settle all claims”</p>

<p>NRS 30.130</p>	<p>NRS 30.130 Parties. When declaratory relief is sought, all persons shall be made parties who have or claim any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not parties to the proceeding.</p>	<p>Judge Kishner did not look at the court record to see that she had granted me leave to intervene. She would not let me correct the record. She doubled down and insisted that the ruling she thought she had made three earlier removed from me all my rights to be a party in any court, to assert any claim, or to appeal any order.</p> <p>She refused to let me represent myself despite my filings as a Pro Se 2/1/17 IAFD, 4/9</p> <p>She severely damaged me by orders made on 8/11/17, 9/19/17, 2/20/19, 3/5/19, 3/12/19, 3/26/19, 4/10/19, 4/17/19, 4/23/19, 5/29/19, 5/31/19, 5/31/19, 6/3/19, 6/24/19, 11/22/19 without consideration of my opposition or evidence made on 3/5/19, 4/10/19, 4/17/19, 4/24/19, 5/23/19, 6/3/19, 6/21/19, 7/22/19,</p>
<p>NRCP 11 (a) Rule 11. Signing Pleadings, Motions, and Other Papers; Representations to the Court; Sanctions</p>	<p>(a) Signature. Every pleading, written motion, and other paper must be signed by at least one attorney of record in the attorney's name — or by a party personally if the party is unrepresented. The paper must state the signer's address, email address, and telephone number. Unless a rule or statute specifically states otherwise, a pleading need not be verified or accompanied by an affidavit. The court must strike an unsigned paper unless the omission is promptly corrected after being called to the attorney's or party's attention.</p>	<p>Judge Kishner declared my Pro Se filings were rogue and stricken from the record by bench order at the 4/23/19 ex parte hearing.</p> <p>No opportunity for my counsel of record to sign was given on 4/25/19, she merely informed us at the pre-trial conference that she had stricken them from the record.</p> <p>She then refused to grant three motions to withdraw and refused to sign Judge Barker's 7/9/19 that granted leave for Coppedge to withdraw.</p> <p>I am not aware of any legal authority that authorizes a judge to require a person to have an attorney, particularly unilaterally ordering her to be represented by an attorney that she fired for failing to file her oppositions and countermotions for summary judgment.</p>

<p>NRCPC 11 (b) Representations to the Court.</p>	<p>— an attorney or unrepresented party certifies that to the best of the person’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances: (1) it is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based</p>	<p>In Judge Kushner’s and Judge Johnson’s courts and before the court of appeals, all opposing counsels have knowingly signed filings that contain false statements were filed for an improper purpose, and or were not supported by evidence.</p> <p>Both Judge Kushner and Judge Johnson were duped because they dismissed my claims unheard without ever looking at the evidence.</p> <p>Attorneys for Wright, Finley, Zak, aided and abetted mortgage servicing fraud of both Bank of America and Nationstar Mortgage by filing into these quiet title civil actions statements known to be false and disclosing false evidence Edgar Smith (NV bar #5506) on 1/11/16, 4/12/16 DECL, 4/12/16, 5/10/16, 6/2/16, 6/3/16, 6/10/16, 3/27/17 DECL , 3/27/17, 11/9/17, 2/9/18, (Dana Johnson Nitz NV Bar #0050, Michael Kelly NV Bar #10101)</p> <p>Attorneys for Akerman LLP (Melanie Morgan NV Bar #8215, Karen Whelan NV Bar #10466, Donna Wittig NV Bar #11015), 5/15/18, 2/7/19, Thera Cooper NV Bar #13468, 2/12/19, 2/12/19, 2/20/19, 2/21/19, 2/21/19, 2/27/19, 2/28/19, 2/28/19, 3/7/19, 3/12/19, 3/12/19, 3/18/19, 3/21/19, 3/26/19 RTRAN, 4/12/19, 4/15/19 (SAO signed 4/10/19), 4/19/19, 4/23/19, 4/23/19 RTRAN, 4/25/19 RTRAN, 5/3/19, 5/21/19 RTRAN, 5/29/19 RTRAN, 5/31/19, 6/24/19, 6/24/19, 6/25/19, 7/1/19, 7/22/19.</p> <p>11/16/20 verified complaint vs. Nationstar provides 692 pages of evidence supporting my claim of mortgage servicing fraud and fraud on the court vs. Nationstar and its Akerman and Wright Finley Zak attorneys.</p> <p>Joseph Hong (NV Bar #5995) filed written false statements, filed frivolous unsupported harassing pleadings, knowingly made false verbal statements, made fraudulent misrepresentations of material facts, concealed/failed to disclose material facts, conspired with others, received proceeds, on these dates, 6/9/15 DEED, 6/16/15, 6/8/16, 8/12/15, 10/16/15, 8/30/16, 9/29/16 RTRAN, 12/5/16, 12/20/16 RTRAN, 3/13/17, 3/13/17, 3/13/17, 12/5/18, 3/25/19, 3/26/19 RTRAN, 4/15/19, 4/22/19, 4/23/19 minutes, 4/23/19 RTRAN, 4/23/19 RTRAN annotated, 4/25/19 RTRAN, 5/1/19 DEED, 5/3/19, 5/21/19, 5/23/19 Agreement, 5/24/19, 5/29/19 video, 5/29/19 RTRAN, 6/3/19 RTRAN, 6/3/19 video, 6/5/19, 6/5/19 video, 6/5/19 RTRAN, 6/5/19 video, 6/6/19 RTRAN, 6/24/19, 6/28/19, 8/7/19, 8/13/19, 9/3/19 RTRAN, 9/3/19 video, 6/25/20, 7/1/20, 8/3/20 annotated, 8/11/20 video, 8/11/20 RTRAN, 10/8/20, 10/8/20 annotated, 10/16/20 OST, 10/16/20 NEO, 10/29/20 RTRAN, 10/29/20 video, 11/3/20 video, 11/3/20 RTRAN</p> <p>Lipson Neilson (David Ochoa NV Bar #10414, Kaleb Anderson NV Bar #7582) denied me my rights under CC&Rs XVI, defamed me in quarterly litigation reports filed into case A-720032-C written false statements, knowingly made false verbal statements, made fraudulent misrepresentations of material facts, concealed/failed to disclose material facts, conspired with others to suppress my evidence against all opposing parties, on these dates 3/22/17, 3/22/17, 3/27/17, 3/28/17 RTRAN (Angela Ochoa), 3/31/17, 4/18/17, 4/27/17 RTRAN, 5/23/17 RTRAN, 5/25/17 RTRAN, 9/20/17, 4/20/18, 5/31/18, 2/5/19, 2/11/19, 2/26/19, 2/26/19, 3/6/19, 3/26/19 RTRAN, 4/18/19, 5/2/19, 5/24/19,</p>
--	--	--

	on belief or a lack of information.	<p>5/31/19, 8/8/19, 8/9/19, 8/22/19, 9/3/19 RTRAN, 9/4/19, 9/10/19 video, 9/10/19 minutes, 7/1/20,</p> <p>Koch & Scow 9/27/18, 2/4/19, 2/11/19, 6/23/20, 8/3/20, 12/3/20</p>
NRCP 7 (e) (e) Construing Pleadings.	Pleadings must be construed so as to do justice.	<p>Both district court judges allowed opposing counsels to suppress evidence and interpret my case and standing.</p> <p>My pleading accuses these people of fraud and criminal activity, I would think that construe those pleadings “so as to do justice” would warrant at least a glance at the evidence.</p> <p>That they both chose to ignore my pleadings and my evidence to dismiss my claims without listening to me or any of my attorneys is astonishing.</p> <p>12/7/20 Nationstar settlement indicates a corrupt pattern but is not applicable to my case.</p> <p>The corrupt pattern in my case was executed by attorneys abusing the quiet title litigation process. In my case, Nationstar was the servicing bank from 12/1/13 to the present (B of A was the servicer before) Neither B of A nor Nationstar ever recorded a notice of default or took any of the steps mandated by NRS 107.080 to foreclose on the Hansen DOT even though there were no payments after 2011 because the borrower died. B of A/Nationstar both obstructed fair market value sales, I sold it on 5/8/14 on auction.com for \$367,500 on 5/8/14, but Nationstar said the beneficiary disapproved the sale. Nationstar refused to identify the beneficiary and let the HOA sell I for \$63,100 on 8/15/14 with no notice to me whatsoever. Nationstar circled back, filed a fraudulent civil action in 2016 (1/11/16 COMP) for quiet title against Opportunity Homes who did not have any recorded interest after 6/9/15) based on the false claim that NSM was the beneficiary since 2011 to claim that the HOA sale was void because B of A had paid the super-priority of delinquent HOA fees. I intervened to support Nationstar’s suit to void the sale and said that I had evidence that Nationstar was lying about being the beneficiary. Nationstar and Jimijack made a fraudulent side deal to prevent the court from seeing that neither of them had any evidence to support their claims. Nationstar knew I could prove that it did not have standing to foreclose, and Jimijack knew I could prove Jimijack’s deed was fraudulent. The only way they could prevail was by suppressing all the evidence and obstructing a fair adjudication of my claims.</p>
NRCP 10 (a)(1)	Rule 10. Form of Pleadings	Miles, Bauer, Bergstrom, & Winters LLP, e.g., Rock K. Jung on 4/8/13 , 5/8/13 ,

	(a) Caption; Names of Parties. Every pleading must have a caption with the court's name, the county, a title, a case number, and a Rule 7(a) designation. The caption of the complaint must name all the parties; the caption of other pleadings, after naming the first party on each side, may refer generally to other parties.	Attorneys for Wright, Finley, Zak, aided and abetted mortgage servicing fraud of both Bank of America and Nationstar Mortgage by filing into these quiet title civil actions statements known to be false and disclosing false evidence Edgar Smith (NV bar #5506) on 1/11/16 , 4/12/16 DECL , 4/12/16 , 5/10/16 , 6/2/16 , 6/3/16 , 6/10/16 , 3/27/17 DECL , 3/27/17 , 11/9/17 , 2/9/18 , (Dana Johnson Nitz NV Bar #0050, Michael Kelly NV Bar #10101)
NCJC 1.1	Compliance with law	<p>11/16/20 verified complaint vs. Nationstar provides 692 pages of evidence supporting my claim of mortgage servicing fraud and fraud on the court vs. Nationstar and its Akerman and Wright Finley Zak attorneys.</p> <p>Joseph Hong (NV Bar #5995) filed written false statements, filed frivolous unsupported harassing pleadings, knowingly made false verbal statements, made fraudulent misrepresentations of material facts, concealed/failed to disclose material facts, conspired with others, received proceeds, on these dates, 6/9/15 DEED, 6/16/15, 6/8/16, 8/12/15, 10/16/15, 8/30/16, 9/29/16 RTRAN, 12/5/16, 12/20/16 RTRAN, 3/13/17, 3/13/17, 3/13/17, 12/5/18, 3/25/19, 3/26/19 RTRAN, 4/15/19, 4/22/19, 4/23/19 minutes, 4/23/19 RTRAN, 4/23/19 RTRAN annotated, 4/25/19 RTRAN, 5/1/19 DEED, 5/3/19, 5/21/19, 5/23/19 Agreement, 5/24/19, 5/29/19 video, 5/29/19 RTRAN, 6/3/19 RTRAN, 6/3/19 video, 6/5/19, 6/5/19 video, 6/5/19 RTRAN, 6/5/19 video, 6/6/19 RTRAN, 6/24/19, 6/28/19, 8/7/19, 8/13/19, 9/3/19 RTRAN, 9/3/19 video, 6/25/20, 7/1/20, 8/3/20 annotated, 8/11/20 video, 8/11/20 RTRAN, 10/8/20, 10/8/20 annotated, 10/16/20 OST, 10/16/20 NEO, 10/29/20 RTRAN, 10/29/20 video, 11/3/20 video, 11/3/20 RTRAN</p>
NCJC 1.2	Promoting confidence in the judiciary	
NCJC 2.2	Impartiality and fairness	Repeated, stark differences in application of the court rules, using them punitively vs. me and tolerating multiple violations of the court rules from Joseph Hong
NCJC 2.4	External influences on judicial conduct	At the ex parte meeting Judge Kishner
NCJC 2.6	Ensuring the right to be heard	Judge Kishner declared seven pro se filings rogue and stricken from the record without allowing my attorney to sign them per NRCP 11(a)(1), refused to let me speak on 4/25/19, 5/21/19, 5/29/19, 6/3/19,

		and excluded me from the trail as an individual on 6/5/19 and 6/6/19, refused to hear my 4/24/19 MVAC per rule 60(b), and refused my attorney's three motions to withdraw
NCJC 2.7	Responsibility to decide	Judge Kishner did not rule on my claims & evidence that Nationstar and Jimijack didn't have standing or that the HOA sale should be declared void for fraud, lack of due process and rejection of assessments, interplead the excess proceeds of the sale that Red Rock unlawfully retained, or even on my motion challenging her jurisdiction to provide relief to Nationstar/Jimijack who were non-compliant with NRS 38.310. Further at the 4/23/19 ex parte hearing Judge Kishner let opposing counsels tell her how to decide the case against me.
NCJC 2.9	Ex parte communications	Judge Kishner was proceeded with an unnoticed hearing regarding my opposition to Nationstar's motion for summary judgement against Jimijack and my countermotion after she knew that there was no Clerk's notice of hearing served and after she had ordered in meeting ex parte with Joseph Hong and Melanie Morgan discussing substantive aspects of the case that were not on the calendar 4/10/19 ex parte stipulation and order to continue hearing 4/23/19 Recorder's Transcript of Hearing:

Notices of Appearance were ignored, stricken or mishandled

4/9/19 I filed a NOTA to return to my Pro Se status (see 2/1/17 IAFD and 5/24/17 NOTA) that does not appear on the register of actions as it was removed from the court's bench order at the 4/23/19 ex parte hearing

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

NOTA
NONA TOBIN
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
*Defendant-in Intervention/ Cross-Claimant
In Proper Person*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA, N.A., Defendant. <hr/> NATIONSTAR MORTGAGE, LLC, Counter-Claimant, Vs. JIMJACK IRREVOCABLE TRUST, Counter-Defendant <hr/> NONA TOBIN, an individual, Trustee of the GORDON B. HANSEN TRUST, dated 8/22/08 Cross-Claimant, vs. JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., Yuen K. Lee, an individual, d/b/a Manager, F. Bondurant, LLC, and DOES 1-10 AND ROE CORPORATIONS 1-10, inclusive Cross-Defendant.	Case No.: A-15-720032-C Consolidated with: A-16-730078-C Department: XXXI NOTICE OF APPEARANCE NONA TOBIN IN PROPER PERSON
---	---

Electronically Filed
4/9/2019 12:10 AM
Steven D. Grierson
CLERK OF THE COURT
Steven D. Grierson

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA, N.A.; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; DOES 1 through X and ROE BUSINESS ENTITIES 1 through 10, inclusive, Defendants. <hr/> NONA TOBIN, an individual, and Trustee of the GORDON B. HANSEN TRUST, dated 8/22/08 Counter-Claimant,	Case No.: A-15-720032-C Dept. No.: XXXI INITIAL APPEARANCE FEE DISCLOSURE
--	--

Electronically Filed
02/01/2017 03:23:07 PM
Steven D. Grierson
CLERK OF THE COURT

1 MICHAEL R. MUSHKIN, ESQ.
Nevada Bar No. 2421
2 L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
3 MICHAEL R. MUSHKIN & ASSOCIATES
4 4475 S. Pecos Road
Las Vegas, NV 89121
5 Telephone: 702-386-3999
6 Facsimile: 702-454-3333
Michael@mushlaw.com
7 Joe@mushlaw.com
8 Attorneys for *Nona Tobin, an individual and
as Trustee of the Gordon B. Hansen Trust*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

11 JOEL A. STOKES and SANDRA F.
STOKES, as trustee for the JIMJACK
12 IRREVOCABL TRUST,
13 Plaintiff,
14 vs.
15 BANK OF AMERICA, N.A.; SUN CITY
ANTHEM COMMUNITY ASSOCIATION;
16 DOES 1 through X and ROES BUSINESS
ENTITIES 1 through 10, inclusive,
17 Defendants.

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

**NOTICE OF APPEARANCE OF
COUNSEL**

19 NONA TOBIN, an individual and Trustee of
the GORDON B. HANSEN TRUST, dated
20 8/22/25,
21 Counter-Claimant,
22 vs.
23 JOEL A. STOKES and SANDRA F.
STOKES, as trustee for the JIMJACK
24 IRREVOCABL TRUST,
25 Counter-Defendant.
26 Caption Continues Below
27

1 NONA TOBIN, an individual and Trustee of
2 the GORDON B. HANSEN TRUST, dated
3 8/22/25,
4 Cross-Claimant,
5 vs.
6 SUN CITY ANTHEM COMMUNITY
ASSOCIATION, INC., DOES 1-10, and
7 ROE CORPORATIONS 1-10, inclusive,
8 Cross-Defendant.

NOTICE OF APPEARANCE OF COUNSEL

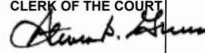
10 Please take notice that Michael R. Mushkin, Esq., and L. Joe Coppedge, Esq., of the law
11 firm Michael R. Mushkin & Associates hereby enters his appearance as counsel of record for
12 Counter-Claimant/ Cross-Claimant, Nona Tobin, an individual and as Trustee of the Gordon B.
13 Hansen Trust. As such, please direct copies of any and all pleadings, papers, notices,
14 correspondence, and any and all documents concerning this matter to said counsel.

15 DATED this 24 day of May, 2017

MICHAEL R. MUSHKIN & ASSOCIATES


18 Michael R. Mushkin, Esq.
19 Nevada Bar No. 2421
20 L. JOE COPPEDGE, ESQ.
21 Nevada Bar No. 4954
22 4475 South Pecos Road
Las Vegas, Nevada 89121

Denials of motions for counsel to withdraw were unreasonable



1 MICHAEL R. MUSHKIN, ESQ.
Nevada Bar No. 2421
2 L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
3 MUSHKIN CICA COPPEDGE
4 4495 South Pecos Road
Las Vegas, Nevada 89121
5 Telephone: 702-454-3333
Fax: 702-386-4979
6 michael@mcenvlaw.com
7 jcoppedge@mcenvlaw.com

8 *Attorneys for Nona Tobin, an individual and*
9 *as Trustee of the Gordon B. Hansen Trust*

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

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

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

14 Plaintiffs,
15 vs.

Department: XXXI

Hearing Requested

16 BANK OF AMERICA, N.A.;
17
18 Defendant.

19 NATIONSTAR MORTGAGE, LLC,
20 Counter-Claimant,
21 vs.

**MOTION TO WITHDRAW
AS COUNSEL OF RECORD FOR
NONA TOBIN, AN INDIVIDUAL
ON ORDER SHORTENING TIME**

22 JIMI JACK IRREVOCABLE TRUST,
23 Counter-Defendant.

DEPARTMENT XXXI
NOTICE OF HEARING
DATE 7/9/19 TIME 9:00 am
APPROVED BY [Signature]

24
25 CAPTION CONTINUES BELOW

7/9/19 Judge Barker, who was substituting for Judge Kishner on the scheduled date of the hearing, granted the unopposed motion for Coppedge/Mushkin to withdraw as counsel for me as an individual.

7/9/19 video
[7/9/19 minutes](#)

1 MICHAEL R. MUSHKIN, ESQ.
 2 Nevada Bar No. 2421
 3 L. JOE COPPEDGE, ESQ.
 4 Nevada Bar No. 4954
 5 MUSHKIN & COPPEDGE
 6 4495 South Pecos Road
 7 Las Vegas, Nevada 89121
 8 Telephone: 702-454-3333
 9 Fax: 702-386-4979
 10 michael@mccnvlaw.com
 11 jcoppedge@mccnvlaw.com
 12
 13 Attorneys for Nona Tobin,
 14 as Trustee of the Gordon B. Hansen Trust
 15
 16 DISTRICT COURT
 17 CLARK COUNTY, NEVADA
 18
 19 JOEL A. STOKES and SANDRA F. STOKES,
 20 as trustee of the JIMJACK IRREVOCABLE
 21 TRUST, Case No.: A-15-720032-C
 22 Consolidated with: A-16-730078-C
 23
 24 Plaintiff, Department: XXXI
 25 vs.
 26 BANK OF AMERICA, N.A.,
 27 Defendant.
 28 AND RELATED CLAIMS.



**ORDER GRANTING MOTION TO WITHDRAW
 AS COUNSEL OF RECORD**

This matter having come before the above-entitled Court on July 9, 2019, and the Court having considered the moving papers filed herein and having received no opposition thereto.

NOW THEREFORE, for good cause appearing the Court finds that the Motion to Withdraw should be granted.

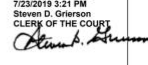
The last known address, telephone number and current e-mail address of Nona Tobin
 AS Trustee of the Gordon B. Hansen Trust

Page 1 of 2
 AUG 22 13:07:11
 TC31

1 is 2664 Olivia Heights Avenue, Henderson NV 89052; 702-465-2199; nonatobin@gmail.com.
 2 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Pursuant to EDCR
 3 2.20 and for good cause shown, Mushkin & Coppedge' s Motion to Withdraw as Counsel of
 4 Record for Plaintiff ^{Nona Tobin AS Trustee of the Gordon B. Hansen Trust} is hereby granted.
 5 Dated this 29 day of Aug, 2019.
 6
 7 
 8 JOANNA S. KISHNER
 9 DISTRICT COURT JUDGE
 10 MUSHKIN & COPPEDGE
 11 
 12 MICHAEL R. MUSHKIN, ESQ.
 13 Nevada Bar No. 2421
 14 L. JOE COPPEDGE, ESQ.
 15 Nevada Bar No. 4954
 16 MUSHKIN & COPPEDGE
 17 4495 South Pecos Road
 18 Las Vegas, Nevada 89121

Judge Kishner refused to sign the order as written and changed it to be the withdrawal of Coppedge/Mushkin from representing me as the trustee of the Hansen Trust which made it impossible of sign. Coppedge filed the appeal 79295 as the attorney for the Hansen Trust on 7/23/19 (7/23/19 NOAS)

1 NOAS
 2 MICHAEL R. MUSHKIN, ESQ.
 Nevada Bar No. 2421
 3 L. JOE COPPEDGE, ESQ.
 Nevada Bar No. 4954
 4 MUSHKIN CICA COPPEDGE
 4495 South Pecos Road
 5 Las Vegas, Nevada 89121
 Telephone: 702-454-3333
 6 Fax: 702-386-4979
 michael@mcncvlaw.com
 7 jcoppedge@mcncvlaw.com
 8
 9 Attorneys for Nona Tobin,
 as Trustee of the Gordon B. Hansen Trust
 10
 11 DISTRICT COURT
 12 CLARK COUNTY, NEVADA
 13
 14 JOEL A. STOKES and SANDRA F. STOKES,
 as trustee of the JIMJACK IRREVOCABLE
 TRUST,
 15
 16 Plaintiffs,
 vs.
 17 BANK OF AMERICA, N.A.;
 18 Defendant.
 19
 20 NATIONSTAR MORTGAGE, LLC,
 Counter-Claimant,
 21 vs.
 22 JIMJACK IRREVOCABLE TRUST,
 23 Counter-Defendant.
 24
 25 CAPTION CONTINUES BELOW
 26

Electronically Filed
 7/23/2019 3:21 PM
 Steven D. Grierson
 CLERK OF THE COURT

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

1 NONA TOBIN, an individual, and Trustee of
 the GORDON B. HANSEN TRUST. Dated
 2 8/22/08
 3 Counter-Claimant,
 4
 5 vs.
 6 JOEL A. STOKES and SANDRA F. STOKES,
 as trustees of the JIMJACK IRREVOCABLE
 7 TRUST, SUN CITY ANTHEM COMMUNITY
 ASSOCIATION, INC., YUEN K. LEE, an
 8 Individual, d/b/a Manager, F. BONDURANT,
 LLC, DOES 1-10, AND ROE
 9 CORPORATIONS 1-10, inclusive,
 10 Counter-Defendants.

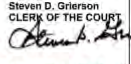
CASE APPEAL STATEMENT

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

- 15 1. Name of appellant filing this case appeal statement:
 16 NONA TOBIN, as Trustee of the Gordon B. Hansen Trust, dated 8/22/08
- 17 2. Identify the judge issuing the decision, judgment, or order appealed from:
 18 The Honorable Joanna S. Kishner.
- 19 3. Identify each appellant and the name and address of counsel for each appellant:
 20 NONA TOBIN, as Trustee of the Gordon B. Hansen Trust, dated 8/22/08,
 Appellant
 21
 22 Michael R. Mushkin, Esq.
 Nevada State Bar No. 2421
 23 Mushkin Cica Coppedge
 4495 South Pecos Road
 Las Vegas, Nevada 89121
 24
 25 L. Joe Coppedge, Esq.
 Nevada State Bar No. 4954
 26 Mushkin Cica Coppedge
 4495 South Pecos Road
 Las Vegas, Nevada 89121
 27
 28

On 7/23/19 (NOTA) I filed a notice of appearance as a Pro Se since I had no clue that Judge Kishner could, or would, countermande Judge Barker's order.

1 **NOTA**
 2 NONA TOBIN, AN INDIVIDUAL, STRICKEN - DECLARED ROGUE 199903 HEARING
 3 2664 Olivia Heights Avenue
 Henderson NV 89052
 4 Office: (702) 465-2199
 nonatobin@gmail.com
 5 In Proper Person
 6
 7 DISTRICT COURT
 8 CLARK COUNTY, NEVADA
 9
 10 NONA TOBIN, as Trustee of the
 GORDON B. HANSEN TRUST,
 dated 8/22/08,
 Counter-Claimant
 11 vs.
 12 JOEL A. STOKES and SANDRA F.
 STOKES, as trustees of the JIMJACK
 IRREVOCABLE TRUST and YUEN
 13 K. LEE, an Individual, and
 BONDURANT, LLC,
 14 Counter-Defendants
 15
 16
 17
 18 **NONA TOBIN, AN INDIVIDUAL, APPEARS IN PROPER PERSON**
 19 TO: ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:
 20
 21 PLEASE TAKE NOTICE that Nona Tobin, an Individual, appears In Proper
 22 Person, pursuant to the bench order by Judicial Officer David Barker, at the July 9,
 23 2019 hearing of the Mushkin, Coppedge, Cica Motion to withdraw as Counsel of
 24 Record for Nona Tobin, An Individual, On Order Shortening Time

Electronically Filed
 7/23/2019 6:58 PM
 Steven D. Grierson
 CLERK OF THE COURT

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

1 All items, including but not limited to pleadings, papers, correspondence, documents
 2 and any other thing related to this matter, can be forwarded to Nona Tobin at the above address
 3 and, pursuant to NRCP 5(b), to nonatobin@gmail.com via the Clark County electronic filing
 4 system;
 5

6 Dated this 23rd day of JULY, 2019.

7
 8 
 9
 10 NONA TOBIN, AN INDIVIDUAL
 2664 Olivia Heights Avenue
 Henderson NV 89052
 11 (702) 465-2199
 nonatobin@gmail.com
 12 In Proper Person
 13

On 7/24/19 (NOAS) I filed a case appeal statement to appeal as an individual into case 79295

Electronically Filed
7/24/2019 7:56 PM
Steven D. Orlerson
CLERK OF THE COURT
Steven D. Orlerson

1 ASTA
2 NONA TOBIN, AN INDIVIDUAL
3 2664 Olivia Heights Avenue
4 Henderson NV 89052
5 (702) 465-2199
6 nonatobin@gmail.com
7 *Defendants-in-Intervention / Cross-Claimant*
8 *In Proper Person*

DISTRICT COURT
CLARK COUNTY, NEVADA

9 NONA TOBIN, as Trustee of the
10 GORDON B. HANSEN TRUST,
11 dated 8/22/08, Case No.: A-15-720032-C
12 Consolidated with: A-16-730078-C
13 vs. Department: XXXI

CASE APPEAL STATEMENT

14 Counter-Defendants

15 JOEL A. STOKES and SANDRA F.
16 STOKES, as trustees of the JIMJACK
17 IRREVOCABLE TRUST and YUEN
18 K. LEE, an Individual, and
19 BONDURANT, LLC,
20
21 Counter-Defendants

22 NONA TOBIN, AN INDIVIDUAL, IN PROPER PERSON, for CASE APPEAL
23 STATEMENT, states as follows
24

1. Name of appellant filing this case appeal statement:
NONA TOBIN, AN INDIVIDUAL,
2. Identify the judge issuing the decision, judgment, or order appealed from:
THE HONORABLE JOANNA S. KISHNER,
3. Identify each appellant and the name and address of counsel for each appellant:
NONA TOBIN, AN INDIVIDUAL, Appellant
2664 Olivia Heights Avenue
Henderson NV 89052

Page 1 of 11

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

This is an action to quiet title to real estate following an August 15, 2014 HOA foreclosure. The Gordon B. Hansen Trust dated August 22, 2008 (the "Trust") was the owner of the subject property at the time of the foreclosure. Nona Tobin was the successor trustee of the GBH Trust, effective January 14, 2012, upon Gordon Hansen's. The title and all interest to the property was transferred from the GBH Trust to Nona Tobin, an Individual, on March 28, 2017.

A. Claims have not been fully adjudicated

NONA TOBIN, AN INDIVIDUAL, filed Pro Se counter claims, as the successor Trustee and as beneficiary of the Gordon B. Hansen Trust, on February 1, 2017, against Plaintiffs Jimjack (Quiet title and Equitable Relief, Fraudulent Conveyance, Unjust Enrichment, Civil Conspiracy, and Injunctive Relief).

Cross-claims against filed against Sun City Anthem as the HOA under whose authority the defective sale was conducted by Red Rock Financial Services (Quiet title and Equitable Relief, statutory and governing documents Due Process, Fraudulent Concealment (agents), Civil Conspiracy(agents), Unjust Enrichment(agents), and Breach of Contract (agents).

Cross claims were also brought against Yuen K. Lee dba F. Bondurant LLC (Herein Lee)and Thomas Lucas dba Opportunity Homes, LLC who were allegedly the purchaser at the sale and an intervening owner.

The Court ruled that none of the parties or claims would go to trial on June 5-6, 2019 except the quiet title and equitable relief claim of the GBH Trust vs. Jimjack and Lee.

Page 5 of 11

B. The trial decision was made after excluding all GBH Trust's evidence

Further, the trial decision was without any consideration of the binders of exhibits evidence. as a sanction for attorneys Hong and Coppedge not meeting for an EDCR 2.67 conference all exhibits were excluded from trial. Tobin in both her roles was severely prejudiced by this sanction for attorney actions outside of her control.

C. Statement of Appeal of Nona Tobin as Trustee of the Gordon B. Hansen Trust (Herein GBH Trust)

Separately, appellate counsel L. Joe Coppedge, filed a Statement of Appeal for Nona Tobin as Trustee of the GBH Trust that was named in, and appeals, from:

- (i) the April 17, 2019 Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment entered on April 18, 2019, which granted Sun City Anthem Community Association's Motion for Summary Judgment and Nationstar Mortgage, LLC's limited joinder,
- (ii) the May 31, 2019 Order Denying Motion for Reconsideration, entered on May 31, 2019, which denied Tobin's Motion for Reconsideration, and
- (iii) the final judgment entered in this action on June 24, 2019 in the form of Findings of Fact, Conclusions of Law and Judgment entered in favor of the remaining Respondents, Joel A. Stokes and Sandra F. Stokes as Trustees of the Jimjack Irrevocable Trust, Yuen K. Lee and F. Bondurant, LLC on Tobin's counterclaim to quiet title to the subject property.

D. Statement of Appeal of Nona Tobin as an Individual who appeals additional orders, most of which were not entered against her individually or at all:

This second Statement of Appeal is also being filed now to meet the deadline after the trial order (despite the additional \$250 filing fee) to preserve the rights of Nona Tobin to appeal as an individual even though those orders were only issued against her in her trustee role.

Page 6 of 11

B. The trial decision was made after excluding all GBH Trust's evidence

Further, the trial decision was without any consideration of the binders of exhibits evidence. as a sanction for attorneys Hong and Coppedge not meeting for an EDCR 2.67 conference all exhibits were excluded from trial. Tobin in both her roles was severely prejudiced by this sanction for attorney actions outside of her control.

C. Statement of Appeal of Nona Tobin as Trustee of the Gordon B. Hansen Trust (Herein GBH Trust)

Separately, appellate counsel L. Joe Coppedge, filed a Statement of Appeal for Nona Tobin as Trustee of the GBH Trust that was named in, and appeals, from:

- (i) the April 17, 2019 Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment entered on April 18, 2019, which granted Sun City Anthem Community Association's Motion for Summary Judgment and Nationstar Mortgage, LLC's limited joinder,
- (ii) the May 31, 2019 Order Denying Motion for Reconsideration, entered on May 31, 2019, which denied Tobin's Motion for Reconsideration, and
- (iii) the final judgment entered in this action on June 24, 2019 in the form of Findings of Fact, Conclusions of Law and Judgment entered in favor of the remaining Respondents, Joel A. Stokes and Sandra F. Stokes as Trustees of the Jimjack Irrevocable Trust, Yuen K. Lee and F. Bondurant, LLC on Tobin's counterclaim to quiet title to the subject property.

D. Statement of Appeal of Nona Tobin as an Individual who appeals additional orders, most of which were not entered against her individually or at all:

This second Statement of Appeal is also being filed now to meet the deadline after the trial order (despite the additional \$250 filing fee) to preserve the rights of Nona Tobin to appeal as an individual even though those orders were only issued against her in her trustee role.

Page 6 of 11

1 Attorney General, naming Nationstar as the respondent (AG-2-2019) for
 2 the abuse of this HOA foreclosure dispute to gain standing to foreclose
 3 on a note it does not own
 4 iv. Reply to OPPC- filed April 17, 2019 with exhibits of 610 pages to
 5 support Tobin's claims and refute the findings of fact in the April 17,
 6 2019 order (#2 above)
 7 2. Nationstar's Response (RESP) to Tobin's NOTA, NOTC, OPPC – accepted
 8 untimely and ex-parte by the Court on April 23, 2019
 9 3. Motion to Vacate Sun City Anthem Motion for Summary Judgment and
 10 Nationstar's Joinder thereto – filed April 24, 2019 (not heard)
 11 4. Motion to Intervene as an Individual – filed June 24, 2019 (not heard)
 12 5. Sun City Anthem's Motion for Summary Judgment – filed February 5, 2019 with
 13 no supporting affidavits compliant with EDCR 2.21 and NRCP 56 (c)(2)(4), concealing
 14 SCA's official records requested in discovery, and representing to the court that the
 15 unverified, uncorroborated Rock Foreclosure File should be given more weight than the
 16 official compliance records of the State of Nevada.
 17 6. Nationstar's Joinder Thereto – filed February 12, 2019 in bad faith per NRCP
 18 56(h), EDCR 2.21 and NRCP 56 (c)(2)(4).
 19 7. May 31, 2019 order ratifying Nationstar's and Jimijack's ex-parte "settlement" that
 20 precluded a fair adjudication of Tobin-Jimijack quiet title dispute.
 21
 22 **F. Pending Post Trial Motions**
 23 July 22, 2019 -Tobin individual motion for a new trial (MNTR) pursuant to Rule 54(b)
 24 and Rule 59 (1)(A)(B)(C)(F) was filed
 August 27, 2019 -MNTR scheduled for hearing
 Page 8 of 11

1 July 25, 2019 –propose to file Motion to Stay (MSTY) per Rule 62 but judicial notice
 2
 3 **G. Judicial Attention Requested**
 4 However, judicial attention is requested to the is requested to the fact Joel Stokes and
 5 Nationstar have made ten (10) changes to title based on the trial court's sanctioning Jimijack
 6 "settling" the quiet title decision between themselves without adjudicating Tobin's individual
 7 or GBH Trust adverse claims.
 8 In the month **before the trial**, on May 1, 2019, non-party, Joel Stokes, has held the
 9 title as an individual. He encumbered the property with a \$335,000 deed of trust which has
 10 been re-assigned several times.
 11 Nationstar is the "funder" of these new security instruments in exchange for letting
 12 Jimijack keep five years of rent that Tobin claims (unadjudicated) belong to her.
 13 Tobin has alleged in the filings that were excluded that Nationstar's own disclosures
 14 into the case prove that Nationstar **had no standing to be in the case at all** and yet managed
 15 to trick the Court into letting them make a deal that prevented Tobin's claims from being
 16 heard.
 17 11. Indicate whether the case has previously been the subject of an appeal
 18 This case has **not** been previously been the subject of an appeal to or original writ
 19 proceeding in the Supreme Court.
 20 12. Indicate whether this appeal involves child custody or visitation:
 21 This case does **not** involve child custody or visitation.
 22 13. Indicate whether this appeal involves the possibility of settlement.
 23 Nona Tobin requests that Sun City Anthem be **required** to participate in good
 24 faith in alternate dispute resolution (ADR) as they have not done so under NRS 38 or their
 own CC&Rs. The Order, entered on September 20, 2017, that memorialized the Court's
 decisions at the May 25, 2019 hearing, dismissed all of the claims of the GBH Trust and
 Tobin, the individual, to go to mediation, except for quiet title.
 Between the hearing and the entry of the order on September 20, 2017, SCA
 attorney Adam Clarkson issued an order, dated August 24, 2017, declaring Tobin's elected
 Page 9 of 11

Pages 9-11 #13 - response to the question of settlement again
 addresses the HOA's attorney's abusive treatment to force me to
 litigate and then retaliate against me for being a party to the quiet title
 action [7/24/19 \(NOAS\)](#)

1 (2,001 votes) Board seat was vacant by "operation of law" for being a party to this quiet title
 2 civil action.
 3 There was no removal election required by NRS 116.31036.
 4 Additional orders, dated February 9, 2018 and February 12, 2019, have been
 5 written declaring that until all appeals related to this 2014 foreclosure quiet title action have
 6 been exhausted, Nona Tobin's membership rights are restricted.
 7 One of Nona Tobin's individual claims is that the SCA attorneys have
 8 interfered with Tobin's rights as a homeowner. Sun City Anthem (SCA) did not even consider
 9 her March 22, 2017 offer to resolve her claims without litigation despite the fact that ADR
 10 was guaranteed to her by SCA CC&Rs XVI: Limits on Litigation.
 11 Nona Tobin has been a SCA member in good standing for over 15 years as the
 12 owner of her own home at 2664 Olivia Heights Ave, in addition to her being the trustee of the
 13 SCA property that was doles without notice in this case.
 14 SCA attorney David Ochoa's unilaterally rejected Nona Tobin's March 22,
 15 2017 offer to the SCA Board without getting approval of the SCA Board and, the same day,
 16 filed an unwarranted motion to dismiss her claims for not having an attorney. Tobin's offer
 17 would have ended the case without litigation at no cost to SCA or Tobin.
 18 SCA attorney Ochoa's only explanation was that Tobin's claims were similar
 19 to those of the banks, and so it wasn't in SCA's interest to settle with one party. That makes
 20 no sense, and not just because no bank ever filed any claims against SCA. If the sale had been
 21 properly investigated, as requested, and the improperly noticed and statutorily-defective sale
 22 voided, whatever security interest the lender had before the sale would have been restored.
 23 Neither a lender nor the estate of the deceased homeowner would have had any claims against
 24 SCA or against each other.
 This decision to force this case into a five-year litigation nightmare was made
 by an attorney, without the authorization of the Board. It has forced the executor of the
 deceased homeowner's estate to personally spend \$40,000 on trial counsel (billed only
 through February 1, 2019) and another \$10,000 to pay a second attorney to review the file to
 Page 10 of 11

OPPONENTS' CASES WERE NOT SUPPORTED BY VERIFIED, CORROBORATED EVIDENCE.

2/11/19 AFFD	Red Rock's clerical supervisor , Julia Thompson, signed a modified certification, stopping way short of saying the Red Rock foreclosure file was a true, accurate, contemporaneous and complete response to 2/4/19 subpoena .
SCA 176 - SCA 643	SCA 176 - SCA 643, Red Rock Foreclosure File (redacted), was disclosed without any certification of accuracy and completeness and ignored that it is directly contradicted by SCA Board minutes and compliance records that were withheld in discovery
8/9/19 MAFC	SCA attorney David Ochoa, Lipson Neilson, moved to get attorney fees from the closed GBH Trust that included charges for requests for admissions and documents and interrogatories from Nationstar which either he never did or he did and then chose not to serve on the parties. Link to pg. 35. Link to Ochoa's only DECL under penalty of perjury in the case.

FALSIFIED OR DECEPTIVE EVIDENCE

SCA315	SCA attorneys covered Red Rock's faked disclosure that the sale had been approved as Board resolution R05-120513 at the 12/5/13 Board meeting https://drive.google.com/file/d/1c8c42u_GQaDYDdvnc-GCqAxYvZkKzN_B/view?usp=sharing
SCA 302	Nationstar concealed this super-priority offer that would have allowed the auction.com sale to close 7/25/14 escrow on \$367,500 auction.com sale to MZK was cancelled
SCA 276	Red Rock misrepresented SCA 302, a super-priority offer that would have canceled the HOA sale to the HOA board as an owner request for waiver
SCA 223-224	Red Rock attorney Steven Scow (Koch & Scow) disclosed a memo from Red Rock to him requesting he handle the interpleader with a \$57,282.32 check dated 8/21/14 made out to the Clark County Court that was never deposited with the court. This created the deception that the excess proceeds from the 8/15/14 HOA sale had been deposited with the court for interpleader to cover up that Red Rock attorneys had retained these funds in Red Rock's trust funds, as opposed to in the HOA's trust funds as required by HOA bylaws 3.20/3.18 or distributed after the sale as required by NRS (2013) 116.31164(c) and requested by me in September 2014
RRFS0001	This is a check from another Red Rock-conducted foreclosure in Spanish Trail that demonstrates the Koch & Scow M.O. of retaining these excess proceeds in their "trust account" and I'll bet dollars to donuts that they skim a lot out of these accounts since the banks are complicit in the fraud, the HOA Boards don't know they are supposed to control those funds, the courts don't know, and the owners who lost their houses for a trivial debt certainly don't know how to file a claim for them
Spanish Trail case	https://drive.google.com/file/d/1c6YHmwXRK2rlmEKFqxZUb4HWdMgxMIvo/view?usp=sharing
3/28/2014	Red Rock demand to Chicago title was concealed by all parties and from all subpoenas. Page 6 contains a board authorization for a \$400 fee waiver that Red Rock excluded from later ledgers
p/o demand p6	https://drive.google.com/file/d/0B9HIInbBkiDJeUwtdHIDR0Z2SUltQjA4cW41SmFBemV5clJz/view?usp=sharing

4/27/2012	debt collection contract that contains a provision for red Rock to indemnify Sun City Anthem was concealed by Red Rock in subpoena and by Sun City Anthem attorneys who disclosed the 2007 contract that does not have this protection, by doing that homeowners have been strapped with over \$150K in attorney's fees and litigation costs that should have been paid by Red Rock
SCA 164-167	inapplicable 2007 contract disclosed by SCA - no affidavit by custodian of records
Equator records - description is on SCA 302	Nationstar refused to provide them in discovery as they would have clearly shown that Nationstar was the servicing bank and not the beneficiary. They probably would have shown that both Nationstar and Bank of America knew that there was no lender who could prove that it was the beneficial owner of the Hansen deed of trust and so the attorneys, either on the lenders' behalf or for their own personal unjust enrichment were just allowing the HOA foreclosure process to create a vehicle for them to abuse the quiet title litigation process to create standing out of thin air. Berkshire Hathaway broker Forrest Barbee also refused to produce the Equator records when subpoenaed. Barbee's having a role in this criminal enterprise also seems highly likely to me.
NSM 258-260	Nationstar tried to pass off a copy of the promissory note endorsed to no one as if it created ownership rights for NSM out of thin air.
NSM 178-413	Here are all the assignments of the Hansen deed of trust. Notice that the affidavits do not say that the person executing them has any authority. None of these where NSM claimed to be the "attorney-in-fact" for some other entity, there was no power of attorney recorded or disclosed. Also, much of these documents are contradicted by NSM's responses to interrogatories and requests for documents.

II. VIDEO LIST

50:42 min trial
2:08 min 4/27/17
5:39 min 4/23/19
4:50 min video
1:47 min video
1:56 min video
1:37 min video
2:05 min video
3:09 min video
2:59 min video
6:33 min video
1:41 min video
1:33 min video
1:45 min video

III. ALL AFFDS AND DECLS SUPPORT NONA TOBIN

4/15/2019	Teralyn Lewis, custodian of records authenticated the Ombudsman's HOA foreclosure notice of sale compliance records for 2763 White Sage and 16 other HOA foreclosures related to Sun city Anthem and/or Joel Stokes/Joseph Hong
	https://drive.google.com/file/d/1tAUo5spLtV3ggu66QrVY-ZIA-LPRQ4Wd/view?usp=sharing
	https://2763whitesagedispute.info/decl-nred-custodian-of-records/
5/13/2019	DOUG PROUDFIT, listing agent from 2/20/12-7/120/13 while B of A was the servicing bank
	https://drive.google.com/file/d/1nh0LrJYouRazFw-Terxlg9ixPqZ7AgEo/view?usp=sharing
1/17/17 notary	https://drive.google.com/file/d/1fSqisudW14CGae4FNpUQ51fBSQAeXAQ/view?usp=sharing
11/5/18	Irma Mendez re Joel Just
	https://drive.google.com/file/d/1Wf8FBm--CKPsGwdNDf0rOikpFB_KiRwp/view?usp=sharing
6/14/2016	See Linda Proudfit's 6/14/16 sworn declaration that the 311 broker files and 9 folders she delivered to Tobin on 6/14/16 "are a true, correct and complete copy of any and all documents for (Client Name) The Gordon B. Hansen Trust, dated 8/22/08, Nona Tobin, Successor Trustee"
	DECL: Nona Tobin 9/23/16
	https://drive.google.com/file/d/1JWmT2hdxYcW7UTOPYeo6-xdWRkaVar5N/view?usp=sharing
5/20/2019	1. See Leidy 5/20/19 and 5/11/18 DECL
11/10/2020	LINKS: Nona Tobin 11/10/20 Exhibits to AG complaint vs. Nationstar Mortgage LLC and accomplices
AG 2-2019	DECL: Nona Tobin 3/14/19 AG Complaint 2-2019 opposing Nationstar lying about being owed \$389,000 from the Hansen promissory note
3/5/2019	DECL: Nona Tobin 3/5/19 opposing Sun City Anthem motion for Summary Judgment as the HOA was relying on the fraudulent records of the debt collector rather than requiring that its agents obey the law

2016-2017 I filed as a Pro Se

7/29/16	MINV	Nona Tobin and Steve Hansen's motion to intervene
9/9/16	RPLY	Reply to Jimijack's opposition to Tobin/Hansen motion to intervene
9/23/16	AFFD	Affidavit of Nona Tobin in Support of Nona Tobin and Steve Hansen's Motion to Intervene
11/15/16	MINV	Motion to Intervene into Consolidated Quiet Title Cases A-15- 720032-C and Former Case A-16-730078 (Nona Tobin, an Individual & Trustee of Gordon B. Hansen Trust, dated 8/22/02)
12/12/16	ROPP	Reply to Jimijack's Opposition to Nona Tobin's, as an Individual, and the Hansen Trust's motion to intervene
1/11/17	OGM	1/11/17 (NEO 1/12/17) OGM order granting Applicant Nona Tobin, an individual, and as trustee of the Gordon B. Hansen Trust, dated 8/22/08, motion to intervene
1/12/17	NEO	Notice of Entry of Order Granting Applicant Nona Tobin's Motion to Intervene
1/31/17	CRCM	Nona Tobin's Crossclaim for Quiet Title Against Sun City Anthem Community Association, Inc. (HOA)
2/1/17	AACC	Nona Tobin's Answer to Plaintiff's (Jimijack's) Complaint and Counterclaim
2/1/17	CRCM	Nona Tobin's Crossclaim Against Thomas Lucas D/B/A Opportunity Homes, LLC
2/1/17	CRCM	Nona Tobin's Crossclaim Against Yuen K. Lee d/b/a F. Bondurant, LLC
2/1/17	IAFD	Initial Appearance Fee Disclosure (Nona Tobin, Pro Se)
3/3/17	OPPC	3/3/17 OPPC Tobin opposition to SCA 2/23/17 motion to dismiss and countermotion to void the sale
3/7/17	NITD	3/7/17 NITD Notice of intent to take default vs. Jimijack
3/7/17	NITD	3/7/17 NITD Notice of intent to take default vs. Lucas/Opportunity Homes
3/7/17	NITD	3/7/17 NITD Notice of intent to take default vs. Yuen K. Lee/F. Bondurant LLC
3/22/17	OPPC	3/22/17 OPPC Tobin opposition to Lucas/Op Homes motion for summary judgment
3/28/17	DISI	3/28/17 DISI Tobin Notice of Steve Hansen's disclaimer of interest
4/5/17	OMD	4/5/17 OMD Tobin Opposition to Sun City Anthem's 3/22/17 motion to dismiss
4/10/17	ROPP	Reply to Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss

2019 I filed as a Pro Se

4/23/19 Stricken by bench order. (4/23/19 minutes)

11/22/19 order entered

4/9/19

[Tobin/Hansen Trust Notice of completion of mediation](#)

4/9/19

[Tobin Notice of appearance to return to Pro Se status](#)

4/10/19

[Tobin Opposition to Nationstar's motion for summary judgment against Jimijack and counter-motion for summary judgment](#)

4/12/19

[Tobin notice of appearance to return to Pro Se status as an individual](#) (duplicate filed in error)

4/12/19

[Tobin/Hansen Trust Notice of completion of mediation](#) (duplicate filed in error)

4/12/19

[Tobin OPPC vs Nationstar and Jimijack](#) (duplicate filed in error)

4/17/19

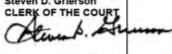
[Tobin reply to support joinder to Nationstar motion for summary judgment](#)

Notices of Completion of mediation per NRS 38.310

[4/9/19](#) I filed a NOTC notice of completion of mediation by Nona Tobin, an individual and trustee of the Hansen Trust that does not appear on the register of actions as it was removed from the court's bench order at the 4/23/19 ex parte hearing.

Please note that none of Hong's or Morgan's clients were compliant with NRS 38.310 and as a consequence Judge Kishner did not have jurisdiction to provide the declaratory relief they requested. NRS 38.310(2) required Judge Kishner to dismiss their claims, but instead granted them all requested relief, declared stricken from the record notices of the three notices of completion of mediation I filed on [4/9/19](#), [4/12/19](#), and [7/26/19](#) and refused to hear my case on its merits at all.


Note also that Exhibit C documents the years of retaliation I have been subjected to by Sun City Anthem for being a party to this quiet title litigation.

<p>1 NOTC 2 NONA TOBIN 3 2664 Olivia Heights Avenue 4 Henderson NV 89052 5 Phone: (702) 465-2199 6 nonatobin@gmail.com 7 <i>Defendant-in Intervention</i> 8 <i>Cross-Claimant</i> 9 <i>In Proper Person</i></p> <p style="text-align: center;">10 DISTRICT COURT 11 CLARK COUNTY, NEVADA</p> <p>12 JOEL A. STOKES and SANDRA F. 13 STOKES, as trustees of the JIMJACK 14 IRREVOCABLE TRUST, 15 Plaintiffs, 16 vs. 17 BANK OF AMERICA, N.A., 18 Defendant.</p> <p>19 NATIONSTAR MORTGAGE, LLC, 20 Counter-Claimant, 21 vs. 22 JIMJACK IRREVOCABLE TRUST; 23 Counter-Defendant</p> <p>24 NONA TOBIN, an individual, Trustee of the 25 GORDON B. HANSEN TRUST, dated 26 8/22/08 27 Cross-Claimant, 28 vs. 29 JOEL A. STOKES and SANDRA F. 30 STOKES, as trustees of the JIMJACK 31 IRREVOCABLE TRUST; SUN CITY 32 ANTHEM COMMUNITY ASSOCIATION, 33 INC.; Yuen K. Lee, an individual, d/b/a 34 Manager, F. Bondurant, LLC, and DOES 1- 35 10 AND ROE CORPORATIONS 1-10, 36 inclusive 37 Cross-Defendant.</p>	<p style="text-align: center;">Electronically Filed 4/9/2019 2:47 AM Steven D. Grierson CLERK OF THE COURT </p> <p style="text-align: center;">Case No.: A-15-720032-C Consolidated with: A-16-730078-C Department: XXXI</p> <p style="text-align: center;">NOTICE OF COMPLETION OF MEDIATION PURSUANT TO NRS 38.310</p>
<p style="text-align: center;">1 NOTICE OF COMPLETION OF MEDIATION 2 PURSUANT TO NRS 38.310</p> <p>3 PLEASE TAKE NOTICE that Defendant in Intervention/Counterclaimant, Nona Tobin, 4 along with Red Rock Financial Services LLC and Sun City Anthem Community Association, 5 Inc. participated in Alternative Dispute Resolution mediation. On August 20, 2018, 6 Counterclaimant Tobin submitted an Alternative Dispute Resolution Claim Form to the State of 7 Nevada Department of Business and Industry Real Estate Division's Common-Interest 8 Communities and Condominium Hotels Program ("NRED"). See Exhibit A.</p> <p>9 Counterclaimant Tobin, Red Rock Financial Services, LLC, and Sun City Anthem 10 participated in the NRED mediation on November 13, 2018. However, the mediation was 11 unsuccessful as no agreement was reached, and the matter is now closed.</p> <p>12 A copy of the notice received from Mediator Donald J. Lowrey, Esq., that confirms the 13 unsuccessful mediation is attached hereto as Exhibit B.</p> <p>14 Exhibit C contains a confidential memo to the Mediator with documents showing that Sun 15 City Anthem was retaliating against Tobin for pursuing this quiet title claim and attempting to get 16 it on the record that SCA agents are being unjustly enriched at the expense of homeowners.</p> <p>17 DATED this <u>9th</u> day of April 2019</p> <p style="text-align: right;">18 _____ 19 NONA TOBIN 20 2664 Olivia Heights Avenue 21 Henderson NV 89052 22 Phone: (702) 465-2199 23 nonatobin@gmail.com 24 <i>Defendant-in Intervention/ Cross-Claimant</i> 25 <i>In Proper Person</i></p>	

Note also that on 9/3/19 ([transcript](#)) Judge Kishner refused to hear my [7/29/19 MTD](#) motion to dismiss pursuant to NRS 38.310(2), my [8/27/19 OPPC](#) and motion for an order to show cause why sanctions should not be imposed vs. Hong's and the HOA's motions supported by my [8/26/19 DECL](#) declaration under penalty of perjury, and my [8/26/19 FFCO](#)

proposed findings of fact and order by granting Hong's [8/7/19 motion to strike](#) and Sun City Anthem's [8/8/19 motion to strike](#) my [7/29/19 motion to dismiss](#) pursuant to NRS 38.310(2) and my [7/22/19 motion for a new trial](#) pursuant to NRCP 54(b) and NRCP 59(a)(1)(A)(B)(C)(F)

[7/22/19 motion for a new trial](#) pursuant to NRCP 54(b) and NRCP 59(a)(1)(A)(B)(C)(F)
[7/29/19 motion to dismiss pursuant to NRS 38.310\(2\)](#)



1 **MDSM**
NONA TOBIN, AN INDIVIDUAL
2 2664 Olivia Heights Avenue
Henderson NV 89052
3 Office: (702) 465-2199
nonatobin@gmail.com
4 *In Proper Person*

5
6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

7
8 NONA TOBIN, as Trustee of the
GORDON B. HANSEN TRUST,
9 dated 8/22/08,

Counter-Claimant

10 vs.

11 JOEL A. STOKES and SANDRA F.
STOKES, as trustees of the JIMJACK
12 IRREVOCABLE TRUST and YUEN
K. LEE, an Individual, and
13 BONDURANT, LLC,

Counter-Defendants

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

Department: XXXI
TOBIN MOTION TO DISMISS
PURSUANT TO NRS 38.310(2)

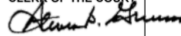
HEARING REQUESTED:
AUGUST 27, 2019

**PRECEDING THE SCHEDULED
HEARING OF MOTION FOR A NEW
TRIAL PER RULE 59**

14
15
16 COMES NOW NONA TOBIN, AN INDIVIDUAL, to move the Court to rule on the
17 jurisdiction question of whether the Court had authority to provide requested relief to parties that
18 did not participate in mediation.

19 The claims of Joel and Sandra Stokes as trustees of Jimijack Irrevocable Trust
20 ("Jimijack") and Yuen K. Lee, an individual and manager of F. Bondurant LLC ("Lee") must be
21 dismissed pursuant to 38.310 (2) for noncompliance with NRS 38.310 (1).

22 All orders from this civil action must be declared void as the Court lacked jurisdiction to
23 provide Plaintiff Jimijack's requested relief.
24



1 MNTR

2 NONA TOBIN, AN INDIVIDUAL
3 2664 Olivia Heights Avenue
4 Henderson NV 89052
5 Office: (702) 465-2199
6 nonatobin@gmail.com
7 *In Proper Person*

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

10 NONA TOBIN, as Trustee of the
11 GORDON B. HANSEN TRUST,
12 dated 8/22/08,

13 Counter-Claimant

14 vs.

15 JOEL A. STOKES and SANDRA F.
16 STOKES, as trustees of the JIMJACK
17 IRREVOCABLE TRUST and YUEN
18 K. LEE, an Individual, and
19 BONDURANT, LLC,

20 Counter-Defendants

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

Department: XXXI

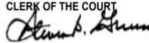
HEARING REQUESTED

**NONA TOBIN'S MOTIONS FOR A NEW
TRIAL PER RULE 54 (B) AND RULE 59
(I)(A)(B)(C)(F)**

21 COMES NOW, NONA TOBIN, AN INDIVIDUAL In Proper Person, to move the court
22 to give Nona Tobin, the opportunity to have her claims, as an individual, be heard on their merits
23 Her claims have been filed into this case primarily as a Pro Se litigant. None of her claims have
24 been adjudicated on their merits since she first began filing into these consolidated cases on July
29, 2016.

The June 5-6, 2019 trial did not adjudicate Nona Tobin's individual filed claims due to
irregularities in the proceedings, attorney misconduct, errors and omissions, abuse of judicial

IV. No oppositions filed only these “responses” and counter motions
Hong's 8/7/19 motion to strike and the HOA's 8/8/19 motion to strike

<p>1 RSPN 2 JOSEPH Y. HONG, ESQ. 3 Nevada Bar No. 5995 4 HONG & HONG LAW OFFICE 5 1980 Festival Plaza Dr., Suite 650 6 Las Vegas, Nevada 89135 7 Tel: (702) 870-1777 8 Fax: (702) 870-0500 9 Email: Yosuphonglaw@gmail.com 10 Attorney for Counterdefendants</p>	<p>Electronically Filed 8/7/2019 2:30 PM Steven D. Grierson CLERK OF THE COURT </p>	<p>1 LIPSON NEILSON, P.C. 2 KALEB D. ANDERSON, ESQ. 3 Nevada Bar No. 7582 4 DAVID T. OCHOA, ESQ. 5 Nevada Bar No. 10414 6 9900 Covington Cross Drive, Suite 120 7 Las Vegas, Nevada 89144 8 (702) 382-1500 - Telephone 9 (702) 382-1512 - Facsimile 10 kanderson@lipsonnelson.com 11 dochos@lipsonnelson.com 12 Attorneys for Cross-Defendant 13 Sun City Anthem Community Association</p>
<p>14 DISTRICT COURT 15 CLARK COUNTY, NEVADA</p>		
<p>16 NONA TOBIN, as trustee of the GORDON B. 17 HANSEN TRUST dated 8/22/08, 18 Counterclaimant, 19 vs. 20 JOEL A. STOKES AND SANDRA F. 21 STOKES, as trustees of the JIMJACK 22 IRREVOCABLE TRUST, YUEN K. LEE, an 23 individual, d/b/a Manager, F. BONDURANT, 24 LLC., 25 Counterdefendants.</p>	<p>CASE NO. A-15-720032-C DEPT. NO. XXXI</p>	<p>11 JOEL STOKES and SANDRA F. 12 STOKES, as trustees of the JIMJACK 13 IRREVOCABLE TRUST, 14 Plaintiff, 15 vs. 16 BANK OF AMERICA, N.A.; 17 Defendants. 18 NATIONSTAR MORTGAGE, LLC 19 Counter-Claimant, 20 vs. 21 JIMJACK IRREVOCABLE TRUST, 22 Counter-Defendant. 23 NONA TOBIN, an individual, and Trustee 24 of the GORDON B. HANSEN TRUST. 25 Dated 8/22/08 26 Counter-Claimant, 27 vs. 28 JOEL A. STOKES and SANDRA F. 29 STOKES, as trustees of the JIMJACK 30 IRREVOCABLE TRUST, SUN CITY 31 ANTHEM COMMUNITY ASSOCIATION, 32 YUEN K. LEE, an Individual, d/b/a</p>
<p>33 <u>COUNTERDEFENDANTS' RESPONSE TO NONA TOBIN'S MOTION FOR A NEW TRIAL PER RULE 54(B) AND RULE 59 (1)(A)(B) (C) (F) AND MOTION TO DISMISS PURSUANT TO NRS 38.310(2) AND COUNTERMOTION TO STRIKE FROM THE RECORD THE ROGUE MOTIONS AND FOR ATTORNEY'S FEES AND COSTS PURSUANT TO E.D.C.R. RULE 7.60(b)(1) AND/OR (3)</u></p>		
<p>34 COME NOW, Counterdefendants, above-named ("Counterdefendants"), by and through 35 their attorney of record, JOSEPH Y. HONG, ESQ. of HONG & HONG LAW OFFICE, and 36 hereby submits their Response to Nona Tobin's Motions and countermove for attorney's fees and 37 costs pursuant to E.D.C.R. Rule 7.60(b)(1) and/or (3).</p>		

**Judge Kishner accepted Hong's and SCA's "responses", not EDCR 2.21 oppositions.
 Judge Kishner granted motions to strike that were not supported by facts or law.
 Judge Kishner expunged a Lis Pendens instead of merely striking the NOLP notice of lis pendens from the court record**

**V. The 11/22/19 order erroneously states that the above were heard on their merits.
 7/22/19 motion for a new trial pursuant to NRCP 54(b) and NRCP 59(a)(1)(A)(B)(C)(F)
 7/29/19 motion to dismiss pursuant to NRS 38.310(2)**

COUNTERDEFENDANTS' RESPONSE TO NONA TOBIN'S MOTION FOR A NEW TRIAL PER RULE 54(B) AND RULE 59 (1)(A)(B) (C) (F) AND MOTION TO DISMISS PURSUANT TO NRS 38.310(2) AND COUNTERMOTION TO STRIKE FROM THE RECORD THE ROGUE MOTIONS AND FOR ATTORNEY'S FEES AND COSTS PURSUANT TO E.D.C.R. RULE 7.60(b)(1) AND/OR (3)

VI. COUNTER-MOTIONS TO STRIKE LIS PENDENS WERE IMPROPER

<p>1 NONA TOBIN, AN INDIVIDUAL 2 2664 Olivia Heights Avenue 3 Henderson NV 89052 4 (702) 465-2199 5 nonatobin@gmail.com 6 <i>In Proper Person</i></p> <p style="text-align: center;">DISTRICT COURT CLARK COUNTY, NEVADA</p> <p>7 NONA TOBIN, an Individual, 8 Plaintiff</p> <p>9 vs.</p> <p>10 JOEL A. STOKES, an Individual; JOEL A. 11 STOKES and SANDRA STOKES as Trustees of 12 JIMJACK IRREVOCABLE TRUST; 13 NATIONSTAR MORTGAGE, LLC; JOSEPH 14 HONG; MELANIE MORGAN, DAVID 15 OCHOA; STEVEN SCOW; FORREST 16 BARBEE; RED ROCK FINANCIAL 17 SERVICES; CLUYANNE M. CORWIN; 18 BANK OF AMERICA; YOU DA CRAIN, I 19 TERESA D WILLIAMS, CA NOTARY Exp. 20 1919662; TERESA D. WILLIAMS; YUEN K. 21 LEE, F. BONDURANT, LLC; THOMAS 22 LUCAS, OPPORTUNITY HOMES, LLC; 23 CIVIC FINANCIAL SERVICES LLC; 24 MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC; DOES 1-10, ROE CORPORATIONS 1-10</p> <p style="text-align: center;">Defendants</p> <p>PLEASE TAKE NOTICE that Plaintiff, NONA TOBIN, an Individual, in Proper Person, complains against the above named individuals and entities (collectively "Defendants") in a new civil action made pursuant to NRS 40.010.</p> <p style="text-align: center;">Page 1 of 6</p>	<p style="text-align: right; font-size: small;">Electronically Filed 8/7/2019 7:24 PM Steven D. Grieron CLERK OF THE COURT</p> <p style="text-align: center;">NOTICE OF LIS PENDENS</p>	<p>SUN CITY ANTHEM COMMUNITY ASSOCIATION'S JOINDER TO: COUNTERDEFENDANTS RESPONSE TO NONA TOBIN'S MOTION FOR A NEW TRIAL PER RULE 54(B) AND RULE 59 (1)((A)(B)(C)(F) AND MOTION TO DISMISS PURSUANT TO NRS 38.310(2) AND COUNTERMOTION TO STRIKE FROM THE RECORD THE ROGUE MOTIONS AND SUN CITY ANTHEM COMMUNITY ASSOCIATIONS COUNTERMOTION TO STRIKE NOTICE OF LIS PENDENS WITH ATTACHED COMPLAINT, FOR A VEXATIOUS LITIGANT ORDER, AND FOR ATTORNEYS' FEES PURSUANT TO NRS 18.010 and E.D.C.R. 7.60</p>
--	--	--

<p>1 JOIN 2 JOSEPH Y. HONG, ESQ. 3 Nevada Bar No. 5995 4 HONG & HONG LAW OFFICE 5 1980 Festival Plaza Dr., Suite 650 6 Las Vegas, Nevada 89135 7 Tel: (702) 870-1777 8 Fax: (702) 870-0500 9 Email: Yosuphonglaw@gmail.com</p> <p>10 Attorney for Counterdefendants</p> <p style="text-align: center;">DISTRICT COURT CLARK COUNTY, NEVADA</p> <p>11 NONA TOBIN, as trustee of the GORDON B. 12 HANSEN TRUST dated 8/22/08,) 13 Counterclaimant,)</p> <p>14 vs.) 15 JOEL A. STOKES AND SANDRA F.) 16 STOKES, as trustees of the JIMJACK) 17 IRREVOCABLE TRUST, YUEN K. LEE, an) 18 individual, d/b/a Manager, F. BONDURANT,) 19 LLC.,) 20 Counterdefendants.)</p> <p style="text-align: center;">COUNTERDEFENDANTS' JOINDER TO SUN CITY ANTHEM COMMUNITY ASSOCIATION'S COUNTERMOTION TO STRIKE NOTICE OF LIS PENDENS WITH ATTACHED COMPLAINT</p> <p>COME NOW, Counterdefendants, above-named ("Counterdefendants"), by and through their attorney of record, JOSEPH Y. HONG, ESQ. of HONG & HONG LAW OFFICE, and hereby submit their Joinder to Sun City Anthem Community Association's Counter-motion to Strike Notice of Lis Pendens and Attached Complaint.</p>	<p style="text-align: right; font-size: small;">Electronically Filed 8/13/2019 1:00 PM Steven D. Grieron CLERK OF THE COURT</p> <p style="text-align: center;">CASE NO. A-15-720032-C DEPT. NO. XXXI</p>	
--	--	--

8/13/19 Hong's joinder was also just to strike the notice filed into Judge Kishner's court. It was not a motion to expunge. However, Ochoa, without the HOA having any standing or interest in the lis pendens, wrote up the order erroneously to expunge which was solely for the benefit of Hong's clients and was a malicious attempt to disrupt my case.

**COUNTERDEFENDANTS' JOINDER TO SUN CITY ANTHEM COMMUNITY
ASSOCIATION'S COUNTERMOTION TO STRIKE NOTICE OF LIS PENDENS WITH
ATTACHED COMPLAINT**

Judge Kishner acted outside her jurisdiction to expunge a lis pendens related to a case in a different court. However, in her defense, ALL opposing counsels were conspirators in covering up crimes involving many more properties and many millions of dollars of ill-gotten gains. This type of white-collar crime requires forensic auditing to uncover, and I have spent thousands of hours over the last five years studying and analyzing the data and records related to just a very small number of properties.

My most charitable interpretation of Judge Kishner's actions

Judge Kishner reasonably relied on the attorneys, expecting them, as officers of the court, to tell her the truth. Because they were lockstep in their lies, consistently joining each other's motions and confirming each other's lies, Judge Kishner fell for it, and following her lead, Judge Johnson dismiss my A-19-799890-C complaint unheard on the grounds of res judicata and nonmutual claims preclusion. That might case was never heard on its merits was just collateral damage that never reached the level of consciousness.

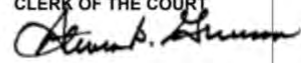
VII. 11/22/19 ORDER DEPRIVED ME OF MY RIGHTS WITHOUT APPEAL

Lipson Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LIPSON NEILSON P.C.
KALEB D. ANDERSON, ESQ.
Nevada Bar No. 7582
DAVID T. OCHOA, ESQ.
Nevada Bar No. 10414
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 - Telephone
(702) 382-1512 - Facsimile
kanderson@lipsonneilson.com
dochoa@lipsonneilson.com
Attorneys for Cross-Defendant
Sun City Anthem Community Association

Electronically Filed
11/22/2019 3:46 PM
Steven D. Grierson
CLERK OF THE COURT



THIS IS THE ONLY ORDER BESIDES THE 6/24/19
FINAL JUDGMENT FROM THE TRIAL THAT
REMOVES ME AS AN INDIVIDUAL. THIS IS THE
ONLY ORDER THAT SPECIFICALLY ORDERS MY
PRO SE MOTIONS AND NOTICES TO BE
REMOVED FROM THE RECORD.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiff,

vs.

BANK OF AMERICA, N.A.; SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
INC.; DOES I through X and ROE
BUSINESSENTITIES I through X,
inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

vs.

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

Counter-Defendants.

NONA TOBIN, an individual, and Trustee
of the GORDON B. HANSEN TRUST.

CASE NO.: A-15-720032-C

Dept. XXXI

**NOTICE OF ENTRY OF FINDINGS OF
FACT, CONCLUSIONS OF LAW AND
ORDER**

TOBIN AS AN INDIVIDUAL WAS
NEVER REMOVED FROM THE
CAPTION.

SEE 3/7/19 AND 3/12/19 NTSO TO
REFORM CAPTION.

SEE 4/27/17 TRANSCRIPT P. 3-13.

SEE 11/15/16 PROPOSED PLEADINGS AND INITIAL
2/1/17 AACC AND CRCMS - ALL NAME ME AS AN
INDIVIDUAL.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

On September 3, 2019, the Court heard and considered the following Motions:

- (1) Nona Tobin’s Motion for a New Trial Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F) (“Motion for New Trial”); **NOT HEARD OR CONSIDERED**
- (2) Nona Tobin’s Motion to Dismiss Pursuant to NRS 38.310(2) (“Motion to Dismiss”); **NOT HEARD OR CONSIDERED**
- (3) Counterdefendants’ Response to Nona Tobin’s Motion for New Trial and **NOT AN OPPOSITION PER EDCR 2.21** Motion to Dismiss and Countermotion to Strike from the Record the Rogue Motions and for Attorney’s Fees and Costs Pursuant to EDCR Rule 7.6(b)(1) and/or (3); **ACCEPTED BY COURT EVEN THOUGH NO OPPOSITION TO MERITS**
- (4) Sun City Anthem Community Association’s Joinder to Counterdefendants’ Response and Sun City Anthem Community Association’s Countermotion to **ACCEPTED BY COURT EVEN THOUGH NO OPPOSITION TO MERITS** Strike Notice of Lis Pendens, for a Vexatious Litigant Order, and for Attorney’s Fees Pursuant to NRS 18.010 and EDCR 7.6.

Non Party Nona Tobin appeared on her own behalf; Joseph Hong, Esq. appeared for Counterdefendants Joel A Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust, Yuen K Lee and F. Dondurant, LLC; Kaleb Anderson, Esq. appeared for Sun City Anthem Community Association; and Donna Wittig, Esq. appeared for Nationstar Mortgage, LLC.

Being fully briefed, and the Court having considered the Motions, Oppositions, **COURT WAS NOT FULLY BRIEFED AS SHE REMOVED FROM THE RECORD ALL EVIDENCE** and Replies, and being fully advised in the premises, finds as follows:
BASED ON THE MISREPRESENTATION THAT TOBIN AS AN INDIVIDUAL WAS A NON-PARTY. SEE 4/27/17 TRANSCRIPT P. 3-13

///

(702) 382-1500 FAX: (702) 382-1512

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONCLUSIONS OF LAW

1. Because she is not now, nor has she ever been, as party to this case, Nona Tobin is not authorized to file anything with this court in her individual capacity. *THIS IS FALSE. I FILED ON 2/1/17 AACC, AND 3 CRCMS, 3/3/17, 4/5/17, 4/10/17 OPPC/RPLY AND MOTION TO VOID THE SALE. 1/31/17 PRO SE CRCM VS SCA WAS OPERATIVE*
2. The only way Nona Tobin is involved in this matter is in her capacity as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08. In this capacity, she is represented by attorney Joe Coppedge, Esq.. *COURT BELIEVED ATTORNEY MISCHARACTERIZATIONS AT 4/23/19 HEARING*
3. Because she is not a party to the case, all documents filed with this Court by Nona Tobin as an individual, are rogue documents and are stricken from the record. This includes both the Motion to Dismiss and Motion for New Trial (and all oppositions or replies) and the Notice of Lis Pendens. *THIS ORDER TRIES TO UNDO THE 4/27/17 ORDER THAT DENIED SCA'S 3/22/17 MDSM PER RULE 41 AS TO TOBIN AS AN INDIVIDUAL*
4. In addition to being stricken as rogue documents, the Motion to Dismiss and Motion for a New Trial denied under NRCP 62.1, as there is no relief possible given the pending appeal. *TOBIN'S INDIVIDUAL APPEAL WAS DISMISSED BASED ON THE MISCHARACTERIZATION AND THE LACK OF AUTHORITY PROVIDED. Joe*
5. Counterdefendants have requested attorney's fees from Nona Tobin as part of their response to the Motion to Dismiss and Motion for a New Trial. Because the Court has no jurisdiction over Nona Tobin as an individual, this Court has no jurisdiction over her. *MOTION WAS FOR \$34K FEES FROM THE GBH TRUST. FEE FROM THE INDIVIDUAL WAS ONLY FOR MNTR AND MDSM PER 38.310*
6. Further, all parties to the case have contributed to the confusion regarding Nona Tobin's (as an individual) status in the case, so this Court finds no basis for an award of attorney's fees. *MOTION WAS NOT TIMELY IS WHY FEES WERE DENIED. Answer Agt hen. Joe.*

ORDER

THE RESULT OF THIS ORDER IS ONLY THAT THE THE 6/5-6/19 TRIAL STANDS WHICH WAS
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that non-party Nona Tobin's Motion for a New Trial Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F) is stricken from the Record as a rogue document. *BASED ON ALL DOCUMENTARY EVIDENCE BEING EXCLUDED AND WHICH ADJUDICATED NO CLAIMS OF PARTIES WITH A RECORDED INTEREST .*

SCA HAS NO INTEREST IN THE TITLE AND WOULD NOT HAVE BEEN PREJUDICED BY A TRIAL INCLUDING THE RIGHT PARTIES BASED ON EVIDENCE.
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that non-party Nona Tobin's Motion to Dismiss Pursuant to NRS 38.310(2) is stricken from the Record as a rogue document. *NONE OF THE PREVAILING PARTIES WERE COMPLIANT WITH NRS 38.310.*

THE COURT DID NOT HAVE JURISDICTION TO GRANT THEM RELIEF

PRONOUNCEMENTS NOT BASED ON THE ACTUAL COURT RECORD.

IF NOT HAVING A RECORDED CLAIM ON THE DAY OF THE SALE IS THE STANDARD,
FINDINGS OF FACT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1. Nona Tobin, an individual, is not, and has never been, a party to this case.
2. Nona Tobin's involvement in this case is limited to her role as trustee of the GORDON B. HANSEN TRUST Dated 8/22/08.
3. Nona Tobin, as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08 is represented in this matter by Joe Coppedge Esq.
4. Despite pronouncements from this Court regarding Nona Tobin's status as a non-party in this matter, all parties to the case have perpetuated confusion as to Nona Tobin's status as a party by continuing to make reference to Nona Tobin, as an individual, as a party to the case.
5. Although this Court orally granted a Motion to Withdraw by Attorney Coppedge, no final Order was filed. Pursuant to *Division of Child and Family Services, Dept. of Human Resources, State of Nevada v. Eighth Judicial District Court ex rel. County of Clark*, 120 Nev. 445, 92 P.3d 1239 (2004), the oral pronouncement of the Court is ineffectual without a written, signed, and filed order.
6. On July 23, 2019, Nona Tobin, as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08 filed a Notice of Appeal.
7. On July 22, 2019, Nona Tobin, as an individual, filed a Motion for a New Trial Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F).
8. On July 29, 2019, Nona Tobin, as an individual, filed a Motion to Dismiss Pursuant to NRS 38.310(2).
9. On August 7, 2019, Nona Tobin, as an individual, filed a Notice of Lis Pendens.

(702) 382-1500 FAX: (702) 382-1512

///

VIII. MOTION TO STRIKE WRONGLY BECAME AN ORDER TO EXPUNGE


2 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion to
3 expunge the lis pendens is GRANTED.

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Counter
5 ONLY CAN RELATE TO INDIVIDUAL. 9/10/19 HEARING DENIED FEES AGAINST TRUST
6 defendants' Requests for Attorney's fees are denied without prejudice. NEO 9/24/19

7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that
8 Counterdefendant Sun City Anthem Community Association's Counter Motion to have
9 Nona Tobin deemed a vexation litigant is denied *without prejudice.*


Dated this 20 day of October, 2019.

November


JOANNA S. KISHNER
HONORABLE JOANNA KISHNER

Submitted by:

LIPSON NEILSON, P.C.

By: 
Kaleb D. Anderson, Esq. (Bar No. 7582)
David T. Ochoa, Esq. (Bar No. 10414)
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144

Attorneys for Cross-Defendant
Sun City Anthem Community Association

SUN CITY ANTHEM COMMUNITY ASSOCIATIONS COUNTERMOTION TO STRIKE NOTICE OF LIS PENDENS WITH ATTACHED COMPLAINT, FOR A VEXATIOUS LITIGANT ORDER, AND FOR ATTORNEYS' FEES PURSUANT TO NRS 18.010 and E.D.C.R. 7.60

(702) 382-1500 FAX: (702) 382-1512

RECORDING COVER PAGE
(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 191-13-811-052
(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>)

Inst #: 20190808-0002097
Fees: \$40.00
08/08/2019 04:00:40 PM
Receipt #: 3797587
Requestor:
NONA TOBIN
Recorded By: DROY Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

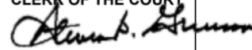
TITLE OF DOCUMENT
(DO NOT Abbreviate)

Lis Pendens

IX. 8/7/19 A-19799890-C COMP complaint

I timely filed a new complaint to meet the statute of limitations but also to address the **abuse of process** by the attorneys in Judge Kishner’s court since I couldn’t get her to order them to show cause why they shouldn’t be sanctioned for their conduct. I also wanted to get the undistributed proceeds of the sales owed to me and unlawfully retained by Koch & Scow.

Electronically Filed
8/7/2019 7:17 PM
Steven D. Grierson
CLERK OF THE COURT



CASE NO: A-19-799890-D
Department 22

1 NONA TOBIN, AN INDIVIDUAL
2 2664 Olivia Heights Avenue
3 Henderson NV 89052
4 (702) 465-2199
5 nonatobin@gmail.com
6 *In Proper Person*

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

9 NONA TOBIN, an Individual,
10 Plaintiff
11 vs.

**COMPLAINT FOR QUIET TITLE,
AND EQUITABLE, DECLARATORY
AND INJUNCTIVE RELIEF**

12 JOEL A. STOKES, an Individual; JOEL A.
13 STOKES and SANDRA STOKES as Trustees of
14 JIMI JACK IRREVOCABLE TRUST;
15 NATIONSTAR MORTGAGE, LLC; JOSEPH
16 HONG; MELANIE MORGAN, DAVID
17 OCHOA; STEVEN SCOW; FORREST
18 BARBEE; RED ROCK FINANCIAL
19 SERVICES; CLUYANNE M. CORWIN;
20 BANK OF AMERICA; YODA CRAIN, I;
21 TERESA D. WILLIAMS, CA NOTARY Exp.
22 1919662; TERESA D. WILLIAMS; YUEN K.
23 LEE, F. BONDURANT, LLC; THOMAS
24 LUCAS, OPPORTUNITY HOMES, LLC;
CIVIC FINANCIAL SERVICES LLC;
MORGAN STANLEY MORTGAGE CAPITAL
HOLDINGS LLC; DOES 1-10, ROE
CORPORATIONS 1-10

**ARBITRATION EXEMPT: CLAIMS
INVOLVE TITLE TO REAL
PROPERTY AND EQUITABLE
RELIEF**

Defendants

Comes now, Plaintiff NONA TOBIN, AN INDIVIDUAL, (Herein “Plaintiff” or “Tobin”) who hereby asserts her claims against the above-named Defendants as follows.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

I. INTRODUCTION

1. This action is for quiet title and equitable relief from a defective HOA foreclosure sale conducted without notice on August 15, 2014, by Sun City Anthem Community Association, Inc. (hereinafter “SCA” or “HOA”) former managing and debt collection agents dba Red Rock Financial Services, (Herein “RRFS” or “HOA Agents”).

2. Plaintiff comes before this Court to timely re-assert her NRS 40.010 quiet title claim

NRS 40.010 Actions may be brought against adverse claimants. An action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim

3. Despite NRS 30.130, Plaintiff was unfairly removed as a party from consolidated cases A-15-720032-C and A-16-730078 (Herein “A720032”) by ex-parte bench orders shortly before the June 5-6, 2019 trial.

NRS 30.130 Parties. When declaratory relief is sought, all persons shall be made parties who have or claim any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not parties to the proceeding.

4. Tobin had been a Defendant-in-Intervention in A720032 since the order granting her November 15, 2016 Pro Se motion to intervene was entered on January 12, 2017.

5. Tobin’s individual claims filed into those cases between 2016 – 2019, whether filed as a Pro Se, or filed by retained counsel, all remain adjudicated.

1 6. Plaintiff is severely aggrieved by orders of that Court, dated April 18, 2019 and June 24,
2 2019, that extinguished her property rights as successor trustee of the deceased owner's estate,
3 without the benefit of a trial.

4 7. The title claims of the Gordon B. Hansen Trust, (Herein "the GBH Trust"), property owner
5 at the time of the disputed sale, were extinguished after the Court excluded all of Tobin's evidence
6 from trial and did not require the prevailing parties to produce any admissible evidence to support
7 their claims or to submit those claim to mediation.

8
9 8. The Court retained jurisdiction despite NRS 38.310 (2) when none of the prevailing parties
10 were compliant.

11 9. Herein Plaintiff petitions the Court to declare that the disputed HOA sale did not
12 extinguish the GBH Trust's nor its successor trustee's rights to title; that Plaintiff is entitled to
13 the \$57,282 undistributed proceeds of the sale; that Plaintiff's 3/28/17 deed as an individual is
14 valid and superior to the Jimijack's defective, inadmissible 6/9/15 deed and the 5/1/19 deed of
15 Jimijack's successor Joel Stokes; that Plaintiff is entitled to recoup damages, five years of rental
16 income from Jimijack; that Nationstar Mortgage LLC's (Herein "NSM" or "Nationstar") claims
17 to own the beneficial interest of the disputed Western Thrift Deed of Trust (Herein "DOT") are
18 false; that all instruments, encumbrances and assignments improperly and/or unlawfully
19 notarized, executed or recorded to create false claims, or were done for the improper purpose of
20 abrogating Tobin's rights during the pendency of case A720032, and/or prior to the adjudication
21 of Plaintiff's claims in this instant action, are cancelled and declared without legal force and
22 effect; and that attorneys in the A720032 case pay Tobin's attorney fees and costs and be ordered
23 to show cause why they should not be sanctioned pursuant to Rule 11(b)(1)(3).

I. ABUSE OF PROCESS CAUSE OF ACTION

A-19-799890-C 1st Amended Complaint

Note that I became overwhelmed as a Pro Se, and I hired John W. Thompson to represent me on the new complaint as well as an individual appellant in case [79295](#).

John Thomson advised me to separate the claims against the attorneys from the quiet title action, and amended the [8/7/19 A-19799890-C COMP](#) complaint on [6/3/20 \(ACOM\)](#) first amended complaint without attorneys named or an abuse of process cause of action filed.

Attorneys were not named as defendants in 1st amended A-19-799890-C complaint, and abuse of process claim was bifurcated

Three of the attorneys were named individually in the new complaint due to their fraud on Judge Kishner and their use of the quiet title litigation process to cover up the crimes of their clients. This motivated their improper motions to strike the new complaint from the record and suppress any judicial scrutiny of the evidence.

13 | 19. JOSEPH HONG NV BAR 5995, an Individual, HONG & HONG; attorney for Joel
14 | Stokes, an individual and the Stokes as Trustees for Jimijack, Yuen K. Lee, and F. Bondurant,
15 | LLC against whom Tobin makes an abuse of process claim.

16 | 20. MELANIE MORGAN, Esq. NV Bar 8215, AKERMAN LLP was the attorney for
17 | Nationstar in A720032 against whom Tobin makes an abuse of process claim.

18 | 21. DAVID OCHOA, Esq., NV Bar 10414, LIPSON, NEILSON, COLE, SELTZER &
19 | GARIN, P.C, was the attorney representing Sun City Anthem in A720032 against whom Tobin
20 | makes against whom Tobin makes an abuse of process claim.
21 |

Other attorneys named in the 8/7/19 COMP were not named in the 6/3/20 ACOM

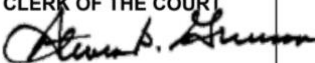
13 19. JOSEPH HONG NV BAR 5995, an Individual, HONG & HONG; attorney for Joel
14 Stokes, an individual and the Stokes as Trustees for Jimijack, Yuen K. Lee, and F. Bondurant,
15 LLC against whom Tobin makes an abuse of process claim.

16 20. MELANIE MORGAN, Esq. NV Bar 8215, AKERMAN LLP was the attorney for
17 Nationstar in A720032 against whom Tobin makes an abuse of process claim.

18 21. DAVID OCHOA, Esq., NV Bar 10414, LIPSON, NEILSON, COLE, SELTZER &
19 GARIN, P.C, was the attorney representing Sun City Anthem in A720032 against whom Tobin
20 makes against whom Tobin makes an abuse of process claim.
21

1 22. Defendant STEVEN SCOW, SCOW & KOCH is the attorney for former managing and
2 debt collection agents dba Red Rock Financial Services, who is holding the proceeds in a RRFS
3 Trust fund outside the control of the SCA Board against whom Tobin makes claims of fraudulent
4 misrepresentation and unjust enrichment.

18 26. Defendant PETER B. MORTENSON, MORTENSON & RAFIE, LLP; is the attorney
19 supervisor of CluAynne M. Corwin who obstructed the examination of the notary journal and
20 who stated that the notary performed this unlawful notarial act within the course and scope of her
21 employment that makes his firm accountable for her unlawful act.



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

DISTRICT COURT

CLARK COUNTY, NEVADA

10 NONA TOBIN, an Individual

11 Plaintiff,

12 vs.

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

23 Defendants.

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

FIRST AMENDED COMPLAINT

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

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

INTRODUCTION

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

The 8/7/19 Abuse of Process claim was not in the 6/3/20 amended complaint

Attorney misconduct will be address in a complaint to the Nevada Bar Ethics & Discipline Panel.

14
15
16
17
18
19
20
21
22
23
24

VII. ABUSE OF PROCESS
(Against HONG, MORGAN, AND OCHOA)

116. JOSEPH HONG NV BAR 5995, an Individual, HONG & HONG; attorney for Joel Stokes, an individual and the Stokes as Trustees for Jimijack, Yuen K. Lee, and F. Bondurant, LLC against whom Tobin makes claims of fraudulent misrepresentation and abuse of process that interfered with her ability to have a fair adjudication of her quiet title claims. Hong's misconduct/misrepresentations caused the A720032 court to issue bench orders that excluded six of Tobin's April, 2019 motions and notices to be excluded from the Court record without adjudication and to exclude all of the GBH Trust's evidence from the Court's consideration at the June 5-6, 2019.

1 117. MELANIE MORGAN, Esq. NV Bar 8215, AKERMAN LLP was the attorney for
2 Nationstar in A720032 against whom Tobin here makes a claim of abuse of process,
3 misrepresentations to the Court, and interference with Plaintiff's rights to have a fair
4 adjudication of her quiet title claims against Jimijack and the Stokes.

5 118. Nationstar's standing to be a party in the A720032 case was not questioned, although
6 NSM did not have a claim before the disputed sale.

7
8 119. NSM attorneys began taking aggressive action against Plaintiff when Tobin made it clear
9 in A720032 that NSM had no standing to foreclose on a note it did not own as NSM had never
10 entered into the court record any admissible evidence to support its ownership claim or to refute
11 Tobin's evidence.

12 120. NSM attorneys never filed any claims against SCA or against Tobin either as an
13 individual or s trustee of the GBH Trust.

14
15 121. Morgan and other Akerman attorneys filed unwarranted joinders to SCA's motions and
16 oppositions that were based on misrepresentations and false statements to the Court and which
17 served the improper purpose of using the HOA foreclosure dispute to allow NSM to gain
18 standing to foreclose on a note it does not own.

19 122. Obstructing Tobin's quiet title dispute against Jimijack was an improper abuse of process
20 because if the sale was voided to Tobin, there was no prejudice to the true owner of the note.

21
22 123. If NSM actually did own the beneficial interest of the DOT, its interest would have aligned
23 with Tobin's, i.e., if the sale were voided, the security instrument would not have been
24

1 extinguished and the legitimate owner of the note would be free to negotiate with Tobin or to
2 initiate foreclosure according to the parameters of NRS chapter 107, as amended by AB284(2011).

3 124. Tobin's initial affidavit, filed on 9/23/16, included these statements (Page 5, lines 15-21)
4

5 "In our scenario, NSM would retain whatever security interest they had (and could
6 legitimately prove they had) in the first deed of trust on August 14, 2014 and no
more."

7 Our prayer to the court would be 1) void the sale, 2) give back the title to us as the
8 equitable titleholders prior to the fraudulent HOA sale, and 3) not allow NSM's
claims to a security interest prevail by bypassing the requirements of Nevada's 2011
anti-foreclosure fraud law." (AB 284 2011)"

9 "I believe NSM's claims are clearly contradicted by evidence I possess."

10 125. If NSM's Joinder to SCA's MSJ was unwarranted and motivated by the improper
11 purpose of preventing the sale to be voided and title quieted to Tobin as it became clear during
12 discovery that Tobin's evidence and NSM's disclosures corroborated Tobin's claim that NSM
13 had no standing to foreclose as the DOT had essentially been securitized out of existence.
14

15 126. Jimijack's attorney Hong and Morgan manipulated the process to prevent a fair
16 adjudication of Tobin's claims, including getting her Pro Se motions and evidence against them
17 excluded from the court record by ex-parte bench orders caused by their misrepresentations to
18 the Court about Tobin's standing as an individual. The 4/23/19 hearing was ex-parte due to
19 deceptive notices served on Tobin to keep her away.

20 127. Morgan colluded with Hong to make a duplicitous "settlement" between NSM and
21 Jimijack and to dismiss bogus claims against F. Bondurant LLC and Opportunity Homes LLC.
22

23 128. Attorneys asserted a false ownership interest for NSM that did not exist in law or in fact
24 and were not required to provide admissible evidence to support the false claim.

1 extinguished and the legitimate owner of the note would be free to negotiate with Tobin or to
2 initiate foreclosure according to the parameters of NRS chapter 107, as amended by AB284(2011).

3 124. Tobin's initial affidavit, filed on 9/23/16, included these statements (Page 5, lines 15-21)
4

5 "In our scenario, NSM would retain whatever security interest they had (and could
6 legitimately prove they had) in the first deed of trust on August 14, 2014 and no
more."

7 Our prayer to the court would be 1) void the sale, 2) give back the title to us as the
8 equitable titleholders prior to the fraudulent HOA sale, and 3) not allow NSM's
claims to a security interest prevail by bypassing the requirements of Nevada's 2011
anti-foreclosure fraud law." (AB 284 2011)"

9 "I believe NSM's claims are clearly contradicted by evidence I possess."

10 125. If NSM's Joinder to SCA's MSJ was unwarranted and motivated by the improper
11 purpose of preventing the sale to be voided and title quieted to Tobin as it became clear during
12 discovery that Tobin's evidence and NSM's disclosures corroborated Tobin's claim that NSM
13 had no standing to foreclose as the DOT had essentially been securitized out of existence.
14

15 126. Jimijack's attorney Hong and Morgan manipulated the process to prevent a fair
16 adjudication of Tobin's claims, including getting her Pro Se motions and evidence against them
17 excluded from the court record by ex-parte bench orders caused by their misrepresentations to
18 the Court about Tobin's standing as an individual. The 4/23/19 hearing was ex-parte due to
19 deceptive notices served on Tobin to keep her away.

20 127. Morgan colluded with Hong to make a duplicitous "settlement" between NSM and
21 Jimijack and to dismiss bogus claims against F. Bondurant LLC and Opportunity Homes LLC.
22

23 128. Attorneys asserted a false ownership interest for NSM that did not exist in law or in fact
24 and were not required to provide admissible evidence to support the false claim.

1 filing unwarranted motions, and covering up the misdeeds of SCA's agents to try to bury her in
2 crippling litigation costs rather than have her claims heard on their merits.

3 136. Given that SCA was paid in full for deceased Gordon Hansen's delinquent assessments,
4 SCA had no financial interest nor any claim to the title. As such, SCA Board's duty was to act as
5 fiduciaries and investigate Plaintiff's complaints regarding the conduct of the sale and the agents
6 failure to distribute the proceeds when homeowner Tobin requested it in 2016-2017.

7
8 **J. Tobin's rights as an SCA member were abridged by SCA attorney misconduct.**

9 137. SCA attorney David Ochoa (Herein "Ochoa") unilaterally rejected Tobin's March 22,
10 2017 offer to settle the case without cost to SCA or Tobin, without even submitting it to the SCA
11 Board for their consideration:

12 **Nona Tobin would agree to:**

- 13 ■ No claim for attorney fees
- 14 ■ No claim for damages Waive claim of Respondeat Superior
- 15 ■ Withdraw 2/1/17 Cross-claim against SCA as if with prejudice
- 16 ■ No further civil action or NRED complaint to hold SCA accountable for acts of
17 SCA's agents that resulted in a defective foreclosure sale

18 **SCA Board would have to agree to**

- 19 ■ Not oppose my A720032 3/3/17 motion to void the sale for
20 – statutory non-compliance NRS 116.31162 et seq & NRS 116.31085
- 21 – Failure to provide Tobin notice and due process
- 22 – Failure to distribute the proceeds per NRS 116.31164
- 23 – Improper accounting and excessive fees charge
- 24 ■ Instruct the attorneys to withdraw two motions to dismiss Tobin as an individual
and as trustee for NRS 38 mediation and for practicing law without a license
- SCA Board to conduct a review of the collection process to ensure owners get
the same notice and due process when their house is sold as SCA owners get when
fined \$25 for a dead tree.

SCA Board would affirm or deny on their merits Tobin's 2/1/17 claims that:

- No notice was given to owner or Ombudsman
- Premature unnecessary referral to collections
- Excess fees charged
- Foreclosure deed relied on rescinded 3/12/13 NOD

- 1 ■ Canceled 2/12/14 NOS of 3/7/14 sale
- 2 ■ No NOS in effect when sold on 8/15/14
- 3 ■ Sale not commercially reasonable – 18% of FMV when no lender approval on
- 4 ■ four FMV sales up to \$395,000
- 5 ■ Agents falsified records to keep their actions covert
- 6 ■ Agents kept \$60,000 that belonged to the GBH Trust

7 138. Ochoa obstructed “Bound Parties”, i.e., the SCA Board and 15-year member in good
8 standing Tobin from access to CC&Rs provision XVI²⁶, Limits on Litigation.

9 139. Ochoa never filed any pleadings that timely, or substantively responded to Tobin’s
10 complaint or motion to void the sale.

11 140. Instead, he filed unwarranted motions and oppositions to Tobin that were filled with false
12 representations to the Court about the facts, the evidence, the court record, and even the laws
13 applicable to the SCA Board’s authority over the enforcement of the governing documents.

14 141. Plaintiff petitions the Court to order defendant Ochoa to show cause why he should not
15 be sanctioned for his obstruction over three years that has prevented Tobin’s grievances from
16 being redressed and her claims from being fairly adjudicated. See Tobin Appeal Case Statement²⁷
17 in which Tobin request for the Nevada Supreme Court to mandate ADR as part of the Supreme
18 Court appeal as reasonable, fair conflict resolution has been denied to Plaintiff due to Ochoa’s
19 and the other attorneys’ abusive treatment.

20 **VIII. PRAYER**

21 Wherefore, Tobin prays for judgment against the Defendants, jointly and severally, as
22 follows:

23 _____
24 ²⁶ [CC&Rs XVI](#)

²⁷ Appeal Case Statement [ACAS](#)

II. Ex Parte communications and stricken Pro Se filings

- 1. 4/10/19 [Tobin Opposition to Nationstar's motion for summary judgment against Jimijack and counter motion for summary judgment](#)

4/10/19 I served a Pro se OPPC (not pictured because it was removed from the court record) opposing Nationstar’s motion and counter motion for summary judgment

- 2. 4/12/19 19 [Tobin notice of appearance to return to Pro Se status as an individual](#) (duplicate filed in error)

4/12/19 I erroneously re-filed a NOTA to return to my Pro Se status that does not appear on the register of actions as it was removed from the court’s bench order at the 4/23/19 ex parte hearing

4/12/19 I filed a NOTC notice of completion of mediation by Nona Tobin, an individual and trustee of the Hansen Trust

4/12/19 I served a Pro se OPPC (not pictured because it was removed from the court record) opposing Nationstar’s motion and counter motion for summary judgment

4/12/19 Court order pictured above continued the 4/23/19 hearing to 5/7/19.

4/12/19 Melanie Morgan served notice that Jimijack and Nationstar had “settled”

4/15/19 Joseph Hong served notice of Hong & Morgan’s and Melanie Morgan’s ex parte stipulated agreement to give Jimijack until 4/26/19 to oppose Nationstar’s 3/21/19 motion for summary judgment

4/19/19 Morgan filed a “Response”, not an opposition to my 4/10/19 OPPC 4/22/19

Clerk’s notice of hearing provided a basis for the manner in which the docket listed a hearing

4/19/19 – 4/23/19 Register of Actions

04/19/2019	Response <i>Nationstar Mortgage LLC's Response to Nona Tobin's Opposition to Nationstar Mortgage LLC's Motion for Summary Judgment against Jimijack and Counter motion for Summary Judgment</i>
04/22/2019	Notice of Entry of Stipulation and Order <i>Notice Of Entry Of Stipulation And Order To Extend Briefing Schedule For Nationstar Mortgage LLC s Motion For Summary Judgment Anc [sic] Continue Hearing</i>
04/23/2019	Opposition and Counter motion (9:30 AM) (Judicial Officer Kishner, Joanna S.) <i>Tobin Opposition to Nationstar Motion for Summary Judgment Against Jimijack and Counter motion for Summary Judgment</i> Result: Matter Heard
04/23/2019	Opposition and Counter motion (9:30 AM) (Judicial Officer Kishner, Joanna S.) <i>Tobin Opposition to Nationstar Motion for Summary Judgment Against Jimijack and Counter motion for Summary Judgment</i> Result: Matter Heard
04/23/2019	Notice of Withdrawal of Motion <i>Notice of Withdrawal of Nationstar Mortgage LLC's Motion for Summary Judgment</i>
04/23/2019	All Pending Motions (9:00 AM) (Judicial Officer Kishner, Joanna S.) Parties Present Minutes Result: Matter Heard

Nationstar, Joel & Sandra Stokes as Trustees of Jimijack Irrevocable, Sun City Anthem, Red Rock Financial Services, Joel A Stokes, an Individual,

TABLE OF VIOLATIONS VS. ATTORNEYS

Bank of America, Quicken Loans, Brian Chiesi, Debora Chiesi, attorneys Joseph Hong, Akerman LLP (Melanie Morgan, Donna Wittig, Ariel Stern, Karen Whelan, Thera Cooper); Wright Finley Zak (Edgar Smith, Dana Johnson Nitz, Rock Jung), Lipson Neilson (David Ochoa, Angela Ochoa, Kaleb Anderson)

LEGAL AUTHORITY	PROVIDES	VIOLATION IN THIS CASE
<p>NRS 14.010 Notice of pendency of actions affecting real property: Recording.</p>	<p>1. In an action for the foreclosure of a mortgage upon real property, or affecting the title or possession of real property, the plaintiff, at the time of filing the complaint, and the defendant, at the time of filing his or her answer, if affirmative relief is claimed in the answer, shall record with the recorder of the county in which the property, or some part thereof, is situated, a notice of the pendency of the action, containing the names of the parties, the object of the action and a description of the property in that county affected thereby, and the defendant shall also in the notice state the nature and extent of the relief claimed in the answer.</p> <p>2. A notice of an action affecting real property, which is pending in any United States District Court for the District of Nevada may be recorded and indexed in the same manner and in the same place as provided with respect to actions pending in courts of this state.</p> <p>3. From the time of recording only, except as otherwise provided in <u>NRS 14.017</u>, the pendency of the action is constructive notice to a purchaser or encumbrancer of the property affected thereby. In case of the foreclosure of the mortgage, all purchasers or encumbrancers, by unrecorded deed or other instrument in writing made before the recording of the notice, and after the date of the</p>	<p>By 11/2/19 order, recorded on 12/3/19 by Joseph Hong, Judge Kishner, department 31, expunged the 8/8/19 Lis Pendens I recorded pursuant to NRS 14.010 as public notice that I filed a complaint A-19-799890-C which was assigned to be heard by Judge Johnson in department 22.</p> <p>Judge Kishner’s order was outside of her jurisdiction.</p> <p>David Ochoa’s filing a 8/7/19 motion in the name of cross-defendant Sun City Anthem was improper as 1) the HOA never has asserted any title interest in the property and had no standing to interfere with my recording a lis pendens in my title dispute against other parties, 2) the HOA was not named as a defendant in the A-19-799890-C complaint and had no standing to interfere with my recording a lis pendens, 3) David Ochoa was named individually in the new complaint for his part in obstructing my case</p> <p>Background <u>8/7/19 COMP</u> I filed a new complaint, A-19-799890-C because, no matter what I filed, Judge Kishner would not hear my claims on its merits and would not look at the evidence. According to NRS 11.070, the statute of limitations, five years after the disputed HOA sale, was 8/14/19. <u>8/7/19 NOLP</u> I serve a notice of I served a notice of lis pendens in case A-15-720032-C regarding my filing <u>8/8/19 LISP</u> (instrument 20190808-0002097) recorded a 7-page lis pendens without the new 30-page complaint attached 8/8/19 HOA motion to strike stated “motion to strike lis pendens with new complaint</p>

	<p>mortgage, shall be deemed purchasers or encumbrancers after the recording of the notice, and subject thereto, unless NRS 14.017 is applicable or they can show that, at the time of recording the notice, the plaintiff had actual notice of the purchase or encumbrance.</p>	<p>attached”</p> <p>SUN CITY ANTHEM COMMUNITY ASSOCIATIONS COUNTERMOTION TO STRIKE NOTICE OF LIS PENDENS WITH ATTACHED COMPLAINT, FOR A VEXATIOUS LITIGANT ORDER, AND FOR ATTORNEYS’ FEES PURSUANT TO NRS 18.010 and E.D.C.R. 7.60</p>
<p>NRS 205.395</p>	<p>Criminal penalties for executing, notarizing, or recording false claims to title</p>	<p>Nationstar LLC and/or Nationstar LLC dba Mr. Cooper recorded false claims on 12/1/14, 1/22/15, 8/17/15, 1/13/16, 6/7/16, 3/8/19 rescind and 3/8/19 assign, and 6/3/19.</p> <p>Bank of America (Youda Crain robo-signer, Teresa D. Williams notary fraud) recorded a false claim on 4/12/12.</p> <p>RRFS recorded false claims on 12/14/12, 3/12/13, 4/3/13, 4/8/13, and executed the foreclosure deed Thomas Lucas recorded on 8/22/14.</p> <p>Thomas Lucas’ 2/23/15 RPTT refund should be investigated.</p> <p>6/8/15 CluAynne M. Corwin notarized Yuen K. Lee’s signature claiming Thomas Lucas stood before her and made no entry in her notary journal</p> <p>Joel & Sandra Stokes and or Joseph Hong and/or Robert Goldsmith recorded false claims on 6/9/15, 6/9/15, 12/1/15, 5/1/19, 5/23/19, 5/28/19, 7/24/19, 12/3/19, 12/27/19, and 12/27/19 and aided and abetted false claims to be recorded on 6/3/19, 6/4/19, 7/10/19, 7/17/19, 12/27/19, 2/6/20, 2/6/20, and 12/4/20</p>
<p>NRS 205.372</p>	<p>Mortgage lending fraud</p> <p>1. A person who is a participant in a mortgage lending transaction and who:</p> <p>(a) Knowingly makes a false statement or misrepresentation concerning a material fact or knowingly conceals or fails to disclose a material fact;</p> <p>(b) Knowingly uses or facilitates the use of a false statement or misrepresentation made by another person concerning a material fact or knowingly uses or facilitates the use of another person’s</p>	<p>See above for dates involving RECORDED claims.</p> <p>Bank of America engaged in mortgage lending fraud. See 5/20/19 DECL Doug Proudfit. B of a was aided and abetted in this fraud by attorneys- Miles, Bauer, Bergstrom, & Winters LLP, e.g., Rock K. Jung on 4/8/13, 5/8/13,</p> <p>Attorneys for Wright, Finley, Zak, aided and abetted mortgage servicing fraud of both Bank of America and Nationstar Mortgage by filing into these quiet title civil actions statements known to be false and disclosing false evidence Edgar Smith (NV bar #5506) on 1/11/16, 4/12/16 DECL, 4/12/16, 5/10/16, 6/2/16, 6/3/16, 6/10/16, 3/27/17 DECL , 3/27/17, 11/9/17, 2/9/18, (Dana Johnson Nitz NV Bar #0050, Michael Kelly NV Bar #10101)</p>

	<p>concealment or failure to disclose a material fact;</p> <p>(c) Receives any proceeds or any other money in connection with a mortgage lending transaction that the person knows resulted from a violation of paragraph (a) or (b);</p> <p>(d) Conspires with another person to violate any of the provisions of paragraph (a), (b) or (c); or</p> <p>(e) Files or causes to be filed with a county recorder any document that the person knows to include a misstatement, misrepresentation or omission concerning a material fact,</p>	<p>Attorneys for Akerman LLP (Melanie Morgan NV Bar #8215, Karen Whelan NV Bar #10466, Donna Wittig NV Bar #11015). 5/15/18, 2/7/19, Thera Cooper NV Bar #13468, 2/12/19, 2/12/19, 2/20/19, 2/21/19, 2/21/19, 2/27/19, 2/28/19, 2/28/19, 3/7/19, 3/12/19, 3/12/19, 3/18/19, 3/21/19, 3/26/19 RTRAN, 4/12/19, 4/15/19 (SAO signed 4/10/19), 4/19/19, 4/23/19, 4/23/19 RTRAN, 4/25/19 RTRAN, 5/3/19, 5/21/19 RTRAN, 5/29/19 RTRAN, 5/31/19, 6/24/19, 6/24/19, 6/25/19, 7/1/19, 7/22/19.</p> <p>11/16/20 verified complaint vs. Nationstar provides 692 pages of evidence supporting my claim of mortgage servicing fraud and fraud on the court vs. Nationstar and its Akerman and Wright Finley Zak attorneys.</p> <p>Joseph Hong (NV Bar #5995) filed written false statements, filed frivolous unsupported harassing pleadings, knowingly made false verbal statements, made fraudulent misrepresentations of material facts, concealed/failed to disclose material facts, conspired with others, received proceeds, on these dates, 6/9/15 DEED, 6/16/15, 6/8/16, 8/12/15, 10/16/15, 8/30/16, 9/29/16 RTRAN, 12/5/16, 12/20/16 RTRAN, 3/13/17, 3/13/17, 3/13/17, 12/5/18, 3/25/19, 3/26/19 RTRAN, 4/15/19, 4/22/19, 4/23/19 minutes, 4/23/19 RTRAN, 4/23/19 RTRAN annotated, 4/25/19 RTRAN, 5/1/19 DEED, 5/3/19, 5/21/19, 5/23/19 Agreement, 5/24/19, 5/29/19 video, 5/29/19 RTRAN, 6/3/19 RTRAN, 6/3/19 video, 6/5/19, 6/5/19 video, 6/5/19 RTRAN, 6/5/19 video, 6/6/19 RTRAN, 6/24/19, 6/28/19, 8/7/19, 8/13/19, 9/3/19 RTRAN, 9/3/19 video, 6/25/20, 7/1/20, 8/3/20 annotated., 8/11/20 video, 8/11/20 RTRAN, 10/8/20, 10/8/20 annotated, 10/16/20 OST, 10/16/20 NEO, 10/29/20 RTRAN, 10/29/20 video, 11/3/20 video, 11/3/20 RTRAN</p> <p>Lipson Neilson (David Ochoa NV Bar #10414, Kaleb Anderson NV Bar #7582) denied me my rights under CC&Rs XVI, defamed me in quarterly litigation reports filed into case A-720032-C written false statements, knowingly made false verbal statements, made fraudulent misrepresentations of material facts, concealed/failed to disclose material facts, conspired with others to suppress my evidence against all opposing parties, on these dates 3/22/17, 3/22/17, 3/27/17, 3/28/17 RTRAN (Angela Ochoa), 3/31/17, 4/18/17, 4/27/17 RTRAN, 5/23/17 RTRAN, 5/25/17 RTRAN, 9/20/17, 4/20/18, 5/31/18, 2/5/19, 2/11/19,</p>
--	--	---

		<p>2/26/19, 2/26/19, 3/6/19, 3/26/19 RTRAN, 4/18/19, 5/2/19, 5/24/19, 5/31/19, 8/8/19, 8/9/19, 8/22/19, 9/3/19 RTRAN, 9/4/19, 9/10/19 video, 9/10/19 minutes, 7/1/20,</p> <p>Koch & Scow 9/27/18, 2/4/19, 2/11/19, 6/23/20, 8/3/20, 12/3/20</p>
NRS 205.377	Enhanced criminal penalties for multiple transactions, corrupt business practices	<p>12/7/20 Nationstar settlement indicates a corrupt pattern but is not applicable to my case.</p> <p>The corrupt pattern in my case was executed by attorneys abusing the quiet title litigation process. In my case, Nationstar was the servicing bank from 12/1/13 to the present (B of A was the servicer before) Neither B of A nor Nationstar ever recorded a notice of default or took any of the steps mandated by NRS 107.080 to foreclose on the Hansen DOT even though there were no payments after 2011 because the borrower died. B of A/Nationstar both obstructed fair market value sales, I sold it on 5/8/14 on auction.com for \$367,500 on 5/8/14, but Nationstar said the beneficiary disapproved the sale. Nationstar refused to identify the beneficiary and let the HOA sell I for \$63,100 on 8/15/14 with no notice to me whatsoever. Nationstar circled back, filed a fraudulent civil action in 2016 (1/11/16 COMP) for quiet title against Opportunity Homes who did not have any recorded interest after 6/9/15) based on the false claim that NSM was the beneficiary since 2011 to claim that the HOA sale was void because B of A had paid the super-priority of delinquent HOA fees. I intervened to support Nationstar's suit to void the sale and said that I had evidence that Nationstar was lying about being the beneficiary. Nationstar and Jimijack made a fraudulent side deal to prevent the court from seeing that neither of them had any evidence to support their claims. Nationstar knew I could prove that it did not have standing to foreclose, and Jimijack knew I could prove Jimijack's deed was fraudulent. The only way they could prevail was by suppressing all the evidence and obstructing a fair adjudication of my claims.</p>
NRS 207.360 (9), (10), (30)	Racketeering - commission of, attempt to commit or conspiracy to commit any of the following crimes: 9. Taking property from another under circumstances not amounting to robbery	<p>Miles, Bauer, Bergstrom, & Winters LLP, e.g., Rock K. Jung on 4/8/13, 5/8/13,</p> <p>Attorneys for Wright, Finley, Zak, aided and abetted mortgage servicing fraud of both Bank of America and Nationstar Mortgage by filing into these quiet title civil actions statements known to be false and disclosing</p>

	<p>18. Grand larceny 28. Obtaining possession of money or property valued at \$650 or more, or obtaining a signature by means of false pretenses; 30. Offering false evidence</p>	<p>false evidence Edgar Smith (NV bar #5506) on 1/11/16, 4/12/16 DECL, 4/12/16, 5/10/16, 6/2/16, 6/3/16, 6/10/16, 3/27/17 DECL, 3/27/17, 11/9/17, 2/9/18, (Dana Johnson Nitz NV Bar #0050, Michael Kelly NV Bar #10101)</p>
<p>NRS 207.400</p>	<p>1. It is unlawful for a person: (a) Who has with criminal intent received any proceeds derived, directly or indirectly, from racketeering activity to use or invest, whether directly or indirectly, any part of the proceeds, or the proceeds derived from the investment or use thereof, in the acquisition of: (1) Any title to or any right, interest or equity in real property; or (2) Any interest in or the establishment or operation of any enterprise.</p>	<p>11/16/20 verified complaint vs. Nationstar provides 692 pages of evidence supporting my claim of mortgage servicing fraud and fraud on the court vs. Nationstar and its Akerman and Wright Finley Zak attorneys.</p> <p>Joseph Hong (NV Bar #5995) filed written false statements, filed frivolous unsupported harassing pleadings, knowingly made false verbal statements, made fraudulent misrepresentations of material facts, concealed/failed to disclose material facts, conspired with others, received proceeds, on these dates, 6/9/15 DEED, 6/16/15, 6/8/16, 8/12/15, 10/16/15, 8/30/16, 9/29/16 RTRAN, 12/5/16, 12/20/16 RTRAN, 3/13/17, 3/13/17, 3/13/17, 12/5/18, 3/25/19, 3/26/19 RTRAN, 4/15/19, 4/22/19, 4/23/19 minutes, 4/23/19 RTRAN, 4/23/19 RTRAN annotated, 4/25/19 RTRAN, 5/1/19 DEED, 5/3/19, 5/21/19, 5/23/19 Agreement, 5/24/19, 5/29/19 video, 5/29/19 RTRAN, 6/3/19 RTRAN, 6/3/19 video, 6/5/19, 6/5/19 video, 6/5/19 RTRAN, 6/5/19 video, 6/6/19 RTRAN, 6/24/19, 6/28/19, 8/7/19, 8/13/19, 9/3/19 RTRAN, 9/3/19 video, 6/25/20, 7/1/20, 8/3/20 annotated, 8/11/20 video, 8/11/20 RTRAN, 10/8/20, 10/8/20 annotated, 10/16/20 OST, 10/16/20 NEO, 10/29/20 RTRAN, 10/29/20 video, 11/3/20 video, 11/3/20 RTRAN</p>
<p>NRS 207.470</p>	<p>Civil actions for damages resulting from racketeering Any person who is injured in his or her business or property by reason of any violation of NRS 207.400 has a cause of action against a person causing such injury for three times the actual damages sustained. An injured person may also recover attorney’s fees in the trial and appellate courts and costs of investigation and litigation reasonably incurred.</p>	
<p>NRS 207.480</p>	<p>Order of court upon determination of civil liability. A district court may, following a determination of civil liability under NRS</p>	

	207.470 or 207.490 , take such actions as it deems proper, including ordering the defendant to pay all costs and expenses of the proceedings.	
12 CFR1026.39	Mortgage transfer disclosures - Truth in Lending (TILA)	Nationstar refused to disclose
NRS 111.105	Conveyances by deed must be acknowledged or proved and recorded as directed in NRS 111	Jimijack's deed recorded on 6/9/15 did not comply.
NRS 111.120	Requires a person prove to the notary who they are before executing a deed	Jimijack's deed recorded on 6/9/15 did not comply.
NRS 111.175	<p>Conveyances made to defraud prior or subsequent purchasers are void.</p> <p><i>Berge v. Fredericks</i>, 95 Nev. 183, 186 (Nev. 1979) ("However, a party claiming title to the land by a subsequent conveyance must show that the purchase was made in good faith, for a valuable consideration; and that the conveyance of the legal title was received before notice of any equities of the prior grantee.")</p> <p>"In cases of this kind it is seldom, if ever, possible to prove fraudulent intent by direct evidence, hence it is necessary to resort to circumstantial evidence. Badges of fraud are infinite in number and form. 27 C.J. 483, 822." <i>S.G. R. Bank v. Milisich</i>, 48 Nev. 373, 376-77 (Nev. 1925)</p>	<p>Joel and Sandra Stokes 5/1/19 DEED conveyance of Jimijack's inadmissible 6/9/15 DEED was for the purpose of evading detection that Jimijack had no standing and no evidence to pursue a quiet title claim at the 6/5/19 trial. Joseph Hong concealed this material fact from the court and lied to her on 5/21/19 when she specifically asked him.</p> <p><i>Page 7, 6-16</i> <i>Mr. Hong, can you restate you were speaking on behalf of which parties?</i> <i>MR. HONG: Yes, Your Honor. The Stokes parties, the plaintiffs.</i> <i>THE COURT: You've got to be clearer than that, counsel. Remember, we have unique aspect in this case that you're -- you have clients that are -- so, are you Jimijack Irrevocable Trust as well or just the Stokes?</i> <i>MR. HONG: It's the Jimijack Irrevocable Trust through its trustees, Joe and Sandra Stokes, the Stokes, Your Honor.</i></p> <p>All subsequent transfers in the chain of title, 12/27/19 DEED 1, 12/27/19 DEED 2 Chiesi, are void, as the fruit of the poison tree.</p>
NRS 111.180	<p>Bona fide purchaser: Conveyance not deemed fraudulent in favor of bona fide purchaser unless subsequent purchaser had actual knowledge, constructive notice or reasonable cause to know of fraud.</p>	<p>Brian & Debora Chiesi are not bona fide purchasers for value as every filing into case A-19-799890-C demonstrates their attorney's awareness of the fraud I allege was perpetrated by Nationstar and Joel and Sandra Stokes to steal the property from me.</p> <p>On 2/7/20 EMAILS, several employees of Equity Title, had an email exchange over refusing to give my agent, Craig Leidy, a preliminary title report that appears to me to indicate that quite a few people are</p>

	<p><i>Shadow Wood Homeowners Ass'n, Inc. v. N.Y. Cmty. Bancorp, Inc.</i>, 366 P.3d 1105, 1115 (Nev. 2016) (“A subsequent purchaser is bona fide under common-law principles if it takes the property for a valuable consideration and without notice of the prior equity, and without notice of facts which upon diligent inquiry would be indicated and from which notice would be imputed to him, if he failed to make such inquiry.”)</p>	<p>aware of the badges of fraud found in the title transfers from Jimijack to Chiesi.</p> <p>Maurice Wood (Brittany Wood NV Bar # Quicken Loan /Chiesi filed an unwarranted joinder instead of pursuing a title insurance claim which would have made them whole if I prevailed failed to disclose/misrepresented material facts in RFJN to obstruct the administration of justice and to suppress evidence that would invalidate her clients’ adverse title claims to Tobin recorded on 12/27/19 DEED and 12/27/19 DOT and aided and abetted false claims to be recorded and 12/4/20 7/6/20, 7/6/20 RFJN pg. 1-4 TOC, , 6/9/15 DEED, 3/28/17 DEED, 3/8/19 Rescind, 3/8/19 RESCIND annotated, 3/8/19, 3/8/19 annotated, 6/3/19, 6/4/19, 7/10/19, 7/17/19, 12/27/19, 2/6/20, 2/6/20, , 7/6/20 RFJN, 8/3/20,</p>
<p>NRS 111.340</p>	<p>Certificate of acknowledgment and record may be rebutted</p>	<p>I filed into the court record that Jimijack’s deed was void per NRS 111.345 on 9/23/16 AFFD, due to notarial violations documented in my 1/17/17 DECL. Fraudulent conveyance was the 2nd cause of action in my 2/1/17 AACC pg. 12 counter-claim vs. Jimijack.</p> <p>Judge Kishner did not ever rule to admit Jimijack’s deeds over my objections. She simply ignored my repeated attempt at rebuttal.</p> <p>She simply wrote falsely in her 6/24/19 final judgment order that she had given “all parties an opportunity to present their case” and “having considered the evidence”</p> <p>“it is hereby ordered, adjudged and decreed that Judgment shall be entered in favor of Jimijack and Lee and against the Hansen Trust as to all claims alleged against them by the Hansen Trust.”</p>
<p>NRS 111.345</p>	<p>Proof taken upon oath of incompetent witness: Instrument not admissible until established by competent proof</p>	<p>Jimijack’s 3/13/17 RCCM did not offer any evidence or argument to refute my rebuttal of the defective deed. Joseph Hong never disclosed ANY evidence into the case to refute my rebuttal and did not file the disclosures required by NRC 16.1. Jimijack’s 12/5/18 responses to my interrogatories were deceptive.</p>

NRS 116.3116	HOA lien of nine months assessments has super-priority over subordinate liens	Miles Bauer tendered \$825 that SCA agents covertly rejected. This is a corrupt practice Miles Bauer's firm. It is unknown if they are really Bank of America's agents or if B of A handed over a portfolio to them and allowed the attorneys to operate their own venture. This is provable fraud, and there have been literally thousands of cases clogging the Nevada courts with cases where the banks are using the quiet title process to gain standing to steal from the homeowner in violation of NRS 107.080 and the contractual PUD rider.
PUD Rider	Lender's remedy is not a de facto foreclosure	The PUD Rider states that any delinquent assessments paid by the lender is added to the outstanding balance with interest. It cannot be used, as Nationstar did as a de facto foreclosure to remove an owner's title rights without complying with the notice requirements under the trustee's power of sale in NRS 107.080 as amended by AB 284 (2011)
NRS 116A.640 (8)	HOA Manager can't: "8. <i>Intentionally apply a payment of an assessment from a unit's owner towards any fine, fee or other charge that is due.</i> "	"check (143 for HOA dues" was applied first to fees 10/18/12 by RRFs as partial payment; 11/9/12 applied as "RRFS collection payment" in Resident Transaction Report Sale is void for applying check 143 first to fees See SCA 618 showing one of the ways how RRFs keeps two sets of books, one that shows how the payment is supposed to be applied by law, and the other where they just add unauthorized fees to create a default illegally.
NRS 116A.640 (9)	HOA Manager can't: "9. <i>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.</i> "	RRFS covertly refused BANA's 5/9/13 tender of \$825. This alone is sufficient to void the HOA sale in its entirety, but this is what Nationstar's fraudulent 2/12/19 joinder was designed to prevent. What makes Nationstar's fraud even more blatant is that both the Wright Finley Zak and the Akerman attorneys concealed Red Rock's rejection of Nationstar's \$1100 super-priority offer to close the escrow opened on 5/8/14 on the \$367,500 www.auction.com sale. Nationstar concealed that the property had already been sold and conspired with Red Rock to cover up that Red Rock did not inform the HOA of the \$1100 offer. Red Rock lied to the HOA Board and said that the owner had requested a waiver of fees which I had not and my agent Craig Leidy had not. Red Rock, Nationstar, and the HOA attorneys all participated in the falsification of the evidence, (SCA 302) , SCA 276 SCA 275-293 SCA 415-416

		rejection of BANA tender was when only nine months were delinquent as of 4/30/13 NSM \$1100 offer rejected as if it was an owner request for waiver
NRS 116A.640(10)	HOA Manager can't: "10. <i>Collect any fees or other charges from a client not specified in the management agreement.</i> "	Managing agent FSR (fka RMI) held the NRS 649 debt collection license dba Red Rock Financial Services (RRFS) 4/27/12 RRFS debt collection agreement 2/26/10 RMI management agreement 3/31/14 FSR management agreement
NRS 116.31162 =	Can't file a notice of intent to lien " <i>or take any other action to collect prior to "60 days after the obligation becomes due"</i> .	10/3/12 check 143 for \$300 submitted & ID'd as "check for HOA dues" to pay \$275 assessments and \$25 late fee lien recorded with no prior notice for \$925.76 when only \$300 was due
SCA Board Resolution Delinquent Assessment Policy and Procedure		See annotated SCA 168-SCA 175 . SCA Delinquent Assessment Policy for violations of each provision.
NRS 116.31162 (4)	Must provide schedule of fees, proposed repayment plan, right to hearing by BOD + procedures	No schedule of fees, repay plan, or hearing was provided to me ever. No exception exists in the law to providing these notices or holding a hearing if an account has been sent to collections as claimed by SCA. Judge Kushner just accepted Ochoa's oral argument that the HOA didn't have to provide the notices. See 3/26/19 RTRAN, pgs. 23-24 .
NRS 116.311635	1. The association or other person conducting the sale shall also, after the expiration of the 90 days and before selling the unit: (a) Give notice of the time and place of the sale in the manner and for a time not less than that required by law for the sale of real property except that in lieu of following the procedure for service on a judgment debtor	2/12/14 notice of 3/7/14 sale complied with this provision. 5/8/14 Property was sold on auction.com 5/15/14 Trustee sale was cancelled 6/2/14 Ombudsman logged Notice of sale was cancelled – owner retained 8/15/14 Red Rock sold it without notice to the owner (1) , (2) the bank or the (3) Ombudsman

	<p>pursuant to NRS 21.130, service must be made on the unit's owner as follows:</p> <p>(1) A copy of the notice of sale must be mailed, on or before the date of first publication or posting, by certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest at his or her address, if known, and to the address of the unit; and</p> <p>(2) A copy of the notice of sale must be served, on or before the date of first publication or posting, in the manner set forth in subsection 2; and</p> <p>(b) Mail, on or before the date of first publication or posting, a copy of the notice by certified or registered mail, return receipt requested, to:</p> <p>(1) Each person entitled to receive a copy of the notice of default and election to sell notice under NRS 116.31163;</p> <p>(2) The holder of a recorded security interest or the purchaser of the unit, if either of them has notified the association, before the mailing of the notice of sale, of the existence of the security interest, lease or contract of sale, as applicable; and</p> <p>(3) The Ombudsman.</p>	
<p>NRS 116.311635</p>	<p>NOS – publish 3 times. Date & time & place of sale, mail certified to owner,</p>	<p>Red Rock gave the Ombudsman notice of a 3/7/19 sale and disclosed a proof of service (SCA, canceled that notice a week after the auction.com sale.</p>

		<p>2/12/14 NOS complied with NRS 116.311635, but the single complaint notice was cancelled by notice to Ombudsman on 5/15/14.</p> <p>See Ombudsman NOS compliance record of HOA notice published 2/12/14 for a 3/7/14 sale.</p> <p>No new compliant NOS was published prior to the 8/15/14 sale.</p> <p>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.</p> <p>The 2/12/14 notice of sale was cancelled one week after I signed an acceptance of the \$367,500 offer from MZK Properties, the high bidder on the 5/8/14 auction.com sale.</p> <p>Red Rock did publish a 2nd NOS in two other SCA foreclosures where the 1st NOS was cancelled (2986 Olivia Heights and 2532 Grandville)</p> <p>4/15/19 Ombudsman compliance records of Sun City Anthem foreclosures</p> <p>If Red Rock gave notice to Nationstar, then Nationstar guilt is obvious since it didn't go to the sale or stop it. If Red Rock didn't give notice to Nationstar, why didn't Nationstar list the lack of notice or the rejection of its \$1100 as the reason the sale should be voided. given that I had a \$358,800 offer in hand pending lender approval on 7/26/14.</p>
<p>NRS 116.311365(3)(b)</p>		<p>No 2nd NOS was given to the Ombudsman who is responsible for compliance with the statutorily-defined notice of sale requirements.</p> <p>Red Rock conducted the 8/15/14 sale held without notice to me or the multiple bona fide purchasers with a known interest. Then, Red Rock completed the deception of the enforcement officials by not delivering the foreclosure deed within 30 days (or ever) after Christie Marling delivered the deed to Thomas Lucas on 8/28/14. SCA 228-229</p> <p>That Red Rock knows the person conducting the sale SHALL deliver the deed to the Ombudsman is clear because Red Rock did provide the deed for at least 6 of 17 foreclosures in the enforcement records.</p> <p>Red Rock did publish a 2nd NOS in two other SCA foreclosures where the 1st NOS was cancelled (2986 Olivia Heights and 2532 Grandville)</p>

		4/15/19 Ombudsman compliance records of Sun City Anthem foreclosures
NRS 116.31164(3)(b)	<p>3. After the sale, the person conducting the sale shall:</p> <p>(b) <i>Deliver a copy of the deed to the Ombudsman within 30 days after the deed is delivered to the purchaser</i></p>	<p>8/15/14 sale was held without having a 2nd NOS and without giving the OMB the foreclosure deed EVER</p> <p>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</p>
NRS 116.31164(3)(c)	<p>3. After the sale, the person conducting the sale shall:</p> <p>(c) <i>Apply the proceeds of the sale for the following purposes in the following order:</i></p> <p>(1) <i>The reasonable expenses of sale;</i></p> <p>(2) <i>The reasonable expenses of securing possession before sale, holding, maintaining, and preparing the unit for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, and, to the extent provided for by the declaration, reasonable attorney s fees and other legal expenses incurred by the association;</i></p> <p>(3) <i>Satisfaction of the association s lien;</i></p> <p>(4) <i>Satisfaction in the order of priority of any subordinate claim of record; and</i></p> <p>(5) <i>Remittance of any excess to the unit s owner.</i></p>	<p>This timeline shows how Red Rock and Nationstar conspired to obstruct the fair market value sale of the property, were unjustly enriched by their scam, and then disclosed false evidence to cover up the fraudulent sale, the fraudulent creation of standing for Nationstar as the beneficiary to collect on a debt it was not owed, and Red Rock’s (or maybe just Red rock’s attorneys) retaining the proceeds of sales without ever interpleading the funds.</p> <p>Red Rock’s quid pro quo assisting Nationstar to fake being the beneficiary, Nationstar will turn a blind eye to Red Rock’s not interpleading the proceeds.</p> <p>See “We can learn a lot from this Spanish Trail case” and “HOA debt collectors wield an unlawful level of power”</p> <p>5/28/14 Nationstar negotiator delivered a message to Leidy through the Equator platform saying “Please be advised the max I will be able to pay the HOA is \$1,100.”</p> <p>6/5/14. Leidy forwarded the \$1100 offer to Christie Marling (bottom of a falsified disclosure SCA 277)</p> <p>6/9/14 Red Rock forwarded a fraudulent unsigned owner request for waiver to the HOA</p> <p>6/26/14 HOA Board president approved the fraudulent “Owner request for waiver” (SCA 276) that Red Rock gave to the Board instead of Nationstar’s 5/28/14 \$1100 super-priority offer</p> <p>7/25/14 MZK Escrow was cancelled on the auction.com \$367,500 sale after Nationstar said the beneficiary rejected the sale</p> <p>7/25/14 I signed the change order a required by Nationstar to raise the listing price to \$390,000 and extend the listing to 10/31/14.</p> <p>7/25/14 Leidy put the property back on the market, saying “<i>Bank wants higher offer than previously accepted...I’ve worked out all the other liens and this should close quickly.</i>”</p> <p>7/25/14 I emailed Leidy “I still want to know who the beneficiary is. We should be able to sue them to cancel the debt because they failed to properly notify me of the transfer. What proof do I have that “he” is the actual owner of the debt.”</p>

		<p>7/26/14 new \$358,800 offer 7/30/14 emails about Nationstar refusing to identify the beneficiary 8/1/14 I signed a \$375,000 counteroffer to Blum as required by Nationstar 8/4/14 Blum countered that she wanted an inspection with utilities on 8/13/14 Notice of Fines from the HOA \$25 for dead plants was the only notice related to the property I received from either the HOA or from Red Rock after the 2/12/14 notice of a 3/7/14 sale 8/15/14 Red Rock sold the property for \$63,100 to Tom Lucas without notice 8/28/14 Christie Marling transmitted \$57,282.32 Red Rock Financial Services account check, dated 8/21/14, payable to Clark County District Court, to Steve Scow with the request, "Please have these excess funds interpleaded..." SCA 223-224 10/14/14 I emailed Craig Leidy</p> <p>On 11/30/18, Steve Scow said that the funds were still in the Red Rock Financial Services account.</p> <p>SCA 217 & SCA 223-224 were deceptive.</p> <p>SCA 224 disclosed a \$57,282 check, dated 8/27/14, to Clark County District Court, to create to mis-perception that the funds had been distributed.</p> <p>In 2014, RRFS misled Tobin so she could not submit a claim for the proceeds through interpleader.</p> <p>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.</p>
NRS 116.31166	Deed recitals are deemed to be conclusive of a valid sale that removed the owner's right of redemption	Deed recitals were false. The HOA & its agents failed to comply with all legal requirements that were conditions precedent to a valid sale, i.e., notices required by NRS 116.31162(4) were not provided, there was no valid notice of sale in effect after the 2/12/14 notice of sale was cancelled on 5/15/14, no notice was provided to me after 2/12/14 of the proposed 3/7/14 sale date, RRFS kept two sets of books and falsified the records, RRFS added fees above those authorized by statute The default did not occur as was stated on the 3/12/13 rescinded Notice of default (NOD).

		<p>Payments were made after 7/1/1, i.e. check 143 was credited as paying all the quarter ending 9/30/12.</p> <p>The Miles Bauer tender of \$825 on 5/9/13 would have paid all delinquent assessments through 6/30/13, and render the sale void</p> <p>RRFS misrepresented SCA 302 (NSM 5/28/14 offer of \$1100) and called it an owner request for waiver in SCA 295.</p> <p>RRFS didn't deliver the foreclosure deed to the Ombudsman as mandated by law and provided no notice to me that the property had been sold.</p> <p>RRFS did not distribute the proceeds of the sale.</p>
NRS 116.1113	Obligation of good faith	<p>FSR d/b/a RRFS had a financial conflict of interest serving both as the HOA's managing agent and as its debt collector.</p> <p>FSR and RRFS advised the HOA BOD that it was required to handle collections and foreclosure in secret meetings.</p> <p>FSR/RRFS falsely advised the HOA BOD that all BOD decisions related to "public" auctions of foreclosed properties were confidential by law.</p> <p>FSR/RRFS did not act in good faith when it advised the BOD that there was an exception to due process requirements and owner protections in the law and in the deed restrictions if the proposed sanction was foreclosure.</p> <p>FSR/RRFS prevented the BOD from complying with the requirements for taking valid corporate actions by getting the BOD to make all the decisions leading up to the sale of the property in unnoticed, closed meetings and without giving the owner an opportunity to prevent the sale.</p>
NRS 116.3102 (m)	(1) (m) May impose reasonable fines for violations of the governing documents of the association only if the association complies with the requirements set forth in NRS 116.31031 .	<p>FSR/RRFS advised the HOA BOD that this provision did not apply when the HOA was imposing fines that were mis-named collection costs.</p> <p>FRS/RRFS advised the HOA BOD that selling an owner's home for the alleged violation of delinquent assessments was not a fine or a sanction.</p>
NRS 116.3102 (3)(4)		<p><i>3. The executive board may determine whether to take enforcement action by exercising the association's power to impose sanctions or commence an action for a violation of the declaration, bylaws or rules, including whether to compromise any claim for unpaid assessments or other claim made by or against it. The executive board does not have a duty to take</i></p>

		<p><i>enforcement action if it determines that, under the facts and circumstances presented:</i></p> <p><i>(a) The association's legal position does not justify taking any or further enforcement action;</i></p> <p><i>(b) The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with current law;</i></p> <p><i>(c) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the association's resources; or</i></p> <p><i>(d) It is not in the association's best interests to pursue an enforcement action.</i></p>
<p>NRS 116.3102 (3)(4)</p>	<p>Enforcement must be prudent, not arbitrary and capricious</p>	<p>The BOD was arbitrary and capricious in its decision to make foreclosure decisions based solely on the allegations of its financially-conflicted agents. The Board was negligent to inadequately supervise the agents who filed to comply with the notice and due process mandated and took proprietary control over the funds and the policies governing the enforcement process to the detriment of the association and all owners.</p> <p>The HOA BOD allowed non-uniform enforcement and unjust enrichment of the agents to occur without supervising or auditing the agents' actions or allowing owners to know what actions the agents were taking.</p>
<p>NRS 116.3103</p>	<p>BOD and agents are fiduciaries, business judgment rule, duty bound to act solely and exclusive in the best interest of the HOA</p>	<p>HOA agents were unjustly enriched by usurping the policy authority and duties the SCA Board is prohibited from delegating by its governing documents.</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 or greater than the authority of the HOA Board</p> <p>Neither the Association nor the HOA Board owes any duty to its agents.</p>
<p>NRS 116.31031 CC&Rs 7.4 Bylaws 3.26</p>	<p>Limits on BOD power to impose sanctions</p> <p>HOA BOD must provide:</p> <p>Notice of violation</p>	<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>Resolution Establishing the Governing Documents Enforcement Policy & Process</p>	<p>Notice of hearing and procedures Notice of sanction & chance to appeal Notice of appeal hearing procedures Appeal</p>	<p>None of the contractually-defined notice requirements guaranteed to all SCA homeowners prior to the imposition of a sanction for an alleged violation of any kind were met:</p> <p>No Notice of violation (also no quarterly delinquency report as required by SCA bylaws 3.21(f)(v))</p> <ul style="list-style-type: none"> • No Notice of hearing and procedures • No Notice of sanction & chance to appeal • No Notice of appeal hearing procedures • No Appeal hearing held <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>
<p>NRS 116.310313</p>	<p>An HOA can charge reasonable fees to collect; this provision applies equally to an HOA agent</p>	<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 (SCA168-175).</p>
<p>NRS 116.116.3106 (1)(d)</p>	<p>HOA must define in its bylaw which of BODs duties SHALL not be delegated</p>	<p>FSR/RRFS misled the HOA Board</p>
<p>SCA Bylaws 3.20/ 3.18a, b, e, f, g, i Adopted pursuant to NRS 116.3106(d)</p>	<p>Can't delegate (a) budget; (b) levying or collecting assessments, (e) deposit in approved institutions for HOA's behalf, (f) making/ amending use rules, (g) opening bank accounts and controlling signatories, (i) enforcing governing documents</p>	<p>FSR/RRFS usurped the collection and foreclosure process by asserting total proprietary control over all financial records. They structured a system that excluded the HOA Board from ability to supervise or audit the agents' work.</p> <p>FSR/RRFS had signatory control over SCA accounts covering all assessments collected.</p> <p>SCA maintained no independent records to document that the sale occurred in the manner claimed by FSR/RRFS (or occurred at all).</p> <p>SCA's ownership records (Resident Transaction Report) show only two owners of the property (Hansen and Jimijack before 2016 while RRFS shows three owners and Jimijack claims there were four.</p> <p>SCA has no record that the property was sold on 8/15/14 or on any other date.</p> <p>The HOA has no record that \$63,100, or for any other amount, was collected from selling the property.</p>

		<p>The HOA has no records of what happened to whatever money was collected for whatever properties were sold by agents exercising the HOA’s statutory right to foreclose in whatever unknown manner they chose.</p>
<p>NRS 116.31083</p>	<p>Defines Requires HOA BOD meetings to be open to all owners except in four limited circumstances</p>	<p>No notice to the membership when any decision to foreclose a particular property was made.</p> <p>The Board meets in closed session to discuss and act on topics outside the four permissible ones.</p> <p>See “SCA Board did not comply with HOA meeting laws”</p>
<p>NRS 116.31083 (6)</p> <p>NRS 116.3108(4)</p>	<p>agenda must clearly describe topics</p>	<p>This property was never on any Board agenda for any reason.</p> <p>NRS 116.3108 (4) 4. <i>The agenda for a meeting of the units’ owners must consist of:</i></p> <p>(a) <i>A clear and complete statement of the topics scheduled to be considered during the meeting, including, without limitation, any proposed amendment to the declaration or bylaws, any fees or assessments to be imposed or increased by the association, any budgetary changes and any proposal to remove an officer of the association or member of the executive board.</i></p> <p>(b) <i>A list describing the items on which action may be taken and clearly denoting that action may be taken on those items. In an emergency, the units’ owners may take action on an item which is not listed on the agenda as an item on which action may be taken.</i></p> <p>(c) <i>A period devoted to comments by units’ owners regarding any matter affecting the common-interest community or the association and discussion of those comments. Except in emergencies, no action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken pursuant to paragraph (b).</i></p>
<p>NRS 116.31083 (9)</p>	<p>minutes must include date, time and place of meeting; directors present, substance of matters discussed, record of vote, owners’ comments</p>	<p>Nothing in any minutes indicate the SCA Board authorized this property to be sold.</p> <p>No Board vote on record related to this property at all.</p>
<p>NRS 116.31065</p>	<p>Rules must be uniformly enforced or not at all</p>	<p>SCA asserts that foreclosure is a statutory right that exempts the HOA Board & its agents from providing an owner the notice and due process required by NRS 116.31031 and CC&Rs 7.4 prior to the Board’s imposing any sanction against an owner for an alleged infraction of the HOA’s governing documents.</p> <p>Tobin asserts that there is no exception in the law that exempts an HOA from providing all of the notice and</p>

		<p>due process delineated in NRS 116.31031 and CC&Rs 7.4 when the Board imposes any sanction. It is ludicrous for an HOA Board to assert that the ONLY exception to an owner’s rights to due process was when an unsupervised agent imposed the harshest possible sanction, i.e., permanent revocation of membership privileges, 100% of the owner’s title rights and a fine 200 times the debt, for an alleged violation of the governing documents for delinquent assessments.</p>
<p>NRS 116.31175 SCA bylaws 6.4 SCA bylaws 3.26</p>	<p>HOA agents do not control HOA records. The Board controls the records and must provide owners access to all BOD agendas, minutes, & all HOA records (with statutorily-defined exceptions), including contracts, court filings when HOA is a party. which must be reported quarterly by name</p>	<p>The HOA and its agents did not put provide any agenda that specified any proposed action to sanction the owner of 2763 White Sage for delinquent assessments or to sell the property to collect.</p> <p>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</p> <p>SCA withheld compliance records requested in 2016 unless they received a request from the court.</p> <p>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</p> <p>SCA withheld all the documents requested in discovery.</p> <p>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>
<p>NRS 116.31175 SCA bylaws 3.21(f)(v)</p>	<p><i>“(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent...”</i></p>	<p>FSR f/k/a RMI, as the HOA’s managing agent, never provided a quarterly delinquency report to the HOA BOD. The absence of this mandated report facilitated FSR d/b/a RRFS’s predatory collection practices which included adding</p>
<p>NRS 116.31085(4)</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</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</p>

	person requests in writing that an open hearing be conducted	privileges because, as of 9/20/12, the \$275 assessment payment for the quarter ending 9/30/12 had not yet been received.
NRS 116.31085(4a)	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	No notice to attend
NRS 116.31085(4b)	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)	No due process provided
NRS 116.31085(5)	subsection 4 establishes the MINIMUM protections the BOD must provide before it makes a decision	SCA didn't provide the minimum protections
NRS 116.31085(6f)	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	Never gave info that could be considered actual or constructive notice
NRS 116.31087(1)	right of owners to place allegation of violations of NRS 116 or the governing documents if they give a written request to the BOD	Tobin was blocked multiple times from telling the HOA BOD that their agents were stealing. Tobin was told she would have to get a court order to even see the records about the sanctions they took sanctioning for dead trees at the property
NRS 116.31087(2)	Board has 10 business days to place on next regular BOD meeting	Didn't do it

See “[FACTS: BEFORE THE SALE](#)”

See “[SCA Board did not comply with HOA meeting laws](#)”

See “[The sale was void for rejection of assessments](#)”

See “[RRFS Claims vs Actual \\$\\$ Due](#)”

See “[What Lawsuit?](#)” originally published 3/18/17

See “[Abusive debt collection practices cost us all more than you think](#)”

Disputed facts unheard

EXHIBIT#		
	Judge Kishner refused to hear my 6/17/19 motion to intervene or consider my 6/21/19 DECL supporting declaration under penalty of perjury.	

3/5/2019	opposition to the SCA MSJ
----------	---

5/14/2008	10 SCA bylaws 3.20/3.18abefgi prohibits BOD delegation
-----------	--

Sun City Anthem disclosed the Red Rock foreclosure file (RRFS 001-425) as unverified [SCA 176 - SCA 643](#) by serving a [picture of a DVD Pg 8 right after their ridiculous Privileges Log](#)) on 5/31/18 (so I had no access to them until 12/24/18 a month after SCA mediated in bad faith). The Red Rock Foreclosure File (redacted), was disclosed per NRCP 16.1 as if it were the HOA's true, complete, and accurate compliance, enforcement and foreclosure records without any certification of accuracy and completeness. Red Rock's records are directly contradicted by SCA Board minutes and compliance records that were withheld in discovery. The 7-page blogpost linked here, aptly entitled, "[Disputed Facts in Red Rock Foreclosure File Disclosed as SCA 176-643](#)", lists facts alleged by attorneys Steven Scow and David Ochoa that I dispute with verified documentary evidence that Judge Kishner ignored or excluded in toto without reasonable cause, notice or an opportunity to be heard.

Red Rock and SCA disclosed between them 110 pages of proofs of service, return to sender, etc. to create the deception that notices were sent that were not. There are no proofs of service or returns to sender for any of the disputed notices, e.g., [SCA 278](#), [SCA 286](#), [SCA 642-643](#) [SCA 635](#), [SCA 628](#)

8/8/2012	6 Sparkman RPA \$310K
8/10/2012	Tobin counter to require lender to pay seller costs
8/10/2012	7 BANA short sale addendum
8/11/2012	8 Tobin re lender is seller
9/17/2012	9 SCA MSJ exhibit 3 re intent to lien SCA628
9/20/2012	5 Hearing Notice Sanction 4 Delinquent Assessments
10/3/2012	4 Tobin letter 2 SCA w/ 8/17/12 chk 143 + death cert
1/27/2013	BANA confusion over DOT – misc docs
6/5/2013	HUD-1 draft showing \$3055.47 due to HOA out of escrow
6/19/2013	Proudfit 2 Ticor: BANA rejected buyer

9/25/2014	2 Res Trans Rpt 1336-7 GBH 2 Jimijack
7/1/2014	Leidy-Tobin emails 7/24/14 through 10/24/14
7/22/2014	11 SCA 280-280 BOD denial of fee waiver request

Nona Tobin's analysis of the evidence supporting voiding the 8/15/14 HOA sale was published in "[The HOA sale was fatally flawed](#)"

[3/5/19 minute order 4:45 PM](#) sua sponte issued a minute order granting cross-defendant Sun City Anthem's partial motion for summary judgment on the quiet title claim of the Hansen Trust and Nationstar's Limited joinder thereto ignoring the opposition that was timely filed, an hour earlier at [3:31 PM 3/5/19 DECL](#) prior to the hearing originally scheduled for 3/12/19, but moved by the court to 3/14/19. This preemptive order is in stark contrast to her tolerating opposing counsels' repeated failure to meet court deadlines, e.g., Sun City Anthem did not answer my [1/31/17 CRCM](#) cross-claim until [4/20/18 XCAN](#) and Jimijack didn't answer Nationstar's [6/2/16 AACC](#) until [3/25/19 RCCM](#)

3/26/19, ([3/26/19 34 minute hearing video](#)), ([3/26/19 transcript](#)) ([3/26/19 minutes](#)) ([3/26/19 annotated transcript](#)) Judge Kishner granted, relying solely on the oral arguments or the HOA and the unverified, uncorroborated Red Rock foreclosure file (Disputes related to SCA and by sua sponte, excluding from evidence, the Nevada Real Estate Division's HOA foreclosure notice compliance record that I had filed into the court record multiple times since 2016 without its authenticity being challenged by any party. Judge Kishner also granted Nationstar's fraudulent limited joinder thereto without any review of the evidence that establishes Nationstar's fraud on the court.

6/24/19 court order statements that the trial dealt with all the claims of all the parties and that all had been given an opportunity to be heard are false. Only the quiet title claim of the Hansen Trust was heard, and that without consideration of a mountain of documentary evidence. Nationstar was allowed to fraudulently settle non-existent claims and prevail by unilaterally dismissing its claims without adjudication. None of the causes of action in my 2/1/19 AACC vs. Jimijack were heard. None of the causes of action in my 2/1/19 CRCM vs. Yuen K. Lee dba F. Bondurant LLC were heard. Five of the six causes of action in my 1/31/17 CRCM vs. Sun City Anthem were heard.

2/5/2019	SCA MSJ against Tobin
2/5/2019	SCAMSJ Ex5-10/8/12 receipt + false claim of 9/20 notice
2/5/2019	SCAMSJ Ex12-notices with proofs of service

5/29/19 Motion to reconsider –

[4/17/19 OGMSJ](#) granted Nationstar's limited joinder to the HOA MSJ vs. the Hansen Trust's quiet title claim despite Nationstar having no standing

Nationstar never filed any quiet title claim against the Hansen Trust or against the HOA and never submitted any claims to mediation.

Judge Kishner did not ever look at my evidence against Nationstar that proved it was lying about being the beneficiary of the Hansen Trust.

[4/18/19 NEO](#) Judge Kishner complained this order was entered a day too late for the 4/23/19 hearing

[5/31/19 ODM MRCN](#) granted Nationstar's joinder against the Hansen Trust for quiet title, The order explicitly says "without addressing super-priority".

Judge Kishner never ruled on the issue of law I raised about the PUD rider.

Judge Kishner never looked at my declaration and 500 pages of verified evidence

**EXHIBITS TO 5/23/19 TOBIN RPLY TO
SCA 5/2/19 OPPM TO TOBIN MOTION TO RECONSIDER AND
JIMIACK'S 5/3/19 JOINDER TO SCA AND
NSM'S 5/3/19 JOINDER TO SCA**

Exhibit “1”; [April 20, 2019 Tobin declaration](#)

Exhibit “2” [May 11, 2018 and May 13, 2019 Leidy declaration](#)

Exhibit “3” [May 20, 2019 Proudfit declaration](#)

Exhibit “4” [Resident Transaction Reports for 2763 White Sage 2664 Olivia Heights](#)

Exhibit “5” [No valid Board authorization for sale](#)

Exhibit “6” [Proposed Findings of Fact](#)

Exhibit “7” [Authenticated OMBUDSMAN NOS records for 17 foreclosures](#)

Exhibit “8” [2nd NOS for two sales but not for 2763](#)

Exhibit “9” [March 22, 2019 Tobin DECL opposing NSM MSJ vs. Jimijack](#)

Exhibit “10” [April 12, 2019 MSJ v. Jimijack \(ERROR\)¹ See 4/12/19 OPPC against](#)

[NSM and CMSJ. And another CMSJ vs JJ drafted 4/4/19 linked here](#)

Exhibit “11” [May 20, 2019 complete chain of title for 2763 White Sage^{2, 3}](#)

[4/12/19 OPPC against NSM and CMSJ.](#)

¹ It appears as though this exhibit 10 is different from the CMSJ against JJ on pages 11-22 in my Pro Se filed “rogue” Also, I drafted another CMSJ against Jimijack on [4/4/19 linked here](#) that I don’t know if I filed or not.

² I got an 5/28/19 [update of the chain of title](#) which shows that Joel Stokes encumbered the property on 5/21/19 with a new \$335,000 Deed of Trust with Civic Financial Services (pgs 90-120) that was recorded on 5/23/19, right after my 5/6/19 Lis Pendens, and well before the June 5 trial.

³

Damages to me personally

The consequences of this successful fraud

1. the title to a \$500,000 house was taken from me by a fraudulently conducted-unnoticed foreclosure sale,
 2. Nationstar stole from me the \$389,000 outstanding Western Thrift & Loan debt of deceased borrower Gordon Hansen that I did not owe and was not owed to Nationstar,
 3. Joel and Sandra Stokes kept \$100,000+ in rental profits that belong to me,
 4. Red Rock attorneys Koch & Scow retained \$60,000 that they refused to distribute to me in 2014 and has now accrued plus six years of interest and costs to pursue my claim against massive obstruction
 5. I have been forced to expend tens of thousands of dollars on litigation costs and thousands of hours of personal time to attempt to recover what was stolen from me.
11. My complaint is that Judge Kishner's refusal to examine the evidence has had continuing damaging impacts on me and obstructed my access to my legal remedies in courts beyond Judge Kishner's and has given Nationstar a free pass (Note Judge Kishner's and Johnson's error in stating that if the valid HOA sale extinguished the title claims of the Hansen Trust, but failing to see that it also extinguished the Hansen deed of trust and Nationstar's unexamined disclosures prove that Nationstar did not own it and Judge Kishner let Nationstar steal it without adjudication).

Appeals

Supreme Court case 79295	Online case management system – see how opposing parties were successful in getting me removed as a party by saying I was not aggrieved
Judicial Jiu-jitsu	Youtube channel contains closed-caption videos of all the court hearings as well as brief videos explaining the trickery employed by the attorneys to suppress the evidence

[A-15-720032-C case summary](#)

[A-19-799890-C case summary](#)

[2015-2020 orders](#)

[Combined minutes](#)

Supreme Court [case 79295](#)

Prior proceeding of consolidated cases, A-15-720032-C, Jimijack Irrevocable Trust vs. Bank of American & Sun City Anthem, and A-16-730078-C, Nationstar Mortgage LLC vs. Opportunity Homes, LLC (NEFF - 6/24/19) is currently under appeal as Supreme court case 79295, Gordon B. Hansen Trust vs. Jimijack, Nationstar, & Sun City Anthem, and was referred to the Court of Appeals on 8/27/20.

Appendices

82094 Hong 7.60 sanction appeal

[10/8/20 NEO Judge Johnson's Order to sanction me](#) as a vexatious litigant

20-41867

20-41869

20-42054

20-43029

20-44787

20-45466

20-46584

20-46914

21-01834

8. Nature of the Action and Result in the SC case 82094 docketing statement vs. Hong/Jimijack/Stokes

Nona Tobin as an individual filed an action in her individual capacity for quiet title, declaratory relief and equitable relief/unjust enrichment for the excess proceeds of sale, against several defendants, from a defective HOA foreclosure sale and many other statutory and other violations of law. The defendants filed a Motion to Dismiss, and several joinders thereto, and submitted unverified evidence to the Court. Instead of hearing the Motion as one for Summary Judgment, the Court ruled that the First Amended Complaint did not survive the Motion to Dismiss and granted the motion, dismissing the action with prejudice. The Order Granting the Motion to Dismiss was not entered until December 3, 2020.

Two months before that order was entered, sua sponte, and without circulating the draft to the parties, on September 6, 2020, the Court issued an Order granting defendants', Joel A. Stokes, an individual, Joel A. Stokes and Sandra Stokes, as Trustees of the Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust, Motion for Attorney Fees and Costs Pursuant to EDCR 7.60(b)(1) and/or (3), and included finding and rulings that were not briefed by the parties, including NRS 18.010. Well after the 14-day time limit had passed (see, NRCP 58(e)), the Stokes defendants filed a Notice of Entry of Order on October 8, 2020.

Appellants are appealing the October 8, 2020 Order because it, inter alia: (1) incorrectly applied EDCR 7.60 and NRS 18.010(2)(b) in awarding attorney fees to Respondents; (2) failed to adequately assess the factors enumerated in *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969) in awarding attorney fees to Respondents; (3) incorrectly awarded certain costs to Respondents; and (4) incorrectly found facts and law not briefed or in the record when making the award of attorney fees and costs. Appellants therefore appeal the October 8, 2020 Order pursuant to NRAP 3(A)(b)(8).

82294 Red Rock MTD

4. [Case summary A-19-798990-C](#)
5. [8/13/19 NOLP](#) filed notice of lis pendens
6. [8/7/19 complaint](#)
7. [8/7/19 COMP pages 21-26](#) abuse of process claim vs. Hong, Morgan, Ochoa
8. [201908080002097](#) LIS PENDENS RECORD ON 8/8/19
9. [201908140003083](#) LIS PENDENS RECORD ON 8/14/19
10. [201908140003084](#) LIS PENDENS RECORD ON 8/14/19
11. [6/3/20 ACOM](#) 1st amended complaint
12. [6/23/19 MTD](#) Red Rock's motion to dismiss per NRCP 12(b)(5)
13. [6/25/19 JMOT](#) NSM joinder
14. [6/25/19 JMOT](#) Stokes joinder
15. [7/6/20 JMOT](#) Chiesi/Quicken joinder
16. [7/6/20 RFJN](#) (Pages 1-4 list of documents) Chiesi/Quicken RFJN
17. [7/20/20 OPP MTD and JMOTs](#) Tobin Opposition to motion to dismiss and joinders
18. [8/3/20 RIS](#) Chiesi/Quicken reply in support of their JMOT
19. [8/3/20 RPLY](#) Stokes/Jimijack reply in support of their JMOT
20. [8/3/20 RPLY](#) Red Rock reply in support of its motion to dismiss
21. [8/11/20 RTRAN](#) transcript of hearing on 6/23/20 Red Rock MTD and all joinders
22. [10/8/20 NEO](#) order to sanction per EDCR 7.60 (1)(3) \$3,455 to Hong for Jimijack/Stokes
23. [10/8/20 OPPM](#) Tobin opposition to Chiesi Quicken [9/16/20 MAFC](#)
24. [10/27/20 OPP](#) Tobin opposition to Hong OST MENE
25. [10/29/20 RTRAN](#) re Chiesi/Quicken MAFC
26. [11/3/20 RTRAN](#) re Hong OST
27. [11/17/20 NOAS](#) 20-41867 Tobin appeal of 10/8/20 NEOJ \$3,455
28. [11/17/20 NEOJ](#) order to sanction \$8,948.99 per NRCP 18.010(2) to Wood for Chiesi/Quicken
29. [11/17/20 OSCC](#) order to statistically close case
30. [12/3/20 OGM](#) order granting Red Rock's motion to dismiss per NRCP 12(b)(5) (non-mutual claims preclusion) and Joel Stokes's, Sandra Stokes's, Joel Stokes & Sandra Stokes as trustees of Jimijack Irrevocable Trust's, Jimijack Irrevocable Trust's, Nationstar Mortgage LLC's, Brian Chiesi's, Debora Chiesi's, and Quicken's joinders to dismiss Tobin's complaint for quiet title, unjust enrichment and declaratory and equitable relief with prejudice per NRCP 12(b)(5) (non-mutual claims preclusion/res judicata)
31. [12/3/20 NODP](#) notice of entry of order granting all defendants' motions and joinders and expunging three lis pendens **as if** they had been expunged on the dates they were recorded, i.e., 8/8/19, 8/14/19 and 8/14/19
32. [12/18/19 NOAS 82234](#) vs. Quicken/Chiesi 11/17/20 order 20-45890
33. [1/8/21 NOAS 82294 21-00536](#) notice of appeal docs for instant appeal of 12/3/20 NODP

34. [1/19/21 docketing statement 21-01613](#) for 82234 appeal of 11/17/20 order Chiesi/Quicken \$8,949
35. [1/28/21 NCJD complaint](#) against Judge Kishner for 2.6 (not giving opportunity to be heard, 2.7 (not hearing/deciding) and 2.9 (ex parte communications with Melanie Morgan and Joseph Hong on 4/23/19)

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

3 The original Complaint was filed on August 7, 2019, the First Amended
4 Complaint was filed on June 3, 2020.

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

8 Plaintiff Nona Tobin appeals the order of dismissal with prejudice entered on 12/3/20
9 that granted Defendant Red Rock Financial Services' motion to dismiss pursuant to NRCPC
10 12(b)(5) and (6) of Tobin's First Amended Complaint and all the joinders thereto.

11 Nona Tobin, an individual, filed a complaint for quiet title, unjust enrichment, and
12 declaratory relief against Red Rock Financial Services and the other defendants.

13 Tobin's previously unadjudicated unjust enrichment claim against Red Rock is to obtain
14 the \$57,282.32 undistributed excess proceeds plus six years interest that Red Rock unlawfully
15 retained by obstructing Tobin's 2014 attempt to claim the proceeds after the disputed 2014
16 HOA foreclosure sale.

17 Tobin also had claims for relief of quiet title, declaratory relief and equitable
18 relief/unjust enrichment against Nationstar Mortgage that has engaged in various actions and
19 inactions to deprive Tobin of her title rights, cause Tobin damage, should be judicially estopped
20 from claiming to be the beneficial owner of the disputed Hansen deed of trust, and has no rights
21 to the undistributed proceeds of the disputed HOA sale.

22 Tobin claimed quiet title, declaratory relief and equitable relief/unjust enrichment
23 against Joel Stokes, an individual, who obstructed a fair adjudication of Tobin's claims in the
24

1 prior proceedings in Tobin's absence to deprive Tobin of her rights, to gain quiet title to the
2 subject property by obstructing Tobin's right to be heard, and, is judicially estopped from
3 claiming to ever have had a valid, admissible deed or any other proof of title.

4
5 Tobin's unjust enrichment claim and against Joel and Sandra Stokes for the retention of
6 over \$100,000 in rents collected after the disputed HOA sale.

7 Tobin's quiet title and equitable relief claims pursuant to NRS 40.010 were made
8 against current deedholders Brian and Debora Chiesi, current lienholder Quicken Loans, and
9 other defendants who had recorded other claims adverse to Tobin's title claim six months after
10 the trial in the prior proceedings, ignoring two Lis Pendens were on record regarding the instant
11 case and the appeal of the prior case.

12
13 Instead of hearing the Motion as one for Summary Judgment¹, the Court ruled that the
14 First Amended Complaint did not survive the Motion to Dismiss² and granted the motion,
15 dismissing the action with prejudice in its entirety³.

16
17
18 ¹ NRCP 12(d) Result of Presenting Matters Outside the Pleadings. If, on a motion under Rule 12(b)(5) or 12(c),
19 matters outside the pleadings are presented to and not excluded by the court, the motion must be treated as one for
20 summary judgment under Rule 56. All parties must be given a reasonable opportunity to present all the material that
is pertinent to the motion.

21 ² In reviewing a motion to dismiss under NRCP 12(b)(5), the court must accept all facts in the complaint as true,
22 construe the pleadings liberally, and draw all possible inferences in favor of the nonmoving party. See *Buzz Stew,*
23 *LLC vs. City of N. Las Vegas*, 124 Nev. 224, 228 (2008)

24 ³ In considering a motion to dismiss, "all well-pleaded allegations of material fact are taken as true and construed in
25 a light most favorable to the non-moving party." *Wylar Summit P'ship v. Turner Broad. Sys., Inc.*, 135 F.3d 658,
26 661 (9th Cir. 1998) (citation omitted). However, the Court does not necessarily assume the truth of legal
27 conclusions merely because they are cast in the form of factual allegations in Plaintiffs' Complaint. See *Clegg v.*
Cult Awareness Network, 18 F.3d 752, 754-55 (9th Cir. 1994). The issue is not whether Plaintiffs ultimately will
prevail, but whether they may offer evidence in support of their claims. *Gilligan v. Jamco Dev. Corp.*, 108 F.3d 246,
249 (9th Cir. 1997) (quoting *Scheuer v. Rhodes*, 416 U.S. 232, 236 (1974)). Consequently, the Court may not grant
a motion to dismiss for failure to state a claim "unless it appears beyond doubt that the Plaintiff can prove no set of
facts in support of his claim which would entitle him to relief." *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957); see
also *Hicks v. Small*, 69 F.3d 967, 969 (9th Cir. 1995).

28 *Butts v. Universal Health Services, Inc.*, No. 2:05-CV-01434-PMP-LRL, at *3-4 (D. Nev. July 6, 2006)

1/8/21 21-00539

1/12/21 21-00920

1/12/21 21-00939

1/12/21 21-01083

1/29/21 21-02882

2/3/21 21-03255

[12/3/20 NODP notice of dismissal with prejudice](#) Judge Johnson dismissed my A-19-799890-C complaint unheard on the grounds of res judicata and non-mutual claims preclusion

6/25/20 JMOT [Pages 1-4 annotated](#)

[6/25/20 JMOT](#) Joel Stokes, Sandra Stokes, Jimijack Irrevocable Trust Joinder and motion for EDCR 7.60 sanction

[8/3/20 RIS annotated](#) Hong reply to support motion to dismiss and motion to sanction

[8/3/20 RIS Hong](#)

[9/6/20 OGM Judge Johnson's sua sponte order to sanction me](#) per EDCR 7.60

[9/6/20 Order to sanction annotated](#)

order granting Hong \$3,455 as EDCR 7.60 sanction Hong's EDCR 7.60 (1) and/or (3) \$3,455 sanction for filing my A-19-798990-C complaint

[11/17/20 NOAS Hong](#) 20-41867

[11/25/20 assign Hong to mediator](#) 20-43029

[8/7/19 Tobin COMP \(never served\)](#) A-19-798990-C Complaint

8/13/19 NOLP

[6/3/20 Tobin ACOM](#) (no answers, only motion to dismiss and joinders)

6/23/20 Red Rock MTD

[6/25/20 JMOT NSM](#)

[6/25/20 JMOT NSM annotated pages](#)

[6/25/20 JMOT Jimjack Stokes](#)

[1/8/21 NOAS](#) 21-00536 Red Rock

6/23/20 Red Rock MTD

[6/25/20 JMOT NSM](#)

[6/25/20 JMOT NSM annotated pages](#)

[6/25/20 JMOT Jimjack Stokes](#)

8/3/20 RIS Hong

[8/3/20 RIS Hong annotated](#)

8/3/20 RIS Red Rock

12/3/20 OGM motion to dismiss

[12/3/20 NODP notice of dismissal with prejudice](#)

82234 MAFC Chiesi Quicken

20-45890

20-45893

20-46831

20-46849

21-011613

11/17/20 Judge Johnson granted \$8,899 attorney fees and costs attorneys for Brian and Debora Chiesi and Quicken Loans, defendants who had recorded adverse claims to title on 12/27/19. Judge Johnson reiterated her erroneous findings of fact based on a totally false statement of this court record on the grounds that my NRS 40.010 complaint for quiet title was unwarranted, claims precluded, The 11/17/20 order is appealed as [case 82234](#)

[11/17/20 NEOJ](#) Judge Johnson's order to grant \$8,948.99 to Quicken Loans/Chiesi attorney calling my quiet title complaint "was brought without reasonable ground or to harass the prevailing party" ([NRS 18.010](#) (2))

[7/6/20 JMOT Quicken Chiesi](#)

[7/6/20 RFJN Quicken Chiesi](#)

[7/6/20 RFJN pages 1-4](#)

[12/18/20 NOAS](#) 20-45890 Chiesi Quicken

[12/29/20 20-46849](#) assign Chiesi 11/17/20 NEOJ appeal to settlement

[10/29/20 hearing minutes](#)

[10/29/20 hearing video](#). <https://youtu.be/z9rvZb47CMI>

[9/16/20 Motion for Attorney Fees and Costs](#)

[10/8/20 opposition](#) to Chiesi/Quicken

[10/19/20 Chiesi/Quicken reply](#)

[11/17/20 order granting motion for Chiesi/Quicken motion for attorney fees & costs](#)

[11/17/20 NEOJ order for Chiesi-Quicken fees](#)

[11/17/20 OSCC](#)

[7/6/20 JMOT Quicken Chiesi](#)

[7/6/20 RFJN Quicken Chiesi](#)

[7/6/20 RFJN pages 1-4](#)

[7/20/20 OPPM](#) Tobin opposition to Red Rock motion to dismiss and joinders

[8/3/20 RPLY](#) Chiesi Quicken

1. 10/8/20 Judge Johnson awarded Joseph Hong \$3,455 as an EDCR 7.60 (1) and/or (3) sanction against me ruling that my 8/7/19 A-19-799890-C complaint was unwarranted and

improper. Judge Johnson's sua sponte findings of fact and conclusions of law were virtually 100% erroneous. This order is appealed as [case 82094](#).

2. 12/3/20 Judge Johnson dismissed my A-19-799890-C complaint unheard on the grounds of claims preclusion and the many erroneous statements of fact, including

“On April 17, 2019, JUDGE KISHNER granted summary judgment in favor of SUNCITY ANTHEM COMMUNITY ASSOCIATION, INC. as it held a valid homeowners’ association foreclosure sale which terminated the interest of GORDON B. HANSEN TRUST within the subject property and MS. TOBIN showed no reason such as “fraud,” “oppression” or “malice” for the sale to be set aside.”

Rejected appeals

36. [9/4/19 SCA order 19-37046](#) dismissed Nona Tobin as individual
37. [9/10/19 SC order 19-37846](#) returned docketing statement unfiled
38. [4/30/20 SC order 20-16346](#) reaffirmed Nona Tobin as individual could not appeal

What I am prevented from appealing

On 4/30/20, the Supreme Court ruled in [79295](#) that Nona Tobin, an individual, had never been a party despite all evidence to the contrary. This meant I could not appeal the HOA's unwarranted motion for summary judgment made for the improper purpose of covering up criminal actions of its agents and attorneys and to retaliate against me for being a whistleblower. Nor could I appeal Nationstar's duplicitous joinder that Judge Kishner granted in complete defiance of the facts and the law. I could not appeal the fact that Judge Kishner's orders to take a \$500,000 house from me were outside her jurisdiction. I could not appeal seven bench orders issued sua sponte by Judge Kishner at an ex parte meeting with opposing counsels, that aided and abetted them in their perpetration of a fraud on the court. Nor could I appeal Judge Kishner's totally unwarranted imposition of NRCP 11 sanctions against me personally for the actions of attorneys outside of my control without giving me an opportunity to be heard. Nor could I appeal the fact that Judge Kishner never held any evidentiary hearings and never even knew that ALL the verified, corroborated documentary evidence and ALL the sworn affidavits and declarations made under penalty of perjury support my claims and none support those of my opponents. Nor could I appeal the fact that, instead of considering my evidence and ruling on my claims filed under oath into the court record since 2016, Judge Kishner just granted opposing counsels' self-serving motions and ordered any claims and evidence be stricken from the record.

1. 4/30/20 The Supreme Court ruled that I could not appeal any of Judge Kishner's orders

[4/29/19 MRCN](#) motion to reconsider and declaration

[5/23/19 RPLY](#) contains [500-pages of evidence](#) to support voiding the sale in its entirety vs. just to benefit Nationstar and damage me

[Table of contents of 5/23/19 exhibits](#) filed to support motion to reconsider granting the HA's MSJ and Nationstar's limited joinder

[5/31/19 NEO MRCN](#)

[5/31/19 SODW](#) [5/31/19 NTSO SODW](#)

[11/22/19 NEO FFCO](#) dismissed all claims of Nona Tobin an individual without adjudication and without appeal (annotated)

[12/19/19 NOA](#) notice of appeal of 11/22/19 order

[4/30/20 20-16346](#) Supreme Court dismissed my appeal as an individual



Nona Tobin <nonatobin@gmail.com>

State Bar of Nevada: Receipt of Online Complaint

1 message

State Bar of Nevada <nevadabarforms@gmail.com>

Tue, Feb 16, 2021 at 5:47 PM

Reply-To: info@d4webdesign.com

To: nonatobin@gmail.com

First, Middle and Last Name

Nona Tobin

Your Address

[2664 OLIVIA HEIGHTS AVE](#)

[HENDERSON, NV 89052](#)

[Map It](#)

Your Email

nonatobin@gmail.com

Your Primary Telephone Number

(702) 465-2199

Attorney Information

Attorney Name

Brittany Wood

Law Firm Name

Maurice Wood Attorneys at Law

Attorney Address

[9525 Hillwood Drive, Suite 140](#)

[Las Vegas, NV 89134](#)

[Map It](#)

Previous Contact with the State Bar of Nevada

Have you previously contacted the State Bar of Nevada regarding this matter?

Yes

If yes, when and how did you contact us?

Complaint vs. Joseph Y. Hong a few days ago

If known, what was the file number for the case or claim?

Unknown

Hiring the Attorney

Did you hire/retain the attorney about whom you are complaining?

No

What is your connection to the lawyer?

Wood represents Brian Chiesi, Debora Chiesi and maybe Quicken Loans, defendants in A-19-799890-C

Names and contact information for other persons who can provide additional information concerning your complaint

TOBIN. 400

Nevada Commission on Judicial Discipline reference to the complaint against Judge Kishner.

John W. Thomson NV Bar # 5802
(702) 478-8282

Litigation

Case Name

Nona Tobin vs Joel A. Stokes, et al

Case Number

A-19-799890-C

Name of court or agency

8th Judicial District dept 22 Judge Susan Johnson

Explanation of Grievance

Complaint Details

Wood made false statements to the court and concealed and misrepresented and concealed material facts in order to get my case dismissed unheard with prejudice. I accuse her of complicity with Josph Hong. The attached 58-page document provides links to my specific complaints and documentary evidence.

Explain what measures you have taken to resolve this matter directly with the attorney

See attached. Wood is responsible for appeals 82234 and 82294 as well.

Related File(s)

- [Nevada-State-Bar-Complaint-vs-Brittany-Wood.pdf](#)



**COMPLAINT OF PROFESSIONAL ETHICS VIOLATIONS
NEVADA STATE BAR ETHICS & DISCIPLINE PANEL**

RESPONDENT

Brittany Wood
Maurice Wood Attorneys at Law
9525 Hillwood Drive, Suite 140
Las Vegas NV 89134

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

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

COMPLAINANT

Nona Tobin, President
Fight Foreclosure Fraud, Inc.
2664 Olivia Heights Ave.
Henderson NV 89052
(702) 465-2199
nonatobin@gmail.com

I, Nona Tobin, am filing this complaint to the Nevada State Bar Ethics & Discipline Panel as the President of the newly-formed Fight Foreclosure Fraud, Inc. I make all statements herein based on my personal knowledge under penalty of perjury under the laws of the State of Nevada. I am filing



this complaint without representation, but I am seeking counsel to represent me, and Fight Foreclosure Fraud, Inc., on complaints to the Nevada State Bar, the Nevada Attorney General, the Nevada Mortgage Lending Division, the American Bar Association Ethics & Discipline Panel, the Nevada Real Estate Division Commission for Common-Interest Communities,

This complaint, and the multiple other new and pending complaints to the discipline panel I have and will be filing, stem from my personal horrifying litigation experience.

Over the last five years of litigation **I was forced into...**

I have been attempting regain title to a house that was wrongly foreclosed and secretly sold in 2014 by Red Rock Financial Services.

VIDEO 1:20-minute VIDEO [How did Nona Tobin lose the \\$500,000 house she inherited from Bruce Hansen?](#)

4:52-minute VIDEO [“How lenders cheat owners out of their houses”](#)

Over the last five years, no judge has looked at any evidence.

7:39-minute VIDEO [“Complaint to the Nevada Commission on Judicial Discipline vs. Judge Kishner”](#)

2:08-minute VIDEO [“Is justice blind or is it just blinded by power or pals?”](#)

1:44-minute VIDEO [“Please Judge Johnson”](#)

3:50-minute VIDEO [“What evidence supports Nona Tobin’s claims?” – Craig Leidy declaration”](#)

1:56-minute VIDEO [“All declarations under penalty of perjury support Nona Tobin”](#)
[“When all statements under oath support Nona Tobin, why does she keep losing?”](#) 3-page blogpost with links to all declarations made under penalty of perjury.

Over the last five years, every opposing counsel lied to the court.

presented false evidence, concealed and misrepresented material facts, and obstructed a fair adjudication of my claims on their merits.

2:48-minute VIDEO [“Who started it?”](#)

5:53-minute VIDEO [“Joseph Hong’s big ex parte lies”](#)

1:41-minute VIDEO [“Plaintiffs did not meet their burden of proof”](#)

6:33-minute VIDEO [“Nationstar lied about being owed \\$389,000”](#)

1:22-minute VIDEO [“Joseph Hong dupes Judge Johnson”](#)

1:33-minute VIDEO [“Judicial Jiu-Jitsu is fraud on the court”](#)



- 3:09-minute VIDEO “[Nationstar kept changing its story to cover up the lie](#)”
2:05-minute VIDEO “[Failure of Nevada civil courts to address white collar crime](#)”
17:53-minute VIDEO “[Specific evidence of fraud against Nationstar](#)”
2:46-minute VIDEO “[How Nationstar & Jimijack tricked the court into excluding all evidence](#)”
1:37-minute VIDEO “[Nevada state courts are rigged](#)”
3:58-minute VIDEO “[Remember Joseph Hong?](#)”
3:36-minute VIDEO “[Why did Quicken secure a house that was already mortgaged?](#)”
2:24-minute VIDEO “[What does it take to get disbarred in Nevada?](#)”
2:59-minute VIDEO “[Nationstar plays the IOU trick to steal from Nona Tobin](#)”
1:52-minute VIDEO “[What kind of legal entity is Jimijack Irrevocable Trust?](#)”
1:01-minute VIDEO “[What is Jimijack Irrevocable Trust?](#)”
4:52-minute VIDEO “[How lenders cheat owners out of their houses](#)”
6:18-minute VIDEO “[Nationstar and Joel Stokes stole my \\$500,000 house](#)”
0:50-minute VIDEO “[10 reasons why to sanction Joseph Hong](#)”
7:39-minute VIDEO “[Complaint to the Nevada Commission on Judicial Discipline vs. Judge Kishner](#)”

Actual damages to me personally

The consequences of this successful fraud **perpetrated primarily by attorneys:**

1. the title to a \$500,000 house was taken from me by a fraudulently conducted-unnoticed foreclosure sale,
2. Nationstar stole from me the \$389,000 outstanding Western Thrift & Loan debt of deceased borrower Gordon Hansen that I did not owe and was not owed to Nationstar,
3. Joel and Sandra Stokes kept \$100,000+ in rental profits that belong to me,
4. Red Rock attorneys Koch & Scow retained \$60,000 that they refused to distribute to me in 2014 and has now accrued plus six years of interest and costs to pursue my claim against massive obstruction
5. I have been forced to expend tens of thousands of dollars on litigation costs and thousands of hours of personal time to attempt to recover what was stolen from me.

relevant litigation

8th District Court

[A-16-730078-C](#) Dept. 31, Judge Joanna Kishner

[A-15-720032-C](#) Dept. 31, Judge Joanna Kishner

[A-19-799890-C](#) Dept. 22, Judge Susan Johnson



Nevada Courts of Appeals

[Appeal case 79295](#) 8/20/19 Hansen Trust docketing statement ([SC 19-34926](#))

9/6/19 Nona Tobin individual docketing statement ([SC order 19-37846](#))

[Appeal case 82094](#) 12/9/20 docketing statement ([SC 20-44787](#))

[Appeal case 82234](#) 1/19/21 docketing statement ([SC 21- 01613](#))

[Appeal case 82294](#) 2/2/21 docketing statement ([SC 21- 03255](#))

[Case view four Tobin appeals annotated](#) (12 pages)

Counsels of Record in relevant litigation

John Thomson is counsel to Nona Tobin, an individual, Plaintiff, in A-19-799890-C.

John Thomson is also counsel to **Nona Tobin, an individual**, in Nevada Supreme Court appeal 79295 (Pro se appeal was dismissed 9/4/19 by [SC order 19-37046](#)). Supreme Court again dismissed Nona Tobin as an individual by 4/3/20 [SC order 20-16346](#)),

Supreme Court appeal [82094](#) (vs. Hong's [EDCR 7.60 \(1\) &/or \(3\) \\$3,455 sanction](#) for filing A-19-799890-C complaint, [82234](#), vs Wood for [NRS 18.010\(2\) sanction](#) for filing A-19-799890-C complaint and [82294](#) vs. all defendants appeal from 12/3/20 order of dismissal with prejudice and expungement of lis pendens from the date of original notice

JOHN W. THOMSON, ESQ,
Nevada Bar No. 5802
LAW OFFICE OF JOHN W. THOMSON, ESQ.
2450 St. Rose Parkway Suite 120
Henderson NV 89074
Office: (702) 478-8282
Fax: (702) 541-9500
johnwthomson@ymail.com
Attorney for Plaintiff Nona Tobin, an Individual

in appeal 79295, Joe Coppedge, Mushkin & Coppedge, is the attorney for Nona Tobin, trustee of the Gordon B. Hansen Trust, dated 8/22/08



Michael R. Mushkin
Nevada Bar No. 2421
L. Joe Coppedge, Esq.
Nevada Bar No. 4954

MUSHKIN & COPPEDGE

6070 South Eastern Ave. Suite 270
Las Vegas, Nevada 89121
702-454-3333 Telephone
702-386-4979 Facsimile
jcoppedge@mccnvlaw.com

12/19/19 Gordon B. Hansen Trust, dated 8/22/08, opening brief
SC [19-51466](#)

Appellant's Appendices

VOLUME	DOCUMENT NUMBER	
I.	19-51466	AA 001- 163
II.	19-51468	AA 164 - 385
III.	19-51470	AA 386 - 625
IV.	19-51471	AA 626- 867
V.	19-51473	AA 868 – 1101
VI.	19-51474	AA 1102 - 1300
VII.	19-51475	AA 1301 - 1353
VIII.	19-51476	AA 1354 - 1576
IX.	19-51479	AA 1577 - 1698
X.	19-51480	AA 1699 - 2076
XI.	19-51481	AA 2077 - 2326
XII.	19-51482	AA 2327 - 2564
XIII.	19-51483	AA 2565 - 2778
XIV.	19-51484	AA 2779 - 2960



**COMPLAINT OF PROFESSIONAL ETHICS VIOLATIONS
NEVADA STATE BAR ETHICS & DISCIPLINE PANEL**

RESPONDENT

Brittany Wood
Maurice Wood Attorneys at Law
9525 Hillwood Drive, Suite 140
Las Vegas NV 89134

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

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

Brittany Wood's relationship to Nona Tobin

Brittany Wood is the attorney for Defendants Brian Chiesi and Debora Chiesi in 8th Judicial District Court, Dept. 22, A-19799890-C, before Judge Susan Johnson that was statistically closed on [11/17/20 OSCC](#) several weeks before the [12/3/20 NODP](#) order of dismissal with prejudice was entered on 12/3/20.

Wood is also **allegedly** the attorney for Quicken Loans Inc.

I say "allegedly" Brittany Wood is the attorney for Quicken Loans because it is possible that Quicken Loans did not hire Brittany Wood and may have no knowledge of the fraud that has occurred related to this property. I have been unable to get an explanation as to whether or not there is valid title insurance. See [2/7/20 email chain](#) where Equity Title would not produce a preliminary title report related to the Quicken Loan to the Chiesis that was recorded on 12/27/20



I request that the State Bar investigate and make the determination of whether Quicken contracted with Brittany Wood or if she just is representing the interests of Brian and Debora Chiesi.

My suspicion in this regard is due primarily to the misconduct of Joseph Hong who I believe has fabricated clients in at least two Federal cases in addition to this one. Wood's conduct is a contributing factor.

Brittany Wood is the attorney for Respondents Brian Chiesi and Debora Chiesi and Quicken Loans Inc in Nevada Supreme Court case 82234 appeal of 11/17/20 order of \$8,848.99 sanction vs Nona Tobin pursuant to NRS 18.010(2) for filing the A-19-799890-C complaint that forced Ms. Wood to file a [7/6/20 joinder](#) to the motion to dismiss and a [7/6/20 420-page Request for Judicial Notice](#) to defend her clients' claims, adverse to Tobin's, that were both recorded on 12/27/19 ([Chiesi deed](#) and [Quicken deed of trust](#)) and [82294](#) appeal of the 12/3/20 order of dismissal.

Complaint Summary

1. Brittany Wood knowingly filed non-meritorious claims and contentions in this proceeding on 7/6/20, 8/3/20, in bad faith and with a corrupt intent to suppress evidence and took punitive, harassing actions against me on 9/16/20 and 10/19/20, to prevent a fair adjudication of my quiet title action by forcing me into costly appeals.
2. Brittany Wood failed in her duty of candor to the tribunal by making false statements of fact and law on 7/6/20, 8/3/20, 9/16/20, 10/19/20, .
3. Brittany Wood failed in her duty of candor to the tribunal by offering evidence that she knew to be false on 7/6/20.
4. Brittany Wood failed in her duty of candor to the tribunal by misrepresenting or concealing criminal or fraudulent conduct related to the proceeding rather than merely allowing her clients to recover by making a title insurance claim should I prevail.
- 5.

Factual Allegations

1. [Case summary A-19-799890-C](#)



2. [8/7/19 Tobin COMP](#)
3. [6/3/20 Tobin ACOM](#)
4. [7/6/20 JMOT Quicken Chiesi](#)
5. [7/6/20 RFJN Quicken Chiesi](#)
6. [7/20/20 OPPM Tobin](#)
7. [8/3/20 RPLY Chiesi Quicken](#)
8. [82294](#) appeal of 12/3/20 NODP
9. [8/7/19 Tobin COMP](#) A-19-798990-C Complaint. I filed on 8/7/19 to beat the 8/15/19 statute of limitations because, no matter what I filed into A-15-720032-C, Judge Kishner would not hear my claims on its merits and would not look at the evidence.. I did not name Chiesi or Quicken, Brittany Wood's clients because they did not record their claims adverse to mine until 12/27/19.
10. My 8/7/19 complaint includes an abuse of process cause of action against attorneys David Ochoa, Melanie Morgan and Joseph Hong for fraud on the court and obstruction of the administration of justice in A-15-720032-C which Brittany Wood would have known if she read the record of the case.
 1. [8/8/19 LISP](#) (instrument 20190808-0002097)
 - 2.
 3. 8/13/19 NOLP I filed a 39-page notice of lis pendens into case A-19-799890-C
 4. 8/14/19 LISP I recorded lis pendens
 5. 8/14/19 PISP
 6. [6/3/20 Tobin ACOM](#) My first amended complaint, filed by my attorney, added Wood's clients, the current titleholder (Brian and Debora Chiesi) and the current lienholder (Quicken) and removed the abuse of process claim against the attorneys. Upon the advice of counsel, I bifurcated the quiet title claims from the attorney misconduct claims.
- 7.

Wood's 7/6/20 Request for Judicial Notice is Duplicitous

There are 16 exhibits in her RFJN. Nine exhibits are 9 of the 10 deeds recorded in the of documents from the court record of A-15-720032-C that none of These three referenced pleadings are in Woods request for judicial notice.

Examples of Brittany Wood's failed duty of candor

Brittany Wood made numerous false and misleading statements of fact and law in the Chiesi/Quicken JMOT joinder to dismiss all claims vs all parties per claims preclusion:



Page 2, lines 9-10 misrepresents that I was filing also on behalf of myself as an individual beneficiary as well as the trustee of the Trust. Chiesi and Quicken were not parties in the referenced litigation, and Brittany Wood's duplicitously reiterating Nationstar's and Hong's false claim is telling as to her corrupt motives. There is no proper purpose Brian and Debora Chiesi and Quicken Loans siding with parties I am accusing of fraud (Joel Stokes, Joseph Hong, Nationstar, and Red Rock) rather than recovering from criminals if Chiesi and Quicken were also defrauded.

Wood's misrepresenting the evidence and the facts and parroting the falsehoods spewed by Joseph Hong and other attorneys about the prior proceedings leads me to suspect that Wood is complicit in the fraud.

) || 89052 ("Property") for years. Specifically, on January 31, 2017, and February 1, 2017, Tobin, in
) || her capacity as Trustee of the Gordon B. Hansen Trust, filed three pleadings in the matter of Joel

1/31/17 CRCM vs. Sun City Anthem is Wood's Exhibit 10

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

Wood misrepresented this pleading as being filed by the Gordon B. Hansen Trust but it was filed by me in both of my capacities as can be seen in the caption and in the description of the parties.

2/1/17 AACC vs. Jimijack Exhibit 11

2/1/17 CRCM vs. Opportunity Homes LLC Exhibit 12

Brittany Wood inexplicably included in Exhibit 12 the irrelevant claim against Opportunity Homes that was dismissed by 8/11/17 court order, but left out the significant fourth claim I filed in 2017 against another one of Joseph Hong's clients who executed Jimijack's fraudulent deed and who prevailed at trial against me without ever Hong ever entering any evidence into the record to refute my claims against Yuen k. Lee and without any of those claims being addressed at trial.

2/1/17 CRCM vs. Yuen K. Lee dba F. Bondurant LLC

Brittany Wood misstates the court record from the prior proceedings that none of her clients were party to in a manner that parrots the false narrative of Joseph Hong, i.e., that Judge Kishner's 4/18/19 order that solely addressed the quiet title claim of the Gordon B. Hansen trust meant that all other claims against other defendants had to be dismissed on the grounds of claims preclusion.



Never mind that none of them were addressed at trial. Never mind that new claims had to be filed against Wood's clients because they were recorded

If she is alleging that she learned this information based her careful study of the court record, then she needs to explain why she didn't examine my A-19-799890-C complaint, filed on 8/7/19 or the notice of lis pendens filed on 8/13/19.

[8/7/19 Tobin COMP](#) A-19-798990-C Complaint, filed on 8/7/19 to beat the 8/15/19 statute of limitations, did not name Chiesi or Quicken, Brittany Wood's clients because they did not record their claims adverse to mine until 12/27/19

8/7/19 complaint includes an abuse of process cause of action against attorneys David Ochoa, Melanie Morgan and Joseph Hong for fraud on the court and obstruction of the administration of justice in A-15-720032-C.

[6/3/20 Tobin ACOM](#) My first amended complaint, filed by my attorney, added Wood's clients, the current titleholder (Brian and Debora Chiesi) and the current lienholder (Quicken) and removed the abuse of process claim against the attorneys. Upon the advice of counsel, I bifurcated the quiet title claims from the attorney misconduct claims.

Brittany Wood filed these unwarranted, meritless motions, joinders, and requests into [A-19-799890-C](#) to unfairly get my claims dismissed with prejudice for no good purpose as to her clients had a simple remedy of making a title insurance claim.

[7/6/20 JMOT Quicken Chiesi](#)

[7/6/20 RFJN Quicken Chiesi](#)

[7/6/20 RFJN pages 1-4](#) is the exhibit list of documents in the Chiesi/Quicken request for judicial notice

[8/3/20 RPLY Chiesi Quicken](#)

Chiesi/Quicken prevailed by [12/3/20 NODP notice of dismissal with prejudice](#)

Wood misrepresented the court record in the prior proceedings

Brittany Wood made numerous false and misleading statements of fact and law in the Chiesi/Quicken JMOT joinder to dismiss all claims vs all parties per claims preclusion:

Page 2, lines 9-10 misrepresents that I was filing also on behalf of myself as an individual beneficiary as well as the trustee of the Trust. Chiesi and Quicken were not parties in the referenced litigation, and Brittany Wood's reiterating Nationstar's and Hobg's false claim is telling as there is no proper purpose in siding with the parties who want to suppress my evidence unless she is complicit in the fraud.



) || 89052 (“Property”) for years. Specifically, on January 31, 2017, and February 1, 2017, Tobin, in
) || her capacity as Trustee of the Gordon B. Hansen Trust, filed three pleadings in the matter of Joel

These three referenced pleadings are in Woods request for judicial notice.

1/31/17 CRCM vs. Sun City Anthem Exhibit 10

2/1/17 AACC vs. Jimijack Exhibit 11

2/1/17 CRCM vs. Opportunity Homes LLC Exhibit 12

Brittany Wood inexplicably included in Exhibit 12 the irrelevant claim against Opportunity Homes that was dismissed by 8/11/17 court order, but left out the significant fourth claim I filed in 2017 against another one of Joseph Hong’s clients who executed Jimijack’s fraudulent deed and who prevailed at trial against me without ever Hong ever entering any evidence into the record to refute my claims against Yuen k. Lee and without any of those claims being addressed at trial.

2/1/17 CRCM vs. Yuen K. Lee dba F. Bondurant LLC

Brittany Wood misstates the court record from the prior proceedings that none of her clients were party to in a manner that parrots the false narrative of Joseph Hong, i.e., that Judge Kishner’s 4/18/19 order that solely addressed the quiet title claim of the Gordon B. Hansen trust meant that all other claims against other defendants had to be dismissed on the grounds of claims preclusion. Never mind that none of them were addressed at trial. Never mind that new claims had to be filed against Wood’s clients because they were recorded

If she is alleging that she learned this information based her careful study of the court record, then she needs to explain why she didn’t examine my A-19-799890-C complaint, filed on 8/7/19 or the notice of lis pendens filed on 8/13/19.

Property Record and Court Record are a Mess

Clark County Recorder’s Official [2003-2020 Property Record for APN: 191-13-811-052](#)

1. Between 2003-2020, there were [62 recorded claims](#) against the title of the subject property, 2763 White Sage, APN 191-13-811-052.
2. At least 34 of the 62 recorded documents assert claims against title that introduced false claims and misrepresentations of material facts into the property record, as well as into the court record, by opposing parties, or independently by opposing counsels, whose claims are adverse to mine.



3. These adverse claims are relevant to the quiet title dispute of APN: 191-13-811-052 that has been the subject of three district court cases A-15-720032-C and A-16-730083-C before Judge Joanna Kishner, Eighth District Court, Dept. 31 and A-19-799890-C before Judge Susan Johnson, Eighth District Court, Dept.22. This litigation began on 6/16/15 and continues to this day in 2021. [Case summaries annotated](#). [5/4/19 annotated case summary](#) shows how the court record has been corrupted.
4. During over 5 ½-years of litigation, none of these recorded documents have been subjected to judicial scrutiny by either Judge Kishner or Judge Johnson.,
5. Recorded instruments – particularly deeds, deeds of trusts, powers of attorney, assignments of deeds of trusts, lis pendens, release and/or expungement of lis pendens – are among the most central pieces of documentary evidence that should be examined by a judge to make an NRS 40.010 quiet title determination.
6. There are four appeals pending before the Nevada Court of Appeals 79295, 82094, 82234, and 82294.
7. Virtually all claims executed, notarized and/or recorded by any agent, attorney or employee of Bank of America, Nationstar Mortgage LLC, Nationstar Mortgage LLC dba Mr. Cooper, Quicken Loans, Joel A Stokes as an individual, Joel & Sandra Stokes as trustees of Jimijack Irrevocable Trust, Sun City Anthem, or FirstService residential, Nevada (FSR) fka RMI Management LLC d/b/a Red Rock Financial Services, a subsidiary and/or an LLC, and/or a partnership (EIN 88-0358132), involve fraudulent claims against the APN: 191-13-811-052 title,

Brittany Wood has failed in her duty of candor to the court

Wood employs the same type of duplicity that opposing counsels in the prior proceedings employed to disrupt the administration of justice, cloud the title and avoid detection that their recorded claims are fraudulent.

The premise of my complaint is that Brittany Wood, and possibly her clients, know of the fraud perpetrated by Red Rock and its attorneys Koch & Scow and Lipson Neilson, Nationstar and its attorneys Akerman LLP and Wright Finley Zak LLP, Joseph Hong and Hong's clients.

I believe the evidence will show that Brittany Wood conspired with opposing counsels and others to get my claims dismissed with prejudice solely to prevent judicial detection of their criminal actions by scrutiny of my verified evidence.



If Wood were ignorant or innocent, and the Chiesis were bona fide purchasers for value under the NTS 111.180 definition, and if Driggs Title Insurance Company were on the hook to cover Quicken’s potential losses if I prevailed against Red Rock and Hong’s clients, then Brittany Wood, or any other attorney acting in good faith, would have just filed a claim for Driggs to pay the title insurance and everyone would have been made whole.

But Wood did not even research filing a title insurance claim.

Instead, she filed a totally unwarranted and baseless joinder to get ALL my claims dismissed unheard WITH PREJUDICE AGAINST ALL DEFENDANTS and by filing a blatantly duplicitous request for judicial notice that converted the NRCP 12(b)(5) motion into a motion for summary judgment pursuant to NRCP (d) without me being given any opportunity to dispute the facts she alleged by implication.

Wood added topped it off by filing a [9/16/20 MAFC](#) per NRS 18.010(2) motion for attorney fees that was granted by order entered on 11/17/20 which forced me to appeal in case 82234. See [1/19/21 docketing statement](#) (21-01613).

Wood’s Request for Judicial Notice was Deliberately Deceptive

See [4-page list of RFJN exhibits](#) Wood requested the court notice. Note that Quicken’s deed of trust is instrument 201912270001346, and it is included in the RFJN as exhibit 17, but it is not accurately identified in the exhibits list.

1	17. Grant, Bargain, Sale Deed recorded in the Official Records of Clark County,
2	Nevada on December 27, 2019, as Instrument Number 201912270001346. A true and correct
3	copy is attached hereto as Exhibit 17.
4	DATED this 6 th day of July, 2020.
5	MAURICE WOOD
6	
7	By <u>/s/Brittany Wood</u>
8	AARON R. MAURICE, ESQ.
9	Nevada Bar No. 006412
10	BRITTANY WOOD, ESQ.
11	Nevada Bar No. 007562
12	ELIZABETH E. ARONSON, ESQ.
13	Nevada Bar No. 14472
	9525 Hillwood Drive, Suite 140
	Las Vegas, Nevada 89134
	Attorneys for Defendants,
	BRIAN CHIESI AND DEBORA CHIESI,
	erroneously sued as Brian Chiesti and Debora
	Chiesti, and QUICKEN LOANS INC.



Attorneys for Respondents Defendants Brian Chiesi and Debora Chiesi and Quicken Loans Inc. in Nevada Supreme Court case 82294 appeal of [12/3/20 order](#) of dismissal with prejudice of all Tobin’s claims against all defendants per NRCPC 12((b)(5) nonmutual claims preclusion and order to expunge three recorded lis pendens:

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

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

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

14 **IT IS SO ORDERED.**

15 Dated: December 3 , 2020

Dated this 3rd day of December, 2020

HONORABLE SUSAN JOHNSON
DISTRICT COURT JUDGE

“Said cancellation has the same effect as an expungement of the original notice.”
Page 8, lines 8-9, 12/3/20 NODP

An order expunging three of Nona Tobin’s lis pendens recorded before Chiesi and Quicken recorded their claims “as an expungement of the original notice” corrupts the official property record and makes it appear as if Chiesi and Quicken recorded their claims when no lis pendens was on record. It also creates confusion by giving Chiesi and Quicken a way to fraudulently



claim that they were innocent parties, bona fide purchasers for value, not aware of the dispute, and therefore their title claims would have undeserved protection.

It is possible that Brittany Wood's obviously deliberate omission of any reference to these three lis pendens in her request for judicial notice that Judge Johnson believed that Quicken Loans didn't know any better than to get in the middle of a court fight where there are lis pendens on record.

My complaint against Brittany Wood is that I believe she knew exactly what she was doing when she filed this misleading document. I believe her very experienced lender client Quicken Loans and real estate speculator clients are equally in-the-know about how to cloud a title.

It strains credulity to believe that these egregious distortions of the facts were innocent errors.

3:36-minute VIDEO "[Why did Quicken secure a house that was already mortgaged?](#)"

Wood put no Lis Pendens in her RFJN

Note that none of Wood's clients were parties in the prior proceedings before Judge Kishner and none of them are parties in the appeal 79295.

Also note that all three lis pendens were recorded by Nona Tobin in August 2019 before any of Wood's clients adverse claims were recorded in December 2019. All three lis pendens reference appeal 79295 that is ongoing.

1. Lis pendens recorded as instrument [201908080002097](#) on 8/8/19 by Nona Tobin as to A-19-799890-C complaint and two appeals into Supreme Court case 79295 with 7/23/19 NOAS (by Nona Tobin as trustee of Gordon B. Hansen Trust) and 7/24/19 NOAS, Nona Tobin, an individual
2. Lis pendens recorded as instrument [2019081400030083](#) (7 pages) on 8/14/19 by Nona Tobin as to A-19-799890-C complaint and two appeals into Supreme Court case 79295 with 7/23/19 NOAS (by Nona Tobin as trustee of Gordon B. Hansen Trust) and [7/24/19 NOAS](#), filed by Nona Tobin, an individual, recorded as exhibit 1 of lis pendens
3. Lis pendens recorded as instrument [2019081400030084](#) (39 pages) on 8/14/19 by Nona Tobin that also recorded the [8/13/19 NOLP](#) filed into A-19-799890-C including the full 31-page complaint filed on 8/7/19 (originally erroneously categorized "D" by the court as



if a divorce case). This lis pendens also referenced the two appeals filed into Supreme Court case 79295 with 7/23/19 NOAS (by Nona Tobin as trustee of Gordon B. Hansen Trust) and 7/24/19 NOAS, Nona Tobin, an individual, but without recording attachments

Brittany Wood was deliberately deceptive about more material facts than the existence of the Lis pendens on the record

The Request for Judicial Notice and both Wood's and Hong's motions for attorney's fees were duplicitous and provide evidence that there are no parties in these cases other than me that have clean hands.

It strains credulity to believe that people with vast experience in real estate transactions could fail to notice six Lis Pendens have been filed on this property, and three were still on record when Brittany studied the property record for \$8,948.99 of billable hours.

Clark County Recorder's Official [2003-2020 Property Record for APN: 191-13-811-052](#)

1. Chiesi JMOT states that Chiesi was in privity with Jimijack and so they know that Joel Stokes, non-party in the prior proceedings, got the deed before the trial to settle the quiet title dispute between the GBH Trust & Jimijack.
2. They would also know that the prior court had never adjudicated my claim that jimijack didn't have a valid deed (and was therefore inadmissible per NRS 111.345 as evidence of ownership) as their RFJN Exhibits 10 & 11 were my 11/15/16 MINV and 1/31/17 into the RFJN
3. Even though they didn't include it in the RFJN, they know that the Jimijack-Nationstar deal was actually an agreement to "loan" Joel Stokes \$353,500, a fact that was concealed from the prior court and which negatively affected the outcome against me, and that was not off the property record as encumbering the property until 2/6/20, more than a month after the Quicken loan encumbered it again.
4. Chiesi/Quicken joinder was unnecessary if they had title insurance from which they could fully recover.



14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

B. The Chiesi Defendants are in privity with Jimijack

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



WOOD MISREPRESENTED APPLICABILITY OF CLAIMS PRECLUSION

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

1 she chose to transfer the property is [indecipherable]. There are no statutory
2 warranties that accompany a quit claim deed, it's simply a matter of any interest that
3 the trust had would be transferred to Tobin as an individual and the Court already
4 determined that the trust had no interest in the property. So, she's bound by that
5 both by claim preclusion, issue preclusion and the type of deed itself it transfers --
6 that purports to transfer the property because there was nothing to transfer, Your

WOOD MISREPRESENTED THE COURT RECORD

NSM and Jimijack prevailed without adjudication

[Nationstar claims and dispositions](#) (260 pages of filed documents - 1/11/16 COMP, 6/2/16 AACC, 3/25/19 RCCM, 2/20/19 NTSO, 3/12/19 ANEO, and 5/31/19 SODW)

[Nationstar prevailed without proof](#) (29 pages links/screenshots)

[Nationstar's evidence was never examined](#) (7 pages linked analysis of 3/12/19 4th supplemental list of disclosures)



Brittany Wood would also have seen, if she had looked, that nobody's claims were adjudicated fairly in the prior proceedings, i.e., Nationstar never put on a case, never went to trial and prevailed despite dismissing all its claims without adjudication.

[Jimijack claims dispositions](#) (21 pages filed documents)

[Tobin claims dispositions TOC](#) (9 pages links/screenshots)

[Tobin vs. Jimijack](#) (59 pages filed documents 2/1/17 AACC, 3/13/17 RCCM, 6/24/19 NEFF)

[Tobin vs. Lee](#) (45 pages filed documents 2/1/17 CRCM, 3/13/17 XCAN, 6/24/19 NEFF)

WOOD CONCEALED JOEL STOKES' \$355,000 DEED OF TRUST THAT ENCUMBERED THE PROPERTY UNTIL 2/6/20, SIX WEEKS AFTER QUICKEN'S LOAN TO CHIESI WAS RECORDED

2/6/20 Substitution of trustee

2/6/20 Reconveyance of Joel A. Stokes deed of trust

202002060000199	2/6/20 8:00	RECONVEYANCE
202002060000198	2/6/20 8:00	SUBSTITUTION

12/27/19 QUICKEN \$353,500 loan to Chiesi

201912270001346	12/27/19 13:16	DEED OF TRUST
-----------------	----------------	-------------------------------

201905230003531	5/23/19 15:10	DEED OF TRUST
-----------------	---------------	-------------------------------

5/23/19 [Joel A. Stokes- Civic Financial Services \\$355,000 one year loan](#) encumbered the property until 2/6/20

Wood concealed the 8/8/19, 8/14/19 and 8/14/19 Lis Pendens that I recorded prior to her clients' recording claims adverse to mine on 12/27/19.

201908140003084	8/14/19 15:16	LIS PENDENS
201908140003083	8/14/19 15:16	LIS PENDENS
201908080002097	8/8/19 16:00	LIS PENDENS

201912270001346	12/27/19 13:16	DEED OF TRUST
201912270001345	12/27/19 13:16	DEED



12/4/20 Wood recorded the 12/3/20 order to expunge the three **concealed** lis pendens as if they had never been recorded.

202012040001097	12/4/20 11:24	ORDER
-----------------	---------------	-----------------------

Inst #: 20201204-0001097
Fees: \$42.00
12/04/2020 11:24:35 AM
Receipt #: 4315215
Requestor:
Maurice Wood PLLC
Recorded By: GYOUNG Pgs: 26
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 191-13-811-052

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Order Granting Defendant Red Rock Financial Services'
Motion to Dismiss Complaint and All Joinders to the Motion
and Expunging Lis Pendens

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Maurice Wood

RETURN TO: Name Maurice Wood

Address 9525 Hillwood Drive Ste. 140

City/State/Zip Las Vegas, NV 89134

Wood misrepresented the property record
Clark County official property record for APN: 191-13-811-052



Wood concealed all property records related to the dispute between me and Nationstar She deliberately excluded from the 7/6/20 RFJN ALL of the assignments related to the Hansen deed of trust that are germane to my case against Nationstar.

[4/22/04 Hansen deed of trust](#) assignments are all disputed and none were included in Wood's request for judicial notice

[4/12/12 ASSIGN](#) MERS to BANA by BANA

[9/9/14 ASSIGN](#) BANA to Wells Fargo by BANA

[12/1/14 ASSIGN](#) BANA to Nationstar by Nationstar

[3/8/19 RESCIND](#) 12/1/14 BANA to Nationstar by Nationstar

[3/8/19 ASSIGN](#) Wells Fargo to Nationstar by Nationstar

[6/3/19 RECONVEY](#) Hansen DOT to Joel Stokes – not to the borrower's estate - by Nationstar

Wood misrepresented Nationstar's 6/3/19 fraudulent reconveyance of the disputed Hansen deed of trust

201906030001599	6/3/19 11:17	SUBSTITUTION/ RECONVEYANCE
-----------------	--------------	--

[6/3/19 RECONVEY](#) (annotated) Hansen DOT to Joel Stokes – not to the borrower's estate - by Nationstar

Wood misrepresented Jimijack's fraudulent deed to benefit her prevent adjudication that her clients' deed is the fruit of the poison tree.

[6/9/15 QUIT CLAIM DEED](#)

6/9/15 Jimijack defective quit claim deed was in Wood's Exhibit 7

Unknown entity to Jimijack – no notary record

See 1/17/17 Tobin DECL [declaration re Jimijack's defective deed](#)

21 7. Quitclaim Deed recorded in the Official Records of Clark County, Nevada on June
22 9, 2015, as Instrument Number 201506090001545. A true and correct copy is attached hereto as
23 Exhibit 7.



There is no entry in CluAynne's journal on 6/8/19 that this she witnessed this deed's execution. CluAynne's employer, Peter Mirtenson, Mortenson & Rafie, blocked inspection of her journal, refused to give a certified copy of the 6/8/15 page(s) to show its absence, and ordered me not to contact CluAynne at home (the address on her notary license) as she was acting in the course and scope of her employment

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

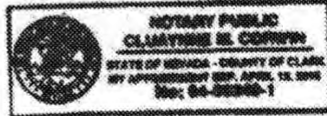
Signed, sealed and delivered in presence of:

Yuen Lee executed without being in the presence of the notary
Grantor Yuen Lee Manager

State of Nevada }
County of Clark } ss Thomas Lucas did not stand before her

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

WITNESS my hand and official seal.



Signature: CluAynne M. Corwin No 04-08240-1 April 12, 2016

Wood misrepresented the validity of the Joel Stokes' quit claim deed knowing that Jimijack had no interest to transfer

5/1/19 Quit Claim DEED

Jimijack to Joel Stokes

Jimijack to Joel Stokes deed was recorded **five weeks before the QUIET TITLE trial** GORDON B. HANSEN TRUST, DATED 8/22/08 vs. JIMIACK IRREVOCABLE TRUST and YUEN K. LEE dba F. BONURANT LLC.

Judge Kishner never admitted Jimijack's deed into evidence.



inadmissible under

Wood's Exhibit 15, but is mislabeled as Exhibit 13.

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

Jimijack had no interest in the property to convey to Joel Stokes on 5/1/19 as Jimijack's only recorded deed was inadmissible per NRS 111.345 See Tobin 9/23/16 AFFD and Tobin 2/1/17 AACC vs Jimijack. Jimijack did not refute Tobin's claim that it had an inadmissible deed per NRS 111.345.

Jimijack never entered any evidence into the record to support its claims, not a deed, or a purchase agreement or even a trust document to show that Jimijack was a legal entity

APN: 191-13-811-052 that could hold title to property or that
Recording requested by and mail showed what powers the trustees had to
document and tax statements to: transfer the property out of an Irrevocable
Trust.

Name: Joel A. Stokes

Address: 2763 White Sage Dr.

City/State/Zip: Henderson, NV 89052

Joel Stokes, an individual, was the real party in interest before the 6/5/19 trial by virtue of this deed, IF this deed was valid.

Inst #: 20190501-0003348

Fees: \$40.00

RPTT: \$0.00 Ex #: 007

05/01/2019 04:12:04 PM

Receipt #: 3699653

Requestor:

JOEL STOKES

Recorded By: VELAZN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 1st day of May, 2019, by Joel A. Stokes

and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantor(s)"),

whose address is 2763 White Sage Dr., Henderson, Nevada 89052, to Joel A. Stokes. (hereinafter

"Grantee(s)") whose address is 2763 White Sage Dr., Henderson, Nevada 89052

Joel and Sandra Stokes have never resided at the property. Why conceal their real address - 5 Summit Walk Trail, Henderson NV 89052?



3/28/17 Quit Claim DEED

Gordon B. Hansen Trust to Nona Tobin

Gordon B. Hansen Trust to Nona Tobin, “a single person” is in Wood’s Exhibit 13, and is correctly labeled as Exhibit 13.

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

Assessor's Parcel Number:
191-13-811-052

Prepared By:
NONA TOBIN
2664 Olivia Heights Ave
Henderson, Nevada 89052

After Recording Return To:
NONA TOBIN
2664 Olivia Heights Ave.
Henderson, Nevada 89052

41

Inst #: 20170328-0001452
Fees: \$19.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #007
03/28/2017 11:51:02 AM
Receipt #: 3042834
Requestor:
NONA TOBIN
Recorded By: MAYS M Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

or any part thereof.

Close of the trust and assign interest to the sole beneficiary.

Mail Tax Statements To:
NONA TOBIN
2664 Olivia Heights Ave
Henderson, Nevada 89052

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

(SIGNATURE PAGE FOLLOWS)

On March 27, 2017 THE GRANTOR(S),

- Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011, Nona Tobin, Trustee,

for and in consideration of: \$0.00 and/or other good and valuable consideration conveys, releases and quitclaims to the GRANTEE(S):

- Nona Tobin, an Individual, a single person, residing at 2664 Olivia Heights Ave, Henderson, Nevada County, Nevada 89052

the following described real estate, situated in HENDERSON, in the County of Clark, State of Nevada:

Legal Description: was obtained from the Clark County Recorder's Office.

SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances,

Wood did not correctly represent what she well knew, i.e., that my recorded deed, as an individual, found in her Exhibit 13, gave me standing to file an NRS 40.010 claim since her clients’ 12/27/19 recorded claims were adverse to mine.



Why then falsely claim at the 8/11/20 hearing that I had recorded a wild deed? (7/6/20 JMOT, page 6) 8/11/20 hearing RTRAN, 8/11/20 VIDEO

My authority to close the Gordon B. Hansen Trust and execute a deed to transfer its sole asset to the sole remaining beneficiary has been **uncontradicted** in the Clark County official property record since 2017 and was included in Nationstar's disclosures since 2019 (NSM 208-211)

Why would attorney Wood push the preposterous argument that Nona was in privity with herself as trustee of a trust that was closed in 2017 while ignoring Jimijack's obviously defective deed?

Is it because they knew that the Chiesi deed is the fruit of the poison Jimijack deed tree?

Why else would they condone the **covert** transfer of Jimijack's defective deed to non-party Joel A. Stokes before the trial?

Jimijack's deed is void so Wood's clients' deed is also void

That might be a motivating factor, a corrupt one.

[12/27/19 Grant, Sale, Bargain DEED](#)

Joel A. Stokes to Brian and Debora Chiesi

Wood ignored all the lis pendens

She did not include any of the lis pendens in the RFJN that show both that her clients recorded claims adverse to mine while lis pendens were on record, but also the Joel and Sandra Stokes released a lis pendens that wasn't theirs.

[Lis Pendens exhibit](#) (76 pages)



[8/11/20 Hearing Transcript](#)

Page 6, lines 1-6

(MS. WOOD:) “There are no statutory warranties that accompany a quit claim deed, it’s simply a matter of any interest that the trust had would be transferred to Tobin as an individual and **the Court already determined that the trust had no interest in the property.** So, she’s bound by that both by claim preclusion, issue preclusion and the type of deed itself it transfers --that purports to transfer the property because there was nothing to transfer.”

The court had not determined the trust had no interest in the property until the 6/24/19 order. That was the purpose of the 6/5/19 trial Jimijack did not have a deed to defend and non-party Joel A. Stokes just had Jimijack’s interest, if any, at the time of the trial.

Wood’s misrepresentation of the quit claim deeds in the record is indicative of complicity in the fraudulent conveyances of the title

1. In the middle of a quiet title action, I transferred the interest of the Hansen Trust, IF ANY, to the sole beneficiary and closed the trust. The proper vehicle was a quit claim deed.

201703280001452	3/28/17 11:51	DEED
-----------------	---------------	----------------------

2. On 4/27/17, the court reaffirmed that I could pursue a quiet title claim as an individual as well as the trustee of the trust that owned the property t the time of the disputed sale.
3. My motion to substitute myself as an individual for the closed Hansen Trust as the real party in interest was obstructed by totally unwarranted, harassing oppositions from Joseph Hong [5/24/19 OPPM](#) and Sun City Anthem ([5/24/19 HOA OPPM](#))
4. Jimijack’s 6/9/15 inadmissible deed was a quit claim deed, but Wood didn’t notice it.
5. Hong’s other client F. Bondurant’s deed, recorded on 6/9/15, eight minutes before Jimijack’s defective deed, was also a quit claim deed,

201506090001545	6/9/15 13:06	DEED
-----------------	--------------	----------------------

201506090001537	6/9/15 12:58	DEED
-----------------	--------------	----------------------

6. Joel & Sandra Stokes chosen vehicle to dump Jimijack’s defective deed on 5/1/19, five weeks before the trial was also a quit claim deed, but Wood didn’t notice it.



201905010003348 5/1/19 16:12 [DEED](#)

Wood knows the wrong parties were at the 6/5/19 trial

Joseph Hong concealed this material fact from the court, i.e., that the two individuals with a recorded deed to protect on the day of the trial – Joel A. Stokes, an individual, as of 5/1/19 and Nona Tobin, an individual, as of 3/28/17 were not allowed at the 6/5/19 trial.

Brittany Wood implied that she knew enough about the 6/5/19 trial that she made the following gratuitous statement at the 8/11/19 hearing.

Page 11

The second thing that I would point out -- and we brought this up in our reply [indecipherable] Your Honor is think about what they're asking this Court to do in this case. I don't know how many quiet title cases you have involving NRS Chapter 116 foreclosures but I know that the District Court was inundated with them. And what they're asking this Court to do is to allow the parties to participate in that litigation whether it went to summary judgment or trial **to just quit claim your interest to some other entity or if they had an entity to themselves [indecipherable] consideration and then to re-try the entire case.**

This completely misrepresents what I did and conceals what Joel Stokes/Joseph Hong did.

I did not lose at trial or by a motion for summary judgment. The summary judgment was not against Nona Tobin as an individual and Nona Tobin was not allowed t trial to protect her 3/28/17 deed.

This horrifying strategy of quit claiming Jimijack's interest, if any, to himself is precisely what Joel Stokes did on 5/1/19 for the corrupt purpose of obstructing a fair adjudication of the Hansen Trust's claims against Jimijack at the 6/5/19 trial. Joseph Hong had already gotten Nona Tobin and her 3/28/17 deed kicked out of the trial by his fraudulent ex parte communications on 4/23/19 and Joseph Hong got ALL the Hansen Trust's and Nona Tobin's documentary evidence excluded from trial.

Wood argues that my actions violate public policy and create claims preclusion when she knows that's false

“Can you imagine what that would

Page 12



do to the courts if that were allowed? That is what claim preclusion and issue preclusion don't allow. There's a public policy reason for that, Your Honor."

All Wood's deceptive statements damage me by obstructing any adjudication on the merits.

Page 11 8/11/20 RTRAN

"Ms. Tobin participated in the prior action as the trustee of the trust and as a beneficiary of the trust she is bound by that judgment."

Wood knows that my claims were not fairly adjudicated and that the elements of claims preclusion were not met in the case of her clients who were not originally named in the complaint.



Electronically Filed
8/7/2019 7:17 PM
Steven D. Grierson
CLERK OF THE COURT

1 NONA TOBIN, AN INDIVIDUAL
2 2664 Olivia Heights Avenue
3 Henderson NV 89052
4 (702) 465-2199
5 nonatobin@gmail.com
6 *In Proper Person*

CASE NO: A-19-799890-D
Department 22

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

9 NONA TOBIN, an Individual,

10 Plaintiff

11 vs.

12 JOEL A. STOKES, an Individual; JOEL A.
13 STOKES and SANDRA STOKES as Trustees of
14 JIMJACK IRREVOCABLE TRUST;
15 NATIONSTAR MORTGAGE, LLC; JOSEPH
16 HONG; MELANIE MORGAN, DAVID
17 OCHOA; STEVEN SCOW; FORREST
18 BARBEE; RED ROCK FINANCIAL
19 SERVICES; CLUYANNE M. CORWIN;
20 BANK OF AMERICA; YOU DA CRAIN, I;
TERESA D.WILLIAMS, CA NOTARY Exp.
1919662; TERESA D. WILLIAMS; YUEN K.
LEE, F. BONDURANT, LLC; THOMAS
LUCAS, OPPORTUNITY HOMES, LLC;
CIVIC FINANCIAL SERVICES LLC;
MORGAN STANLEY MORTGAGE CAPITAL
HOLDINGS LLC; DOES 1-10, ROE
CORPORATIONS 1-10

Defendants

**COMPLAINT FOR QUIET TITLE,
AND EQUITABLE, DECLARATORY
AND INJUNCTIVE RELIEF**

**ARBITRATION EXEMPT: CLAIMS
INVOLVE TITLE TO REAL
PROPERTY AND EQUITABLE
RELIEF**

Wood's clients recorded their adverse claims on 12/27/19 ignoring three lis pendens.

Look at the introduction,, pages 2-3 in my 8/7/19 original complaint. What proper purpose is served by obstructing adjudication of my quiet title complaint on its merits?



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

I. INTRODUCTION

1. This action is for quiet title and equitable relief from a defective HOA foreclosure sale conducted without notice on August 15, 2014, by Sun City Anthem Community Association, Inc. (hereinafter “SCA” or “HOA”) former managing and debt collection agents dba Red Rock Financial Services, (Herein “RRFS” or “HOA Agents”).

2. Plaintiff comes before this Court to timely re-assert her NRS 40.010 quiet title claim

NRS 40.010 Actions may be brought against adverse claimants. An action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim

3. Despite NRS 30.130, Plaintiff was unfairly removed as a party from consolidated cases A-15-720032-C and A-16-730078 (Herein “A720032”) by ex-parte bench orders shortly before the June 5-6, 2019 trial.

NRS 30.130 Parties. When declaratory relief is sought, all persons shall be made parties who have or claim any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not parties to the proceeding.

4. Tobin had been a Defendant-in-Intervention in A720032 since the order granting her November 15, 2016 Pro Se motion to intervene was entered on January 12, 2017.

5. Tobin’s individual claims filed into those cases between 2016 – 2019, whether filed as a Pro Se, or filed by retained counsel, all remain unadjudicated.



1 6. Plaintiff is severely aggrieved by orders of that Court, dated April 18, 2019 and June 24,
2 2019, that extinguished her property rights as successor trustee of the deceased owner's estate,
3 without the benefit of a trial.

4 7. The title claims of the Gordon B. Hansen Trust, (Herein "the GBH Trust"), property owner
5 at the time of the disputed sale, were extinguished after the Court excluded all of Tobin's evidence
6 from trial and did not require the prevailing parties to produce any admissible evidence to support
7 their claims or to submit those claim to mediation.

8
9 8. The Court retained jurisdiction despite NRS 38.310 (2) when none of the prevailing parties
10 were compliant.

11 9. Herein Plaintiff petitions the Court to declare that the disputed HOA sale did not
12 extinguish the GBH Trust's nor its successor trustee's rights to title; that Plaintiff is entitled to
13 the \$57,282 undistributed proceeds of the sale; that Plaintiff's 3/28/17 deed as an individual is
14 valid and superior to the Jimijack's defective, inadmissible 6/9/15 deed and the 5/1/19 deed of
15 Jimijack's successor Joel Stokes; that Plaintiff is entitled to recoup damages, five years of rental
16 income from Jimijack; that Nationstar Mortgage LLC's (Herein "NSM" or "Nationstar") claims
17 to own the beneficial interest of the disputed Western Thrift Deed of Trust (Herein "DOT") are
18 false; that all instruments, encumbrances and assignments improperly and/or unlawfully
19 notarized, executed or recorded to create false claims, or were done for the improper purpose of
20 abrogating Tobin's rights during the pendency of case A720032, and/or prior to the adjudication
21 of Plaintiff's claims in this instant action, are cancelled and declared without legal force and
22 effect; and that attorneys in the A720032 case pay Tobin's attorney fees and costs and be ordered
23 to show cause why they should not be sanctioned pursuant to Rule 11(b)(1)(3).
24



More examples of Wood's misrepresentation of the facts and the law
8/3/20 Rply

Page 2 lines 10-13

After Tobin failed to set aside the HOA Foreclosure in the Quiet Title Litigation in her capacity as trustee of the Gordon B. Hansen Trust, Tobin filed this new action, in her individual capacity, asserting the **same claims** and raising the **same legal issues** that were **previously adjudicated** in the Quiet Title Litigation.

All false. Wood making these false statements is for the corrupt purpose of covering up criminal conduct.

Page 2, lines 14-19

As set forth in the Chiesi Defendants' Motion, the Quitclaim Deed to Tobin constitutes a **"wild" deed** (i.e., a deed outside the chain of title (see *Snow v. Pioneer Title Ins. Co.*, 84 Nev. 480, 444 P.2d 125 (Nev. 1968))) because the Gordon B. Hansen Trust's interest in the Property had already been extinguished by the valid HOA Foreclosure conducted nearly three years prior to the March 28, 2017 Quitclaim Deed to Tobin.

What Wood chooses to accuse me of is so often exactly what Joel Stokes did.

Page 2, lines 24-26

Finally, the Quitclaim Deed was signed by Tobin, in her capacity as trustee, and claimed an exemption from real property transfer tax as a transfer to or from a trust for no consideration.

Since Wood examined my deed so closely, she should have noticed that on page 2 of my March 28, 2017 deed, it states **"close the trust and assign interest to the sole beneficiary."** Instead, she re-directs the court's attention to the fact that the transfer out of a trust was for no consideration which is true in every case as there is an RPTT exemption (#7) to property transfers into or out of a trust.

Look at our buddy Joel Stokes' 5/1/19 deed that was concealed from Judge Kishner.



Declaration of Value Statement recorded with Joel Stokes 5/1/19 deed (exhibit in Wood's RFJN)

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 191-13-811-052

b. _____

c. _____

d. _____

2. Type of Property:

a. Vacant Land b. Single Fam. Res.

c. Condo/Twnhse d. 2-4 Plex

e. Apt. Bldg f. Comm'l/Ind'l

g. Agricultural h. Mobile Home

Other

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

3.a. Total Value/Sales Price of Property

\$ 406,580

b. Deed in Lieu of Foreclosure Only (value of property (_____))

c. Transfer Tax Value: ~~\$406,580~~ Why is transferring the property out of a trust to "some

d. Real Property Transfer Tax Due \$ 0 individual" exempt from RPTT?

4. **If Exemption Claimed:** transferring from a trust "to some individual" as opposed to the beneficiaries is suspect

a. Transfer Tax Exemption per NRS 375.090, Section 7

b. Explain Reason for Exemption: a transfer of title from a trust without consideration to some individual

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.036, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature] Capacity: Grantee

Signature: [Signature] Capacity: Grantor

2763 White Sage is not their addresses

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: Jimjack Irrevocable Trust

Address: 2763 White Sage Dr.

City: Henderson

State: Nevada Zip: 89052

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Joel A. Stokes

Address: 2763 White Sage Dr.

City: Henderson

State: Nevada Zip: 89052

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

Print Name: Joel A. Stokes

Escrow # _____

Address: 2763 White Sage Dr.

City: Henderson

State: Nevada Zip: 89052

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



12/27/19 [DEED](#) Wood deliberately did not include in her RFJN
 Let's look at another Declaration of Value that was on a deed recorded on the same day as
 Wood's clients deed 12/27/19

- 201912270001344 12/27/19 13:16 [DEED](#)
- 201912270001345 12/27/19 13:16 [DEED](#)
- 201912270001346 12/27/19 13:16 [DEED OF TRUST](#)

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

**STATE OF NEVADA
 DECLARATION OF VALUE**

1. Assessor Parcel Number(s):

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

2. Type of Property:

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

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

- 3. a) Total Value/Sales Price of Property: \$ 0
- b) Deed in Lieu of Foreclosure Only (value of property) \$.00
- c) Transfer Tax Value: \$ 0
- d) Real Property Transfer Tax Due: \$ 0

4. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section: 5
- b) Explain Reason for Exemption: Spouse to Spouse without consideration

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: [Signature]

Capacity: Agent

Signature: _____

Capacity: Grantee

(GRANTOR) INFORMATION

Print Name: Sandra F. Stokes
 Address: 4791 Fiore Bella Blvd.
 City/State/Zip: Las Vegas, NV 89135

(GRANTEE) INFORMATION

Print Name: Joel R. Stokes
 Address: 4791 Fiore Bella Blvd.
 City/State/Zip: Las Vegas, NV 89135

COMPANY/PERSON REQUESTING RECORDING

Driggs Title Agency, Inc.
 7900 West Sahara Avenue, Suite 100
 Las Vegas, NV 89117-7920

Escrow No. 19-11-120779JH

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



Wood's false argument about claims preclusion conceals timing of her clients recorded claims precluded them from being brought earlier

Page 3, lines 5-10

Tobin's Opposition asserts that because the Amended Complaint includes "allegations occurring after the end of the prior lawsuit" (i.e., the transfer of title to the Property to the Chiesi Defendants) and "the parties are not the same" as the parties involved in the Quiet Title Litigation, issue and claim preclusion would not preclude Tobin from having this Court reconsider the title dispute that was previously resolved in the Quiet Title Litigation

Landers v. Quality Commc'ns, Inc., No. 62181, at *3 (Nev. July 30, 2014) ("Claim preclusion applies when (1) the parties or their privies are the same, (2) there is a valid final judgment, and (3) the subsequent action involves the same claims that were or could have been brought in the prior action.")

Executive Mgmt. v. Ticor Title Ins. Co., 114 Nev. 823, 835 (Nev. 1998) ("Claim preclusion applies when a second suit is brought against the same party on the same claim.")

Five Star Capital Corp. v. Ruby, 124 Nev. 1048, 1057 (Nev. 2008) ("As established above, for claim preclusion to apply the following factors must be met: (1) the same parties or their privies are involved in both cases, (2) a valid final judgment has been entered, and (3) the subsequent action is based on the same claims or any part of them that were or could have been brought in the first case.")

How could I have brought a claim against Wood's clients if they didn't buy it until six months after the trial?

What proper purpose does Wood have to fight so vigorously to get an order to expunge three lis pendens that were on record related to multiple appeals and court cases when her clients first came on the scene as if I had never recorded those lis pendens?

What proper purpose is there to deceive the court so my claims would be dismissed with prejudice unheard AS IF they had been heard on their merits because Wood's introduction of the 7/6/20 Request for Judicial Notice turned Red Rock's motion to dismiss into a motion for summary judgment?



NEVADA RULES OF PROFESSIONAL CONDUCT

IMPLICATED RULES OF PROFESSIONAL CONDUCT

Rule 3.1. Meritorious Claims and Contentions. 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 so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law.

Rule 3.3. Candor Toward the Tribunal.

(a) A lawyer shall not knowingly:

(1) Make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;

(2) Fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(3) Offer evidence that the lawyer knows to be false. If a lawyer, the lawyer's client, or a witness called by the lawyer, has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal.

(b) A lawyer who represents a client in an adjudicative proceeding and who knows that a person intends to engage, is engaging or has engaged in criminal or fraudulent conduct related to the proceeding shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal.

(c) The duties stated in paragraphs (a) and (b) continue to the conclusion of the proceeding, and apply even if compliance requires disclosure of information otherwise protected by Rule 1.6.

Rule 3.4. Fairness to Opposing Party and Counsel.

A lawyer shall not:

(a) Unlawfully obstruct another party's access to evidence or unlawfully alter, destroy or conceal a document or other material having potential evidentiary value. A lawyer shall not counsel or assist another person to do any such act;

(e) In trial, allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence, assert personal knowledge of facts in issue except when testifying as a witness, or state a



personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or

TRANSACTIONS WITH PERSONS OTHER THAN CLIENTS

Rule 4.1. Truthfulness in Statements to Others. In the course of representing a client a lawyer shall not knowingly:

- (a) Make a false statement of material fact or law to a third person; or
- (b) Fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.

[Added; effective May 1, 2006.]

Rule 4.4. Respect for Rights of Third Persons.

(a) 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 violate the legal rights of such a person.

MAINTAINING THE INTEGRITY OF THE PROFESSION

Rule 8.3. Reporting Professional Misconduct.

(a) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness or fitness as a lawyer in other respects, shall inform the appropriate professional authority.

Rule 8.4. Misconduct. It is professional misconduct for a lawyer to:

- (a) Violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- (b) Commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;
- (c) Engage in conduct involving dishonesty, fraud, deceit or misrepresentation;
- (d) Engage in conduct that is prejudicial to the administration of justice;
- (f) Knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law.



Implicated ABA Standards for Imposing Lawyer Sanctions

3.0 Generally

In imposing a sanction after a finding of lawyer misconduct, a court should consider the following factors:

- (a) the duty violated;
- (b) the lawyer's mental state;
- (c) the potential or actual injury caused by the lawyer's misconduct; and
- (d) the existence of aggravating or mitigating factors.

ABA Standard 6.1 False Statements, Fraud, and Misrepresentation

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving conduct that is prejudicial to the administration of justice or that involves dishonesty, fraud, deceit, or misrepresentation to a court:

6.11 Disbarment is generally appropriate when a lawyer, with the intent to deceive the court, makes a false statement, submits a false document, or improperly withholds material information, and causes serious or potentially serious injury to a party, or causes a significant or potentially significant adverse effect on the legal proceeding.



RELEVANT NEVADA REVISED STATUTES

NRS 14.010 Notice of pendency of actions affecting real property: Recording.

1. In an action for the foreclosure of a mortgage upon real property, or affecting the title or possession of real property, the plaintiff, at the time of filing the complaint, and the defendant, at the time of filing his or her answer, if affirmative relief is claimed in the answer, shall record with the recorder of the county in which the property, or some part thereof, is situated, a notice of the pendency of the action, containing the names of the parties, the object of the action and a description of the property in that county affected thereby, and the defendant shall also in the notice state the nature and extent of the relief claimed in the answer.

2. A notice of an action affecting real property, which is pending in any United States District Court for the District of Nevada may be recorded and indexed in the same manner and in the same place as provided with respect to actions pending in courts of this state.

3. From the time of recording only, except as otherwise provided in [NRS 14.017](#), the pendency of the action is constructive notice to a purchaser or encumbrancer of the property affected thereby. In case of the foreclosure of the mortgage, all purchasers or encumbrancers, by unrecorded deed or other instrument in writing made before the recording of the notice, and after the date of the mortgage, shall be deemed purchasers or encumbrancers after the recording of the notice, and subject thereto, unless [NRS 14.017](#) is applicable or they can show that, at the time of recording the notice, the plaintiff had actual notice of the purchase or encumbrance.

[1911 CPA § 79; RL § 5021; NCL § 8577] — (NRS A [1969, 22](#); [1983, 1849](#); [1987, 637](#); [2001, 1747](#))

NRS 14.015 Notice of pendency of actions affecting real property: Hearing; cancellation; bond.

1. After a notice of pendency of an action has been recorded with the recorder of the county, the defendant or, if affirmative relief is claimed in the answer, the plaintiff, may request that the court hold a hearing on the notice, and such a hearing must be set as soon as is practicable, taking precedence over all other civil matters except a motion for a preliminary injunction.

2. Upon 15 days' notice, the party who recorded the notice of pendency of the action must appear at the hearing and, through affidavits and other evidence which the court may permit, establish to the satisfaction of the court that:

(a) The action is for the foreclosure of a mortgage upon the real property described in the notice or affects the title or possession of the real property described in the notice;

(b) The action was not brought in bad faith or for an improper motive;

(c) The party who recorded the notice will be able to perform any conditions precedent to the relief sought in the action insofar as it affects the title or possession of the real property; and

(d) The party who recorded the notice would be injured by any transfer of an interest in the property before the action is concluded.

3. In addition to the matters enumerated in subsection 2, the party who recorded the notice must establish to the satisfaction of the court either:

(a) That the party who recorded the notice is likely to prevail in the action; or

(b) That the party who recorded the notice has a fair chance of success on the merits in the action and the injury described in paragraph (d) of subsection 2 would be sufficiently serious that the hardship on him or her in the event of a transfer would be greater than the hardship on the defendant resulting from the notice of pendency,

➤ and that if the party who recorded the notice prevails he or she will be entitled to relief affecting the title or possession of the real property.

4. The party opposing the notice of the pendency of an action may submit counter-affidavits and other evidence which the court permits.

5. If the court finds that the party who recorded the notice of pendency of the action has failed to establish any of the matters required by subsection 2, the court shall order the cancellation of the notice of pendency and shall order the party who recorded the notice to record with the recorder of the county a copy of the order of cancellation. The order must state that the cancellation has the same effect as an expungement of the original notice.

6. If the court finds that the party who recorded the notice of pendency of the action has established the matters required by subsection 2, the party opposing the notice may request the court to determine whether a bond in an



amount to be determined by the court would provide adequate security for any damages which the party who recorded the notice might incur if the notice were so cancelled and the party opposing the notice did not prevail in the action. If the court determines that a bond would provide adequate security, the party opposing the notice may post a bond or other security in the amount determined by the court. The court shall then order the cancellation of the notice of pendency and shall order the party opposing the notice to record with the recorder of the county a copy of the order of cancellation. The order must state that the cancellation has the same effect as an expungement of the original notice.

(Added to NRS by [1979, 982](#); A [1981, 1891](#); [1987, 638](#))

NRS 14.017 Notice of pendency of actions affecting real property: Transferability of property after withdrawal or cancellation.

1. Upon the withdrawal of a notice of the pendency of an action affecting real property, or upon the recordation of a certified copy of a court order for the cancellation of a notice of the pendency of such an action with the recorder of the county in which the notice was recorded, each person who thereafter acquires an interest in the property as a purchaser, transferee, mortgagee or other encumbrancer for a valuable consideration, except a party to the action who is not designated by a fictitious name at the time of the withdrawal or order of cancellation, shall be deemed to be without knowledge of the action or of any matter, claim or allegation contained therein, irrespective of whether the person has or at any time had actual knowledge of the action or of any matter, claim or allegation contained therein.

2. The purpose of this section is to provide for the absolute and complete transferability of real property after the withdrawal or cancellation of a notice of the pendency of an action affecting the property.

(Added to NRS by [1987, 637](#))

NRS 111.345

NRS 111.345 Proof taken upon oath of incompetent witness: Instrument not admissible until established by competent proof. If the party contesting the proof of any conveyance or instrument shall make it appear that any such proof was taken upon the oath of an incompetent witness, neither such conveyance or instrument, nor the record thereof, shall be received in evidence, until established by other competent proof.

[32:9:1861; B § 260; BH § 2601; C § 2671; RL § 1046; NCL § 1504]

I filed into the court record that Jimijack's deed was void per NRS 111.345 on [9/23/16 AFFD](#), due to notarial violations documented in my [1/17/17 DECL](#). Fraudulent conveyance was the 2nd cause of action in my [2/1/17 AACC pg. 12](#) counter-claim vs. Jimijack.

Judge Kishner did not ever rule to admit Jimijack's deeds over my objections. She simply ignored my repeated attempt at rebuttal.

She simply wrote falsely in her [6/24/19 final judgment order](#) that she had given "all parties an opportunity to present their case" and "having considered the evidence"
"it is hereby ordered, adjudged and decreed that Judgment shall be entered in favor of Jimijack and Lee and against the Hansen Trust as to all claims alleged against them by the Hansen Trust."

Jimijack's 3/13/17 RCCM did not offer any evidence or argument to refute my rebuttal of the defective deed. Joseph Hong never disclosed ANY evidence into the case to refute my rebuttal and did not file the disclosures required by NRCPC 16.1.

Jimijack's 12/5/18 responses to my interrogatories were deceptive.



NRS 111.180 Bona fide purchaser: Conveyance not deemed fraudulent in favor of bona fide purchaser unless subsequent purchaser had actual knowledge, constructive notice or reasonable cause to know of fraud.

1. Any purchaser who purchases an estate or interest in any real property in good faith and for valuable consideration and who does not have actual knowledge, constructive notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or interest to, the real property is a bona fide purchaser.

2. No conveyance of an estate or interest in real property, or charge upon real property, shall be deemed fraudulent in favor of a bona fide purchaser unless it appears that the subsequent purchaser in such conveyance, or person to be benefited by such charge, had actual knowledge, constructive notice or reasonable cause to know of the fraud intended.

[51:9:1861; B § 279; BH § 2620; C § 2690; RL § 1065; NCL § 1523] — (NRS R [1959, 418](#); reenacted [1960, 324](#); A [2013, 2173](#))

Shadow Wood Homeowners Ass'n, Inc. v. N.Y. Cmty. Bancorp, Inc., 366 P.3d 1105, 1115 (Nev. 2016) (“A subsequent purchaser is bona fide under common-law principles if it takes the property 'for a valuable consideration and without notice of the prior equity, and without notice of facts which upon diligent inquiry would be indicated and from which notice would be imputed to him, if he failed to make such inquiry.’”)

NRS 30.130

NRS 30.130 Parties. When declaratory relief is sought, all persons shall be made parties who have or claim any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not parties to the proceeding

NRS 40.010

NRS 40.010 Actions may be brought against adverse claimants. An action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim

NRS 205.395

NRS 205.395 False representation concerning title; penalties; civil action.

categorizes claiming, executing, recording or notarizing false representation concerning title as a category C felony with the greater category B penalties if the perpetrator has engaged in a pattern of making false claims.

(1)(a) Claims an interest in, or a lien or encumbrance against, real property in a document that is recorded in the office of the county recorder in which the real property is located and who knows or has reason to know that the document is forged or groundless, contains a material misstatement or false claim or is otherwise invalid

2. A person who makes a false representation concerning title in violation of subsection 1 is guilty of a category C felony and shall be punished as provided in [NRS 193.130](#).



3. A person who engages in a pattern of making false representations concerning title is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 3 years and a maximum term of not more than 20 years, or by a fine of not more than \$50,000, or by both fine and imprisonment.

[NRS 205.377](#) defines additional Category B felony penalties for corrupt business practices designed to defraud by “a false representation or omission of a material fact” and mandates restitution to the victim in addition to any other penalties imposed.

NRS 205.377 Multiple transactions involving fraud or deceit in course of enterprise or occupation; penalty. [Effective through June 30, 2020.]

1. A person shall not, in the course of an enterprise or occupation, knowingly and with the intent to defraud, engage in an act, practice or course of business or employ a device, scheme or artifice which operates or would operate as a fraud or deceit upon a person by means of a false representation or omission of a material fact that:

- (a) The person knows to be false or omitted;
- (b) The person intends another to rely on; and
- (c) Results in a loss to any person who relied on the false representation or omission,

4. In addition to any other penalty, the court shall order a person who violates subsection 1 to pay restitution.

Duty of Candor

“A lawyer owes a duty of complete candor to the court. *Blackwell v. Department of Offender Rehabilitation*, [807 F.2d 914](#) (11th Cir. 1987)” *Peterson v. BMI Refractories, Inc.*, 938 F. Supp. 767, 773 (N.D. Ala. 1996)

("a lawyer's duty of candor to the court must always prevail in any conflict with the duty of zealous advocacy"); *United States v. Shaffer Equip. Co.*, [11 F.3d 450, 458](#) (4th Cir. 1993)

("the lawyer's duties to maintain the confidences of a client and advocate vigorously are trumped ultimately by a duty to guard against the corruption that justice will be dispensed on an act of deceit") Also, as CHC points out,...the way to claim a privilege is by invoking it openly, not by silent concealment.

Cleveland Hair Clinic, Inc. v. Puig, 200 F.3d 1063, 1067 (7th Cir. 2000)

All attorneys, as "officers of the court," owe duties of complete candor and primary loyalty to the court before which they practice. An attorney's duty to a client can never outweigh his or her responsibility to see that our system of justice functions smoothly. This concept is as old as common law jurisprudence itself. In England, the first licensed practitioners were called "Servants at law of our lord, the King" and were absolutely forbidden to "deceive] or beguile the Court." In the United States, the first Code of Ethics, in 1887,



included one canon providing that "the attorney's office does not destroy . . . accountability to the Creator," and another entitled "Client is not the Keeper of the Attorney's Conscience."

Malautea v. Suzuki Motor Company, Ltd., [987 F.2d 1536, 1546](#) (11th Cir.), *cert. denied*, [510 U.S. 863, 114 S.Ct. 181, 126 L.Ed.2d 140](#) (1993).

Peterson v. BMI Refractories, Inc., 938 F. Supp. 767, 773 (N.D. Ala. 1996)

In conclusion, we note that the attorneys of the Law Firm have conducted themselves in a manner not befitting officers of the court. It is axiomatic that attorneys owe a duty of candor to the court. Moreover, attorneys also have a duty to deal honestly and fairly with opposing counsel. The attorneys of the Law Firm have clearly failed to fulfill these duties. Indeed, they represent yet another case of attorneys having "sold out to the client." *Carlucci v. Piper Aircraft Corp.*, [775 F.2d 1440, 1454](#) (11th Cir. 1985) (Fay, J., concurring). In so doing, the attorneys of the Law Firm lost sight of the fact that, as members of the bar, and officers of the court, our primary responsibility is not to the client, but to the legal system. Our judicial machinery is dependent upon the full support of all members of the bench and bar. Advocacy does not include "game playing." Conduct such as that engaged in here must not, can not and will not be tolerated.

Pesaplastic, C.A. v. Cincinnati Milacron Co., 799 F.2d 1510, 1522-23 (11th Cir. 1986)

"ABA Standards for Imposing Lawyer Sanctions" *People v. Costa*, 56 P.3d 130, 135 (Colo. 2002)

NEVADA RULES OF CIVIL PROCEDURE

NRCP 11 (b) **Representations to the Court.**

— **an attorney or unrepresented party certifies** that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

- (1) **it is not being presented for any improper purpose**, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;
- (2) **the claims, defenses, and other legal contentions are warranted by existing law** or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law;
- (3) the **factual contentions have evidentiary support** or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and
- (4) **the denials of factual contentions are warranted on the evidence** or, if specifically so identified, are reasonably based on belief or a lack of information.

In Judge Kishner's and Judge Johnson's courts and before the court of appeals, all opposing counsels have knowingly signed filings that contain false statements were filed for an improper purpose, and or were not supported by evidence.

NRCP 60 Fraud



A court has the inherent authority to set aside a default judgment based on nonstatutory, equitable grounds "if it has been established that extrinsic factors have prevented one party . . . from presenting his or her case." (*In re Marriage of Park* (1980) [27 Cal.3d 337, 342.](#)) If a "party can show that extrinsic fraud or mistake exists, such as a falsified proof of service . . . a motion may be made at any time, provided the party acts with diligence upon learning of the relevant facts." (*Trackman, supra*, [187 Cal.App.4th at p. 181.](#)) *Ung Tiong Ung v. Headman*, H042617, at *9 (Cal. Ct. App. Apr. 14, 2017)

"Where, however, a claim is fraudulently advanced and the fraud is so successful that the other party to the action is not even aware that he has a possibility of a claim or a defense, it may be said that he has had no reasonable opportunity to present it and this, combined with the fraud, is a sufficient basis for equitable relief.

"The fact that the other party was aware of the invalidity of his claim or defense is not of itself a sufficient basis for equitable relief against the effects of the judgment. To permit such relief, it is essential that there should be wrongful and misleading conduct. Such conduct ordinarily involves perjury and frequently involves the forgery of documents. It may, however, consist of pressing a claim known to be non-existent combined with suppressing facts solely and peculiarly within the knowledge of the person obtaining the judgment. * * * [E]quitable relief is granted only where the deceived person had no reasonable means of information and where he could not have succeeded in obtaining the truth by the pursuit of such means of information as he had. Equitable relief is most frequently granted in cases where the successful litigant had in his power substantially all the means of information." Among the situations stated to fall within the rule are "those where a person makes a false claim of heirship under circumstances giving it great credibility." *Villalon v. Bowen*, 70 Nev. 456, 471 (Nev. 1954)



Elements of Relevant Causes of Action

Source: [NEVADA LAW BLOG](#) BY JAY YOUNG

Elements of Fraudulent Misrepresentation

Elements for a Claim of Fraud (Intentional Misrepresentation)

In Nevada, the elements for a claim of fraud or intentional misrepresentation are:

1. Defendant makes a false representation or misrepresentation as to a past or existing fact;
2. With knowledge or belief by defendant that representation is false or that defendant lacks sufficient basis of information to make the representation;
3. Defendant intended to induce plaintiff to act in reliance on the representation;
4. Justifiable reliance upon the representation by the plaintiff;
5. Causation and damages to plaintiff as a result of relying on misrepresentation; and
6. Must be proved by clear and convincing evidence and be pled with specificity.

NRCP 9; NEVADA JURY INSTRUCTIONS 9.01; *Jordan v. State ex rel. Dep't of Motor Vehicles & Pub. Safety*, 121 Nev. 44, 75, 110 P.3d 30, 51 (2005); *LA. Jones Constr. Co. v. Lehrer McGovern Bovis, Inc.*, 120 Nev. 277, 89 P.3d 1009 (2004); *Barmettler v. Reno Air, Inc.*, 14 Nev. 441, 956 P.2d 1382 (1998); *Blanchard v. Blanchard*, 108 Nev. 908 (1992); *Bulbman, Inc. v. Nev. Bell*, 108 Nev. 105, 111, 825 P.2d 588, 592 (1992); *Albert H. Wohlers & Co. v. Bartgis*, 114 Nev. 1249, 1260, 969 P.2d 949, 957 (1998); *Sanguinetti v. Strecker*, 94 Nev. 200, 206, 577 P.2d 404, 408 (1978); *Lubbe v. Barba*, 91 Nev. 596, 541 P.2d 115 (1975).



Elements of Fraudulent Concealment

To establish a prima facie case of fraudulent concealment, a plaintiff must offer proof that satisfies five elements:

1. the defendant concealed or suppressed a material fact;
2. the defendant was under a duty to disclose the fact to the plaintiff;
3. the defendant intentionally concealed or suppressed the fact with the intent to defraud the plaintiff; that is, the defendant concealed or suppressed the fact for the purpose of inducing the plaintiff to act differently than she would have if she had known the fact;
4. the plaintiff was unaware of the fact and would have acted differently if she had known of the concealed or suppressed fact;
5. and, as a result of the concealment or suppression of the fact, the plaintiff sustained damages.

Dow Chemical Co. v. Mahlum, 114 Nev. 1-168, 1483-84, 970 P.2d 98, 110 (1998) (citing Nevada Power Co. v. Monsanto Co., 891 F.Supp. 1406, 1-115 (D.Nev.1995)).



Elements of Quiet Title

In Nevada, the elements for a claim of quiet title are:

1. Action may be brought by any person against another who claims an estate or interest in real property, adverse to him, for the purpose of determining such adverse claims. NRS 40.010;
2. Complaint must be verified. NRS 40.090-1;
3. Summons must be issued within one year of filing the complaint and served per NRCP. NRS 40.100-1;
4. Lis Pendens must be filed with the county recorder within 10 days of filing of the complaint. NRS 40.090-3;
5. Copy of the Summons must be posted on the property within 30 days after the summons is issued, and an affidavit of posting must be filed with the court. NRS 40.100-2;
6. Disclaimer must be filed. NRS 40.020;
7. Affidavit to unknown heirs must be filed. NRS 14.040(3);
8. Court must hold a hearing on the evidence in order to issue judgment.
9. Quiet title may not be obtained through default judgment. NRS 40.110; and
10. Record a certified copy of the judgment quieting title. NRS 247.120 (0)

Foyner v. Bank of America Home Loans. Case No. 2:09-CV-2406-RCJ-RJJ 2010WL 2953969 (D. Nev. 2010); Kemberling v. Ocwen Loan Servicing, LLC, CaseNo. 2:09-CV-00567-RCJ-LRL, 2009 WL 5039495 (D. Nev. 2009); Del Webb Conservation Holding Corp. v. Tolman. 44 F. Supp. 2d 1105, 1109-10 (D. Nev.1999); Union Mill v. Mining Co. v. Warren, 82 F. 519, 520 (D. Nev.1897); Howell v. Ricci, 197 P.3d 1044, 1046 n. 1 (Nev. 2008); Breliant v. Preferred Equities Corp., 112 Nev. 663, 669, 918 P.2d 314, 318 (Nev1996); Sceirine v. Densmore. 87 Nev. 9, 12,479 P.2d 779 (1971); MacDonald v. Krause. 77 Nev. 312, 317-18, 362 P.2d 724 (Nev.1961); Clay v. Scheeline Banking & Trust Co .. 40 Nev. 9, 159 P. 1081, 1082-83 (1916).

"We first hold that each party in a quiet title action has the burden of demonstrating superior title in himself or herself." Res. Grp., LLC v. Nev. Ass'n Servs., inc. 135 Nev., Adv. Opinion 8

While the "burden of proof [in a quiet title action] rests with the plaintiff to prove good title in himself," Breliant v. Preferred Equities Corp., 112 Nev. 663, 669, 918 P.2d 314,318 (1996), abrogated on other grounds by Delgado v. Am. Family Ins. Grp., 125 Nev. 564, 570, 217 P.3d 563, 567 (2009), "a plaintiffs right to relief [ultimately] ... depends on superiority of title," W Sunset 2050 Tr. v. Nationstar Mortg., LLC, 134 Nev., Adv. Op. 47,420 P.3d 1032, 1034 (2018) (internal quotation marks omitted). And because "[a] plea to quiet title does not require any particular elements, .. each party must plead and prove his or her own claim to the property in question." Chapman v. Deutsche Bank Nat'l Tr. Co., 129 Nev. 314,318, 302 P.3d 1103, 1106 (2013) (internal quotation marks omitted)."



Abuse of Process

In Nevada, the elements for a claim of abuse of process are:

1. Filing of a lawsuit made with ulterior purpose other than to resolving a dispute;
2. Willful act in use the use of legal process (subsequent to the filing of the suit) not proper in the regular conduct of the proceeding; and
3. Damages as a direct result of abuse.

LaMantia v. Redisi, 118 Nev. 27, 30, 38 P.3d 877, 897 (2002); Dutt v. Kremp, 111 Nev. 567, 894 P.2d 354,360 (Nev. 1995) overruled on other grounds by LaMantia v. Redisi, 118 Nev. 27, 30, 38 P.3d 877, 897 (2002)); Laxalt v. McClatchy, 622 F.Supp. 737, 751 (1985) (citing Bull v. McCuskey, 96 Nev. 706,709,615 P.2d 957,960 (1980); Nevada Credit Rating Bureau, Inc. v. Williams, 88 Nev. 601 (1972); 1 Am. Jur. 2d Abuse of Process.



Elements for a Claim of Declaratory Relief

In Nevada, the elements for an equitable claim of declaratory relief are:

1. A justifiable controversy exists between two or more parties;
2. Regarding their respective rights pursuant to a contract;
3. Such that the plaintiff asserts a claim of a legally protected right;
4. The issue is ripe for judicial determination; and
5. Plaintiff asks the court to determine the parties' relative rights under the contract.

NRCP 57; NRS Chapter 30; Kress v. Corey, 65 Nev. 1, 189 P.2d 352 (1948).



Civil Conspiracy

- I. 2 or more persons
2. unlawful objective to be achieved
3. overt act(s) in furtherance of the conspiracy
4. a resulting injury or damages

Elements for a Claim of Civil Conspiracy

In Nevada, the elements for a claim of civil conspiracy are:

1. A combination of two or more persons;
2. Who intend to accomplish an unlawful objective together;
3. The association acts by a concert of action by agreement, understanding, or "meeting of the minds" regarding the objective and the means of pursuing it, whether explicit or by tacit agreement;
4. The association intends to accomplish an **unlawful** objective for the purpose of harming another;
5. Commission of an unlawful act in furtherance of the agreement; and
6. Causation and damages.

Boorman v. Nev. Memorial Cremation Society, Inc. .. 772 F.2d. 1309 (D. Nev. 2011); *Flowers v. Carville*, 266 F. Supp. 2d 1245 (D. Nev. 2003); *In re Koonce*, 262 B.R. 850 (Bankr. D. Nev. 2001); *Ungaro v. Desert Palace, Inc.*, 732 F.Supp. 1522, 1533, n3 (D. Nev. 1989); *Condos v. Conforte*, 596 F.Supp. 197, 201 (D. Nev.1984); *GES, Inc. v. Corbitt*.17 Nev. 265, 270-71, 21 P.3d 11, 15 (2001); *Consolidated Generator-Nevada, Inc. v. Cummins Engine Co., Inc.*, 114 Nev. 1304, 971 P.2d 1251 (Nev. 1998); *Dow Chem. Co. v. Mahlum*. 114 Nev. 1468, 1488, 970 P.2d 98, 112 (1998); *Sutherland v. Gross*, 105 Nev. 192, 772 P.2d 1287 (1989); *Collins v. Union Fed. Savings & Loan*. 99 Nev. 284, 303, 662 P.2d, 610, 622 (1983); 16 Am. Jur. 2d Conspiracy§ 57 (1998).



Elements for a Claim of Concert of Action

In Nevada, the elements for a claim of concert of action are:

1. Two or more persons act together while committing a tort pursuant to a common design or plan; and
2. Liability attaches for the tort of concert of action when two people commit a tort while "acting in concert with one another or pursuant to a common design." (Proof of an agreement alone is insufficient, as the conduct of each tortfeasor must be individually tortuous);
3. Causation and damages.

GES, Inc. v. Corbitt, 117 Nev. 265, 21 P.3d 11 (Nev. 2001); Halbertam v. Welch, 705 F.2d 472,489 (D.C. Cir. 1983); Dow Chem. Co. v. Mahlum, 114 Nev. 1468, 1488, 970 P.2d 98, 112 (1998) overruled in part on other grounds by GES, Inc. v. Corbitt, 117 Nev. 265, 21 P.3d 11 (2011); Juhl v. Airington, 936 S.W.2d 640, 644 (Tex. 1996); Restatement (Second) of Torts§ 876, be (1979).



Links to court and property records related to Tobin cases and appeals

1. [Case summary A-19-798990-C](#)
2. [4/24/19 MVAC/MSJ](#) motion to vacate and motion for summary judgment against all parties unheard and undecided in prior proceedings
3. [7/22/19 MNTR motion for a new trial per NRCP 54\(b\) and NRCP 59\(a\)\(1\)\(A\)\(B\)\(C\)\(F\) stricken from the prior proceedings unheard by unappealable 11/22/19 FFCO](#)
4. [7/29/19 MTD Tobin Pro Se motion to dismiss Judge Kushner's order granting quiet title to Jimijack for lack of jurisdiction per NRS 38.310\(2\) stricken from the prior proceedings unheard by unappealable 11/22/19 FFCO](#)
5. [8/7/19 complaint](#)
6. [8/7/19 COMP pages 21-26](#) abuse of process claim vs. Hong, Morgan, Ochoa
7. [201908080002097](#) LIS PENDENS RECORD ON 8/8/19
8. [201908140003083](#) LIS PENDENS RECORD ON 8/14/19
9. [201908140003084](#) LIS PENDENS RECORD ON 8/14/19
10. [8/13/19 NOLP](#) filed notice of lis pendens
11. [9/4/19 SCA order 19-37046](#) dismissed Nona Tobin as individual
12. [9/10/19 SC order 19-37846](#) returned docketing statement unfiled
13. [4/30/20 SC order 20-16346](#) reaffirmed Nona Tobin as individual could not appeal
14. [6/3/20 ACOM](#) 1st amended complaint
15. [6/23/19 MTD](#) Red Rock's motion to dismiss per NRCP 12(b)(5)
16. [6/25/19 JMOT](#) NSM joinder
17. [6/25/19 JMOT](#) Stokes joinder
18. [7/6/20 JMOT](#) Chiesi/Quicken joinder
19. [7/6/20 RFJN](#) (Pages 1-4 list of documents) Chiesi/Quicken RFJN
20. [7/20/20 OPP MTD and JMOTs](#) Tobin Opposition to motion to dismiss and joinders
21. [8/3/20 RIS](#) Chiesi/Quicken reply in support of their JMOT
22. [8/3/20 RPLY](#) Stokes/Jimijack reply in support of their JMOT
23. [8/3/20 RPLY](#) Red Rock reply in support of its motion to dismiss
24. [8/11/20 RTRAN](#) transcript of hearing on 6/23/20 Red Rock MTD and all joinders
25. [10/8/20 NEO](#) order to sanction per EDCR 7.60 (1)(3) \$3,455 to Hong for Jimijack/Stokes
26. [10/8/20 OPPM](#) Tobin opposition to Chiesi Quicken [9/16/20 MAFC](#)
27. [10/27/20 OPP](#) Tobin opposition to Hong OST MENF
28. [10/29/20 RTRAN](#) re Chiesi/Quicken MAFC
29. [11/3/20 RTRAN](#) re Hong OST



30. [11/17/20 NOAS](#) 20-41867 Tobin appeal of 10/8/20 NEOJ \$3,455
31. [11/17/20 NEOJ](#) order to sanction \$8,948.99 per NRCP 18.010(2) to Wood for Chiesi/Quicken
32. [11/17/20 OSCC](#) order to statistically close case
33. [12/3/20 OGM](#) order granting Red Rock's motion to dismiss per NRCP 12(b)(5) (non-mutual claims preclusion) and Joel Stokes's, Sandra Stokes's, Joel Stokes & Sandra Stokes as trustees of Jimijack Irrevocable Trust's, Jimijack Irrevocable Trust's, Nationstar Mortgage LLC's, Brian Chiesi's, Debora Chiesi's, and Quicken's joinders to dismiss Tobin's complaint for quiet title, unjust enrichment and declaratory and equitable relief with prejudice per NRCP 12(b)(5) (non-mutual claims preclusion/res judicata)
34. [12/3/20 NODP](#) notice of entry of order granting all defendants' motions and joinders and expunging three lis pendens **as if** they had been expunged on the dates they were recorded, i.e., 8/8/19, 8/14/19 and 8/14/19
35. [12/18/19 NOAS 82234](#) vs. Quicken/Chiesi 11/17/20 order 20-45890
36. [1/8/21 NOAS 82294 21-00536](#) notice of appeal docs for instant appeal of 12/3/20 NODP
37. [1/19/21 docketing statement 21-01613](#) for 82234 appeal of 11/17/20 order Chiesi/Quicken \$8,949
38. [1/28/21 NCJD complaint](#) against Judge Kishner for 2.6 (not giving opportunity to be heard, 2.7 (not hearing/deciding) and 2.9 (ex parte communications with Melanie Morgan and Joseph Hong on 4/23/19)
39. 2/2/21 docketing statement



Clark County Recorder's Official [2003-2020 Property Record for APN: 191-13-811-052](#)

APN 191-13-811-052	Clark County	
2763 White Sage Drive	Henderson 89052	
Instrument Number	Record Date	Document Type Description
202012040001097	12/4/20 11:24	ORDER
202002060000199	2/6/20 8:00	RECONVEYANCE
202002060000198	2/6/20 8:00	SUBSTITUTION
201912270001346	12/27/19 13:16	DEED OF TRUST
201912270001345	12/27/19 13:16	DEED
201912270001344	12/27/19 13:16	DEED
201912030003152	12/3/19 15:57	NOTICE
201908140003084	8/14/19 15:16	LIS PENDENS
201908140003083	8/14/19 15:16	LIS PENDENS
201908080002097	8/8/19 16:00	LIS PENDENS
201907240003355	7/24/19 15:33	JUDGMENT
201907170002971	7/17/19 14:30	ASSIGNMENT
201907100002352	7/10/19 14:50	LIS PENDENS
201906040000772	6/4/19 8:06	ASSIGNMENT
201906030001599	6/3/19 11:17	SUBSTITUTION/ RECONVEYANCE
201905280002843	5/28/19 17:44	LIS PENDENS
201905230003531	5/23/19 15:10	DEED OF TRUST
201905060001022	5/6/19 8:20	LIS PENDENS
201905010003348	5/1/19 16:12	DEED
201903080002790	3/8/19 14:12	ASSIGNMENT
201903080002789	3/8/19 14:12	ASSIGNMENT
201703310003073	3/31/17 14:07	INTEREST
201703310003072	3/31/17 14:07	INTEREST
201703310003071	3/31/17 14:07	INTEREST
201703300003860	3/30/17 15:52	LIEN



201703300003859	3/30/17 15:52	LIEN
201703280001452	3/28/17 11:51	DEED
201606070001450	6/7/16 11:58	LIS PENDENS
201605230001417	5/23/16 13:09	REQUEST NOTICE
201605230001416	5/23/16 13:09	CERTIFICATE
201601130001051	1/13/16 11:42	LIS PENDENS
201512010003402	12/1/15 12:44	JUDGMENT
201508170001056	8/17/15 9:48	SUBSTITUTION
201506090001545	6/9/15 13:06	DEED
201506090001537	6/9/15 12:58	DEED
201503120002285	3/12/15 12:11	SUBSTITUTION/ RECONVEYANCE
201502230000608	2/23/15 11:17	RPTT REFUND
201501220001850	1/22/15 9:10	REQUEST NOTICE
201412010000518	12/1/14 9:00	ASSIGNMENT
201409090000974	9/9/14 11:08	ASSIGNMENT
201408220002548	8/22/14 9:53	DEED
201405060004357	5/6/14 14:30	LIEN
201402120001527	2/12/14 9:06	NOTICE
201309230001369	9/23/13 10:39	LIEN
201304080001087	4/8/13 9:51	DEFAULT
201304030001569	4/3/13 11:28	NOTICE RESCISSION
201303120000847	3/12/13 9:55	DEFAULT
201212140001338	12/14/12 9:37	LIEN
201204120001883	4/12/12 13:18	ASSIGNMENT
200808270003627	8/27/08 15:28	DEED
200705100001127	5/10/07 10:12	DEED OF TRUST
200409010007297	9/1/04 19:17	HOMESTEAD
200408310007563	8/31/04 17:34	SUBSTITUTION/ RECONVEYANCE
200408170002284	8/17/04 12:10	RECONVEYANCE



200407220003507	7/22/04 13:32	DEED OF TRUST
200406110005547	6/11/04 15:45	DEED
200311200004030	11/20/03 17:00	DEED OF TRUST
200309100000588	9/10/03 8:43	DEED OF TRUST
200307310004444	7/31/03 14:08	DEED OF TRUST
200307310004443	7/31/03 14:08	POWER OF ATTORNEY
200307310004442	7/31/03 14:08	DEED
200307310004441	7/31/03 14:08	NOTICE



2016-2017 I filed as a Pro Se

7/29/16	MINV	Nona Tobin and Steve Hansen's motion to intervene
9/9/16	RPLY	Reply to Jimijack's opposition to Tobin/Hansen motion to intervene
9/23/16	AFFD	Affidavit of Nona Tobin in Support of Nona Tobin and Steve Hansen's Motion to Intervene
11/15/16	MINV	Motion to Intervene into Consolidated Quiet Title Cases A-15- 720032-C and Former Case A-16-730078 (Nona Tobin, an Individual & Trustee of Gordon B. Hansen Trust, dated 8/22/02)
12/12/16	ROPP	Reply to Jimijack's Opposition to Nona Tobin's, as an Individual, and the Hansen Trust's motion to intervene
1/11/17	OGM	1/11/17 (NEO 1/12/17) OGM order granting Applicant Nona Tobin, an individual, and as trustee of the Gordon B. Hansen Trust, dated 8/22/08, motion to intervene
1/12/17	NEO	Notice of Entry of Order Granting Applicant Nona Tobin's Motion to Intervene
1/31/17	CRCM	Nona Tobin's Crossclaim for Quiet Title Against Sun City Anthem Community Association, Inc. (HOA)
2/1/17	AACC	Nona Tobin's Answer to Plaintiff's (Jimijack's) Complaint and Counterclaim
2/1/17	CRCM	Nona Tobin's Crossclaim Against Thomas Lucas D/B/A Opportunity Homes, LLC
2/1/17	CRCM	Nona Tobin's Crossclaim Against Yuen K. Lee d/b/a F. Bondurant, LLC
2/1/17	IAFD	Initial Appearance Fee Disclosure (Nona Tobin, Pro Se)
3/3/17	OPPC	3/3/17 OPPC Tobin opposition to SCA 2/23/17 motion to dismiss and countermotion to void the sale
3/7/17	NITD	3/7/17 NITD Notice of intent to take default vs. Jimijack
3/7/17	NITD	3/7/17 NITD Notice of intent to take default vs. Lucas/Opportunity Homes
3/7/17	NITD	3/7/17 NITD Notice of intent to take default vs. Yuen K. Lee/F. Bondurant LLC
3/22/17	OPPC	3/22/17 OPPC Tobin opposition to Lucas/Op Homes motion for summary judgment
3/28/17	DISI	3/28/17 DISI Tobin Notice of Steve Hansen's disclaimer of interest
4/5/17	OMD	4/5/17 OMD Tobin Opposition to Sun City Anthem's 3/22/17 motion to dismiss
4/10/17	ROPP	Reply to Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss



2019 I filed as a Pro Se

4/9/19	NOTC	Tobin/Hansen Trust Notice of completion of mediation
4/9/19	NOTA	Tobin Notice of appearance to return to Pro Se status
4/10/19	OPPC	Tobin Opposition to Nationstar's motion for summary judgment against Jimijack and countermotion for summary judgment
4/12/19	OPPC	Tobin OPPC vs Nationstar and Jimijack
4/12/19	NOTC	Tobin/Hansen Trust Notice of completion of mediation
4/12/19	NOTA	Tobin notice of appearance to return to Pro Se status as an individual
4/17/19	RPLY	Tobin reply to support joinder to Nationstar motion for summary judgment
4/24/19	MVAC	Tobin motion to vacate order granting Sun City Anthem's motion for summary judgment against the HansenTrust's quiet title claim and Nationstar's limited joinder thereto per NRCP 60 b
6/17/19	MINV	Tobin motion to intervene as an individual per NRCP 24
6/21/19	DECL MINV	Tobin declarations in support of motion to intervene
7/1/19	RIS MWCN	Tobin reply in support of Mushkin/Coppedge motion to withdraw as counsel for Nona Tobin as an individual
7/2/19	RPLY	Tobin reply to Counter-defendants Jimijack and cross-defendant Lee/F. Bondurant LLC's opposition to Tobin's motion to intervene
7/22/19	MNTR	Tobin's motion for a new trial per NRCP 54(b) and NRCP 59a1ABCF
7/23/19	NOTA	Tobin's notice of appearance as a Pro Se
7/24/19	NOAS	Tobin's notice of appeal as an individual
7/26/19	NOTC	Tobin/Hansen Trust Notice of completion of mediation
7/26/19	ASTA	Tobin Pro Se case appeal statement into case 79295
7/29/19	MTD 38.310	Tobin Pro Se motion to dismiss Judge Kishner's order granting quiet title to Jimijack for lack of jurisdiction per NRS 38.310(2)
8/7/19	NOLP	Tobin 39-page notice of lis pendens with A-19-799890-C complaint attached filed into A-15-720032-C because defendants in new case were set up in the Odyssey filing system
8/20/19	DECL	Tobin Pro Se declaration opposing Sun city Anthem's motion for attorney fees and costs from the closed Hansen Trust
8/26/19	DECL	Tobin Pro Se declaration in opposition to counter and cross defendants motions to strike to Tobin's motion for a new trial and motion to dismiss, motions for EDCR 7.60 sanctions, and motion to strike Tobin's notice of lis pendens
8/26/19	FFCO	Tobin Pro Se proposed findings of fact and order to grant Tobin motion to dismiss for lack of jurisdiction
9/6/19	DOCKETING STATEMENT	was returned unfiled by SCA order 19-37846

STATE BAR OF NEVADA

March 4, 2021

Nona Tobin
2664 Olivia Heights Avenue
Henderson, NV 89052

VIA EMAIL: nonatobin@gmail.com

Joseph Hong, Esq. / Reference No. OBC21-0181
Brittany Wood, Esq. / Reference No. OBC21-0187

Dear Ms. Tobin:

The Office of Bar Counsel has reviewed your correspondence to the State Bar of Nevada regarding attorneys Joseph Hong and Brittany Wood.

A review of the information provided indicates that your grievance involves allegations which should be addressed in the appropriate judicial settings.

The Office of Bar Counsel and the disciplinary boards of the State Bar are not substitutes for the court systems. Therefore, no further action shall be taken in this matter.

If a court makes written findings which clearly establish attorney misconduct, please re-submit that information for our reconsideration.

Sincerely,

Phillip J. Pattee

Phillip J. Pattee (Mar 3, 2021 11:25 PST)

Phillip J. Pattee
Assistant Bar Counsel

PJP/bkm



3100 W. Charleston Blvd
Suite 100
Las Vegas, NV 89102
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

2020.3.4 Dismissal ltr to G OBC21-0181

Final Audit Report

2021-03-03

Created:	2021-03-03
By:	Breanna McCully (breannam@nvbar.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnDlqxXFb8BkxNFhUSBOJDd3xMQ1Nw5ie

"2020.3.4 Dismissal ltr to G OBC21-0181" History

-  Document created by Breanna McCully (breannam@nvbar.org)
2021-03-03 - 7:18:29 PM GMT - IP address: 70.173.216.150
-  Document emailed to Phillip J. Pattee (philp@nvbar.org) for signature
2021-03-03 - 7:18:44 PM GMT
-  Email viewed by Phillip J. Pattee (philp@nvbar.org)
2021-03-03 - 7:24:50 PM GMT - IP address: 70.173.20.127
-  Document e-signed by Phillip J. Pattee (philp@nvbar.org)
Signature Date: 2021-03-03 - 7:25:32 PM GMT - Time Source: server- IP address: 70.173.20.127
-  Agreement completed.
2021-03-03 - 7:25:32 PM GMT