



(For Commission Use Only)  
COMMISSION CASE NO. \_\_\_\_\_

## NEVADA COMMISSION ON JUDICIAL DISCIPLINE

### VERIFIED STATEMENT OF COMPLAINT

(Please Clearly Type or Print All Required Information)

#### Part I: General Information

Date: 1/26/21

Name of Person Completing This Form: NONA TOBIN

Mailing Address of Person Completing This Form: \_\_\_\_\_

2664 OLIVIA HEIGHTS AVE., HENDERSON, NV 89052

Daytime Telephone: (702) 465-2199 Email: NONATOBIN@GMAIL.COM

#### Part II: Specific Information Regarding Complaint

Name of Nevada Judicial Officer (Only One Name Per Complaint Form): JOANNA KISHNER

Name of Court or Judicial District Involved: 8TH

Case Number (Please Include All Letters and Numbers): A-15-720032-C & A16-730078-C CONSOLIDATED

When and where did the alleged misconduct or disability occur? MULTIPLE - 4/23/19 EX PARTE MEETING

Date: 4/23/19 Time: 9:30 AM Location Regional Justice Center 200 E. Lewis LV

Date: 6/3/19 Time: 8:30 Location Regional Justice Center

9/3/19  
This Case Is (Select One):  Pending In Trial Court  On Appeal  Not Pending or Closed

Nature of Complaint (Select One):  I have attached my own explanation page(s)  
 I have used the standard Complaint Form

Revised Nevada Code of Judicial Conduct Section(s) Violated, If Known [(Example: Canon 3B(4))]:

1.1; 1.2; 2.2; 2.4 (C); 2.6,(A); 2.7; and 2.9 (A)(1)(a)(b)(3)(4)

#### Part III: Obligations Of Complainant

I hereby acknowledge the following agreements and/or waivers:

**Consent to Investigate.** I expressly authorize the Commission on Judicial Discipline ("Commission"), staff and contractors, to investigate my complaint and take any and all actions, including interviewing any relevant witness(es) or request by subpoena or otherwise any documentary evidence and to verify the statements I have made herein to be true and correct (or if stated to be on information and belief, that the statements are believed in good faith to be true and correct). I agree to promptly supplement and amend this complaint if I learn that the facts I have alleged are materially incorrect. I understand that deliberately misstating the truth of any material fact could subject me to various sanctions including, but not limited to, dismissal of my complaint, contempt or a separate action for perjury.

Part III Obligations of Complainant (Continued)

**Full Cooperation.** I agree to fully cooperate with the Commission, staff and its designated contractors with regard to my complaint. I understand that even if I wish to withdraw my complaint that the Commission retains independent grounds to pursue it and that the information contained within and attached to the complaint becomes the property of the Commission and the Commission may pursue the complaint even if I seek to withdraw it. **I understand that all documents submitted become the property of the Commission and will not be returned.**

**Appeal Warning.** I understand that the Commission, its staff and contractors are not an appellate court and that my filing of a complaint does not stay or stop any time I am provided to appeal a decision I disagree with or any decision that adversely affects me. I understand that I must timely file an appeal to preserve those rights. I acknowledge that filing a complaint with the Commission does not and cannot preserve those rights.

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Part IV: Attachments

Relevant documents: Please attach any relevant documents which you believe directly support your claim that the judge has engaged in judicial misconduct or has a disability. **Highlight or otherwise identify those sections that you rely on to support your claim.** Do not include documents which do not directly support your complaint, for example, a copy of your complete court case. **Keep a copy of all documents submitted for your records as they become the property of the Commission and will not be returned.**

Part V: Signature and Verification of Complaint

After being duly sworn, I state under penalty of perjury that I am the above-referenced complainant whose name appears in Part I and who submitted this complaint. I know the contents thereof; and the matters set forth in this complaint are true and correct based upon my own knowledge, except as to matters stated to be on information and belief, and those matters are believed to be true and correct. I request that the conduct set forth above or referenced in the attachments and exhibits provided with the complaint be investigated by the Nevada Commission on Judicial Discipline.

  
Signature of Complainant

  
Date

How Do I Submit My Complaint? Where Can I Obtain Additional Assistance? This complaint, along with any supporting materials, should be sent by mail to the: **Nevada Commission on Judicial Discipline, P.O. Box 48, Carson City, Nevada 89702.** If you have questions regarding the completion of this form, please contact the Commission on Judicial Discipline at **(775) 687-4017.** In addition, if you have access to the internet, or can obtain access at a local library or other facility, the Commission's web site located at **<http://judicial.state.nv.us>** and provides additional information to help you prepare your complaint. The web site also includes the full and current text of the Revised Nevada Code of Judicial Conduct and other laws, statutes and rules governing the Commission.

STANDARD COMPLAINT FORM (STATEMENT OF FACTS)

The following is my explanation as to why the judicial officer named in this complaint has violated the Revised Nevada Code of Judicial Conduct or suffers from a disability.

Please identify yourself as [select one]: [X] a litigant; [ ] a witness or interested party; or [ ] a member of the general public who witnessed or viewed this conduct (but not otherwise involved).

The following are the specific facts and circumstances which you believe constitute misconduct or disability (please be as specific as possible about the event(s) or action(s) and attach additional pages, if necessary):

**In summary, Judge Kishner met ex parte with two opposing counsels, Joseph Hong and Melanie Morgan, after they served two notices through the court system that the hearing was continued. Relying on misrepresentations by Hong and Morgan, Judge Kishner erroneously concluded that she had never granted me leave to intervene as an individual to assert a NRS 40.010 quiet title claim (even though I had filed into the case as a Pro Se multiple times in 2016-17 and had a recorded deed as an individual to defend). Further, given her belief that a trust could not be represented by a Pro Se (even though I was the sole successor trustee and sole beneficiary), she issued bench orders in my absence to declared multiple motions and notices as rogue because there was not a withdrawal motion from counsel of record. She refused to grant the Mushkin/Coppedge motions to withdraw multiple times, and then modified rather than sign Judge Barker's order. She allowed Morgan and Hong to settle non-existent claims out of court in a manner that excluded me as a necessary party and which allowed them to evade detection that neither of their clients had evidence to support their claims of ownership and neither of them had ever refuted the evidence I have against them. In a case that dragged on from 2015-2019, there was never a single order that was issued based on an evidentiary hearing. She excluded all my documentary evidence from the trial. She limited the trial to parties who did not have a recorded deed to protect. She refused to hear my motion for a new trial based on attorney misconduct and refused to hear my motion to dismiss as she lacked jurisdiction under NRS 38.310(2). My appeal was denied because the Supreme court said if the judge said she had not granted me leave to intervene, I was not aggrieved. When I filed a new claim before the five-year statute of limitations deadline, Susan Johnson dismissed my case under the doctrine of claims preclusion with prejudice.**

I have [select one]: [X] appealed the judge's decision [ ] not appealed the decision [ ] not decided to appeal the decision yet [ ] not applicable

Attach Additional Pages as Necessary

See attached for supporting documentary evidence.

(Revised 12/28/2015)

# Relevant Provisions of Nevada Code of Judicial Conduct

## CANON 1

A judge shall uphold and promote the independence, integrity, and impartiality of the judiciary and shall avoid impropriety and the appearance of impropriety.

### **Rule 1.1. Compliance With the Law.**

A judge shall comply with the law, including the Code of Judicial Conduct.

### **Rule 1.2. Promoting Confidence in the Judiciary.**

A judge shall act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary and shall avoid impropriety and the appearance of impropriety.

## CANON 2

A judge shall perform the duties of judicial office impartially, competently, and diligently.

### **Rule 2.2. Impartiality and Fairness.**

A judge shall uphold and apply the law, and shall perform all duties of judicial office fairly and impartially.

### **Rule 2.4. External Influences on Judicial Conduct.**

(C) A judge shall not convey or permit others to convey the impression that any person or organization is in a position to influence the judge.

### **Rule 2.6. Ensuring the Right to Be Heard.**

(A) A judge shall accord to every person who has a legal interest in a proceeding, or that person's lawyer, the right to be heard according to law.

#### COMMENT

[1] The right to be heard is an essential component of a fair and impartial system of justice. Substantive rights of litigants can be protected only if procedures protecting the right to be heard are observed.

[2] The judge plays an important role in overseeing the settlement of disputes, but should be careful that efforts to further settlement do not undermine any party's right to be heard according to law.

### **Rule 2.7. Responsibility to Decide .**

A judge shall hear and decide matters assigned to the judge, except when disqualification is required by Rule 2.11 or other law.



**Rule 2.9. Ex Parte Communications.**

(A) **A judge shall not initiate, permit, or consider ex parte communications, or consider other communications made to the judge outside the presence of the parties or their lawyers,** concerning a pending or impending matter, except as follows:

(1) When circumstances require it, ex parte communication for scheduling, administrative, or emergency purposes, which does not address substantive matters, is permitted, provided:

(a) the judge **reasonably believes that no party will gain a procedural, substantive, or tactical advantage as a result of the ex parte communication;** and

(b) the judge makes provision promptly to **notify all other parties** of the substance of the ex parte communication and **gives the parties an opportunity to respond.**

(3) A judge may consult with court staff and court officials whose functions are to aid the judge in carrying out the judge's adjudicative responsibilities, or with other judges, provided the judge makes reasonable efforts to avoid receiving factual information that is not part of the record, and **does not abrogate the responsibility personally to decide the matter.**

(4) A judge may, **with the consent of the parties,** confer separately with the parties and their lawyers in an effort to settle matters pending before the judge.

## **Factual Allegations**

### **I. NCJC 1.1 Judge Kishner is required to comply with Nevada law including the Code of Judicial Conduct, including the code of judicial conduct, but failed to comply by**

- A. not holding any evidentiary hearings in a quiet title dispute as required by [NRS 40.110](#)  
See Jay Young, Nevada Law Blog: [elements of quiet title](#)
- B. in excusing, or requiring, the wrong parties at [6/5/19 trial](#)
- C. not deciding pursuant to [NRS 30.030](#), as limited by [NRS 30.130](#) the superiority of the [NRS 40.010](#) title claim of Nona Tobin, an individual, who holds a [deed recorded on 3/28/17](#), vs. Joel A. Stokes, an individual, with a deed covertly recorded on 5/1/19 to evade judicial ruling on Tobin's claim that Jimijack's [deed recorded on 6/9/15](#) was inadmissible per [NRS 111.345 \(9/23/16 Tobin DECL excerpts; 9/23/16 Tobin DECL and 1/17/17 Tobin DECL\)](#)

### **II. NCJC 1.2 Judge Kishner did not inspire confidence in the judiciary) and NCJC 2.3 did not appear to be impartial of fair when she**

- A. removed me as an individual cross and counter-claimant from the 6/5/19 trial by bench orders at the [5/29/19 hearing](#) of 5/17/19 Coppedge/Mushkin OST motion to withdraw as counsel for Nona Tobin, AS AN INDIVIDUAL, and [4/29/19 MRCN](#) and [5/23/19 RPLY](#) Tobin/Hansen Trust's motion to reconsider 4/17/19 order ([NEO 4/18/19](#)) granting motion for summary judgment as to the quiet title claim of the Hansen Trust made by the cross-defendant HOA that had no interest in the title and the [limited joinder of Nationstar](#) who was judicially estopped from claiming to be the beneficial owner of the disputed Hansen deed of trust
- B. [6/3/19 \(transcript\)](#) and [6/5/19 \(minutes\)](#) bench orders deprived me of my rights to a fair and impartial adjudication by an impartial tribunal with no NRCP 58 compliant order removing me and all documentary evidence from the [6/6/19 trial \(transcript\)](#) until

- 6/24/19 ([NEO 6/24/19](#)) and no NRCP 58 compliant order entered striking my pro se filings until 11/22/19 ([NEO 11/22/19 FFCO annotated](#));
- C. allowed plaintiffs to prevail with ZERO judicial scrutiny of evidence to determine the veracity of their title claims
- i. [Nationstar's claims and dispositions](#),
  - ii. [Jimijack's claims and dispositions](#)
  - iii. [Nationstar evidence not examined](#)
  - iv. without ever ruling on my claims that Jimijack's [deed recorded on 6/9/15](#) was inadmissible per [NRS 111.345 \(9/23/16 Tobin DECL excerpts;](#)  
[9/23/16 Tobin DECL](#) and [1/17/17 Tobin DECL](#))
  - v. 2:08-minute VIDEO "[Is justice blind or just blinded by power or pals?](#)"
- D. failed to rule on my claims that Nationstar had no standing to be in the case and was judicially estopped from claiming to the Hansen deed of trust
- i. 4:52-minute VIDEO [How lender cheat owners out of their homes](#) (PUD Rider)
  - ii. 35:08-minute VIDEO [How Nationstar won without proof](#)
  - iii. NSM disclosed it rescinded its claim to be BANA's successor in interest on 3/12/19, ([NSM 409-411](#)) two weeks after the end of discovery
  - iv. NSM [reconveyed the disputed Hansen deed of trust to non-party Joel A. Stokes](#), an individual, two days before the 6/5/19 trial, instead of to the estate of the deceased borrower but Judge Kishner did not require Nationstar to present a case at trial and would not let me present my case
- E. imposed NRCP 11 sanctions, or not, based on inconsistent application of court rules,
- i. on [4/23/19](#) by striking seven of my [pro se filings](#) rather than allowing my attorney the NRCP 11(a) option to sign them
  - ii. on [4/25/19](#), [6/3/19](#) and 6/5/19 allowing Joseph Hong to evade sanctions for non-compliance with EDCR
  - iii. on 6/3/19 by imposing sanctions fatal to my case for misconduct of opposing counsel outside of my control (refusing to accept 6/3/19 [PMEM](#), 6/3/19 [proposed FFCL](#), 6/3/19 [EDCR 2.67 supplement](#))

**III. NCJC 2.4 prohibits a judge from being swayed by external influences and NCJC 2.6 requires the judge to ensure opportunity to be heard. NCJC 2.7 requires hearing and deciding the assigned cases.**

Based on the facts alleged below, it appears as though Judge Kushner did not fulfill her obligations to impartially hear and decide this case in that she:

- A. allowed Melanie Morgan and Joseph Hong to cover up their fraud on the court by never checking the settlement documents ([5/23/19 Nationstar-Jimijack settlement](#)) that didn't even have any party disputing the title in Judge Kushner's court as signatories (Nona Tobin, an individual, Joel and Sandra Stokes as trustees of Jimijack Irrevocable Trust and Nationstar);
- B. on 4/23/19 letting opposing counsel tell her to not hear my claims
  - i. [MSJ vs. Jimijack](#) (4/10/19, pg. 11-97)
  - ii. [MSJ vs all parties](#) (4/10/19, pg. 230-245)
  - iii. [3/14/19 Complaint to Nevada Attorney General](#) (4/10/19, pg. 99-130)
  - iv. [MSJ vs. all parties](#) (4/24/19 pages 18-30) [MVAC/MSJ TOC](#)
- C. based on an egregious misrepresentation of the court record without checking ANY facts in the court record, i.e.,
  - i. 4/27/17 denial of motion to dismiss me as an individual ([annotated RTRAN pgs 3-13](#)) 2:08-minute [VIDEO excerpt](#); 31:53-minute [full VIDEO](#)
  - ii. [11/15/16 motion to intervene](#) as an individual as trustee was heard by Judge Kushner and granted as written at the 12/20/16 hearing
- D. refused to let my attorney withdraw [after I fired him](#) and then [refusing to sign Judge Barker's order as written](#) that granted my attorney's unopposed motion to withdraw as counsel to Tobin **as an individual** [7/9/19 VIDEO](#)
- E. on 9/3/19 (VIDEO) accepted the "responses" and improper motions of opposing parties that had no factual or legal support instead of requiring they file an EDCR-2.20 complaint opposition to my motion for a new trial and my motion to dismiss for lack of subject matter jurisdiction per NRS 38.310(2)
  - i. [8/7/19 Joseph Hong](#)



- ii. [8/8/19 David Ochoa](#)
- iii. [8/9/19 David Ochoa](#)
- iv. [8/13/19 Joseph Hong](#)

F. Based on accepting these “responses”, Judge Kushner granted their motions to silence me ([NEO 11/22/19](#)) by striking these pro se motions, oppositions, proposed finds of fact and conclusions of law, notice of lis pendens regarding a case outside of Kushner’s department 31 (made by Ochoa for the HOA that had no interest in the title), counter-motion to show cause why opposing counsels should not be sanctioned per NRCP 11.

- i. 7/22/19 [MNTR motion for a new trial per NRCP 54\(b\) and NRCP 59\(a\)\(1\)\(A\)\(B\)\(C\)\(F\)](#)
- ii. 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\(2\)](#)
- iii. 8/7/19 NOLP [Notice of Lis Pendens](#) of case not in Judge Kushner’s court expunged from the property record by Judge Kushner granting the motion to strike by the HOA that had no adverse claim to Tobin for the title
- iv. 8/20/19 OPPTS Tobin pro se [opposition to the HOA motion for attorney fees](#)
- v. vs the nonexistent Hansen Trust
- vi. 8/26/19 [Tobin pro se DECL in support of motions](#) for new trial and motion to dismiss and opposing HOA and Jimijack motions
- vii. 8/26/19 FFCO [Tobin Pro Se proposed findings of fact and order to grant Tobin motion to dismiss for lack of jurisdiction](#)

G. Judge Kushner, wittingly or unwittingly, caused or allowed, the court record to be corrupted by her rulings improperly recording my filings.

- i. Compare the [court record printed on 5/4/19](#) with the [case summaries printed on 12/23/19](#).
- ii. There is no proper record of the court’s actions because there is no record of what was filed.

- iii. Compare the complete erasure of what was filed with [Supreme Court document 19-37846](#) that tracked on 9/10/19 the Clerk's return of my docketing statement by [9/4/19 order 19-37046](#) in appeal [79295](#).
- H. I was not permitted to appeal Judge Kishner's orders even though I was aggrieved because the record is wrong.
- i. NRAP 3A(a) provides that "[a] party who is aggrieved by an appealable judgment or order may appeal from that judgment or order, with or without first moving for a new trial." A party is aggrieved "when either a personal right or right of property is adversely and substantially affected' by a district court's ruling." *Valley Bank of Nev. v. Ginsburg*, [110 Nev. 440, 446, 874 P.2d 729, 734](#) (1994) (quoting *Estate of Hughes v. First Nat'l Bank*, [96 Nev. 178, 180, 605 P.2d 1149, 1150](#) (1980)). "[A] substantial grievance . . . includes '[t]he imposition of some injustice, or illegal obligation or burden, by a court, upon a party, or the denial to him of some equitable or legal right.'" *Las Vegas Police Prot. Ass'n Metro, Inc. v. Eighth Judicial Dist. Court*, [122 Nev. 230, 240, 130 P.3d 182, 189](#) (2006) (quoting *Esmeralda Cnty. v. Wildes*, 36 Nev. 526, 535, 137 P. 400, 402 (1913)).  
*Golden Gaming, Inc. v. Corrigan Mgmt., Inc.*, No. 61696, at \*7 (Nev. Mar. 26, 2015)
  - ii. I have been forced to appeal repeatedly with a 100% failure rate because of Judge Kishner's insistence that I was never a party. ([Tobin 4 appeals TOC](#)) ([Tobin 4 appeals \(1528 pages\)](#))
- I. [11/22/19 order](#) from the 9/3/19 hearing states on page 4, paragraph 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](#).

**IV. NCJC 2.9 states (A) A judge shall not initiate, permit, or consider ex parte communications, or consider other communications made to the judge outside the presence of the parties or their lawyers**

**No exception applies to excuse Judge Kishner's actions on 4/23/19.**

In fact, the consequences of Judge Kushner's ex parte decisions were fatal to my case and allowed my opponents to conceal that neither one of them had any evidence to support their claims. See

[“When all declarations under oath support Nona Tobin’s claims, why does she keep losing?”](#)

NCJC 2.9 exception

...ex parte communication... is permitted, provided:

- (a) The judge reasonably believes that no party will gain a procedural, substantive, or tactical advantage as a result of the ex parte communications
- (b) The judge makes provision promptly to notify all other parties of the substance of the ex parte communication and gives the parties an opportunity to respond

A. [Ex parte complaint](#)

B. Ex parte [complaint table of contents](#)

C. [Ex parte 436-page exhibit](#)

D. Judge Kushner never gave an opportunity to respond. In fact, when I confronted her about it on 9/3/19, she stated ([9/3/19 annotated transcript](#)):

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

(Page 36, line 21)

E. Judge Kushner went out of her way to meet with Melanie Morgan and Joseph Hong on 4/23/19 after they served notice on 4/15/19 and 4/22/19 that the 4/23/19 hearing was continued by Judge Kushner's ex parte order to 5/7/19.

- i. [4/15/19 SAO](#) Judge Kushner's ex parte order
- ii. [4/22/19 NTSO](#) Judge Kushner's ex parte order
- iii. 1:04-minute VIDEO [“What exactly did judge Kushner know?”](#)
- iv. 2:24-minute VIDEO [“What does it take to get disbarred in Nevada?”](#)





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Attach Additional Pages as Necessary

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(Revised 12/28/2015)



January 26, 2021

Nona Tobin, President  
Fight Foreclosure Fraud, Inc.  
2664 Olivia Heights Ave.  
Henderson NV 89052

To: Nevada Commission on Judicial Discipline  
State Government Office  
Carson City NV 89702  
(775) 687-4017

Re: Complaint vs. Hon. Joanna Kishner  
Department XXXI, CR 12b  
8<sup>th</sup> Judicial District Court  
Regional Justice Center  
200 Lewis Ave  
Las Vegas NV 89155  
(702) 671-3634

Nona Tobin, under penalty of perjury, states as follows:

I have personal knowledge of the facts stated herein, except for those facts stated to be based upon information and belief. If called to do so, I would truthfully and competently testify to the facts stated herein, except those facts stated to be based upon information and belief. I make this declaration in support of a complaint of judicial misconduct against Judge Joanna Kishner.

## **Context for the case and the complaints**

Judge Kushner (NCJC 2.9 ex parte communications; NCJC 2.6 imposing sanctions without providing an opportunity to be heard; NCJC 2.7 not hearing/deciding; NCJC 1.1 not complying with the law, acting outside of her jurisdiction)

[NJDC Complaint Form vs. Judge Joanna Kushner](#), dated 1/6/21

[Relevant Provisions of Nevada Code of Judicial Conduct](#)

Complaints versus opposing counsels Melanie Morgan, #8215 and Joseph Hong, Nevada Bar #5595 will be filed with the Nevada State Bar Ethics & Discipline Panel (6.1 False statements, fraud and misrepresentations) and 6.31(b) ex parte communications with a judge with the intent to affect the outcome of a proceeding and causes serious or potentially serious harm to a party...

[ABA Standards for Lawyer Sanctions](#)

## **Fraudulent HOA foreclosure by unjustly enriched agents**

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

[HOA debt collectors wield an unlawful level of power](#) (2-page email)

[The house that took over a life](#) 1/14/18 (3-page blogpost)

3/18/17 [What lawsuit?](#) (2-page campaign white paper as 2017 HOA Board candidate)

3:50-minute VIDEO [What evidence supports Nona Tobin's claims: Craig Leidy declaration](#)

2:28-minute VIDEO [What happened after Sun City Anthem refused Nona Tobin's 2017 offer to settle at no cost?](#)

[The foreclosure was fatally flawed](#) (3-page list of legal deficits in notice and due process required for an HOA sale and falsified and misrepresented disclosures)

[Table of violations](#) (5-pages) covering the same ground of why the 8/15/14 sale was void for fraud, unfairness and oppression

## **RICO and mortgage servicing fraud**

AB 284 (2011) Nevada anti-foreclosure fraud law ([4-page M. Conklin talking points](#)) ([Legislative digest](#))



2012 National Mortgage Settlement Agreement

[12/7/20 50-state mortgage servicing settlement and consent order with Nationstar Mortgage LLC](#)  
(108 pages)

[12/16/20 complaint to the Nevada Mortgage Lending Division \(20 pages\)](#)

[12/16/20 complaint to the Nevada Mortgage Lending Division \(692 pages\)](#) – no case number or investigator has been assigned as yet

4:52-minute VIDEO [How lender cheat owners out of their homes](#) (PUD Rider)

35:08-minute VIDEO [How Nationstar won without proof](#)

4:50-minute VIDEO *Nationstar pulled another fast one*

3/22/17 Nona Tobin's [offer to Sun City Anthem to settle at no cost](#) (2 pages with 19 pages backup) that was [rejected by attorney David Ochoa without legal authority](#) (12 pages)

### **The confluence of fraud by lenders and HOA debt collectors and vulture investors**

...has resulted in the abuse of the HOA quiet title litigation process in Nevada (and, based on information and belief, in the other 21 states that have HOA liens with super priority), as a means to trick the courts into allowing lenders to confiscate properties to collect on debts that are not owed to them. This fraud is enabled by predatory debt collectors and speculators in the know who are also unjustly enriched by the conspiracy to take advantage of homeowners who do not know their rights, or do not have the wherewithal to sustain a protracted court fight such as I have been forced to mount.

[HOAsuperprioritylien.com](#) 2017 UNLV Lied Institute/ NV Association of Realtors study website – study of 611 HOA foreclosures between 2011-2015 *that somehow missed 17 foreclosures of Sun City Anthem properties, but I'll get to that later.*

### **If my case is any indication, state courts nationwide have been overwhelmed by corrupt attorneys**

[How debt collectors are transforming the business of state courts](#) – Pew study (44-pages)

[We can learn a lot from this Spanish Trial HOA case](#) (8-pages related to the tricks these

attorneys play on the courts to cover up their theft of tens of millions of dollars in attorney trust funds and the way the lender may change, but the crooked attorneys stay the same)

### [YouTube channel Judicial Jiu-Jitsu](#)

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

2:40-minute VIDEO, “[Nevada Attorney General ford, what does it take to get disbarred in Nevada?](#)”;

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](#)”

1:56-minute VIDEO “[All declarations under penalty of perjury support Nona Tobin](#)”

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

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](#)”

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

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](#)””

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

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

See Court hearing playlist on my [YouTube channel Judicial Jiu-Jitsu](#)

...that includes all the videos from 9/29/16 to 11/0/20 in three related district court cases.

Listed here is just a partial list related to the ex parte communications charge and failure to hear/decide charges

### **Partial Court Hearing List**

31:54-minute VIDEO [4/27/17 hearing of all pending motions](#)

2:08-minute VIDEO [4/27/17 hearing excerpt](#) of Judge Kishner order denying [HOA 3/22/17 motion to dismiss](#) me as an individual for not having an attorney

28:58-minute VIDEO [4/23/19 ex parte "hearing"](#)

1:05-minute 4/23/19 excerpt [What did Judge Kishner know?](#)

5:53-minute VIDEO ["Joseph Hong's big ex parte lies"](#)

19:09-minute VIDEO [4/25/19 HEARING 19:09-minute](#) VIDEO when Judge Kishner told us there had been a hearing, she struck my filings and she denied Joe's motion to withdraw

50:42-minute VIDEO [Bench trial day 2](#) 6/6/19 where none of my claims as an individual were adjudicated and all documentary evidence was excluded

33:03-minute VIDEO [6/3/19 calendar call 33:03-minute](#) where Judge Kishner imposed a lopsided order to exclude all documentary evidence from the trial when I was the only one who had any evidence

## **Judge Kishner's alleged violations of the Canons of Judicial Conduct**

1. Judge Kishner did not fairly adjudicate any party's claims<sup>1,2, 3</sup> in consolidated cases A-15-720032-C<sup>4</sup> and A-16-730078-C.<sup>5</sup>
2. Judge Kishner decided matters without ANY judicial scrutiny of my verified, corroborated evidence<sup>6</sup> or my opponents' fraudulent, unverified claims<sup>7, 8</sup>

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<sup>1</sup> [Nationstar's filed claims \(1/11/16 COMP & 6/2/16 AACC\) and their dispositions \(2/20/19 SODWOP, 3/12/19 ANEO caption reform & 5/31/19 SODW\)](#) (260 pages)

1.2 Nationstar was allowed to prevail without adjudication (29 pages)  
[Fraud on the court](#) (63 pages)

<sup>2</sup> [Jimjack's filed claims \(6/16/15 COMP\) and their dispositions \(10/16/15 JDDE, 3/12/19 ANEO caption reform\)](#) (21 pages)

<sup>3</sup> [Nona Tobin's filed claims and dispositions](#) (4-page table of contents)

[TOBIN VS. SUN CITY ANTHEM DOES & ROES](#) (131 pages)

[TOBIN VS. JIMIACK](#) (59 pages)

[TOBIN VS. YUEN K. LEE DBA F. BONDURANT LLC](#) (45 pages)

[TOBIN VS. THOMAS LUCAS dba OPPORTUNITY HOMES](#) (166 pages includes 4/27/17 transcript)

31:54-minute VIDEO [4/27/17 hearing of all pending motions](#)

2:08-minute VIDEO [4/27/17 hearing excerpt](#) of Judge Kishner order denying [HOA 3/22/17 motion to dismiss](#) me as an individual for not having an attorney

<sup>4</sup> [Case summary A-15-720032-C](#)

[Case summary A-15-720032-C annotated](#)

[2015-2020 A-15-720032-C orders](#) (209 pages)

[2015-2020 A-15-720032-C minutes](#) (38 pages)

<sup>5</sup> [Register of Actions A-16-730078-C](#)

[Register of Actions A-16-730078-C annotated](#)

<sup>6</sup> "[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.

"[SCA Board did not comply with HOA meeting laws](#)" (9-page post based on HOA's verified Board minutes)

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

<sup>7</sup> "[Disputed facts in Red Rock Foreclosure File disclosed as SCA 176-643](#)" 7-page blogpost with links to disputed facts alleged by the HOA about how Red Rock conducted the sale;

"[RRFS Claims vs. Actual](#)" (12 pages with links)

[Table of violations related to the HOA sale](#) (5 pages)

<sup>8</sup> [Nationstar's evidence was never examined](#) (7 pages)



3. (2.9 ex parte communications) Judge Kushner met ex parte<sup>9</sup> with opposing counsels, Joseph Hong and Melanie Morgan, after notice was served<sup>10</sup> that the 4/23/19 hearing had been continued to 5/7/19.<sup>11</sup>
4. Hong and Morgan's fraudulent, self-serving misrepresentations of the court record<sup>12</sup>, made at the 4/23/19 ex parte meeting, caused Judge Kushner to issue bench orders sua

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<sup>9</sup>Rule 2.9 Ex Parte Communications by Judge Kushner with opposing counsels Joseph Hong & Melanie Morgan [2.9 EX PARTE EXHIBITS TABLE OF CONTENTS](#) (7-pages)  
[2.9 EX PARTE EXHIBITS](#) (436 pages)  
[4/23/19 ex-parte "hearing" minutes](#),  
[4/23/19 annotated transcript](#),  
[4/23/19 RTRAN](#) filed transcript;

28:58-minute VIDEO [4/23/19 ex parte "hearing"](#)  
1:05-minute 4/23/19 excerpt [What did Judge Kushner know?](#)

<sup>10</sup> 3/22/19 CNOH [clerk's notice of 4/23/19 hearing](#) was the only clerk's notice of hearing related to 4/23/19  
4/15/19 SAO [ex parte stipulation and order to continue 4/23/19 hearing to 5/7/19](#) and extend Jimijack's time to file  
an opposition to 4/26/19;  
4/22/19 NTSO [notice of entry of order to continue 4/23/19 hearing to 5/7/19](#)

<sup>11</sup> "Extrinsic fraud usually arises when a party is denied a fair adversary hearing because he has been 'deliberately kept in ignorance of the action or proceeding, or in some other way fraudulently prevented from presenting his claim or defense.'" (*Kulchar v. Kulchar* (1969) [1 Cal.3d 467, 471.](#))" *Ung Tiong Ung v. Headman*, H042617, at \*10 (Cal. Ct. App. Apr. 14, 2017) [4/22/19 NTSO](#) notice of entry of 4/12/19 judge Kushner order to continue hearing;

Extrinsic fraud consists of fraud which prevents the opposing party from knowing its rights or defenses, or from having a fair opportunity to present them at trial. A judgment obtained by extrinsic fraud may later be set aside. *Murphy v. Murphy*, [65 Nev. 264, 193 P.2d 850](#) (1948); *Lauer Et Al. v. District Court*, [62 Nev. 78, 140 P.2d 953](#) (1943). *Muscelli v. Muscelli*, 96 Nev. 41, 42 (Nev. 1980)

<sup>12</sup> 5:53-minute VIDEO "[Joseph Hong's big ex parte lies](#)"

sponte to strike from the court record unheard seven pro se documents I filed between 4/9/19-4/17/19.<sup>13</sup> There were motions for summary judgment that were never heard.<sup>14</sup>

5. These ex parte bench orders, that prevented me from presenting my case, were actually a NRCP 11(c) sanction imposed sua sponte, without notice<sup>15</sup> and an opportunity to be heard, solely because my counsel had not filed a motion to withdraw.<sup>16</sup>
6. My attorney, Joe Coppedge, was not given the NRCP 11(a) opportunity to correct the problem by signing the notices, motions and oppositions.<sup>17</sup>
7. Judge Kishner did not hear my motion to vacate her 4/17/19 order.<sup>18</sup>

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<sup>13</sup> a) my 4/9/19 (duplicated in error on 4/12/19) [NOTA](#) notice of appearance to return to my Pro Se status,  
b) my 4/9/19 (duplicated in error on 4/12/19) [NOTC](#) notice of completion of mediation by myself as an individual and as the trustee of the Gordon B. Hansen Trust, dated 8/22/08,  
c) my 4/10/19 (duplicated in error on 4/12/19) [OPPC](#) opposition to Nationstar Mortgage's motion for summary judgment vs. Jimijack and counter motion for summary judgment (which I know now should have been labeled a joinder) and  
d) my [4/17/19 reply](#) that included 600+ pages of exhibits ([TOC of exhibits](#))  
[2.9 EX PARTE EXHIBITS OF PRO SE DOCUMENTS STRICKEN ON 4/23/19](#) (963 pages)

<sup>14</sup> [Dispositive motions that were never heard list and links](#)

<sup>15</sup> Where the clerical error does not appear on the face of the record, but must be proved by other evidence, however, "notice of a motion to correct such an error is necessary if substantial rights are involved." ( *Id.* at p. 830.) Because the asserted error did not appear on the face of the record and Judge Blake had no personal knowledge of it, and because it affected substantial rights (the timeliness of the new trial motion and the appeal), "notice of a motion to correct the alleged error should be a jurisdictional requirement." ( *Ibid.*) A determination whether the clerk made an error in recording the filing date required a factual determination from potentially conflicting evidence. "In such a situation, the right to a notice and hearing is obvious." ( *Ibid.*) The court concluded Judge Blake's ex parte order was void on its face. ( *Ibid.*) *York v. Black*, 176 Cal.App.4th 36, 44 (Cal. Ct. App. 2009)

<sup>16</sup> "[P]rocedural due process 'requires notice and an opportunity to be heard.'" (quoting *Maiola v. State*, [120 Nev. 671, 675, 99 P.3d 227, 229](#) (2004))." *Torremolinos Family Tr. v. JP Morgan Chase Bank*, No. 74850-COA, at \*6 (Nev. App. Apr. 24, 2019)

<sup>17</sup> [4/23/19 MINUTES](#), [4/23/19 TRANSCRIPT](#); [4/23/19 HEARING VIDEO](#).  
[NRCP 11](#) a) ... The court must strike an unsigned paper **unless the omission is promptly corrected after being called to the attorney's or party's attention.**

[4/25/19 MINUTES](#), [4/25/19 TRANSCRIPT](#); [4/25/19 HEARING 19:09-minute VIDEO](#) when Judge Kishner told us there had been a hearing, she struck my filings and she denied Joe's motion to withdraw

<sup>18</sup> [4/24/19 MVAC and MSJ](#)

8. Judge Kishner did not hear my motion for a new trial pursuant to NRCP 54(b) and NRCP 59(a)(1)(A)(B)(C)(F)<sup>19</sup>
9. Judge Kishner did not hear my motion to dismiss pursuant to NRS 38.310(2) when I was the only party that was compliant with NRS 38.310, in both my capacities, but she declared my motion and three notices of completion of mediation stricken from the record.<sup>20</sup>
10. Judge Kishner did not hear my motion to intervene as an individual<sup>21</sup> pursuant to NRCP 24(a)(2) given that NRS 30.130 prohibits orders damaging to a party<sup>22</sup> to
11. Judge Kishner modified Judge Barker's order granting the Coppedge-Mushkin 6/17/19 unopposed motion to withdraw rather than sign it as written.<sup>23</sup>
12. Nona Tobin, as an individual that were not appealable.<sup>24</sup>

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<sup>19</sup> [7/22/19 MNTR motion for a new trial](#) pursuant to NRCP 54(b) and NRCP 59(a)(1)(A)(B)(C)(F)

<sup>20</sup> [7/29/19 MTD motion to dismiss](#) for lack of jurisdiction pursuant to NRS 38.310(2) [4/9/12 NOTC](#), [4/12/19 NOTC](#), [7/26/19 NOTC](#) notices of completion of mediation were stricken by bench orders at the 4/23/19 hearing and the 9/3/19 hearing

<sup>21</sup> [Motion to intervene](#) prior to the issuance of the order from a trial from which I had been excluded and [declaration under penalty of perjury](#) in support were both ignored

<sup>22</sup> **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.

<sup>23</sup> [7/9/19 hearing minutes](#)  
 6/17/19 MWCN [motion to withdraw as counsel](#)  
 7/1/19 RIS [Tobin reply in support of Coppedge withdrawal for counsel of Nona Tobin, the individual](#) (14 pages)  
 4/16/19 Tobin to Coppedge [email giving direction to file a motion to withdraw](#) (3 pages)  
[Judge Barker's order as modified by Judge Kishner](#)

<sup>24</sup> 9/3/19 [Annotated transcript](#)  
 9/3/19 [Recorder's transcript: Nona Tobin's motion to dismiss per NRS 38.310\(2\) and Nona Tobin's motion for a new trial per NRCP 54\(b\) and NRCP\(a\)\(1\)\(A\)\(B\)\(C\)\(F\)](#)  
[9/4/19 Supreme court order returned my docketing statement unfiled](#)  
 4/30/20 Supreme court order

13. Judge Kishner allowed Plaintiffs to prevail without putting on a case at all, let alone meeting their burden of proof, allowed opposing counsels to conceal their clients', and their personal, criminal conspiracy by never ruling on my claims that were central to the quiet title dispute, i.e.,
14. that my 3/28/17 deed as an individual was superior<sup>25</sup> to Jimijack's fraudulently executed and notarized deed<sup>26</sup>, inadmissible per NRS 111.345;
15. that Nationstar's claims to own the beneficial interest in the disputed Hansen deed of trust were provably false<sup>27</sup>;
16. that Nationstar's conflicting claims made it judicially estopped from asserting a claim to collect on a debt it was not owed; and
17. that the HOA sale was void in its entirety due to rejection of assessments that cured the default, statutory noncompliance, failure to provide mandated due process and other reasons involving fraud, unfairness and oppression. <sup>28</sup>
18. Judge Kishner, without consideration of any verified evidence, granted cross-defendant Sun City Anthem's unwarranted (as the HOA did not have any interest in the title), unsupported motion for summary judgment on the Hansen Trust's quiet title claim ONLY (when the Hansen Trust did not have any interest in the title after 3/28/17<sup>29</sup>, and I

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<sup>25</sup> [MSJ vs. Jimijack](#) (unheard)

<sup>26</sup> [4/10/19 MSJ vs. Jimijack](#) (pages 11-22 of 4/10/19 OPPC stricken)

<sup>27</sup> 4/10/19 OPPC pages 131-229 [MSJ against all parties](#) I drafted for consideration at the 3/26/19 hearing, but that my attorney did not file

<sup>28</sup> Ombudsman HOA foreclosure notice of sale [compliance records for 17 Sun City Anthem or Jimijack properties](#) (30 pages) (These Nevada compliance records were excluded from evidence by Judge Kishner on 3/26/19 as unverified, and again, after they were authenticated by the Custodian of Records, on 5/29/19)

<sup>29</sup> [Standing as an individual exhibits](#) (840 pages)

had five other causes of action that were never heard) and Nationstar's fraudulent limited joinder (falsely claiming that the HOA sale was fair to take my rights but not fair to extinguish Nationstar's fraudulent interest).

19. Judge Kishner was oblivious to the facts that both the MSJ and the limited joinder were filed for the improper purpose of obstructing judicial scrutiny of the evidence I possess regarding the fraudulent conduct of the sale and the unjust enrichment of Jimijack, Nationstar, and the HOA's agents, attorneys, and managers.<sup>30</sup>

20. Judge Kishner's failure to review the Jimijack-Nationstar settlement documents

21. Judge Kishner's orders that have damaged me personally close to a million dollars were deemed unappealable by the Nevada Supreme Court in case [79295](#) by orders issued of 9/4/19 and 4/30/20.<sup>31</sup>

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<sup>30</sup> 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)

<sup>31</sup> [Case view four Tobin appeals annotated](#) (12 pages)



22. The appeal case is progressing with me as the appellant as the trustee of the Gordon B. Hansen Trust, dated 8/2/08 the Court of Appeals on 8/27/20, but I do not believe that Judge Kushner could fairly adjudicate it if remanded for further proceedings.
23. Judge Kushner refused to adjudicate my crossclaims and counterclaims, filed on 1/31/17, 2/1/17, and 2/1/17,<sup>32</sup> at the 6/5/19 trial,<sup>33</sup> from which all documentary evidence was excluded by an abusive, disproportionate, unfounded NRCP 11 sanction,<sup>34</sup> that was supposed to determine the NRS 40.010 quiet title dispute following the 8/15/14 HOA foreclosure of 2763 White Sage.
24. Nevertheless, I couldn't get my claims heard on appeal because the Supreme Court said Judge Kushner had not granted me leave to be a defendant in intervention in her court, but I couldn't get my case heard on its merits by becoming a Plaintiff before the five-year statute of limitations ran out. I filed my first complaint on 8/7/19, A-19-798990-C, against different defendants with adverse claims that were not adjudicated by Judge Kushner.
25. Judge Susan Johnson, Department XXII, dismissed all claims vs. all defendants with prejudice under the doctrines of nonmutual claims preclusion and res judicata because

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<sup>32</sup> [2.6 2.7 Tobin claims not heard](#) (9 pages);

[2.7 4/24/19 MVAC and MSJ](#) pro se motion to vacate 4/17/19 order per NRCP 60 (b) (3) fraud on the court and motion for summary judgment vs. all parties (74 pages)

[Linked list of dispositive motions not decided](#) (1 page)

<sup>33</sup> 50:42-minute VIDEO [Bench trial day 2](#) where none of my claims as an individual were adjudicated

<sup>34</sup> [6/3/19 calendar call minutes](#)  
[6/3/19 calendar call transcript](#)  
[6/3/19 calendar call 33:03-minute](#) VIDEO

Nona Tobin, an individual, was in privity with myself as Nona Tobin, the trustee of the Hansen Trust that I closed on 3/28/17. See [1/8/21 case 82294 appeal statement](#).<sup>35</sup>

26. Judge Johnson added two gratuitous sua sponte orders to sanction me (\$3,455 per EDCR 7.60(1) and/or (3) (See [12/9/20 82094 docketing statement](#)) and \$8,949 per NRS 18.010(2)) See [1/19/21 82234 docketing statement](#)) for filing a new quiet title and unjust enrichment complaint to reclaim the \$500,000 house that was stolen from me, \$600,000+ lost rental income, \$100,000+ attorney fees, \$60,000+ in excess proceeds from the sale that Red Rock Financial Services has unlawfully retained for the past 6+ years.
27. Judge Johnson's orders are being appealed in cases [82094](#), [82234](#), and [82294](#) and are currently assigned to settlement mediator, Kathleen M. Paustian for a mediation scheduled on 2/5/21. Since none of my opponents have acted in good faith and I am accusing them of fraud on the court and criminal fraud against me, settlement is unlikely.
28. I intend to make a complaint against Judge Johnson within the next week.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Dated this 26<sup>th</sup> day of January, 2021.



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Nona Tobin, President  
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Henderson NV 89052  
(702) 465-2199  
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<sup>35</sup> [Case view four Tobin appeals annotated](#)



ALL DECLARATIONS UNDER PENALTY OF PERJURY SUPPORT NONA  
TOBIN'S CLAIMS.

1. [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.
  - a. At the same 3/26/19 hearing 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](#))
  - b. 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.
  - c. 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](#)).
  - d. 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.

- e. 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.**

2. [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. 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](#)).
3. [1/17/17 Nona Tobin](#) declaration regarding failed attempts to get a notary record for the defective Jimijack deed
4. [11/5/18 Irma Mendez re Joel Just](#), 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 called at trial, but Judge Kishner 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 Kishner rejected out of hand at the 6/3/19 calendar call ([6/3/19 minutes](#), [6/3/19 RTRAN](#), [6/3/19 VIDEO](#))
5. [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,

1/28/21 addendum

TOBIN. 0489

dated 8/22/08, Nona Tobin, Successor Trustee". This declaration is significant for two reasons:

- a. 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"
  - b. 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.
6. [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 ([9/29/16 minutes](#), [9/29/16 RTRAN](#), [9/29/16 VIDEO](#) (14:58 minutes). See [9/23/16 AFFD relevant points](#).
  7. [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 video3:50-minute VIDEO "[What evidence supports Nona Tobin's claims?](#)"
  8. [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](#).

9. [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
  - a. [Linked table of contents of exhibits](#)
  - b. [3/26/19 AG email response](#) was that the complaint had been referred to “*the appropriate investigative unit within the Office of the Attorney general for review*” and that I would be contacted if they had any questions.
  - c. [12/4/20 AG email response](#) rejected the complaint as outside of the AG’s jurisdiction “*After careful review, it had been determined your complaint references allegations beyond the jurisdiction of this office.*”
  
10. [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](#)).
  
11. [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](#))
  
12. [12/16/20 DECL \(20 pages\)](#) Nona Tobin complaint to the Mortgage servicing division vs. Nationstar and its attorneys has
  - a. [692 pages in its full form](#)
  - b. 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.

1/28/21 addendum



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

By Judge Kishner's refusal to look at the evidence and her unfounded insistence that there were no disputed material facts surrounding the conduct of the HOA sale based on her ex parte 4/23/19 meeting with opposing counsels, Judge Kishner

14. declared [stricken from the record my seven pro se](#) filings - oppositions, joinders, motions for summary judgment and notices- filed between 4/9/19-4/17/19 because my attorney had not filed a motion to withdraw,<sup>1</sup>
15. ignored my [4/24/19 MVAC/MSJ](#) motion to vacate her 4/18/19 order and motion for summary judgment against all parties,
16. denied my motion for reconsideration based on 509 pages of filed evidence in her [5/31/19 order](#),

- 
1. <sup>1</sup> 4/9/19 [Tobin/Hansen Trust Notice of completion of mediation](#)
  2. 4/9/19 [Tobin Notice of appearance to return to Pro Se status](#)
  3. 4/10/19 [Tobin Opposition to Nationstar's motion for summary judgment against Jimijack and countermotion for summary judgment](#)
  4. 4/12/19 19 [Tobin notice of appearance to return to Pro Se status as an individual](#) (duplicate filed in error)
  5. 4/12/19 [Tobin/Hansen Trust Notice of completion of mediation](#) (duplicate filed in error)
  6. 4/12/19 [Tobin OPPC vs Nationstar and Jimijack](#) (duplicate filed in error)
  7. 4/17/19 [Tobin reply to support joinder to Nationstar motion for summary judgment](#)
- 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.

Page 4, paragraph 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.

1/28/21 addendum

TOBIN. 0492

17. accepted without review of the settlement documents 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
18. ordered on 6/3/19 that all documentary evidence must be excluded from the trial,
19. 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](#)
20. 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

21. 7/22/19 [MNTR motion for a new trial per NRCP 54\(b\) and NRCP 59\(a\)\(1\)\(A\)\(B\)\(C\)\(F\)](#)
22. 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\(2\)](#)
23. 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
24. 8/26/19 FFCO [Tobin Pro Se proposed findings of fact and order to grant Tobin motion to dismiss for lack of jurisdiction](#)
25. 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

**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.**

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

No documents filed by parties opposing Nona Tobin in cases A-15-7220032-C, A-16-730078-C, Nevada Supreme Court appeal 79295 or A-19-798990-C were verified, corroborated, or supported by affidavits under oath.

Listed here are examples of what my opponents presented as verified evidence Presented as evidence but lacking any sworn affidavit authenticating the records or stating that they are accurate, authorized, true or complete

1. [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](#))
2. 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 NRCF 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.
3. 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

1/28/21 addendum

TOBIN. 0494

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](#)

4. 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 Terilyn 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.**

## **Conclusion**

The evidence supporting my claims is overwhelming, and there is virtually nothing supporting the claims of my opponents.

I am exhausted by my attempts to articulate what I consider to be a massive failure of the judicial system to ensure a fair adjudication of a quiet title dispute.

1/28/21 addendum

TOBIN. 0495

I feel the discouragement and frustration of being a Cassandra.

I feel the sense of futility the New York Times cataloguers of [The Complete List of Trump's 2015-1/8/21 Twitter insults](#) (134 pages) must have felt.

No matter how overwhelmingly one-sided the evidence is to support my claims, it is still probable - not just possible, but overwhelmingly probable – that many, many people – including those with the sworn duty to enforce the law and protect the Constitution by weighing, and acting on, the verified evidence – will still ignore ALL the evidence and keep believing in a reality based on “alternative facts”.

I am begging you, Nevada Commissioners for Judicial Discipline, to look at the evidence and act according to your oath of office. Do not sweep this under the rug.

Here is a link to my [333-page rough draft](#) of my complaint which has a linked table of contents. I can't do any more.

Thank you for your prompt consideration.

Prepared on January 28, 2021

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing, and everything I say in all of these documents is true, correct, accurate as complete as I can make it.

Dated this 28<sup>th</sup> day of January, 2021.



---

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

# JIMIACK CLAIMS/DISPOSITIONS

- A. [6/16/15 Jimijack COMP](#) vs. Bank of America, Sun City Anthem, DOEs & ROEs A-15-70032-C
- B. [10/16/15 JDDF](#) Judgment of default vs. B of A (No NEO)
- C. [3/12/19 ANEO](#) caption reformed to remove Jimijack's claims vs. Sun City Anthem and vs. DOEs & ROEs



# NATIONSTAR CLAIMS/DISPOSITIONS

- A. [1/11/16 Complaint](#) Nationstar vs Opportunity Homes LLC & DOEs & ROEs A-16-730078-C (No OpHomes answer)
- B. [6/2/16 AACC](#) Nationstar answer/counter-claim vs. Jimijack was answered on [3/25/19 RCCM](#) (No Jimijack counterclaims vs. NSM)
- C. [2/20/19 NTSO](#) Nationstar stipulated to dismissing its claims vs. all but Jimijack A-15-720032-C
- D. [3/12/19 ANEO](#) caption reformed to remove Nationstar's claims vs. DOEs & ROEs
- E. [5/31/19 NESO](#) Nationstar dismissed its claims vs. Jimijack with prejudice A-16-730078-C

**Nona Tobin, an individual, & trustee of the Gordon B. Hansen Trust, dated 8/22/08,  
 Cross-claimant, Defendant in intervention  
 vs.  
 Sun City Anthem Community Association, Inc.,  
 Cross-defendant  
 and  
 DOES 1-10 and ROE corporations 1-10, inclusive**

1/31/17 [Nona Tobin Cross claim for quiet title vs Sun City Anthem and DOEs and ROEs](#) for quiet title & equitable relief (non-compliance with statutes) (HOA and HOA agents), procedural due process (noncompliance with governing documents) (HOA and HOA agents), civil conspiracy (HOA agents), fraudulent concealment (HOA agents), unjust enrichment (HOA agents), breach of contract (HOA agents).

See [1/31/17 CRCM pages 2-3 for description of HOA agents](#) Note #8, lines 18-23

1 NONA TOBIN, an individual, Trustee of the  
 2 GORDON B. HANSEN TRUST, dated  
 3 8/22/08  
 4  
 5 Cross-Claimant,  
 6 vs.  
 7 SUN CITY ANTHEM COMMUNITY  
 8 ASSOCIATION, INC., DOES 1-10, and ROE  
 9 CORPORATIONS 1-10, inclusive,  
 10  
 11 Cross-Defendants.  
 12  
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**CROSSCLAIM**

COMES NOW, Defendant-In-Intervention/Cross-Claimant, NONA TOBIN, Trustee of the Gordon B. Hansen Trust, (hereinafter "*Cross-Claimant*" or "*TOBIN*"), in proper person, and hereby submits her cross claim for quiet title against SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC ("*Cross-Defendant*" OR "*HOA*") as follows:

**I.**

**PARTIES**

1. Cross-Claimant, NONA TOBIN, is an Individual, and is a resident of Sun City Community Association, Inc. (Herein "*HOA*") Henderson, Nevada. TOBIN is a both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein "*GBH TRUST*"), dated 8/22/08, the titleholder of the Subject Property at the time of the disputed foreclosure sale (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

2. Cross-Defendant, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC is a Nevada Non-profit Corporation formed under NRS 82 and operating under NRS 116. The HOA managed its business entirely through HOA AGENTS under contract from inception until the

1 HOA went to self-management on April 1, 2016.  
 2  
 3 3. There were two companies under contract during all times relevant to this claim: a)  
 4 RMI Management, LLC ("*RMI*") pursuant to the February 26, 2010 HOA Management contract  
 5 signed by Kevin Wallace, RMI President; and b) FirstService Residential, Nevada, LLC ("*FSR*")  
 6 pursuant to the March 31, 2014 HOA Management contract to provide exclusive management  
 7 agency.  
 8  
 9 4. The HOA signed a contract on April 27, 2012 with "Red Rock Financial Services, a  
 10 FirstService Residential Management Company" to be its authorized agent for debt collection  
 11 and as its trustee for foreclosure proceedings".  
 12  
 13 5. Notably, prior to April, 2012, Red Rock Financial Services (Herein "*RRFS*") handled  
 14 these functions, but only pursuant to HOA Board policy dated 7/1/09;  
 15  
 16 6. RRFS has never defined itself in any relevant debt collection or foreclosure  
 17 documents related to this case, as Red Rock Financial Services, LLC" which is a separate legal  
 18 entity registered with the Nevada Secretary of State as a foreign corporation approved to conduct  
 19 business in Nevada since August 29, 2011; and  
 20  
 21 7. Since 2006, FSR has carried the only NRS 649 debt collector license d/b/a Red Rock  
 22 Financial Services.  
 23  
 24 8. RMI, FSR and RRFS will be referred to herein collectively as "*HOA AGENTS*".  
 Distinguishing their legal status, conformance with HOA contracts and fiduciary duty, regardless  
 of overlapping fictitious names and licensing, is left to the HOA to determine. This  
 determination will only be necessary if the HOA decides to align itself with HOA Agents against  
 Cross-Claimant TOBIN's motion to void the HOA sale as fraudulently conducted by HOA  
 Agents usurping the HOA's authority.  
 9. Counter-Defendants DOES 1-10, and ROE CORPORATIONS 1-10 are unknown at

[TOBIN VS. Sun City Anthem DOES & ROES](#) (131 pages)

[9/20/17 NTSO](#) Stipulation and order to withdraw Tobin 3/31/17 motion to void the sale and SCA 3/31/17 opposition to motion to void the sale and to dismiss all Tobin claims except quiet title pending the completion of mediation

[4/20/18 XCAN](#) cross-defendant SCA response to Tobin 1/31/17 CRCM

[4/18/19 NEO](#) order granting SCA [2/5/19 motion for summary judgment](#) vs. the Hansen Trust only as to the first cause of action for quiet title only. No MSJ was filed by SCA vs. Nona Tobin, an individual

1 Cross-Defendant SUN CITY ANTHEM COMMUNITY ASSOCIATION (hereafter  
2 "HOA") by and through its counsel of record LIPSON NEILSON P.C., hereby submits its  
3 Motion for Summary Judgement as to claims by Nona Tobin, as Trustee of the Gordon  
4 B. Hansen Trust ("Tobin").

5 This Motion is based upon the Memorandum of Points and Authorities, the  
6 exhibits attached hereto, the pleadings and papers on file, and any oral argument that  
7 may be presented in this matter.

8 Dated this 5<sup>th</sup> day of February, 2019.

9 LIPSON NEILSON P.C.

10 /s/ DAVID T. OCHOA

11 By: \_\_\_\_\_  
12 KALEB ANDERSON, ESQ. (NV Bar No. 7582)  
13 DAVID T. OCHOA, ESQ. (NV Bar No. 10414)  
14 9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
*Attorneys for Defendant SUN CITY ANTHEM  
COMMUNITY ASSOCIATION*

[5/31/19 ODM](#) order denying Tobin motion to reconsider the 4/18/19 order also denied the Tobin motion to reconsider NSM's limited joinder that was granted without consideration of the super-priority.



**Nona Tobin, an individual, & trustee of the Gordon B. Hansen Trust, dated 8/22/08,  
Counter-claimant, Defendant in intervention**

**vs.**

**Joel A. Stokes & Sandra F. Stokes as trustees of the Jimijack Irrevocable Trust,  
Plaintiffs, Counter-defendants**

2/1/17 [Nona Tobin's Answer to Plaintiff's \(Jimijack's\) Complaint and Counterclaims](#) for  
quiet title and equitable relief,  
fraudulent re-conveyance,  
unjust enrichment,  
civil conspiracy,  
preliminary and permanent injunctions

## I.

### PARTIES, JURISDICTION, AND VENUE

1. Counter-Claimant, NONA TOBIN, Trustee of the GORDON B. HANSEN TRUST, Dated 8/22/08, (Herein "*Counter-Claimant*" or "*Tobin*"), is an Individual, and is a resident of Sun City Community Association, Inc. (HOA), Henderson, Nevada. She is a beneficiary of, and

6

the Trustee of, the Gordon B. Hansen Trust, dated 8/22/08 as amended 8/10/11 (Herein "*GBH Trust*"), the titleholder of the Subject Property at the time of the disputed foreclosure sale (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

3/13/17 [RCCM Jimijack answer to Tobin 's counterclaims](#)

6/24/19 [NEFF trial order Hansen Trust vs. Jimijack](#)

[TOBIN VS. JIMI JACK](#) (59 pages)

**Nona Tobin, an individual, & trustee of the Gordon B. Hansen Trust, dated 8/22/08,  
Cross-claimant, Defendant in intervention**

**vs.**

**Yuen K. Lee d/b/a F. Bondurant LLC  
Cross-defendant**

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

fraudulent re-conveyance,  
quiet title and equitable relief,  
civil conspiracy,

[TOBIN VS. YUEN K. LEE DBA F. BONDURANT LLC](#) (45 pages)



Page 2

1 NONA TOBIN, an individual, Trustee of the  
2 GORDON B. HANSEN TRUST, dated  
3 8/22/08

4 Cross-Claimant,

5 vs.

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

8 Cross-Defendant.

9 **NONA TOBIN'S CROSSCLAIM AGAINST**  
10 **YUEN K. LEE D/B/A F. BONDURANT, LLC**

11 COMES NOW, Cross-Claimant, NONA TOBIN, Trustee of the Gordon B. Hansen Trust,  
12 (hereinafter "*Cross-Claimant*" or "*Tobin*"), in proper person, and hereby submits her cross claim  
13 against YUEN K. LEE (Herein "*LEE*") d/b/a F. BONDURANT, LLC as follows:

14 **PARTIES, JURISDICTION, AND VENUE**

15 1. Cross-Claimant, NONA TOBIN (Herein "*Cross-Claimant*" or "*Tobin*"), is an  
16 Individual, and is a resident of Sun City Community Association, Inc. (HOA), Henderson,  
17 Nevada. She is both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein  
18 "*GBH Trust*"), the titleholder of the Subject Property at the time of the disputed foreclosure sale  
19 (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

20 2. Cross-Defendant, YUEN K. LEE (Herein "*LEE*") is an individual, and upon  
21 information and belief, is a resident of Clark County, Nevada. LEE is listed as the sole Manager  
22 and the non-Commercial agent for F. Bondurant, LLC.

## Page 4

18

FIRST CAUSE OF ACTION:

19

FRAUDULENT CONVEYANCE

20

21

31. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth herein, and further alleges:

22

23

32. That HOA Agents and conspirators did not charge neither Yuen K. Lee nor F. Bondurant, LLC the Asset Enhancement Fee (1/3 of 1% of gross sale price) or the mandatory

## Page 8

18

SECOND CAUSE OF ACTION:

19

QUIET TITLE AND EQUITABLE RELIEF

20

**(HOA Sale/Subsequent Transfers Void For Unclean Hands and No Bona Fide Purchasers)**

14

15

16

17

17. That a Quit Claim Deed, executed on June 4, 2015, by Thomas Lucas, as Manager, Opportunity Homes, LLC, and recorded on June 9, 2015 by Realtor Robert Goldsmith, did not have the authority to convey interest in the Subject Property to F. Bondurant, LLC. See *Quit Claim Deed*, attached hereto as **Exhibit 1**.

18

19

20

18. In that, Thomas LUCAS had insider information, purchased at a commercially unreasonable price, and by utilizing a sham LLC, did not act in good faith, and therefore, did not qualify as a bona fide purchaser.

21

22

23

24

19. That HOA Agents FSR did not account for, nor collect fees from, neither Thomas Lucas, nor Opportunity Homes, LLC, nor from Yuen K. Lee nor F. Bondurant, LLC and none were set up in the HOA accounting system as Owners of the Subject Property as a result of the HOA sale or subsequent transfers.

17 36. That the second Quit Claim Deed recorded June 9, 2015 at 1:06:29 PM against the  
 18 Subject Property was executed by "Yuen K. Lee, Manager" and fraudulently notarized as the  
 19 signature of "Thomas Lucas, Manager of Opportunity Homes, LLC", purported to convey all F.  
 20 Bondurant's interest in the Subject Property to Joel and Sandra Stokes, as Trustees of Jimijack  
 21 Irrevocable Trust.

22 37. That CluAynne M. Corwin violated NRS § 240.155 when she notarized that the Quit  
 23 Claim Deed was executed on June 8, 2015, and that *"did personally appear before me the*  
 24 *person of Thomas Lucas, Manager, of Opportunity Homes, LLC, personally known to me (or*

7

Page 11

5 **THIRD CAUSE OF ACTION:**  
 6 **CIVIL CONSPIRACY**

7 60. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
 8 herein, and further alleges

9 61. That Cross-Defendant Yuen K. Lee acted in concert to conceal illegal acts resulting in  
 10 unfairly depriving Cross-Claimant of the Subject Property for his unjust enrichment and that of  
 11 undeserving fellow conspirators.

12 62. That F. Bondurant, LLC and its non-commercial agent and manager, Yuen K. Lee,  
 13 share the law office with Joseph Y. Hong, attorney for the Plaintiffs Stokes which facilitated their  
 14 ability to conspire to fraudulently transfer title to the Subject Property to the detriment of Cross-  
 15 Claimant.

3/13/17 XCAN [Cross-defendant Yuen K. Lee d/b/a F. Bondurant LLC answer to Nona Tobin's 2/1/17 crossclaim](#)

6/24/19 [NEFF trial order Hansen Trust vs. Yuen K Lee dba F Bondurant LLC](#)

**Nona Tobin, an individual, & trustee of the Gordon B. Hansen Trust, dated 8/22/08,  
Cross-claimant, Defendant in intervention  
vs.  
Thomas Lucas d/b/a Opportunity Homes LLC  
Cross-defendant**

2/1/17 [Nona Tobin's Crossclaim Against Thomas Lucas D/B/A Opportunity Homes, LLC](#) for quiet title & equitable relief, breach of BHHS contract (against Realtor Lucas and BHHS broker Forrest Barbee and owner Mark Stark), equitable relief, and civil conspiracy

1	NONA TOBIN, an individual, Trustee of the
2	GORDON B. HANSEN TRUST, dated
	8/22/08
3	Cross-Claimant,
4	vs.
5	OPPORTUNITY HOMES, LLC, THOMAS
6	LUCAS, Manager
7	Cross-Defendant.
8	
9	<b>NONA TOBIN'S CROSSCLAIM AGAINST THOMAS LUCAS</b>
10	<b>D/B/A OPPORTUNITY HOMES, LLC</b>
11	COMES NOW, Cross-Claimant, NONA TOBIN, Trustee of the Gordon B. Hansen Trust,
12	(hereinafter "Cross-Claimant" or "TOBIN"), in proper person, and hereby submits her cross
13	claim against THOMAS LUCAS (Herein "LUCAS") d/b/a OPPORTUNITY HOMES, LLC
14	(Herein "OP HOMES") AS FOLLOWS:
15	<b>I.</b>
16	<b>PARTIES, JURISDICTION, AND VENUE</b>
17	1. Cross-Claimant, NONA TOBIN (Herein "Cross-Claimant" or "TOBIN"), is an
18	Individual, and is a resident of Sun City Community Association, Inc. (HOA), Henderson,
19	Nevada. She is both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein
20	"GBH TRUST"), the titleholder of the Subject Property at the time of the disputed foreclosure
21	sale (Herein "HOA sale") for delinquent assessments.
22	2. Cross-Defendant THOMAS LUCAS (Herein "LUCAS") is a licensed Realtor (license
23	number BS 0000599) with Berkshire Hathaway Nevada Properties (Herein "BHHS") under the
24	Broker, Forrest Barbee, and the Owner, Mark Stark, at 3185 St. Rose Parkway #100, Henderson,
	89052.

[4/27/17 RTRAN](#)

[4/27/17 Hearing VIDEO](#)

[4/27/17 Minutes](#)

[TOBIN VS. THOMAS LUCAS dba OPPORTUNITY HOMES](#) (166 pages)

3/8/17 MSJ [Thomas Lucas's and Opportunity Homes LLC's motion for summary judgment vs. cross-claimant Nona Tobin and counter-claimant Nationstar Mortgage LLC](#)

THOMAS LUCAS'S AND OPPORTUNITY HOMES, LLC'S MOTION FOR SUMMARY JUDGMENT...

Matter argued and submitted. COURT ORDERED, Motion GRANTED. Court directed Mr. Medralla to prepare the Order, circulating to all parties for approval as to form and content in accordance with EDCR 7.21.

6/22/17 NEOJ [order denying Thomas Lucas and Opportunity Homes LLC's motion for summary judgment against Nationstar](#)

8/11/17 NEOJ [order granting Thomas Lucas and Opportunity Homes LLC's motion for summary judgment against Nona Tobin](#)

# EX PARTE COMMUNICATIONS

- Rule 2.9. Ex Parte Communications
- Rule 2.2. Impartiality and Fairness
- Rule 2.4. External Influences on Judicial Conduct
- Rule 2.6. Ensuring the Right to Be Heard
- Rule 2.7. Responsibility to Decide
- Rule 1.2. Promoting Confidence in the Judiciary

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<a href="#">2/12/19 JMOT</a>	<p>Nationstar's <a href="#">2/12/19 JMOT</a> "limited joinder" to cross-defendant SCA's MSJ was filed when neither the HOA nor Nationstar had any filed claims against me in either of my capacities.</p> <p>NSM's joinder, unsupported by any verified evidence, falsely claimed NSM was the beneficial owner of the Hansen DOT as BANA's successor in interest, and that the sale was valid as to the non-existent sub-priority portion of the HOA lien. The improper purpose was for NSM to create standing out of thin air to claim my rights were extinguished, but not NSM's phony claim.</p> <p>Two weeks later, NSM rescinded its claim to be Bank of America's successor in interest, but did not record, or disclose the rescission, until <a href="#">3/12/19 SDIS</a>, two weeks after the end of discovery.</p>
<a href="#">2/20/19 SODWOP</a>	<p>NSM dismissed its non-existent <b>counter</b>claims against Opportunity Homes LLC F. Bondurant LLC, but was silent regarding its claims as a Plaintiff</p>
<a href="#">3/14/19 AG COMP UL</a>	<p>I, Nona Tobin, filed a verified complaint against NSM that, upon information and belief, was served on Nationstar c/o Melanie Morgan NV bar #8215, Akerman LLP on or about 3/15/19.</p>
<a href="#">3/18/19 NITD</a>	<p>NSM filed a notice of intent to take default against Jimijack for failure to respond to NSM's <a href="#">6/2/16 AACC</a> that included claims for 1) "quiet title/declaratory relief pursuant to NRS 30.010 et seq and NRS 40.010 et seq vs. counter-defendants, 2) preliminary and permanent injunctions vs. counter-defendants, 3) Unjust enrichment vs. counter-defendants &amp; prayer #5 for a declaration and determination that the HO sale was invalid and conveyed no right, title or interest to counter-defendants or their encumbrances, successors or assigns, # 6 preliminary and permanent injunctions that counter-defendants, their successors, assigns and agents are prohibited from conducting a sale or transfer of the property or from encumbering the title to the property"</p>
<a href="#">3/21/19 MSJ</a>	<p>NSM MSJ vs. Jimijack wherein "<i>Defendant in intervention/Counterclaimant, Nationstar Mortgage LLC, moves for summary judgment on Joel A. Stokes' and Sandra F. Stokes', as trustees of Jimijack Irrevocable Trust (Jimijack) claims for quiet, title, cancelations of instruments, and injunctive relief.</i>" Note that Jimijack never filed any claims against NSM. The only claims Jimijack ever filed was its <a href="#">6/16/15 complaint</a> against BANA and Sun City Anthem. NSM was not BANA's successor in interest per <a href="#">Kishner order entered 6/8/16</a> that granted NSM leave to intervene, "<i>The court finds that at this time this action was commenced, there was an assignment of the deed of trust at issue in the chain of title to</i></p>



	<p><i>the property in dispute showing that Nationstar Mortgage LLC claims some right, title or interest in and to the property arising from the deed of trust.”</i></p> <p>In the same order, Judge Kishner denied NSM’s motion to set aside BANA’s <a href="#">10/16/15 JDDE</a> default and substitute NSM as the real party in interest. Further, on <a href="#">3/8/19 NSM rescinded</a> of its fraudulent 12/1/14 claim that BANA assigned its interest in the Hansen deed of trust to Nationstar. Pg 2, 10-11 –“<i>Nationstar seeks an order under its claim for declaratory relief that Jimijack took its interest in the property subject to <b>Nationstar’s deed of trust.</b></i>” First, it is not NSM’s deed of trust, and second, this is just plain stealing the house from me because NSM knows that they would not be able to foreclose on me. I have stated under oath repeatedly that I have proof that they are lying and that their claims record on 12/1/14, 1/22/15, 8/7/15, 3/8/19, 3/8/19 and 6/3/19 are false claims under the meaning of at least <a href="#">NRS 205.395</a>, <a href="#">NRS 205.377</a> and <a href="#">NRS 205.380</a>.</p> <p>This is a fraudulent abuse of process to evade a fair adjudication of my claims first entered into the court record in a <a href="#">9/23/16 sworn affidavit</a> where I said pg. 5, # “<i>24. Our prayer to the court would be 1) void the sale, 2) give back the title to us as the equitable titleholders prior to the fraudulent HOA sale, and 3) not allow NSM's claims to a security interest prevail by bypassing the requirements of Nevada's 2011 anti-foreclosure fraud law.</i>” (<a href="#">AB 284 2011</a>)</p> <p>Pg.2, footnote 1 abandoned its unjust enrichment claim vs. Jimijack</p>
<p><a href="#">3/22/19 CNOH</a></p>	<p>Clerk served notice that the hearing of NSM’s MSJ vs. Jimijack was scheduled for 4/23/19.</p>
<p><a href="#">4/10/19 SAO EX PARTE</a></p>	<p>On 4/10/19, Melanie Morgan for NSM and Joseph Hong for Jimijack signed an ex parte stipulation to extend the time for Jimijack to oppose the MSJ to 4/26/19 and to continue the hearing from 4/23/19 to 5/7/19. Judge Kishner signed the order on 4/12/19.</p>
<p><a href="#">4/10/19 PGS 1-22 190412 OPPC</a></p>	<p>On 4/10/19, I filed an opposition to NSM’s MSJ and a counter MSJ vs. Jimijack (which I know now should have been designated a joinder). On page 1, “<b>HEARING REQUESTED IN CONJUNCTION WITH HEARING NATIONSTAR MSJ SCHEDULED APRIL 23, 2019 9:30 AM</b>”</p> <p>On page 2, “<i>Tobin’s opposition seeks to demonstrate to the court that NSM is abusing the HOA foreclosure dispute adjudication process to circumvent Nevada’s anti-foreclosure fraud laws. Tobin will show the court that NSM’s claims to own the beneficial interest of the disputed Deed of Trust are provably false. Tobin requests that her opposition to NSM’s receiving quiet</i></p>



	<p><i>title without proving its ownership of the note be heard at 9:30 AM simultaneously with NSM's MSJ against Jimijack and Tobin's MSJ against Jimijack presented herein."</i></p> <p>The 4/10/19 OPPC is 245 pages and will be linked separately with all the attachments. Here pages 1-22, the list of documents proving NSM does not own the note and the MSJ explaining why my deed is superior to Jimijack's deed inadmissible pursuant to NRS 111.345.</p>
<a href="#">4/12/19 NS</a>	NSM and Jimijack served notice that they had <i>"reached an agreement on all material terms required to settle all of Nationstar's claims asserted against Jimijack in the action"</i>
<a href="#">4/15/19 SAO</a>	NSM and Jimijack served notice that the hearing was continued from 4/23/19 to 5/7/19
<a href="#">4/17/19 RPLY</a>	<p>26 of the 621 pages are included in these exhibits, but the link to the full document is below.</p> <p>Page 3 <i>"The April 23, 2019 hearing was scheduled to address all pending motions to determine whether, pursuant to the standards of Rule 56(c), quiet title can be granted without trial and/or without foreclosure to one or two of the three parties who are seeking to quiet title in their favor..."</i></p> <p><i>"Sun City Anthem has no financial interest in the title or in the outcome of the dispute between Jimijack, Tobin, and NSM, but SCA's MSJ forces the title dispute to be solely between two parties that Tobin alleges have no admissible evidence to support their claims of ownership."</i></p> <p><i>"Further Tobin alleges that a serious fraud will be enabled if the Court does not hear Tobin's case against Jimijack. Tobin enters this reply despite the uncertainty about her status as a Pro Se ... to demonstrate how (Jimijack and) Nationstar (are) gaming the system."</i></p>
<a href="#">4/17/19 RPLY TOC</a>	12-page table of contents of exhibits supporting what I was then knowing to call a joinder to NSM's MSJ vs. Jimijack
<a href="#">4/19/19 RESP</a>	<p>NSM's RESP – not opposition – to the seven pro se documents I filed between 4/9/19 and 4/17/19.</p> <p>Pg. 2 footnote 1</p> <p><i>"On April 10, 2019, Tobin filed an opposition to Nationstar's motion for summary judgment against Jimijack and countermotion for summary judgment. Two days later, she filed what appears to be an identical opposition and countermotion. On April 17, 2019, Tobin filed a document entitled</i></p>

*"reply in support of joinder to Nationstar' motion for summary judgment and reply in support of Tobin's motion for summary judgment." Nationstar responds to all three filings by way of this response."*

Pg. 2, 11-15

*"Nationstar's motion for summary judgment concerns only its claims against Jimijack. Nationstar has no claims against Tobin, either individually or in her capacity as trustee of the Gordon B. Hansen Trust. Tobin's counter-motion for summary judgment fails for one simple reason: Tobin has no claims asserted against Nationstar. No claims exist upon which summary judgment may be considered."*

By this logic, Nationstar's [2/12/19 JMOT](#) "limited joinder" to SCA's MSJ should also have failed. NSM's unsupported joinder falsely claimed to be the beneficial owner of the Hansen DOT as BANA's successor in interest, and that the sale was void as to the non-existent sub-priority portion of the HOA lien, so my rights were extinguished, but not NSM's phony claim. Two weeks later, NSM rescinded its claim to be Bank of America's successor in interest, but did not record, or disclose the rescission, until 3/12/19, two weeks after the end of discovery.

Nationstar filed no claims against me in either of my capacities. SCA's [2/5/19 MSJ](#) only addressed the quiet title claim of the Hansen Trust when SCA has no interest in the title and refused to address the other five causes of action in my [1/31/17 CRCM](#). SCA had no filed claims against me in either of my capacities. SCA's MSJ was totally unwarranted, unsupported by any verified evidence whatsoever, and was filed solely as malicious retaliation against me for being a whistleblower and to cover up the criminal actions of its agents, managers and attorneys. (which will be dealt with separately).

Page 3 *"Because Tobin does not allege any claims against Nationstar, her counter-motion should be denied. Even if Tobin is somehow found to have alleged claims against Nationstar, she failed to file dispositive motions before the April 1, 2019 deadline set by the court's July 10, 2018 scheduling order."*

NSM is asking the court's [7/10/18 DSO](#) order to hold the 4/1/19 deadline firm against me, but not the 2/28/19 discovery deadline set in that same order

	<p>on pg. 2, line 6. NSM knows the court does not know that NSM's 4<sup>th</sup> supplemental NRC 16.1 disclosures, served on <a href="#">3/12/19 SDIS</a>, included notice of NSM's <a href="#">3/8/19 rescission</a> of its claim to be BANA's successor in interest in the Hansen DOT.</p> <p>Judge Kushner allowed this to stay in the court record on the grounds that NSM was not asking the court to do anything, it was just helping the court understand.</p>
<a href="#">4/22/19 NESO</a>	On 4/22/19, Joseph Hong served notice of the entry of Jimiack's and NSM's stipulation and order to continue the hearing from 4/23/19 to 5/7/19.
<a href="#">4/23/19 MINUTES</a>	The journal entries show "all pending motions" but lists only my OPPC twice, for each one filed on 4/10/19 and 4/12/19. (This duplication occurred because I accidentally served only on 4/9 and 4/10 so I thought it didn't count as filing. On 4/12 I selected "file and serve" in the Court's Odyssey system which I had never used before. When I began filing as a pro se in 2016, the court used wiz-net. When Joe Coppedge became my counsel of record on 5/24/17, I stopped filing as a pro se. I attempted to return to my pro se status because Joe did not file any of the counter MSJs I had prepared in 2017- March 2019 and the court granted the HOA MSJ and NSM's joinder on <a href="#">3/5/19</a> and on <a href="#">3/26/19</a> without considering my vigorous oppositions, evidence, or counter motions.
<a href="#">4/23/19 RTRAN</a>	Note that there was no clerk's notice that a hearing was proceeding at all, let alone solely about my opposition.
<a href="#">4/23/19 RTRAN ANNOTATED</a>	There was no notice that Judge Kushner's ex parte 4/12/19 order, served on 4/15/19 and NESO on 4/22/19, had been superseded and yet Judge Kushner delayed the unnoticed hearing and had her clerk email Dept. 16 to find out when Melanie Morgan would be there. Judge Kushner determined that I was not there and my counsel was not there but went ahead anyway. If you look at the first pg 5, lines 11-12 <a href="#">3/26/19 RTRAN</a> , you can see that judge Kushner knows the EDCR " <i>(stipulation) it needs to be memorialized in a written stipulation submitted to the Court, signed by all parties, please</i> ".
<a href="#">4/23/19 VIDEO LINK</a>	My YouTube channel <a href="#">Judicial Jiu-jitsu</a> has a playlist called "Court Hearings" of the court videos of hearings in A-15-720032-C and A-19-799890-C and excerpts of where attorneys are lying to the court. There are 18 videos in the "House stealing" playlist, 17 in the "Smoke & Mirrors make justice disappear" playlist, and 14 in the "Fraud on the Court" playlist, and 3 on the "Getting disbarred in Nevada".

	<p>You can see from these videos that Judge Kishner and Judge Johnson never looked at any evidence and instead both assumed, quite erroneously, that the attorneys were telling the truth.</p> <p>I think you will also see the extreme frustration I feel over being in litigation for five years and having filed multiple administrative and criminal complaints with a 100% failure yet despite my being the only party whose claims are supported by sworn affidavits and verified, corroborated evidence.</p>
<p><a href="#">4/23/19 LINK TO STRICKEN DOCS</a></p>	<ol style="list-style-type: none"> <li>1. 4/9/19 <a href="#">Tobin/Hansen Trust Notice of completion of mediation</a></li> <li>2. 4/9/19 <a href="#">Tobin Notice of appearance to return to Pro Se status</a></li> <li>3. 4/10/19 <a href="#">Tobin Opposition to Nationstar's motion for summary judgment against Jimijack and countermotion for summary judgment</a></li> <li>4. 4/12/19 19 <a href="#">Tobin notice of appearance to return to Pro Se status as an individual</a> (duplicate filed in error)</li> <li>5. 4/12/19 <a href="#">Tobin/Hansen Trust Notice of completion of mediation</a> (duplicate filed in error)</li> <li>6. 4/12/19 <a href="#">Tobin OPPC vs Nationstar and Jimijack</a> (duplicate filed in error)</li> <li>7. 4/17/19 <a href="#">Tobin reply to support joinder to Nationstar motion for summary judgment</a></li> </ol>
<p><a href="#">4/23/19 NWM</a></p>	<p>NSM served notice that it withdrew its 3/21/19 MSJ vs. Jimijack</p>

# DISPOSITIVE MOTIONS NOT DECIDED

Rule 2.6. Ensuring the Right to Be Heard

Rule 2.7. Responsibility to Decide.

1. [3/3/17 OPPC](#) Tobin/Hansen Trust OPPOSITION TO SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION TO DISMISS AND COUNTERMOTION FOR ORDER VOIDING THE HOA SALE
2. [3/20/19 MSJ](#) Tobin/Hansen Trust vs all defendants (not filed by Counsel), but was filed as pages 99-131 of 4/10/19 OPPC that was stricken unheard at 4/23/19 hearing)
3. [4/4/19 MSJ](#) TOBIN MOTION FOR SUMMARY JUDGMENT AGAINST JIMI JACK
4. [4/10/19 MSJ](#) Nona Tobin, an individual, vs. Jimijack (pages 11-99 of 4/10/19 OPPC stricken at 4/23/19 hearing)
5. 4/24/19 MVAC and [MSJ](#) Nona Tobin vs. all defendants – motion to vacate the order entered 4/18/19 that granted the HOA's MSJ and Nationstar's joinder per NRCP 60 (b) (3) not stricken, but not heard
6. [6/17/19 MINV](#) Nona Tobin, an individual, motion to intervene pursuant to NRCP 24(a)(2) prior to the trial 6/24/19 trial order supported by 6/21/19 DECL declaration under penalty of perjury
7. [7/22/19 MNTR](#) motion for a new trial per NRCP 54(b) and NRCP 59(a)(1)(A)(B)(C)(F)
8. [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)

# STRICKEN, NOT HEARD

**Rule 2.6. Ensuring the Right to Be Heard  
Rule 2.7. Responsibility to Decide.**

**STRICKEN AT 4/23/19 EX PARTE HEARING**

**EXHIBITS INCLUDE ALSO THE TWO ORDERS ENTERED WITH NOTICES OF ENTRY (6/24/19 AND 11/22/19 THAT ENABLED THE BENCH ORDERS**

**My Pro Se filings that Judge Kishner declared stricken *sua sponte* by bench orders at the ex parte 4/23/19 hearing (duplicates are not included in exhibits)**

4/9/19	<a href="#">Tobin/Hansen Trust Notice of completion of mediation</a>
4/9/19	<a href="#">Tobin Notice of appearance to return to Pro Se status</a>
4/10/19	<a href="#">Tobin Opposition to Nationstar's motion for summary judgment against Jimijack and countermotion for summary judgment</a>
4/17/19	<a href="#">Tobin reply to support joinder to Nationstar motion for summary judgment</a>

**Order to declare the above seven Pro Se filings rogue was not entered until 11/22/19, five months after final judgment order was entered on 6/24/19.**

4/23/19 bench orders were not formalized until 11/22/19 order was entered:

Page 4, paragraph 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.

## NATIONSTAR'S EVIDENCE WAS NEVER EXAMINED

<p style="text-align: center;"><b>TABLE OF CONTENTS</b></p> <p style="text-align: center;"><b>MARCH 12, 2019</b></p> <p><b>NATIONSTAR'S OWN</b></p> <p><b>DISCLOSURES SHOW</b></p> <p><b>NEITHER NATIONSTAR</b></p> <p><b>NOR JIMI JACK HAVE</b></p> <p><b>STANDING TO ASSERT A</b></p> <p><b>QUIET TITLE CLAIM BUT</b></p> <p><b>NATIONSTAR KNOWS</b></p> <p><b>NONA TOBIN DOES, BOTH</b></p> <p><b>AS A TRUSTEE OF THE</b></p> <p><b>HANSEN TRUST AND AS</b></p> <p><b>AN INDIVIDUAL</b></p> <p><a href="#"><u>NSM 258-NSM 403</u></a></p>	0001 - <b>1</b>	Declaration Of CC&Rs for Sun City Anthem
	0112 -	
	0113 -	
	0116 - <b>2</b>	Grant, Bargain, and Sale Deed
	0117 - <b>3</b>	Power of Attorney
	0120 -	
	0121 - <b>4</b>	First Amendment to the Amended and Restated I
	0130 -	of CC&Rs for Sun City Anthem
	0131 -	Second Amendment to the Amended and
	0140 - <b>5</b>	Declaration of CC&Rs for Sun City Anthem
	0141 - <b>6</b>	Quitclaim Deed
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	0145 -	
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0162 - <b>8</b>	Declaration of Homestead	
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0168 - <b>10</b>	Assignment of Deed of Trust	
0169 - <b>11</b>	Lien for Delinquent Assessment	
0170 - <b>12</b>	Notice of Default and Election to Sell Pursuant to for Delinquent Assessments	
0171 - <b>13</b>	Notice of Rescission	
0172 - <b>14</b>	Notice of Default and Election to Sell Pursuant to for Delinquent Assessments	

3. [7/31/03 Marilyn to Gordon Hansen](#) **Power of Attorney in #3 was the only POA recorded. Nationstar never recorded a power of attorney to authorize its claims re the Hansen deed of trust recorded on 12/1/14, 1/22/15, 8/17/15, two on 3/8/19, and on 6/3/19.**

7. [7/22/04 Hansen Deed of Trust](#) **is separated from the promissory note and there is a broken chain of title.**

10. [4/12/12 Hansen DOT assignment from MERS to B of A by B of A](#), **robo-signed by B of A. No notary record.**



0173 – 0174	<b>15</b> Notice of Foreclosure Sale	20140212-0001527
0175 – 0177	<b>16</b> Foreclosure Deed	20140822-0002548
0178 – 0179	<b>17</b> Assignment of Deed of Trust	20140909-0000974
0180 – 0181	<b>18</b> Corporate Assignment of Deed of Trust	20141201-0000518
0182	<b>19</b> Request for Notice	20150122-0001850
0183 – 0185	<b>20</b> Clark County Recorder Real Property Transfer Tax Refund	20150223-0000608
0186 – 0188	<b>21</b> Quitclaim Deed	20150609-0001537
0189 – 0191	<b>22</b> Quitclaim Deed	20150609-0001545
0192 – 0194	<b>23</b> Judgment <u>By</u> Default Against Defendant, Bank of America, N.A.	20151201-0003402
0195 – 0199	<b>24</b> Notice of Lis Pendens	20160113-0001051

16. [8/22/14 Sun City Anthem Foreclosure deed](#) to Opportunity Homes, LLC executed by Red Rock. HOA foreclosure extinguished the Hansen deed of trust and the title of the Gordon B. Hansen Trust, dated 8/22/08. If the sale had been voided in its entirety, both Hansen's estate and Nationstar would have returned to their respective positions as if the sale had never happened as I stated was my purpose in [my sworn affidavit, filed on 9/23/16](#). Avoiding this consequence, motivated an egregious fraud on the court, perpetrated by Nationstar's Wright, Finley Zak and Akerman attorneys, in conspiracy with Joseph Hong. They were aided and abetted in this fraud by the Lipson Neilson attorneys and the Koch & Scow attorneys who had different, but equally corrupt, motives for suppressing the evidence and obstructing the administration of justice that will be articulated in criminal and disciplinary complaints.

17. [9/9/14 Hansen DOT assignment](#) from B of A to Wells Fargo, effective 8/21/14, by B of A in California with a proper notary record. Remove B of A's 4/12/12 recorded claim that was not-compliant with Nevada's 2011 amendments to NRS 107 and B of A's potential liability for a [NRS 205.395](#) violation. Note that B of A never recorded a notice of default on the Hansen DOT even through the [last payment by the borrower](#) was in 2011 right before Hansen died.

18. [12/1/14 Hansen DOT assignment from B of A to Nationstar by Nationstar](#), based on an undisclosed, unrecorded power of attorney. Probable robo-signer in Nebraska with no notary record. See [WTDOT assign 001-017](#) for all assignments and rescissions of the Hansen DOT.

22. [NSM 189-191](#) Jimijack deed is inadmissible pursuant to [NRS 111.345](#) as I said in my [9/23/16 sworn affidavit #36](#) and my [1/17/17 DECL](#) declaration and my [2/1/17 AACC](#) vs. Jimijack and my [4/10/19 OPPC vs. Nationstar & Jimijack page 1-22 and 230-245](#)

NSM0200 – NSM0202	<b>25</b> Certificate of Incumbency	20160523-0001416
NSM0203 – NSM0207	<b>26</b> Notice of Lis Pendens	20160607-0001450
NSM0208 – NSM0211	<b>27</b> Quitclaim Deed	20170328-0001452
NSM0212 – NSM0217	<b>28</b> Disclaimer of Interest	20170331-0003071
NSM0218 – NSM0221	<b>29</b> Disclaimer of Interest	20170331-0003072
NSM0222 – NSM0227	<b>30</b> Disclaimer of Interest	20170331-0003073
NSM0228 – NSM0249	<b>31</b> Miles Bauer Affidavit	N/A
NSM0250 – NSM0257	<b>32</b> Miles Bauer Borrower Letter Affidavit	N/A
NSM0258 – NSM0260	<b>33</b> Note with endorsements	N/A
NSM0261	<b>34</b> Nationstar Mortgage LLC's LSAMS Business Record	N/A
NSM0262 – NSM0265	<b>35</b> Bank of America, N.A.'s Goodbye Letter (Dated November 8, 2013)	N/A

25. Certificate of my [incumbency as the sole successor trustee](#) of the Gordon B. Hansen Trust, dated 8/22/08, recorded 5/23/16, along with my [request for notice](#), included an identity affidavit I signed on 6/20/14, as required by servicing bank Nationstar, during the escrow of the [5/8/14 auction.com \\$367,500 sale to MZK Properties](#).

27. [3/28/17 DEED](#) transferring the title of interest of the Gordon B. Hansen Trust, dated 8/22/08, to Nona Tobin, as an individual, “*Close the trust and assign interest to the sole beneficiary*”

31. Miles Bauer affidavit (NSM 228-249) is not disputed, but it is irrelevant and deceptive for many reasons: 1) Bank of America was not the beneficiary of the Hansen DOT, 2) as the servicing bank, B of A was engaging in mortgage servicing fraud by covertly tendering the super-priority \$825 at the exact same time as it was refusing to close escrow on the [Mazzeo’s \\$395,000 offer](#) from which 100% of the [demanded \\$3,055.47 \(pg 2, #1309\)](#) would have been paid, 3) the [PUD Rider \(NSM 160\)](#) of the Hansen DOT prohibits any lender from turning the payment of delinquent HOA fees into a de facto foreclosure, 4) \$825 was the exact amount of delinquent assessments and so the rejection would have voided the sale in its entirety, restoring both me and Nationstar to our positions the day before the sale; 5) Nationstar [rescinded its 12/1/14 claim to be B of A’s successor in interest](#).

33. [NSM 258-260](#) is a copy of the Hansen promissory note that does not include Nationstar, B of A or Wells Fargo in the endorsements. The original note is required (NRS missing.

<u>BATES NUMBER</u>	<u>DOCUMENT</u>	<u>INSTRUMENT NUMBER</u>
NSM0266 – 36 NSM0268	Nationstar Mortgage LLC's Welcome Letter (Dated December 16, 2013)	N/A
NSM0269 37	First Union Is Now Wells Fargo Statement (Dated August 24, 2014)	N/A
NSM0270 – 38 NSM0272	Limited Power of Attorney Between Wells Fargo Bank, N.A. and Nationstar Mortgage LLC	N/A
NSM0273 39	Nationstar Mortgage LLC Letter To Nona Tobin (January 21, 2015)	N/A
NSM0274 – 40 NSM0328	Fax from Nona Tobin to Bank of America Home Loans Assumptions Department dated May 7, 2013	N/A
NSM0329 – NSM0331	Demand to Cease and Desist dated Jan. 6, 2015	N/A
NSM0332 42	Letter from Nationstar to Nona Tobin dated Jan. 21, 2015	N/A
NSM0333 – 43 NSM0351	FDIC Merger Decisions 2011	N/A
NSM0352 – NSM0356	Certificate of Merger – BAC Home Loans Servicing, LP and Bank of America, N.A.	N/A
NSM0357 – 45 NSM0359	Letter from Comptroller of the Currency Administrator of Nat'l Banks dated June 24, 2011	N/A
NSM0360 – NSM0368	SEC News Release re: Wells Fargo and Wachovia merger	N/A
NSM0369 – NSM0403 47	Federal Reserve System Statement re: Wells Fargo's acquisition of Wachovia	N/A

36. Welcome letter ([NSM 266-268](#)) shows Nationstar is the servicer and not the beneficiary. The letter claims Nationstar was servicing the loan on behalf of Union National Bank.

37. According to NSM 269, went out of existence in 2001 when it merged with Wachovia which was acquired by Wells Fargo in 2008. None of those lenders are in the chain of title as the beneficiary. The trustee on the Hansen DOT was Joan H. Anderson ([NSM 258-NSM 403](#)).

38. [NSM 270-272](#) disclosed an inapplicable power of attorney to create the deception that Nationstar's claims where it assigned interest to itself as the "attorney-in-fact" of Wells Fargo or Bank of America were authorized by a power of attorney despite Nationstar's never recording any power of attorney. Clark County official [property record for APN 191-811-13-052](#) only has one power of attorney, [7/31/03 Marilyn to Gordon Hansen POA](#) to sign purchase documents

41. On 1/6/15, I demanded that Nationstar [cease & desist](#) hassling me for a debt I did not owe. inexplicably recorded a [1/22/15 Request for Notice](#) a few weeks after its 12/1/14 recording that it was the beneficiary and failed to disclose the [1/7/15 email from Nicole Upersea](#), my Nationstar "single point of contact" that showed she couldn't even find the property in her portfolio. My [1/8/15 response was also concealed](#) by Nationstar as was [my 3/7/14 letter](#), all the [requested Equator files \(#7, Pg. 4\)](#), and the facts that [Red Rock rejected Nationstar's super-priority offer](#) of \$1100 (SCA 302) to close the 5/8/14 auction.com sale which would have been a 2<sup>nd</sup> way the sale was void or that Nationstar never recorded a Notice of Default on a loan unpaid since 2011.

NSM0369 – NSM0403 <b>47</b>	Federal Reserve System Statement re: Wells Fargo's acquisition of Wachovia	N/A
NSM0404- NSM0406 <b>48</b>	Rescission of Assignment of Deed of Trust executed February 25, 2019	N/A
NSM0407- NSM0408 <b>49</b>	Corporate Assignment of Deed of Trust executed February 25, 2019	N/A
NSM0409- NSM0411 <b>50</b>	<b>Rescission of Assignment of Deed of Trust executed February 25, 2019 [recorded 3/8/19]</b>	<b>20190308-0002789</b>
NSM0412- NSM0413 <b>51</b>	<b>Corporate Assignment of Deed of Trust executed February 25, 2019 [recorded 3/8/19]</b>	<b>20190308-0002790</b>

48. through 51 were not disclosed until 3/12/19 in Nationstar's [4<sup>th</sup> Supplemental disclosures](#),

- two weeks after [discovery ended on 2/28/19](#),
- a month after Nationstar filed its [fraudulent 2/12/19 joinder](#) to steal the house from me via a fraud on the court,
- a week after [Judge Kishner's 3/5/19 sua sponte order](#) granted NSM's fraudulent joinder with zero consideration of evidence,
- three weeks after Nationstar dismissed its quiet title claims against all defendants except Jimijack ([2/20/19 SODWOP](#)),
- three weeks Nationstar refused ([2/21/19 RESP RFDs](#)) to produce any proof to support its claim to be owed the Hansen debt.

**Nationstar's agent Mohamed Hameed and his entire Nationstar upward chain of command should be prosecuted, along with their Akerman and Wright, Finley Zak attorneys for violations of whatever Federal law parallels Nevada state laws [NRS 205.395](#) (executing, notarizing and/or recording false claims to title, [NRS 207.400](#) (racketeering), [NRS 205.377](#) (corrupt business practices).**

48. [NSM 404-406 Unrecorded 2/25/19 rescission](#) of Nationstar's 12/1/14 recorded assignment of B of A's nonexistent interest to itself

49. [NSM 407-408 unrecorded assignment](#) by Nationstar to Nationstar from Wells Fargo

50. [NSM 409-411](#) recorded the rescission on 3/8/19

51. [NSM 412-413](#) recorded the assignment on 3/8/19



**JUDGE KISHNER ALLOWED PLAINTIFFS TO PREVAIL BY VOLUNTARY  
DISMISSAL OF CLAIMS WITHOUT ADJUDICATION**

Nationstar’s Claims, [1/11/16 COMP](#) and [6/2/16 AACC](#), were resolved by voluntary stipulation and dismissal of its claims against all named defendants in [2/20/19 SODWOP](#) and [5/31/19 SODW](#).

Nationstar’s [2/12/19 limited joinder](#) vs. the Hansen Trust was granted first by the court’s [3/5/19 sua sponte minute order](#), then in the [order entered on 4/18/19](#) order, then by [5/31/19 order denying reconsideration](#) of the HOA’s partial MSJ and NSM’s limited joinder.

Plaintiff Jimijack’s only claim was its [6/16/15 COMP](#) that was resolved by [10/16/15 JDFE](#) against Bank of America (no notice of entry). Jimijack had no counter-claims or cross-claims against any party to the litigation – not Nationstar, not Nona Tobin, an individual

Jimijack and Nationstar served [notice of settlement on 4/12/19](#) that they had settled non-existent claims as Jimijack was in default for not answering Nationstar’s 6/2/16 AACC, Jimijack never filed any claims against Nationstar.

Page 2 of the notice shows both parties were aware that I was a necessary party both as an individual and as a trustee, to any [NRS 30.030](#) declaratory relief in an [NRS 40.010](#) quiet title claim.

Judge Kishner should have known [NRS 30.130](#) and NRCP 19 applied to me and not let the Plaintiffs settle without involving parties who have vigorously been asserting adverse title claims especially since neither Plaintiff ever filed any claims against me or refuted my claims against them.

<p>AKERMAN LLP 1635 VILLAGE CENTER CIRCLE, SUITE 200 LAS VEGAS, NEVADA 89134 TEL: (702) 380-1100 FAX: (702) 380-8572</p>	<p>1 NS 2 MELANIE D. MORGAN, ESQ. 3 Nevada Bar No. 8215 4 DONNA WITTIG, ESQ. 5 Nevada Bar No. 11015 6 AKERMAN LLP 7 1635 Village Center Circle, Suite 200 8 Las Vegas, Nevada 89134 9 Telephone: (702) 634-5000 10 Facsimile: (702) 380-8572 11 Email: melanie.morgan@akerman.com 12 Email: donna.wittig@akerman.com 13 14 <i>Attorney for Nationstar Mortgage LLC</i></p>	<p>Electronically Filed 4/12/2019 2:55 PM Steven D. Grier CLERK OF THE COURT <i>Steven D. Grier</i></p>	<p>1 NONA TOBIN, an individual, and Trustee of the 2 GORDON B. HANSEN TRUST Dated 8/22/08 3 Counter-Claimant. 4 vs. 5 JOEL A. STOKES and SANDRA F. STOKES, as 6 trustees of the JIMJACK IRREVOCABLE 7 TRUST, SUN CITY ANTHEM COMMUNITY 8 ASSOCIATION, INC., YUEN K. LEE, an 9 individual, d/b/a Manager, F. BONDURANT, 10 LLC, and DOES 1-10, and ROE 11 CORPORATIONS 1-10, inclusive, 12 Counter-Defendants.</p>
	<p>DISTRICT COURT CLARK COUNTY, NEVADA</p>		
	<p>11 JOEL A. STOKES and SANDRA F. STOKES, as 12 trustee of the JIMJACK IRREVOCABLE 13 TRUST, 14 Plaintiff, 15 vs. 16 BANK OF AMERICA, N.A., 17 Defendant, 18 19 NATIONSTAR MORTGAGE LLC, 20 Counter-Claimant, 21 vs. 22 JIMJACK IRREVOCABLE TRUST, Counter-Defendant.</p>	<p>Case No.: A-15-720032-C Consolidated with: A-16-730078-C Dept. No.: XXXI</p>	<p>PLEASE TAKE NOTICE that Nationstar Mortgage LLC and Joel A. Stokes' and Sandra F. Stokes', as trustees of the Jimijack Irrevocable Trust have reached an agreement on all material terms required to settle all of Nationstar's claims asserted against Jimijack in the action. The settling parties anticipate that the performance of the terms of the settlement agreement will be completed within sixty (60) days of the date of this notice, at which time the parties expect to present the Court with a Stipulation for Dismissal of Nationstar's claims against Jimijack. DATED April 12, 2019</p>
			<p>AKERMAN LLP 1635 VILLAGE CENTER CIRCLE, SUITE 200 LAS VEGAS, NEVADA 89134 TEL: (702) 380-1100 FAX: (702) 380-8572</p> <p><i>/s/ Melanie D. Morgan</i> MELANIE D. MORGAN, ESQ. Nevada Bar No. 8215 DONNA WITTIG, ESQ. Nevada Bar No. 11015 1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134 <i>Attorneys for Nationstar Mortgage LLC</i></p>

**JUDGE KISHNER ALLOWED PLAINTIFFS TO COMMIT FRAUD ON THE COURT  
BY FAILURE TO EXAMINE EVIDENCE**

The court did not examine Jimijack-Nationstar settlement documents which were not disclosed to me.

The court did not examine the [“agreement” recorded on 5/23/19](#) to which neither Nationstar nor Jimijack were parties, but which encumbered the property with a \$355,000 one-year, no interest personal loan to non-party Joel Stokes by non-party Civic Financial Services LLC.

The court decided she could just dismiss Nationstar from the case based on Hong & Morgan’s representations at the [4/23/19 ex parte hearing](#) and Donna Wittig’s and Hong’s representations at the [5/21/19 hearing](#).

<b>APN 191-13-811-052</b>	<b>Clark County</b>				
<b>2763 White Sage Drive</b>	<b>Henderson 89052</b>				
Instrument Number	Record Date	Document Type Description	Comments2		
202012040001097	12/4/20 11:24	<a href="#">ORDER</a>	<a href="#">DISMISS</a>		
202002060000199	2/6/20 8:00	<a href="#">RECONVEYANCE</a>			
202002060000198	2/6/20 8:00	<a href="#">SUBSTITUTION</a>	<a href="#">TRUSTEE</a>		
201912270001346	12/27/19 13:16	<a href="#">DEED OF TRUST</a>			
201912270001345	12/27/19 13:16	<a href="#">DEED</a>			
201912270001344	12/27/19 13:16	<a href="#">DEED</a>			
201912030003152	12/3/19 15:57	<a href="#">NOTICE</a>	<a href="#">ORDER</a>		
201908140003084	8/14/19 15:16	<a href="#">LIS PENDENS</a>			
201908140003083	8/14/19 15:16	<a href="#">LIS PENDENS</a>			
201908080002097	8/8/19 16:00	<a href="#">LIS PENDENS</a>			
201907240003355	7/24/19 15:33	<a href="#">JUDGMENT</a>			
201907170002971	7/17/19 14:30	<a href="#">ASSIGNMENT</a>			
201907100002352	7/10/19 14:50	<a href="#">LIS PENDENS</a>	<a href="#">RELEASE</a>		
201906040000772	6/4/19 8:06	<a href="#">ASSIGNMENT</a>			
201906030001599	6/3/19 11:17	<a href="#">SUBSTITUTION/ RECONVEYANCE</a>			
201905280002843	5/28/19 17:44	<a href="#">LIS PENDENS</a>	<a href="#">RELEASE</a>		
201905230003531	5/23/19 15:10	<a href="#">DEED OF TRUST</a>	<a href="#">AGREE</a>		
201905060001022	5/6/19 8:20	<a href="#">LIS PENDENS</a>			
201905010003348	5/1/19 16:12	<a href="#">DEED</a>			
201903080002790	3/8/19 14:12	<a href="#">ASSIGNMENT</a>			
201903080002789	3/8/19 14:12	<a href="#">ASSIGNMENT</a>	<a href="#">RESCISSION</a>		
201703310003073	3/31/17 14:07	<a href="#">INTEREST</a>			
201703310003072	3/31/17 14:07	<a href="#">INTEREST</a>			
201703310003071	3/31/17 14:07	<a href="#">INTEREST</a>			
201703300003860	3/30/17 15:52	LIEN	RELEASE		
201703300003859	3/30/17 15:52	LIEN	RELEASE		
201703280001452	3/28/17 11:51	<a href="#">DEED</a>			
201606070001450	6/7/16 11:58	<a href="#">LIS PENDENS</a>			
201605230001417	5/23/16 13:09	<a href="#">REQUEST NOTICE</a>			
201605230001416	5/23/16 13:09	<a href="#">CERTIFICATE</a>			
201601130001051	1/13/16 11:42	<a href="#">LIS PENDENS</a>			
201512010003402	12/1/15 12:44	<a href="#">JUDGMENT</a>	<a href="#">DEFAULT</a>		
201508170001056	8/17/15 9:48	<a href="#">SUBSTITUTION</a>	<a href="#">TRUSTEE</a>		
201506090001545	6/9/15 13:06	<a href="#">DEED</a>			
201506090001537	6/9/15 12:58	<a href="#">DEED</a>			
201503120002285	3/12/15 12:11	<a href="#">SUBSTITUTION/ RECONVEYANCE</a>			
201502230000608	2/23/15 11:17	<a href="#">RPTT REFUND</a>			
201501220001850	1/22/15 9:10	<a href="#">REQUEST NOTICE</a>			
201412010000518	12/1/14 9:00	<a href="#">ASSIGNMENT</a>			
201409090000974	9/9/14 11:08	<a href="#">ASSIGNMENT</a>			
<a href="#">201408220002548</a>	8/22/14 9:53	<a href="#">DEED</a>			
201405060004357	5/6/14 14:30	LIEN			
201402120001527	2/12/14 9:06	<a href="#">NOTICE</a>			



201309230001369	9/23/13 10:39	LIEN		
201304080001087	4/8/13 9:51	<a href="#">DEFAULT</a>		
201304030001569	4/3/13 11:28	<a href="#">NOTICE</a>	<a href="#">RESCISSION</a>	
201303120000847	3/12/13 9:55	<a href="#">DEFAULT</a>		
201212140001338	12/14/12 9:37	<a href="#">LIEN</a>		
201204120001883	4/12/12 13:18	<a href="#">ASSIGNMENT</a>		
200808270003627	8/27/08 15:28	<a href="#">DEED</a>		
200705100001127	5/10/07 10:12	<a href="#">DEED OF TRUST</a>		
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	<a href="#">DEED OF TRUST</a>		
200406110005547	6/11/04 15:45	<a href="#">DEED</a>		
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	<a href="#">POWER OF ATTORNEY</a>		
200307310004442	7/31/03 14:08	<a href="#">DEED</a>		
200307310004441	7/31/03 14:08	NOTICE		

LINKS TO MY 27 PRO SE FILINGS PRIOR TO 4/23/19 EX PARTE HEARING THAT  
JUDGE KISHNER COULDN'T FIND IN THE COURT RECORD

7/29/16	<a href="#">MINV</a>	<a href="#">Nona Tobin and Steve Hansen's motion to intervene</a>
9/9/16	<a href="#">RPLY</a>	<a href="#">Reply to Jimijack's opposition to Tobin/Hansen motion to intervene</a>
9/23/16	<a href="#">AFFD</a>	<a href="#">Affidavit of Nona Tobin in Support of Nona Tobin and Steve Hansen's Motion to Intervene</a>
11/15/16	<a href="#">MINV</a>	<a href="#">Motion to Intervene into Consolidated Quiet Title Cases A-15- 720032-C and Former Case A-16-730078 (Nona Tobin, an Individual &amp; Trustee of Gordon B. Hansen Trust, dated 8/22/02)</a>
12/12/16	<a href="#">ROPP</a>	<a href="#">Reply to Jimijack's Opposition to Nona Tobin's, as an Individual, and the Hansen Trust's motion to intervene</a>
1/11/17	<a href="#">OGM</a>	<a href="#">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</a>
1/12/17	<a href="#">NEO</a>	<a href="#">Notice of Entry of Order Granting Applicant Nona Tobin's Motion to Intervene</a>
1/31/17	<a href="#">CRCM</a>	<a href="#">Nona Tobin's Crossclaim for Quiet Title Against Sun City Anthem Community Association, Inc. (HOA)</a>
2/1/17	<a href="#">AACC</a>	<a href="#">Nona Tobin's Answer to Plaintiff's (Jimijack's) Complaint and Counterclaim</a>
2/1/17	<a href="#">CRCM</a>	<a href="#">Nona Tobin's Crossclaim Against Thomas Lucas D/B/A Opportunity Homes, LLC</a>
2/1/17	<a href="#">CRCM</a>	<a href="#">Nona Tobin's Crossclaim Against Yuen K. Lee d/b/a F. Bondurant, LLC</a>
2/1/17	<a href="#">IAFD</a>	<a href="#">Initial Appearance Fee Disclosure (Nona Tobin, Pro Se)</a>
3/3/17	<a href="#">OPPC</a>	<a href="#">3/3/17 OPPC Tobin opposition to SCA 2/23/17 motion to dismiss and counter motion to void the sale</a>
3/7/17	<a href="#">NITD</a>	<a href="#">3/7/17 NITD Notice of intent to take default vs. Jimijack</a>
3/7/17	<a href="#">NITD</a>	<a href="#">3/7/17 NITD Notice of intent to take default vs. Lucas/Opportunity Homes</a>
3/7/17	<a href="#">NITD</a>	<a href="#">3/7/17 NITD Notice of intent to take default vs. Yuen K. Lee/F. Bondurant LLC</a>
3/22/17	<a href="#">OPPC</a>	<a href="#">3/22/17 OPPC Tobin opposition to Lucas/Op Homes motion for summary judgment</a>
3/28/17	<a href="#">DISI</a>	<a href="#">3/28/17 DISI Tobin Notice of Steve Hansen's disclaimer of interest</a>
4/5/17	<a href="#">OMD</a>	<a href="#">4/5/17 OMD Tobin Opposition to Sun City Anthem's 3/22/17 motion to dismiss</a>
4/10/17	<a href="#">ROPP</a>	<a href="#">Reply to Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss</a>
4/9/19	<a href="#">NOTC</a>	<a href="#">4/9/19 Tobin/Hansen Trust Notice of completion of mediation</a>
4/9/19	<a href="#">NOTA</a>	<a href="#">Tobin Notice of appearance to return to Pro Se status</a>
4/10/19	<a href="#">OPPC</a>	<a href="#">Tobin Opposition to Nationstar's motion for summary judgment against Jimijack and counter motion for summary judgment</a>
4/12/19	<a href="#">NOTA</a>	<a href="#">Tobin notice of appearance to return to Pro Se status as an individual (duplicate filed in error)</a>
4/12/19	<a href="#">NOTC</a>	<a href="#">Tobin/Hansen Trust Notice of completion of mediation (duplicate filed in error)</a>
4/12/19	<a href="#">OPPC</a>	<a href="#">Tobin OPPC vs Nationstar and Jimijack (duplicate filed in error)</a>
4/17/19	<a href="#">RPLY</a>	<a href="#">Tobin reply to support joinder to Nationstar motion for summary judgment</a>

LINKS TO 14 PRO SE FILINGS AFTER THE 4/23/19 EX PARTE HEARING THAT WERE NOT HEARD BECAUSE JUDGE KISHNER WAS TRICKED BY JOSEPH HONG AND MELANIE MORGAN INTO BELIEVING SHE HAD GRANTED ME LEAVE TO INTERVENE AS AN INDIVIDUAL IN 2016

4/24/19	<a href="#">MVAC</a>	<a href="#">Tobin motion to vacate order granting Sun City Anthem's motion for summary judgment against the Hansen Trust's quiet title claim and Nationstar's limited joinder thereto per NRCP 60 b)(3) FRAUD</a>
6/17/19	<a href="#">MINV</a>	<a href="#">Tobin motion to intervene as an individual per NRCP 24</a>
6/21/19	<a href="#">DECL</a> <a href="#">MINV</a>	<a href="#">Tobin declarations in support of motion to intervene</a>
7/1/19	<a href="#">RIS</a> <a href="#">MWCN</a>	<a href="#">Tobin reply in support of Mushkin/Coppedge motion to withdraw as counsel for Nona Tobin as an individual</a>
7/2/19	<a href="#">RPLY</a>	<a href="#">Tobin reply to Counter-defendants Jimijack and cross-defendant Lee/F. Bondurant LLC's opposition to Tobin's motion to intervene</a>
7/22/19	<a href="#">MNTR</a>	<a href="#">Tobin's motion for a new trial per NRCP 54(b) and NRCP 59a1ABCF</a>
7/23/19	<a href="#">NOTA</a>	<a href="#">Tobin's notice of appearance as a Pro Se</a>
7/24/19	<a href="#">NOAS</a>	<a href="#">Tobin's notice of appeal as an individual</a>
7/26/19	<a href="#">NOTC</a>	<a href="#">Tobin/Hansen Trust Notice of completion of mediation</a>
7/26/19	<a href="#">ASTA</a>	<a href="#">Tobin Pro Se case appeal statement into case 79295</a>
7/29/19	<a href="#">MTD</a> <a href="#">38.310</a>	<a href="#">Tobin Pro Se motion to dismiss Judge Kishner's order granting quiet title to Jimijack for lack of jurisdiction per NRS 38.310(2)</a>
8/7/19	<a href="#">NOLP</a>	<a href="#">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</a>
8/20/19	<a href="#">DECL</a>	<a href="#">Tobin Pro Se declaration opposing Sun city Anthem's motion for attorney fees and costs from the closed Hansen Trust</a>
8/26/19	<a href="#">DECL</a>	<a href="#">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</a>
8/26/19	<a href="#">FFCO</a>	<a href="#">Tobin Pro Se proposed findings of fact and order to grant Tobin motion to dismiss for lack of jurisdiction</a>
9/6/19	<a href="#">Docket</a> <a href="#">STMNT</a>	<a href="#">Pro Se docketing statement for Nona Tobin, an individual, was returned unread and I was dismissed as an appellatant in case 79295 because I was not aggrieved.</a>

### REGISTER OF ACTIONS

CASE No. A-16-730078-C

**Nationstar Mortgage LLC, Plaintiff(s) vs. Opportunity Homes LLC, Defendant(s)**  
(NSM) (OpHomes)

§  
§  
§  
§  
§  
§

Case Type: **Other Title to Property**  
Date Filed: **01/11/2016**  
Location: **Department 31**  
Cross-Reference Case Number: **A730078**

#### RELATED CASE INFORMATION

**Related Cases**  
A-15-720032-C (Companion Case)

#### PARTY INFORMATION

<b>Defendant</b>	<b>Opportunity Homes LLC</b>	This register does not show NSM's 4/12/16 motion to set aside 10/16/15 default or the 6/7/16 (NEO 6/8/16) Kishner order.	<b>Lead Attorneys</b>
<b>Other</b>	<b>Hansen, Steve</b>		The register does show that OpHomes never answered NSM's 1/11/16 complaint, but NSM never took default.
<b>Other</b>	<b>Tobin, Nona</b>	The 2/20/19 SODWOP where NSM stipulated to dismiss its claims vs. OpHomes is also not in this record.	<b>Pro Se</b>
<b>Plaintiff</b>	<b>Nationstar Mortgage LLC</b>		<b>Edgar C. Smith, ESQ</b> Retained 702-475-7964(W)

#### EVENTS & ORDERS OF THE COURT

##### DISPOSITIONS

05/31/2019 **Order of Dismissal With Prejudice** (Judicial Officer: Kishner, Joanna S.)  
Debtors: Jimijack Irrevocable Trust (Other)  
Creditors: Nationstar Mortgage LLC (Plaintiff)  
Judgment: 05/31/2019, Docketed: 06/03/2019  
Comment: Filed in A720032

On 1/11/16, NSM falsely claims the it became the beneficial owner of the disputed Hansen deed of trust on 2/4/11 (pg2), on 12/1/14 (pg 3). Filed the complaint against OpHomes six months after OpHomes transferred title to F. Bondurant and then to Jimijack on 6/9/15.

##### OTHER EVENTS AND HEARINGS

- 01/11/2016 **Complaint**  
*Complaint for Quiet Title*
- 01/12/2016 **Notice of Lis Pendens**  
*Notice of Lis Pendens*
- 01/13/2016 **Peremptory Challenge**  
*Peremptory Challenge of Judge*
- 01/13/2016 **Notice of Department Reassignment**  
*Notice of Department Reassignment*
- 01/26/2016 **Affidavit of Due Diligence**  
*Affidavit of Due Diligence*
- 01/27/2016 **Certificate**  
*Certificate of Delivery*
- 03/10/2016 **Affidavit of Service**  
*Affidavit of Service*
- 03/10/2016 **Affidavit of Posting**  
*Affidavit of Posting*
- 06/08/2016 **Notice of Appearance**  
*Notice Of Appearance*
- 06/08/2016 **Motion to Dismiss**  
*Real Party In Interest, Jimijack Irrevocable Trust's, Motion To Dismiss On Order Shortening Time*
- 06/10/2016 **Receipt of Copy**  
*Receipt Of Copy*
- 06/10/2016 **Opposition**  
*Nationstar's Opposition to Motion to Dismiss on Order Shortening Time*
- 06/14/2016 **Motion to Dismiss** (9:30 AM) (Judicial Officer Miley, Stefany)  
*Real Party In Interest, Jimijack Irrevocable Trust's, Motion To Dismiss On Order Shortening Time*  
[Parties Present](#)  
[Minutes](#)
- 06/30/2016 **Motion to Consolidate**  
*Jimijack Irrevocable Trust's Motion To Consolidate Case No. A-16-730078-C And Case No. A-15-720032-C*
- 07/25/2016 **Reply to Opposition**

NSM did not sue Jimijack who held the recorded interest and who had already recorded on 12/1/15 the 10/16/15 JDDF default judgment Judge kishner had ordered (No NEOJ) that should have closed the A-15-720032-C case.

This record shows the disposition of the case is a 5/31/19 SODW against Jimijack.

TOBIN: 0528

	<i>Plaintiff, Jimijack Irrevocable Trust's, Through Its Trustees, Reply To Nationstar Mortgage, LLC's Opposition To Motion For Summary Judgment On Order Shortening Time</i>	
07/29/2016	<b>Notice of Entry of Order</b> <i>Notice Of Entry Of Order</i>	On 7/29/16, I filed my first pro se motion to intervene, but it failed procedurally since I put the other beneficiary's name on it, and I didn't
07/29/2016	<b>Motion to Intervene</b> <i>Motion to Intervene</i>	
08/05/2016	<b>Motion to Consolidate</b> (3:00 AM) (Judicial Officer Kishner, Joanna S.) <i>Jimijack Irrevocable Trust's Motion To Consolidate Case No. A-16-730078-C And Case No. A-15-720032-C</i> Result: V.....	
08/10/2016	<b>Notice of Department Reassignment</b> <i>Notice of Department Reassignment</i>	attach proposed pleadings. Hearing was on 9/29/16 by Judge Kishner. Only Joseph Hong and I were present. Hong lied about this on 4/23/19.
08/30/2016	<b>Opposition to Motion</b> <i>Plaintiff, Jimijack Irrevocable Trust's, Opposition To Nona Tobin And Steve Hansen's Motion To Intervene</i>	
08/31/2016	<b>Order</b> <i>Order Granting Motion to Consolidate and Denying Motion for Summary Judgment</i>	
09/16/2016	<b>CANCELED Motion to Intervene</b> (3:00 AM) (Judicial Officer Kishner, Joanna S.) <i>Vacated - Case Reassigned</i> 09/13/2016 Reset by Court to 09/16/2016	
04/24/2019	<b>Motion to Vacate</b> <i>MOTION TO VACATE ORDER OF SUMMARY JUDGMENT AND COUNTER MOTION FOR SUMMARY JUDGMENT</i>	
07/16/2019	<b>Order to Statistically Close Case</b> <i>Civil Order to Statistically Close Case</i>	On 4/24/19, I filed a motion to vacate the order entered on 4/18/19 that granted cross-

FINANCIAL INFORMATION

	<b>Other Jimijack Irrevocable Trust</b>		defendant Sun City Anthem's (SCA) MSJ vs the Hansen Trust as to its quiet title COA and Plaintiff NSM's 2/12/19 limited joinder. Neither SCA nor NSM had any filed claims against the Hansen Trust or against me as an individual.	
	Total Financial Assessment			223.00
	Total Payments and Credits			223.00
	<b>Balance Due as of 12/09/2020</b>			<b>0.00</b>
06/08/2016	Transaction Assessment			223.00
06/08/2016	Efile Payment	Receipt # 2016-55244-CCCLK	Jimijack Irrevocable Trust	(223.00)
	<b>Plaintiff Nationstar Mortgage LLC</b>			
	Total Financial Assessment			735.00
	Total Payments and Credits			735.00
	<b>Balance Due as of 12/09/2020</b>			<b>0.00</b>
01/11/2016	Transaction Assessment			270.00
01/11/2016	Efile Payment	Receipt # 2016-02847-CCCLK	Nationstar Mortgage LLC	(270.00)
01/12/2016	Transaction Assessment			5.00
01/12/2016	Payment (Window)	Receipt # 2016-03372-CCCLK	Nation Wide	(5.00)
01/13/2016	Transaction Assessment			450.00
01/13/2016	Efile Payment	Receipt # 2016-03957-CCCLK	Nationstar Mortgage LLC	(450.00)
05/23/2016	Transaction Assessment			10.00
05/23/2016	Payment (Window)	Receipt # 2016-49592-CCCLK	Nona Tobin	(10.00)

Judge Kishner did not hear or decide my Pro Se 4/24/19 MVAC that included a CMSJ that my counsel had failed to file before the 3/26/19 hearing. I do not know why this 4/24/19 MVAC is in the A-16-730078-C register of actions, but is not in the A-15-720032-C consolidated case record.

I filed this before the 4/25/19 pre-trial conference when I found out that Judge Kishner had met ex parte with NSM's attorney Melanie Morgan and Joseph Hong on 4/23/19 and issued bench orders to strike my 4/9/19, 4/10/19/ 4/12/19, and 4/17/19 pro se filings as rogue because they were not filed by my counsel of record and he had not filed a motion to withdraw.

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

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

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

§  
§  
§  
§  
§  
§

Location: **Department 31**  
 Judicial Officer: **Kishner, Joanna S.**  
 Filed on: **06/16/2015**  
 Cross-Reference Case Number: **A720032**  
 Supreme Court No.: **79295**

CASE INFORMATION

**Related Cases**

A-16-730078-C (Companion Case)

Case Type: **Other Title to Property**

**Statistical Closures**

07/16/2019 Judgment Reached (bench trial)  
 10/16/2015 Default Judgment

Case Status: **07/16/2019 Closed**

DATE

CASE ASSIGNMENT

**Current Case Assignment**

Case Number	A-15-720032-C
Court	Department 31
Date Assigned	06/16/2015
Judicial Officer	Kishner, Joanna S.

PARTY INFORMATION

		<i>Lead Attorneys</i>
<b>Plaintiff</b>	<b>JimiJack Irrevocable Trust</b>	<b>Hong, Joseph Y.</b> <i>Retained</i> 702-870-1777(W)
<b>Defendant</b>	<b>Bank of America NA</b>	<b>Nitz, Dana J.</b> <i>Retained</i> 702-475-7964(W)
	<b>Sun City Anthem Community Association Inc</b>	<b>Clark, David A.</b> <i>Retained</i> 7023822200(W)
<b>Counter Claimant</b>	<b>Gordon B. Hansen Trust Dated 8/22/08</b>	
	<b>Nationstar Mortgage, LLC</b>	<b>Morgan, Melanie D.</b> <i>Retained</i> 702-634-5000(W)
	<b>Tobin, Nona</b>	<b>Pro Se</b> 702-465-2199(H)
<b>Counter Defendant</b>	<b>F. Bondurant LLC</b> Removed: 02/20/2019 Dismissed	
	<b>JimiJack Irrevocable Trust</b> Removed: 05/31/2019 Dismissed	<b>Hong, Joseph Y.</b> <i>Retained</i> 702-870-1777(W)
	<b>Oppurtunity Homes LLC</b> Removed: 02/20/2019 Dismissed	
	<b>Stokes, Joel A</b>	<b>Hong, Joseph Y.</b> <i>Retained</i> 702-870-1777(W)

**CASE SUMMARY**

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

**Stokes, Sandra F**

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

**Cross Claimant**

**Gordon B. Hansen Trust Dated 8/22/08**

**Tobin, Nona**

**Pro Se**  
702-465-2199(H)











**Cross Defendant**

**Lee, Yuen K.**

**Oppurtunity Homes LLC**  
Removed: 08/07/2017  
Dismissed

**Sun City Anthem Community Association Inc**


**Clark, David A.**  
Retained  
7023822200(W)

DATE	EVENTS & ORDERS OF THE COURT	INDEX
<b><u>EVENTS</u></b>		
06/16/2015	 Complaint Filed By: Plaintiff JimiJack Irrevocable Trust <i>Complaint</i>	
08/12/2015	 Summons Filed by: Counter Defendant Stokes, Joel A <i>Summons</i>	
08/19/2015	 Default Filed By: Counter Defendant Stokes, Joel A <i>Default</i>	
08/20/2015	 Three Day Notice of Intent to Default Filed By: Counter Defendant Stokes, Joel A <i>Notice Of Intent To Take Default Judgment</i>	
08/25/2015	 Application for Default Judgment Party: Counter Defendant Stokes, Joel A <i>Application For Entry Of Default Judgment</i>	
08/25/2015	 Memorandum of Costs and Disbursements Filed By: Counter Defendant Stokes, Joel A <i>Memorandum Of Costs And Disbursements</i>	
09/08/2015	 Notice of Hearing Filed By: Counter Defendant Stokes, Joel A <i>Notice of Hearing</i>	
10/05/2015	 Notice of Change of Hearing <i>Notice of Change of Hearing</i>	
10/16/2015	 Default Judgment Filed By: Counter Defendant Stokes, Joel A <i>Judgment By Default Against Defendant, Bank Of America, N.A.</i>	
04/12/2016	 Motion for Substitution	
















**CASE SUMMARY**

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

- Filed By: Other Nationstar Mortgage, LLC  
*Motion to Substitute Party, Intervene and Set Aside Default Judgment*
- 04/12/2016  Initial Appearance Fee Disclosure  
Filed By: Other Nationstar Mortgage, LLC  
*Initial Appearance Fee Disclosure*
- 04/12/2016  Declaration  
Filed By: Other Nationstar Mortgage, LLC  
*Declaration of Edgar C. Smith in Support of Motion to Substitute Party, Intervene and Set Aside Default Judgment*
- 04/26/2016  Opposition to Motion  
Filed By: Plaintiff JimiJack Irrevocable Trust  
*Plaintiff, Jimijack Irrevocable Trust's, Opposition To Proposed Intervenor, Nationstar Mortgage, LLC's, Motion To Substitute Party, Intervene And Set Aside Default Judgment*
- 05/10/2016  Reply in Support  
Filed By: Other Nationstar Mortgage, LLC  
*Reply in Support of Motion to Substitute Party, Intervene and Set Aside Default Judgment*
- 06/02/2016  Answer and Counterclaim  
Filed By: Other Nationstar Mortgage, LLC  
*Defendant in Intervention Nationstar Mortgage, LLC's Answer to Plaintiffs' Complaint and Counterclaim*
- 06/03/2016  Notice of Lis Pendens  
Filed by: Other Nationstar Mortgage, LLC  
*Notice of Lis Pendens*
- 06/07/2016  Order  
Filed By: Other Nationstar Mortgage, LLC  
*Order Granting in Part Nationstar Mortgage, LLC's Motion to Substitute Party, Intervene and Set Aside Default Judgment*
- 06/08/2016  Notice of Entry of Order  
Filed By: Defendant Bank of America NA  
*Notice of Entry of Order*
- 06/09/2016  Motion to Dismiss  
Filed By: Plaintiff JimiJack Irrevocable Trust  
*Plaintiff, Jimijack Irrevocable Trust's, Through Its Trustees, Motion To Dismiss Defendant In Intervention Nationstar Mortgage, LLC.'s Answer And Counterclaim*
- 06/16/2016  Ex Parte Application  
Party: Plaintiff JimiJack Irrevocable Trust  
*Plaintiff's Ex Parte Application For Order Shortening Time*
- 06/17/2016  Opposition to Motion to Dismiss  
Filed By: Other Nationstar Mortgage, LLC  
*Nationstar's Opposition to Motion to Dismiss*
- 06/17/2016  Order Shortening Time  
Filed By: Plaintiff JimiJack Irrevocable Trust  
*Order Shortening Time*

**CASE SUMMARY**

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

- 06/21/2016  Reply to Opposition  
 Filed by: Plaintiff JimiJack Irrevocable Trust  
*Plaintiff, JimiJack Irrevocable Trust's Reply to Nationstar's Opposition to Motion to Dismiss*
  
- 06/27/2016  Affidavit of Service  
 Filed By: Counter Defendant Stokes, Joel A  
*Affidavit of Service*
  
- 06/28/2016  Notice of Early Case Conference  
 Filed By: Other Nationstar Mortgage, LLC  
*Notice of N.R.C.P. 16.1 Early Case Conference*
  
- 06/30/2016  Motion to Consolidate  
 Filed By: Plaintiff JimiJack Irrevocable Trust  
*Jimijack Irrevocable Trust's Motion To Consolidate Case No. A-16-730078-C And Case No. A-15-720032-C*
  
- 07/06/2016  Motion for Summary Judgment  
 Filed By: Counter Defendant Stokes, Joel A  
*Plaintiff, JimiJack Irrevocable Trust's, Through Its Trustees, Motion For Summary Judgment On Order Shortening Time*
  
- 07/19/2016  Non Opposition  
 Filed By: Other Nationstar Mortgage, LLC  
*Nationstar Mortgage, LLC's Non-Opposition to JimiJack Irrevocable Trust's Motion to Consolidate*
  
- 07/20/2016  Opposition to Motion For Summary Judgment  
 Filed By: Other Nationstar Mortgage, LLC  
*Nationstar's Opposition to Motion for Summary Judgment*
  
- 07/21/2016  Order  
 Filed By: Counter Defendant Stokes, Joel A  
*Order Denying JimiJack Irrevocable Trust's Motion to Dismiss*
  
- 07/25/2016  Reply to Opposition  
 Filed by: Plaintiff JimiJack Irrevocable Trust  
*Plaintiff, JimiJack Irrevocable Trust's, Through Its Trustees, Reply To Nationstar Mortgage, LLC's Opposition To Motion For Summary Judgment On Order Shortening Time*
  
- 07/26/2016  Order  
 Filed By: Counter Defendant Stokes, Joel A  
*Order*
  
- 07/29/2016  Notice of Entry of Order  
 Filed By: Counter Defendant Stokes, Joel A  
*Notice Of Entry Of Order*
  
- 7/29/16 Nona Tobin/Steve Hansen motion to intervene is shown in the A-16-730078-C Register of Actions
  
- 08/10/2016  Notice of Department Reassignment  
*Notice of Department Reassignment*
  
- 08/11/2016  Notice of Entry of Order  
 Filed By: Defendant Bank of America NA

**CASE SUMMARY**

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

*Notice of Entry of Order Denying Jimijack Irrevocable Trust's Motion to Dismiss*

08/26/2016



Order Granting Motion

Filed By: Other Nationstar Mortgage, LLC

*Order Granting Motion to Consolidate and Denying Motion for Summary Judgment*

08/30/2016



Opposition to Motion

Filed By: Plaintiff JimiJack Irrevocable Trust

*Plaintiff, Jimijack Irrevocable Trust's, Opposition To Nona Tobin And Steve Hansen's Motion To Intervene*

09/09/2016



Reply to Opposition

Filed by: Trustee Tobin, Nona **Pro Se**

*Reply to Plaintiff, JimiJack Irrevocable Trust's Opposition to Nona Tobin and Steve Hansen's Motion to Intervene*

09/16/2016



Notice of Change of Hearing

*Notice of Change of Hearing*

09/23/2016



Affidavit in Support

Filed By: Counter Defendant Stokes, Joel A

*Affidavit of Nona Tobin in Support of Nona Tobin and Steve Hansen's Motion to Intervene*

11/15/2016



Motion to Intervene

Party: Trustee Tobin, Nona **Pro Se**

*Motion to Intervene Into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078*

12/05/2016



Opposition to Motion

Filed By: Plaintiff JimiJack Irrevocable Trust

*Plaintiff, Jimijack Irrevocable Trust's, Opposition To Motion To Intervene*

12/12/2016



Reply to Opposition **Pro Se**

Filed by: Trustee Tobin, Nona

*Reply to Plaintiff, Jimijack Irrevocable Trust's Opposition to Motion to Intervene*

01/11/2017



Order

**Pro Se**

Filed By: Trustee Tobin, Nona

*Order Granting Applicant Nona Tobin's Motion to Intervene*

01/12/2017



Notice of Entry of Order **Pro Se**

Filed By: Trustee Tobin, Nona

*Notice of Entry of Order Granting Applicant Nona Tobin's Motion to Intervene*

01/31/2017



Crossclaim

**Pro Se**

Filed By: Trustee Tobin, Nona

*Nona Tobin's Crossclaim for Quiet Title Against Sun City Anthem Community Association, Inc. (HOA)*

02/01/2017



Crossclaim

**Pro Se**

Filed By: Trustee Tobin, Nona

*Nona Tobin's Crossclaim Against Thomas Lucas D/B/A Opportunity Homes, LLC*

02/01/2017






Crossclaim

**Pro Se**

**CASE SUMMARY**

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

Filed By: Trustee Tobin, Nona  
*Nona Tobin's Crossclaim Against Yuen K. Lee d/b/a F. Bondurant, LLC*

- 02/01/2017  Initial Appearance Fee Disclosure Pro Se  
 Filed By: Trustee Tobin, Nona  
*Initial Appearance Fee Disclosure*
  
- 02/01/2017  Answer and Counterclaim Pro Se  
 Filed By: Trustee Tobin, Nona  
*Nona Tobin's Answer to Plaintiff's Complaint and Counterclaim*
  
- 02/05/2017  Summons Pro Se  
 Filed by: Defendant Bank of America NA  
*Summons Yuen K.Lee dba F. Bondurant*
  
- 02/05/2017  Summons Pro Se  
 Filed by: Defendant Bank of America NA  
*Summons - Sun City Anthem Community Association Inc*
  
- 02/06/2017  Summons Pro Se  
 Filed by: Trustee Tobin, Nona  
*Summons Thomas Lucas d/b/a Opportunity Homes LLC*
  
- 02/23/2017  Motion to Dismiss  
 Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim*
  
- 02/23/2017  Initial Appearance Fee Disclosure  
 Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Initial Appearance Fee Disclosure*
  
- 03/03/2017  Opposition and Countermotion Pro Se  
 Filed By: Defendant Bank of America NA  
*(Withdrawn 9/19/17) Opposition to Sun City anthem Community Association's Motion to Dismiss and Counter Motion for Order Voiding the HOA Sale*
  
- 03/07/2017  Three Day Notice of Intent to Default Pro Se  
 Filed By: Trustee Tobin, Nona  
*Three Day Notice of Intent to Take Default*
  
- 03/07/2017  Three Day Notice of Intent to Default Pro Se  
 Filed By: Trustee Tobin, Nona  
*Three Day Notice of Intent to Take Default*
  
- 03/07/2017  Three Day Notice of Intent to Default Pro Se  
 Filed By: Trustee Tobin, Nona  
*Three Day Notice of Intent to Take Default*
  
- 03/08/2017  Disclaimer of Interest  
 Filed By: Cross Defendant Oppurtunity Homes LLC  
*Disclaimer of Interest*
  
- 03/08/2017  Motion for Summary Judgment Lucas/Op Homes MSJ is vs both Nationstar and Tobin

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-15-720032-C

Filed By: Cross Defendant Oppurtunity Homes LLC

*Thomas Lucas's and Opportunity Homes, LLC's Motion for Summary Judgment*

vs. Nationstar & Tobin. Lucas/OpHomes never answered 1/11/16 NSM COMP for quiet title, equitable relief, temporary & permanent injunctions. Lucas/OpHomes did not answer Tobin 2/1/17 CRCM for

03/13/2017



Reply to Counterclaim

Filed by: Plaintiff JimiJack Irrevocable Trust

*Plaintiff's Reply To Nona Tobin's Counterclaim*

03/13/2017



Disclaimer of Interest

Filed By: Cross Defendant Lee, Yuen K.

*Disclaimer Of Interest*

03/13/2017



Answer to Crossclaim

Filed By: Counter Defendant F. Bondurant LLC

*Yuen K. Lee's Answer To Nona Tobin's Crossclaim*

03/16/2017



Substitution of Attorney

Filed by: Cross Defendant Sun City Anthem Community Association Inc

*Cross-Defendant Sun City Anthem Community Association's Substitution Of Counsel Pursuant To EDCR Rule 7.40 (B)(1)*

03/22/2017



Motion to Dismiss

Filed By: Cross Defendant Sun City Anthem Community Association Inc

*Cross-Defendant Sun City Anthem Community Association's Motion To Dismiss Nona Tobin's Cross-Claims*

03/22/2017



Opposition to Motion For Summary Judgment

Filed By: Trustee Tobin, Nona

Pro Se

*Opposition to Cross-Defendants, Thomas Lucas' and Opportunity Homes, LLC's, Motin for Summary Judgment*

03/27/2017



Opposition to Motion For Summary Judgment

Filed By: Other Nationstar Mortgage, LLC

*Nationstar's Opposition to Opportunity Homes, LLC's Motion for Summary Judgment*

03/27/2017



Declaration

Filed By: Defendant Bank of America NA

This does not support NSM's claims, but it was enough for Judge Kishner who forgot or just ignored my 9/23/16 DECL..

*Declaration of Nationstar Mortgage, LLC in Support of Nationstar's Opposition to Opportunity Homes, LLC's Motion for Summary Judgment*

03/27/2017



Reply in Support

Filed By: Cross Defendant Sun City Anthem Community Association Inc

*Cross-Defendant Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss*

03/28/2017



Disclaimer of Interest

Filed By: Other Hansen, Steve

Pro Se

*Disclaimer of Interest*

03/31/2017



Opposition **SCA misrepresented this withdrawal . See 5/25/17 minutes**

Filed By: Cross Defendant Sun City Anthem Community Association Inc

*(Withdrawn 9/19/17) Cross-Defendant Sun City Anthem Community Association's Opposition to Nona Tobin's Countermotion to Void the Sale*

04/05/2017



Opposition to Motion to Dismiss

Filed By: Trustee Tobin, Nona

Pro Se

**CASE SUMMARY**

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

*Opposition to Sun City Anthem's Motion to Dismiss*

04/10/2017



Reply to Opposition **Pro Se**

Filed by: Trustee Tobin, Nona

*Reply to Sun City Anthem Community Association's Opposition to Nona Tobin's Motion to Void the Sale*

04/18/2017



Reply in Support

Filed By: Cross Defendant Sun City Anthem Community Association Inc

*Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss*

04/19/2017



Reply to Opposition

Filed by: Cross Defendant Oppurtunity Homes LLC

*Thomas Lucas and Oppurtunity Homes, LLC's Reply to Nona Tobin's Opposition to Motion for Summary Judgment*

04/20/2017



Reply to Opposition

Filed by: Cross Defendant Oppurtunity Homes LLC

*Oppurtunity Homes, LLC's Reply to Nationstar Mortgage, LLC's Opposition to Motion for Summary Judgment*

05/24/2017



Notice of Appearance

Party: Trustee Tobin, Nona

*Notice of Appearance of Counsel*

**Joe Coppedge appeared for me in both capacities. See 5/23/17 and 5/25/17 hearing minutes.**

06/21/2017



Order Denying Motion

Filed By: Other Nationstar Mortgage, LLC

*Order Denying Motion for Summary Judgment*

**Judge Kishner nonsensically denied Opportunity Homes MSJ vs. Nationstar at 4/27/17 hearing, but granted MSJ against me. NSM's claims are provably false, and the affidavit NSM filed is deceptive and irrelevant**

06/22/2017



Notice of Entry of Order

Filed By: Other Nationstar Mortgage, LLC

*Notice of Entry of Order Denying Motion for Summary Judgment*

08/09/2017



Order

Filed By: Cross Defendant Oppurtunity Homes LLC

*Order Granting Thomas Lucs and Opportunity Homes, LLC's Motion for Summary Judgment*

08/11/2017



Notice of Entry

Filed By: Cross Defendant Oppurtunity Homes LLC

*Notice of Entry of Order Granting Thomas Lucas and Opportunity Homes, LLC's Motion for Summary Judgment*

08/16/2017



Memorandum of Costs and Disbursements

Filed By: Cross Defendant Oppurtunity Homes LLC

*Thomas Lucas and Opportunity Homes, LLC S Memorandum of Costs*

09/15/2017



Notice of Early Case Conference

*Notice of N.R.C.P. 16.1 Early Case Conference*

09/19/2017



Order

Filed By: Cross Defendant Sun City Anthem Community Association Inc

*Order*

09/20/2017



Notice of Entry

**CASE SUMMARY**

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

Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Notice of Entry of Order*

11/09/2017



Notice

Filed By: Other Nationstar Mortgage, LLC  
*Notice of Completion of Mediation Pursuant to NRS 38.310*

02/09/2018



Individual Case Conference Report

Filed By: Other Nationstar Mortgage, LLC  
*Individual Case Conference Report*

03/16/2018



Notice to Appear for Discovery Conference

*Notice to Appear for Discovery Conference*

04/10/2018



Substitution of Attorney

Filed by: Other Nationstar Mortgage, LLC  
*Substitution Of Counsel For Defendant In Intervension And Counterclaimant Nationstar Mortgage Llc,*

04/20/2018



Answer to Crossclaim

Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Cross-Defendant Sun City Anthem Community Association s Answer To Cross-Claims By Nona Tobin, An Individual And Trustee Of The Gordon B. Hansen Trust*

05/15/2018



Joint Case Conference Report

Filed By: Other Nationstar Mortgage, LLC  
*Joint Case Conference Report*

07/10/2018



Scheduling Order

*Scheduling Order*

09/13/2018



Order Setting Civil Non-Jury Trial and Calendar Call

*Order Setting Civil Non Jury Trial, Pre Trial Conference, Calendar Call and Status Check*

11/30/2018



Motion to Amend

*Motion to Amend Answer, Counterclaim, and Crossclaims*

12/05/2018



Notice of Appearance

Party: Other Nationstar Mortgage, LLC  
*Notice of Appearance*

02/04/2019



Notice

*Notice of Issuance of Subpoena Duces Tecum to Americana, LLC dba Berkshire Hathaway Home Services Nevada Properties*

02/04/2019



Notice

*Notice of Issuance of Subpoena Duces Tecum to Red Rock Financial Services, LLC*

02/04/2019



Notice

*Notice of Issuance of Subpoena Duces Tecum to Nevada Legal News*

02/05/2019



Motion for Summary Judgment

Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Cross-Defendant Sun City Anthem Community Association s Motion For Summary Judgment*



**CASE SUMMARY**

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

- 02/12/2019  Joinder  
 Filed By: Other Nationstar Mortgage, LLC  
*Nationstar Mortgage LLC's Limited Joinder To Sun City Anthem Community Association's Motion For Summary Judgment*
  
- 02/13/2019  Initial Appearance Fee Disclosure  
*Initial Appearance Fee Disclosure*
  
- 02/20/2019  Stipulation and Order for Dismissal Without Prejudice  
 Filed By: Other Nationstar Mortgage, LLC  
*Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes LLC and F. Bondurant LLC*
  
- 02/20/2019  Notice of Entry of Stipulation and Order  
 Filed By: Other Nationstar Mortgage, LLC  
*Notice of Entry of Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant, LLC*
  
- 03/05/2019  Opposition to Motion For Summary Judgment  
 Filed By: Trustee Tobin, Nona  
*Cross-Claimant Nona Tobin's Opposition to Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment*
  
- 03/06/2019  Reply in Support  
 Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Cross-Defendant Sun City Anthem Community Association s Reply In Support Of Its Motion For Summary Judgment*
  
- 03/07/2019  Stipulation and Order  
*Stipulation and Order Reforming Caption*
  
- 03/07/2019  Notice of Entry of Stipulation and Order  
*Notice of Entry of Stipulation and Order Reforming Caption*
  
- 03/12/2019  Amended Notice of Entry of Order  
 Filed By: Other Nationstar Mortgage, LLC  
*Amended Notice of Entry of Stipulation and Order Reforming Caption*
  
- 03/18/2019  Three Day Notice of Intent to Default  
 Filed By: Other Nationstar Mortgage, LLC  
*Nationstar Mortgage Llc's Three Day Notice Of Intent To Take Default Against Jimijack Irrevocable Trust*
  
- 03/21/2019  Motion for Summary Judgment  
 Filed By: Other Nationstar Mortgage, LLC  
*Nationstar Mortgage LLC's Motion for Summary Judgment (Hearing Requested)*
  
- 03/22/2019  Clerk's Notice of Hearing  
*Notice of Hearing*
  
- 03/25/2019  Reply to Counterclaim  
 Filed by: Plaintiff JimiJack Irrevocable Trust; Counter Defendant Stokes, Joel A; Counter Defendant Stokes, Sandra F

CASE SUMMARY

CASE NO. A-15-720032-C

*Jimijack Irrevocable Trust's Reply To Nationstar Mortgage, LLC.'s Counterclaim*

- 04/12/2019  Notice of Settlement  
Filed By: Other Nationstar Mortgage, LLC  
*Notice of Settlement*
- 04/15/2019  Stipulation and Order  
Filed by: Other Nationstar Mortgage, LLC  
*Stipulation and Order to Extend Briefing Schedule for Nationstar Mortgage LLC's Motion for Summary Judgment and Continue Hearing*
- 04/17/2019  Findings of Fact, Conclusions of Law and Order  
Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Findings Of Fact, Conclusions Of Law And Order On Cross-Defendant Sun City Anthem Community Association s Motion For Summary Judgment*
- 04/18/2019  Notice of Entry  
Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ON CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION S MOTION FOR SUMMARY JUDGMENT*
- 04/19/2019  Response  
Filed by: Other Nationstar Mortgage, LLC  
*Nationstar Mortgage LLC's Response to Nona Tobin's Opposition to Nationstar Mortgage LLC's Motion for Summary Judgment against Jimijack and Countermotion for Summary Judgment*
- 04/22/2019  Notice of Entry of Stipulation and Order  
Filed By: Plaintiff JimiJack Irrevocable Trust; Counter Defendant Stokes, Joel A; Counter Defendant Stokes, Sandra F  
*Notice Of Entry Of Stipulation And Order To Extend Briefing Schedule For Nationstar Mortgage LLC s Motion For Summary Judgment Anc [sic] Continue Hearing*
- 04/23/2019  Notice of Withdrawal of Motion  
Filed By: Other Nationstar Mortgage, LLC  
*Notice of Withdrawal of Nationstar Mortgage LLC's Motion for Summary Judgment*
- 04/29/2019  Motion  
Filed By: Trustee Tobin, Nona  
*Motion for Reconsideration*
- 04/30/2019  Clerk's Notice of Hearing  
*Notice of Hearing*
- 04/30/2019  Notice of Lis Pendens  
Filed by: Trustee Tobin, Nona  
*Notice of Lis Pendens*
- 05/02/2019  Opposition  
Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Cross-Defendant Sun City Anthem Community Association's Opposition ti Cross Claimant Nona Tobin's Motion for Reconsideration*
- 05/03/2019  Joinder

**CASE SUMMARY**

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

Filed By: Other Nationstar Mortgage, LLC  
*Nationstar Mortgage Llc's Limited Joinder To Sun City Anthem Community Association's  
Opposition To Nona Tobin's Motion For Reconsideration*

- 05/03/2019  Joinder to Opposition to Motion  
Filed by: Plaintiff JimiJack Irrevocable Trust; Counter Defendant Stokes, Joel A; Counter Defendant Stokes, Sandra F  
*Joel Stokes And Sandra F. Stokes, As Trustees Of The Jimijack Irrevocable Trust s, Joinder To Sun City Anthem Community Association s Opposition To Nona Tobin s Motion For Reconsideration*
- 05/23/2019  Motion  
*Motion to Substitute Real Party in Interest and to Withdraw as Counsel of Record for Counterclaimant Nona Tobin on Order Shortening Time*
- 05/23/2019  Reply  
Filed by: Trustee Tobin, Nona  
*Reply to Cross-Defendant Sun City Anthem Community Association s Opposition to Tobin s Motion for Reconsideration*
- 05/24/2019  Receipt of Copy  
*Receipt of Copy - Akerman*
- 05/24/2019  Receipt of Copy  
*Receipt of Copy - Lipson Neilson*
- 05/24/2019  Receipt of Copy  
*Receipt of Copy - Hong*
- 05/24/2019  Receipt of Copy  
*Receipt of Copy - Tobin*
- 05/24/2019  Opposition to Motion  
Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION S OPPOSITION TO MOTION TO SUBSTITUTE REAL PARTY IN INTEREST AND TO WITHDRAW AS COUNSEL OF RECORD FOR COUNTERCLAIMANT NONA TOBIN ON ORDER SHORTENING TIME*
- 05/24/2019  Supplement  
Filed by: Trustee Tobin, Nona  
*Supplement to Motion to Substitute Real Party in Interest and to Withdraw as Counsel of Record for Counterclaimant Nona Tobin*
- 05/24/2019  Opposition to Motion  
Filed By: Plaintiff JimiJack Irrevocable Trust; Counter Defendant Stokes, Joel A; Counter Defendant Stokes, Sandra F  
*Joel A. Stokes And Sandra F. Stokes, As Trustees Of The Jimijack Irrevocable Trust s, Opposition To Motion To Substitute Real Party In Interest And To Withdraw As Counsel Of Record For Counterclaimant Nona Tobin On Order Shortening Time*
- 05/31/2019  Order Denying  
Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Order Denying Motion for Reconsideration*
- 05/31/2019  Notice of Entry

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-15-720032-C

Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Notice of Entry of Order Denying Motion for Reconsideration*

05/31/2019



Stipulation and Order for Dismissal With Prejudice

Filed By: Other Nationstar Mortgage, LLC  
*(A720032, A730078) Stipulation and Order for the Dismissal of Nationstar Mortgage LLC's Claims Against Jimijack Irrevocable Trust with Prejudice*

05/31/2019



Notice of Entry of Stipulation & Order for Dismissal

Filed By: Other Nationstar Mortgage, LLC  
*Notice of Entry of Stipulation and Order for the Dismissal of Nationstar Mortgage LLC's Claims Against Jimijack Irrevocable Trust with Prejudice*

06/03/2019



Pre-trial Memorandum

*Counterclaimant, Nona Tobin's Pretrial Memorandum*

06/03/2019



Finding of Fact and Conclusions of Law

*(UNSIGNED BY JUDGE) Counterclaimant, Nona Tobin's [Proposed] Findings of Fact and Conclusions of Law*

06/05/2019



Findings of Fact, Conclusions of Law and Judgment

Filed by: Plaintiff JimiJack Irrevocable Trust; Counter Defendant Stokes, Joel A; Counter Defendant Stokes, Sandra F  
*Counterdefendants, Joel A. Stokes And Sandra F. Stokes, As Trustees Of The Jimijack Irrevocable Trust And Yuen K. Lee, An Individual, D/B/A Manager, F. Bondurant, LLC. s Proposed Findings Of Facts, Conclusions Of Law And Judgment*

06/17/2019



Motion to Withdraw As Counsel

Filed By: Trustee Tobin, Nona  
*Motion to Withdraw as Counsel of Record for Nona Tobin, an Individual on Order Shortening Time*

Judge Barker granted this unopposed motion on 7/9/19,  
but Judge Kishner refused to sign it as written.

06/17/2019



Motion to Intervene

Pro Se

Never heard or considered

*TOBIN MOTION TO INTERVENE AS AN INDIVIDUAL PER RULE 24*

06/20/2019



Proof of Service

Filed by: Trustee Tobin, Nona  
*Proof of Service Re: Nona Tobin, An Individual*

06/21/2019



Declaration

Pro Se

*Nona Tobin Declarations in support of MINV as an individual*

06/24/2019



Order

*Order on Findings of Fact, Conclusions of Law, and Judgment*

06/24/2019



Notice of Entry of Findings of Fact, Conclusions of Law

Filed By: Plaintiff JimiJack Irrevocable Trust; Counter Defendant Stokes, Joel A; Counter Defendant Stokes, Sandra F  
*Notice Of Entry Of Findings Of Facts, Conclusions Of Law And Judgment*

06/28/2019














Opposition to Motion

Filed By: Plaintiff JimiJack Irrevocable Trust; Counter Defendant Stokes, Joel A; Counter Defendant Stokes, Sandra F; Cross Defendant Lee, Yuen K.  
*Counterdefendants Opposition To Nona Tobin s Motion To Intervene Consolidated Cases A-15-720032-C And A-16-730078 Per Rule 24*

**CASE SUMMARY**

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

- 07/01/2019  Reply in Support Pro Se Never heard or considered  
*NONA TOBIN REPLY IN SUPPORT OF MUSHKIN WITHDRAWAL AS COUNSEL OF RECORD*
- 07/02/2019  Reply Pro Se Never heard or considered  
*NONA TOBIN REPLY TO OPPOSITION TO MOTION TO INTERVENE*
- 07/08/2019  Transcript of Proceedings  
Party: Trustee Tobin, Nona Pro Se  
*Recorder's Transcript of Hearing: All Pending Motions April 27, 2017*
- 07/08/2019  Transcript of Proceedings  
Party: Trustee Tobin, Nona Pro Se  
*Recorder's Transcript of Hearing: All Pending Motions April 23, 2019*
- 07/16/2019  Order to Statistically Close Case  
*Civil Order to Statistically Close Case*
- 07/16/2019  Transcript of Proceedings Pro Se  
*Transcript: All Pending Motions 5/25/17*
- 07/16/2019  Transcript of Proceedings Pro Se  
*Transcript: All Pending Motions 1/10/19*
- 07/16/2019  Transcript of Proceedings Pro Se  
*Transcript: All Pending Motions 3/26/19*
- 07/16/2019  Transcript of Proceedings Pro Se  
*Transcript: Pretrial Conference 4/25/19*
- 07/16/2019  Transcript of Proceedings Pro Se  
*Transcript: Status Check - Settlement Documents 5/21/19*
- 07/16/2019  Transcript of Proceedings Pro Se  
*Transcript: All Pending Motions 5/29/19*
- 07/16/2019  Transcript of Proceedings Pro Se  
*Transcript: Calendar Call 6/3/19*
- 07/16/2019  Transcript of Proceedings Pro Se  
*Transcript: Bench Trial - Day 1 - 6/5/19*
- 07/19/2019  Transcript of Proceedings Pro Se  
*Amended Transcript of Proceedings of Pretrial Conference to Correct Attorney Name Only 4/25/19*
- 07/23/2019  Notice of Hearing  
*Notice of Hearing*
- 07/23/2019  Notice of Appeal  
Filed By: Trustee Tobin, Nona

I put pro se by all the RTRANS because I ordered and paid for them personally like everything in this litigation. The Hansen Trust is a straw man argument. All parties know the insolvent Hansen Trust was closed on 3/28/17 per NR 163.187 when the title to its only asset was deeded into my name as an individual.

Twisting this case into a debate over my standing was a red herring opposing counsels used to distract the court and suppress the evidence that would have been fatal to their clients' cases.

**CASE SUMMARY**

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

*Notice of Appeal*

07/23/2019



Case Appeal Statement  
 Filed By: Trustee Tobin, Nona  
*Case Appeal Statement*

07/23/2019



Notice of Appearance  
*Notice of Appearance*

Pro Se

See altered Judge Barker order &  
 9/3/19 & 9/10/19 RTRAN

07/24/2019



Case Appeal Statement  
*NONA TOBIN'S INDIVIDUAL CASE APPEAL STATEMENT* Pro Se

07/24/2019



Notice of Appeal  
*NONA TOBIN'S INDIVIDUAL NOTICE OF APPEAL* Pro Se

07/25/2019



Case Appeal Statement  
 Filed By: Trustee Tobin, Nona  
*Case Appeal Statement*

07/26/2019



Amended Case Appeal Statement  
*NONA TOBIN'S SIGNED CASE APPEAL STATEMENT* Pro Se

07/26/2019



Notice Pro Se  
*Notice of Nona Tobin/Gordon B. Hansen Trust Dated 8/22/08 Completion of Mediation Pursuant to NRS 38.310*

07/30/2019



Clerk's Notice of Hearing  
*Notice of Hearing*

08/06/2019



Notice of Posting of Cost Bond  
*Notice of Posting Cost Bond on Appeal*

08/07/2019



Response  
 Filed by: Plaintiff JimiJack Irrevocable Trust; Counter Defendant Stokes, Joel A; Counter Defendant Stokes, Sandra F; Cross Defendant Lee, Yuen K.  
*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)*

08/07/2019



Notice of Lis Pendens Pro Se  
*Notice of Lis Pendens*

08/08/2019



Motion for Attorney Fees and Costs  
 Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Counter-Defendant Sun City Anthem Community Association's Motion for Attorneys' Fees and Costs Against the Gordon B. Hansen Trust*

08/08/2019



Joinder  
 Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*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*

**CASE SUMMARY**

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

*Pursuant to NRS 18.010 and EDCR 7.60*








- 08/09/2019  Clerk's Notice of Hearing  
*Notice of Hearing*
  
- 08/13/2019  Joinder  
Filed By: Plaintiff JimiJack Irrevocable Trust; Counter Defendant Stokes, Joel A; Counter Defendant Stokes, Sandra F; Cross Defendant Lee, Yuen K.  
*Counterdefendants Joinder To Sun City Anthem Community Association s Countermotion To Strike Notice Of Lis Pendens With Attached Complaint*
  
- 08/14/2019  Notice Pro Se  
*Notice of Transcripts Requested For Appeal*
  
- 08/14/2019  Notice of Posting of Cost Bond Pro Se  
*Notice of Posting of Cost Bond*
  
- 08/14/2019  Notice of Lis Pendens Pro Se  
*Notice of Lis Pendens*
  
- 08/19/2019  Opposition  
*Opposition to Counterdefendant Sun City Anthem Community Association's Motion for Attorney's Fees and Costs Against the Gordon B. Hansen Trust*
  
- 08/22/2019  Reply in Support  
Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Counter-Defendant Sun City Anthem Community Association's Reply in Support of its Motion for Attorney's Fees and Costs Against the Gordon B. Hansen Trust*
  
- 08/26/2019  Recorders Transcript of Hearing Pro Se  
*Recorder's Transcript of Hearing All Pending Motions 9/29/16*
  
- 08/26/2019  Recorders Transcript of Hearing Pro Se  
*Amended Transcript to correct title of motion: Third Parties Nona Tobin and Steve Hansen's Motion to Intervene 9/29/16*
  
- 08/26/2019  Recorders Transcript of Hearing Pro Se  
*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 12/20/16*
  
- 08/26/2019  Recorders Transcript of Hearing Pro Se  
*Transcript: Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim 3/28/17*
  
- 08/26/2019  Recorders Transcript of Hearing Pro Se  
*Recorder's Transcript of Hearing: Status Check Tuesday, May 23, 2017*
  
- 08/26/2019  Recorders Transcript of Hearing Pro Se  
*Transcript: Bench Trial Day 2 - 6/6/19*
  
- 08/26/2019  Findings of Fact, Conclusions of Law and Order Pro Se  
*Nona Tobin's Proposed Findings of Fact, Conclusions of Law, and Order of Dismissal Pursuant to NRS 38.310(2)*

I put pro se by all the RTRANS because I ordered and paid for them personally like everything in this litigation. The Hansen Trust was closed on 3/28/17 per NR 163.187 when the title to its only asset was deed into my name as an individual. Twisting this case into a debate over my standing was a red herring opposing counsels used to distract the court and suppress the evidence that would have been fatal to their clients' cases.



**CASE SUMMARY**

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

- 09/05/2019  **Recorders Transcript of Hearing**  
*Transcript: Pending Motions 9/3/19*
- 09/24/2019  **Order Denying Motion**  
*Order Denying Sun City Anthem Community Association's Motion for Attorney's Fees and Costs Against the Gordon B. Hansen Trust*
- 09/24/2019  **Amended Notice of Entry of Order**  
*Notice of Entry of Order Denying sun City Anthem Community Association s Motion For Attorney s Fees And Cost Against The Gordon B. Hansen Trust*
- 11/22/2019  **Findings of Fact, Conclusions of Law and Order**  
Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Findings of Fact, Conclusions of Law and Order*
- 11/22/2019  **Notice of Entry of Order**  
Filed By: Cross Defendant Sun City Anthem Community Association Inc  
*Notice of Entry of Order of Findings of Fact, Conclusions of Law and Order*
- 12/19/2019  **Notice of Appeal**  
Filed By: Trustee Tobin, Nona  
*Notice of Appeal*
- 12/20/2019  **Notice of Appeal**  
*Notice of Appeal* Pro Se

**DISPOSITIONS**

- 10/16/2015 **Default Judgment** (Judicial Officer: Kishner, Joanna S.)  
Debtors: Bank of America NA (Defendant) **B of A never removed from case until 6/5/19 trial**  
Creditors: JimiJack Irrevocable Trust (Plaintiff)  
Judgment: 10/16/2015, Docketed: 10/23/2015
- 08/09/2017 **Summary Judgment** (Judicial Officer: Kishner, Joanna S.)  
Debtors: Nona Tobin (Cross Claimant) **Did not meet NRCP 56(c) standard, but my new attorney did not appeal it. See 4/27/17 RTRAN**  
Creditors: Oppurtunity Homes LLC (Cross Defendant)  
Judgment: 08/09/2017, Docketed: 08/09/2017
- 08/09/2017 **Order of Dismissal** (Judicial Officer: Kishner, Joanna S.)  
Debtors: Nona Tobin (Cross Claimant) **NEO 8/11/17. See 6/21/17 order where MSJ vs. Nationstar was denied. See 4/27/17 RTRAN for differential, unfair application of standards.**  
Creditors: Oppurtunity Homes LLC (Cross Defendant)  
Judgment: 08/09/2017, Docketed: 08/09/2017
- 09/19/2017 **Order of Dismissal Without Prejudice** (Judicial Officer: Kishner, Joanna S.)  
Debtors: Nona Tobin (Cross Claimant) **See 5/25/17 RTRAN re stipulation to withdraw Hansen Trust / Tobin claims**  
Creditors: Sun City Anthem Community Association Inc (Cross Defendant)  
Judgment: 09/19/2017, Docketed: 09/20/2017 **(except quiet title) & 3/3/17 Tobin motion to void the sale & 3/31/17 HOA opposition pending completion of mediation per NRS 38.310**  
Comment: Certain Claims **OpHomes was the defendant in A-16-730078-C**
- 02/20/2019 **Order of Dismissal Without Prejudice** (Judicial Officer: Kishner, Joanna S.)  
Debtors: F. Bondurant LLC (Counter Defendant), Oppurtunity Homes LLC (Counter Defendant) **NSM filed no claims against F. Bondurant LLC. As there was no summons, there was no answer.**  
Creditors: Nationstar Mortgage, LLC (Counter Claimant)  
Judgment: 02/20/2019, Docketed: 02/20/2019
- 04/17/2019 **Summary Judgment** (Judicial Officer: Kishner, Joanna S.)  
Debtors: Nona Tobin (Cross Claimant) **SCA had no interest in the title & had no standing to file this motion**  
Creditors: Sun City Anthem Community Association Inc (Cross Defendant)  
Judgment: 04/17/2019, Docketed: 04/17/2019 **SCA had no filed claims against me or the Hansen Trust**

**SCA attorney David Ochoa should be disbarred for his fraudulent misrepresentations to the court and his aiding and abetting Nationstar and Jimijack to perpetrate a fraud on the court, and his covering up Red Rock's theft from the HOA.**

TOBIN, 0546

**CASE SUMMARY**

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

NSM didn't have to go to trial or produce any evidence. This is how NSM & Jimijack stole the house from me.

I was kicked out of the case & all my evidence excluded by I show up again in the debtor's column

05/31/2019

**Order of Dismissal With Prejudice** (Judicial Officer: Kishner, Joanna S.)

Debtors: JimiJack Irrevocable Trust (Counter Defendant)  
 Creditors: Nationstar Mortgage, LLC (Counter Claimant)  
 Judgment: 05/31/2019, Docketed: 06/03/2019

This same order is listed as the disposition of Plaintiff Nationstar's claims against OpHomes in A-16-730078-C. Since Jimijack was in default for not answering NSM's 6/2/16 counterclaims and JimiJack filed no claims against Nationstar, what does with prejudice even mean?

06/24/2019

**Judgment** (Judicial Officer: Kishner, Joanna S.)

Debtors: Nona Tobin (Counter Claimant, Cross Claimant), JimiJack Irrevocable Trust (Counter Defendant)  
 8/22/08 (Counter Claimant, Cross Claimant)  
 Creditors: JimiJack Irrevocable Trust (Counter Defendant), Yuen K. Lee (Cross Defendant)  
 Judgment: 06/24/2019, Docketed: 06/25/2019

Supreme court order 19-37046 said I had no right to appeal any of these orders because I was not aggrieved.

**HEARINGS** Judge Johnson dismissed A-19-799890-C by 12/3/19 order per NRCP (b)

**Motion for Prove Up** (10:00 AM) (Judicial Officer: Kishner, Joanna S.)

*Plaintiff's Motion for Hearing on Entry of Default Judgment*

Granted;

Journal Entry Details:

*PLAINTIFF'S MOTION FOR HEARING ON ENTRY OF DEFAULT JUDGMENT Witness, Joel Stokes, Trustee of JimiJack Irrevocable Trust, sworn and testified. COURT ORDERED, Quiet Title as to Bank of America is GRANTED. Proposed Order presented IN OPEN COURT. Will be available for pick-up from Court's outbox by end of day. ;*

05/17/2016

**Motion for Substitution** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)

*Other Nationstar Mortgage LL's Motion to Substitute party, Intervene and set aside Default Judgment*

Granted;

Journal Entry Details:

*Mr. Smith stated that his request is timely filed. The Court informed him that he is not in the case yet. Counsel stated that his is asking the Court to allow him to intervene as he is a real party in interest; he explained his position on that matter. Mr. Hong explained what the banks do in these instances and advised that his client is seeking the extinguishment of the deed of trust at the time of the HOA sale. Mr. Hong stated his position regarding quiet title cases and that it has to be the bank at the time of the HOA sale; the case was closed and the default judgment was entered six months ago. Further arguments regarding the deed of trust. Opposition argued by Mr. Smith; he advised that he is asking the Court to recognize that due process requires that he intervene in the case and assert his claims. COURT ORDERED, Motion to Intervene is GRANTED; Mr. Smith needs to break this down as the Bank of America is not being taken away yet. FURTHER the Motion is DENIED WITHOUT PREJUDICE regarding Substitution of Parties at this time. The Court advised it will deal with future motion practice as it comes before the Court. Ms. Smith stated he will provide an appearance and answer within ten days; the Court will track it on 6/3/16. Mr. Smith to prepare the order and run it by Mr. Hong before providing it to the Court.;*

06/23/2016

**Motion to Dismiss** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)

*Plaintiff, Jimijack Irrevocable Trust's, Through Its Trustees, Motion To Dismiss Defendant In Intervention Nationstar*

Denied Without Prejudice;

Journal Entry Details:

*Matter argued and submitted. Court stated its findings, and ORDERED, Plaintiff, Jimijack Irrevocable Trust's, Through Its Trustees, Motion to Dismiss Defendant In Intervention Nationstar is DENIED WITHOUT PREJUDICE. Mr. Smith to prepare the Order, circulating to Mr. Hong for approval as to form and content.;*

07/14/2016

**Status Check** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)

*RE: Possible consolidation with A730078 (DC 23 case)*

Matter Heard;

Journal Entry Details:





*STATUS CHECK RE: POSSIBLE CONSOLIDATION WITH A730078 (DC23 CASE) Mr. Smith not present. Mr. Hong requested upcoming hearings be combined and heard on 8/4/16, waived reply. Court directed Mr. Hong to send out a notice of hearing or order regarding the*

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-15-720032-C

*change of dates (file and e-serve). Mr. Hong requested that if he changes his mind and wants to reply could he file by 7/25/16 - Court notes it will be fine with that. COURT ORDERED, Jimijack Irrevocable Trust's Motion to Consolidate Case No. A-16-730078-C and A-15-720032-C currently set on 8/5/16 and Plaintiff, Jimijack Irrevocable Trust's, Through Its Trustees, Motion for Summary Judgment on Order Shortening Time currently set on 8/16/16 are both rescheduled and will now be heard on 8/4/16 at 9:30 am. Matter recalled. (9:50 am) Mr. Smith now present. Court provided overview of hearing. Mr. Smith states he was not intending to oppose the motion to consolidate, will file a non-opposition to the motion.;*

- 08/04/2016 **Motion to Consolidate** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*Jimijack Irrevocable Trust's Motion To Consolidate Case No. A-16-730078-C And Case No. A-15-720032-C*  
Granted;
- 08/04/2016 **Motion for Summary Judgment** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*Plaintiff, Jimijack Irrevocable Trust's, Through Its Trustees, Motion For Summary Judgment On Order Shortening Time*  
Denied Without Prejudice;
- 08/04/2016  **All Pending Motions** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)  
Matter Heard;  
Journal Entry Details:  
*JIMIACK IRREVOCABLE TRUST'S MOTION TO CONSOLIDATE CASE NO. A-16-730078-C AND CASE NO. A-15-720032-C: There being no opposition, COURT ORDERED, Motion GRANTED, pursuant to EDCR 2.20 and on the merits. PLAINTIFF, JIMIACK IRREVOCABLE TRUST'S, THROUGH ITS TRUSTEES, MOTION FOR SUMMARY JUDGMENT ON ORDER SHORTENING TIME: Matter argued and submitted. Court finds material issues of fact in dispute, and ORDERED, Motion DENIED WITHOUT PREJUDICE. Mr. Kelley to prepare the Orders, circulating to Mr. Hong for approval as to form and content.;*
- 09/29/2016  **Motion to Intervene** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)  
*Third Parties Nona Tobin and Steve Hansen's Motion to Intervene*  
Denied Without Prejudice;  
Journal Entry Details:  
*Matter argued and submitted. COURT ORDERED, Third Parties Nona Tobin and Steve Hansen's Motion to Intervene is Procedurally DENIED WITHOUT PREJUDICE. Ms. Tobin states she will re-file. Mr. Hong to prepare the order, circulating for approval as to form and content.;*
- 12/20/2016  **Motion to Intervene** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)  
*Nona Tobin's Motion to Intervene Into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078*  
Granted;  
Journal Entry Details:  
*Ms. Tobin stated she was the beneficiary and trustee of the trust that was the owner of the property at the time of the disputed Homeowners Association sale. Ms. Tobin argued she had an interest in the property, her motion was timely filed and served, and that Pltf.'s opposition was not timely filed and as such pursuant to 2.20 should be disregarded. Mr. Hong argued the case was over a year and a half old and at this juncture it was between Nationstar and his client and that the question was whether the deed of trust was free and clear or not. Mr. Wong argued there was no right of redemption and that he did not see any right Ms. Tobin could claim and that his opposition was timely filed. Following further arguments by Ms. Tobin, COURT STATED FINDINGS AND ORDERED, Motion GRANTED; Ms. Tobin has until January 6, 2017 to prepare the order. COURT FURTHER ORDERED the parties to complete the JCCR and prepare the appropriate report.;*
- 03/28/2017  **Motion to Dismiss** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)  
**03/28/2017, 04/27/2017, 05/25/2017**  
*Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim*  
Continued;

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-15-720032-C

Denied in Part;  
Granted in Part;  
Continued;  
Denied in Part;  
Granted in Part;  
Continued;  
Denied in Part;  
Granted in Part;

Journal Entry Details:

*SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION TO DISMISS NONA TOBIN, AN INDIVIDUAL AND TRUSTEE OF THE GORDON B. HANSEN TRUST'S CROSS-CLAIM*  
Also present, *Jakub Medrala, Esq., on behalf of Opportunity Homes, Inc. (per Clerk - no notice of appearance filed). Court notes multiple motions on four different days in proximity, all motions are interrelated. Statements by Ms. Tobin. Upon Court's inquiry, Ms. Ochoa agrees that matters should be consolidated on one day. Mr. Medrala also agrees. Discussion. Upon Court's inquiry, both Mr. Medrala and Ms. Ochoa state a settlement conference would not be helpful at this time. COURT ORDERED, matter CONTINUED to 4/27/17 at 9:30 am. All motions currently set on 4/6/17 and 4/18/17 will now be heard on 4/27/17 at 9:30 am. CONTINUED TO: 4/27/17 9:30 AM;*

- 04/27/2017 **Opposition and Countermotion (9:30 AM)** (Judicial Officer: Kishner, Joanna S.)  
*Opposition To Sun City Anthem Community Association's Motion To Dismiss And Counter Motion For Order Voiding The HOA Sale*  
Denied Without Prejudice;
- 04/27/2017 **Motion for Summary Judgment (9:30 AM)** (Judicial Officer: Kishner, Joanna S.)  
*Thomas Lucas's and Opportunity Homes, LLC's Motion for Summary Judgment*  
Motion Granted;
- 04/27/2017 **Motion to Dismiss (9:30 AM)** (Judicial Officer: Kishner, Joanna S.)  
*Cross-Defendant Sun City Anthem Community Association's Motion To Dismiss Nona Tobin's Cross-Claims*  
Denied Without Prejudice;
- 04/27/2017  **All Pending Motions (9:30 AM)** (Judicial Officer: Kishner, Joanna S.)  
Matter Heard;  
Journal Entry Details:  
*Jakub Medralla Esq. present on behalf of Thomas Lucas and Opportunity Homes LLC. CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION TO DISMISS NONA TOBIN'S CROSS-CLAIMS... Matter argued and submitted. COURT ORDERED, Motion DENIED WITHOUT PREJUDICE. SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION TO DISMISS NONA TOBIN, AN INDIVIDUAL AND TRUSTEE OF THE GORDON B HANSEN TRUST'S CROSS... Matter argued and submitted. COURT ORDERED, Motion DENIED WITHOUT PREJUDICE as to Nona Tobin as an individual; Ruling DEFERRED as to Nona Tobin as a Trustee of the Gordon B. Hansen Trust. COURT FURTHER ORDERED, Status Check SET. OPPOSITION TO SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION TO DISMISS AND COUNTER MOTION FOR ORDER VOIDING THE HOA SALE... Matter argued and submitted. COURT ORDERED, Motion DENIED WITHOUT PREJUDICE. THOMAS LUCAS'S AND OPPORTUNITY HOMES, LLC'S MOTION FOR SUMMARY JUDGMENT.. Matter argued and submitted. COURT ORDERED, Motion GRANTED. Court directed Mr. Medralla to prepare the Order, circulating to all parties for approval as to form and content in accordance with EDCR 7.21. 5/23/17 9:30 A.M. STATUS CHECK: CORPORATE COUNSEL (GORDON B. HANSEN TRUST);*
- 05/23/2017  **Status Check (9:30 AM)** (Judicial Officer: Kishner, Joanna S.)  
**05/23/2017, 05/25/2017**  
*Status Check: Corporate Counsel (Gordon B. Hansen Trust)*  
Continued;  
Matter Heard;  
Continued;  
Matter Heard;

**CASE SUMMARY****CASE NO. A-15-720032-C**

## Journal Entry Details:

*Pursuant to representations of counsel, COURT ORDERED, matter CONTINUED, as well as reset Motion to Dismiss to the same date and time. 5/25/17 9:30 AM STATUS CHECK: CORPORATE COUNSEL (GORDON B. HANSEN TRUST)...MOTION TO DISMISS;*

05/25/2017

**All Pending Motions (9:30 AM)** (Judicial Officer: Kishner, Joanna S.)

Matter Heard;

## Journal Entry Details:

*STATUS CHECK: CORPORATE COUNSEL (GORDON B. HANSEN TRUST) SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION TO DISMISS NORA TOBIN, AN INDIVIDUAL AND TRUSTEE OF THE GORDON B. HANSEN TRUST' S CROSS-CLAIM Court noted corporate counsel filed a Notice of Appearance. Upon Court's inquiry regarding status of case, Mr. Coppedge spoke with Mr. Ochoa yesterday and has reread the motions. Mr. Coppedge concurs with the Motion to Dismiss, until time for mediation, that all claims for relief and cross claims, except for quiet title be dismissed without prejudice. Mr. Coppedge stated he was inclined to file an amended cross claim to resolve any issues. Colloquy regarding procedural history of the case. Mr. Ochoa stated they have no claim to quiet title; therefore, that claim should not keep them in the case pending NRED mediation. Court stated its inclination. Colloquy. As to Nona Tobin's countermotion to void the sale, Mr. Coppedge WITHDREW motion without prejudice. Mr. Ochoa stated she filed two countermotions. COURT ORDERED, GRANTED IN PART, DENIED IN PART. COURT ORDERED, countermotions filed March 3 and March 31 WITHDRAWN WITHOUT PREJUDICE, at the request of counsel. COURT ORDERED, Motion to Dismiss GRANTED, pursuant to stipulation of parties to all claims other than quiet title; DENIED WITHOUT PREJUDICE with regards to the quiet title claim. The Court takes no position on the propriety of any actions that may have happened after the crossclaim. Mr. Ochoa to prepare order regarding Motion to Dismiss and two countermotions to avoid the sale, circulating for approval as to form and content in accordance with EDCR 7.21. ;*

04/17/2018

**Discovery Conference (10:30 AM)** (Judicial Officer: Bulla, Bonnie)*Discovery Conference*

Matter Heard;

## Journal Entry Details:

*Colloquy re: Deft in Intervention's ICCR, and Ms. Whelan is new counsel. Mr. Hong thought a JCCR was filed. COMMISSIONER RECOMMENDED, Status Check SET; provide a file stamped courtesy copy of JCCR, if the dates work a Scheduling Order will issue, and upon request the Status Check would come off calendar. Commissioner stated people are playing different roles in the case, and counsel must sign in all capacities. Dates in Deft in Intervention's ICCR are fine, or counsel can agree to other dates. Mr. Ochoa stated another party is not present (original purchaser), and colloquy re: someone was taken out by Summary Judgment. 5-15-18 9:30 a.m. Status Check: JCCR;*

05/15/2018

**Status Check (9:30 AM)** (Judicial Officer: Bulla, Bonnie)*Status Check: JCCR*

Scheduling Order Will Issue; Status Check: JCCR

## Journal Entry Details:

*Status Check: JCCR Ms. Whelan stated the Joint Conference Report will be done today, they are ready to sign. She also noted her agreement to the same dates as submitted by the Bank. Counsel anticipate two to three days for trial re: Quiet Title Action. COMMISSIONER RECOMMENDED, discovery cutoff is 2/28/19; adding parties, amended pleadings, and initial expert disclosures DUE 11/30/18; rebuttal expert disclosures DUE 12/31/18; dispositive motions TO BE FILED BY 4/1/19. Scheduling Order will issue and a memo will be sent to the trial court. Ms. Whelan stated that Mr. Medrela emailed to say he did not realize there was a scheduling today and that is why is he not present. COMMISSIONER ADVISED his appearance today will be excused. COMMISSIONER REQUESTED Ms. Whelan to get the Joint Case Conference Report on file and to send this Court a courtesy copy.;*

01/10/2019

**Motion to Amend Answer (9:00 AM)** (Judicial Officer: Kishner, Joanna S.)

*Defendant In Intervention/Counterclaimant/Cross-Claimant's, Nona Tobin, as Trustee of the Gordon B. Hansen Trust, Motion to Amend Answer, Counterclaim and Crossclaims*

Motion Granted;

## Journal Entry Details:



**CASE SUMMARY**

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

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

03/05/2019

**Motion for Summary Judgment (4:45 PM)** (Judicial Officer: Kishner, Joanna S.)  
**03/05/2019, 03/26/2019**


*Cross-Defendant Sun City Anthem Community Association's Motion For Summary Judgment*  
 Granted;  
 Motion Granted;  
 Granted;  
 Motion Granted;

03/05/2019

**Joinder (4:45 PM)** (Judicial Officer: Kishner, Joanna S.)  
**03/05/2019, 03/26/2019**

*Nationstar Mortgage LLC's Limited Joinder To Sun City Anthem Community Association's Motion For Summary Judgment*  
 Granted;  
 Motion Granted;  
 Granted;  
 Motion Granted;

03/05/2019

 **All Pending Motions (4:45 PM)** (Judicial Officer: Kishner, Joanna S.)


Matter Heard;  
 Journal Entry Details:  
*CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT NATIONSTAR MORTGAGE LLC'S LIMITED JOINDER TO SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT On February 5, 2019, Sun City Anthem Community Association filed a Motion for Summary Judgment and on February 12, 2019, Nationstar filed a Limited Joinder. Based on the date the Motion for Summary Judgment was filed and the date of the filing of the limited Joinder, no timely Opposition was filed. In accordance with EDCR 2.20 the failure to file a timely Opposition "can be construed as an admission that he motion and/or joinder is meritorious and a consent to grant the same." Thus, the Court in accordance with EDCR 2.23 advances the matter as "the time to oppose has passed and no opposition has been filed." The Court also GRANTS the Motion in accordance with EDCR 2.20. Counsel for Movant, Sun City Anthem is directed to prepare an Order with findings of fact and conclusions of law consistent with NRCP 56 and provide it to counsel and the Court within ten days in accordance with EDCR 7.21. CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Tena M. Jolley, to all registered parties for Odyssey File & Serve. (tmj:3/5/19);*

03/26/2019

**Status Check (9:30 AM)** (Judicial Officer: Kishner, Joanna S.)

To be heard with other matters  
 Matter Heard;

03/26/2019

 **All Pending Motions (9:30 AM)** (Judicial Officer: Kishner, Joanna S.)

Matter Heard;  
 Journal Entry Details:  
*STATUS CHECK Counsel anticipate 2-3 day Bench Trial with all testimony from live witnesses and nothing unique for trial. Mr. Ochoa indicated he was unavailable the week of May 28, 2019, the first week of the five-week stack. The Court stated he could revisit the issue at the Pre Trial Conference scheduled for April 25, 2019. CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT...NATIONSTAR MORTGAGE LLC'S LIMITED JOINDER TO SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT After the Court's consideration of the papers submitted by counsel in connection with this matter, and, having heard the oral arguments presented by Mr. Ochoa, Ms. Morgan and Mr. Coppedge, Mr. Hong made a Oral Motion for Joinder to Cross-Defendant's Motion for Summary*

## CASE SUMMARY

CASE NO. A-15-720032-C

*Judgment. Mr. Coppedge objected as untimely; the Court DENIED Mr. Hong's Oral Motion for Joinder; and COURT ORDERED, Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment and Nationstar Mortgage LLC's Limited Joinder thereto GRANTED as a matter of law as to the claims asserted by movant having met their burden and based on a totality of the evidence. The Court DIRECTED Mr. Ochoa to prepare detailed Findings of Fact and Conclusions of Law circulating to all counsel and provide it back to the Court in accordance with EDCR 7.21.;*

04/23/2019



**All Pending Motions (9:00 AM)** (Judicial Officer: Kishner, Joanna S.)

Matter Heard;

Journal Entry Details:



*TOBIN OPPOSITION TO NATIONSTAR MOTION FOR SUMMARY JUDGMENT AGAINST JIMIACK AND COUNTERMOTION FOR SUMMARY JUDGMENT TOBIN OPPOSITION TO NATIONSTAR MOTION FOR SUMMARY JUDGMENT AGAINST JIMIACK AND COUNTERMOTION FOR SUMMARY JUDGMENT COURT NOTED on April 9, 2019 a Notice of Appearance was filed; however a Notice of Withdrawal was never received from Mr. Mushkin's firm on behalf of Ms. Tobin. Mr. Hong stated Mr. Mushkin's office represented Tobin as the trustee for the Hansen Trust, not as an individual. Further, when Ms. Tobin appeared in the case originally, in proper person, the Court advised her she did not have standing because she was not the trustee. Thereafter, she appeared as the trustee and Mr. Mushkin represented her. Further, she did not have standing due to as an individual she did not have anything to do with this case. Additionally, when the Court granted the HOA's Motion for Summary Judgment against the Trust that concluded. Therefore, Ms. Tobin filed an opposition/counter-motion in proper person, individually. Ms. Tobin did not have standing in this case. The only party that had standing was the trust being they were the former owner when the foreclosure occurred. Moreover, Ms. Tobin intervened in the other case that was consolidated with this case as a trustee. COURT FURTHER NOTED in was in receipt of a Notice of Settlement of Nationstar, Joel Stokes and Sandra F. Stokes as Trustee of the Jimiack Irrevocable Trust stating that it had reached agreement on all material terms. Upon Court's inquiry, counsel stated that the May 7, 2019 Motion for Summary Judgment hearing could be moot. Ms. Morgan stated they would withdraw the motion. COURT FINDS there was a Notice of Appearance from the Sun City Anthem and there was not anything else that remained this case. Further, the Court would need to set a status check as to settlement documents between the parties that filed a Notice of Settlement on April 12, 2019. Ms. Morgan stated Nona Tobin still had claims against Jimiack. Upon Court's further inquiry, Mr. Hong acknowledged that Mr. Mushkin was counsel for the trustee and he was counsel for Jimiack. Mr. Hong stated based on this Court's previous Order for Summary Judgment in Favor of the buyer, Opportunity Homes, it would be requested to file a simple motion mirroring the Court's Order similar to a res judica noting that the claims alleged by the trust were identical. COURT NOTED it could not grant any oral leave without a hearing or other parties present. COURT FINDS there was a rogue document filed, Notice of Appearance on April 9, 2019 of Nona Tobin in Proper Person. There was not leave sought by Ms. Tobin for any individual capacity. Further, the only portion of this case in which Ms. Tobin was involved, in any capacity, was as Trustee of the Gordan B. Hansen, August 22, 2008. In that capacity Ms. Tobin was represented by counsel. That counsel had not filed any motion to withdraw, any pleadings on behalf of Ms. Tobin as Trustee for Gordan B. Hansen Trust would need to be filed by counsel. COURT ORDERED the Notice of Appearance filed April 9, 2019 was a rogue document, therefore STRICKEN. COURT NOTED as to the Notice of Completion of Mediation filed on April 9, 2019, the Court already had a prior document with regards to the completion of mediation Furthermore, since that was also filed by Ms. Tobin, individually, and not her counsel, COURT FURTHER ORDERED, Notice of Completion of Mediation filed April 9, 2019 STRICKEN. COURT FINDS the Tobin's Opposition to Nationstar Summary Judgment against Jimiack and counter-motion filed April 10, 2019 at 11:17 a.m., filed by Nona Tobin, not filed by Mr. Mushkin as counsel as trustee of the Gordan B. Hansen Trust, a rogue document, therefore, COURT ADDITIONALLY ORDERED, Tobin's Opposition to Nationstar Summary Judgment against Jimiack and counter-motion STRICKEN. COURT FINDS that if the Court reviewed the underlying arguments, which it could not, even independently, it was understood that there were no claims between Nationstar that currently existed with regards to Nona Tobin as Trustee of the Gordan Hansen Trust. There would not be an appropriate opposition. COURT ORDERED, the April 12, 2019 at 1:40 a.m. Tobin Opposition To Nationstar Motion For Summary Judgment Against Jimiack And Counter Motion For Summary Judgment Hearing Requested Conjunction With Hearing For Nationstar MSJ Scheduled STRICKEN being a rogue documents. COURT FURTHER ORDERED, the Notice of Appearance Nona Tobin in Proper Person and the Notice of Completion of Mediation filed on April 12, 2019 STRICKEN as rogue and duplicative. COURT ADDITIONALLY ORDERED, April 12, 2019 1:11 AM Notice of Completion of Mediation and April 12, 12:39 am Notice of Appearance STRICKEN*



## CASE SUMMARY

CASE NO. A-15-720032-C

as rogue and duplicative. On April 17, 2019 at 8:37 a.m., Tobin's Reply In Support of Joinder to Nationstar Mortgage, LLC's Motion For Summary Judgment and Reply In Support Of Tobin's Motion For Summary Judgment, COURT ADDITIONALLY motion ORDERED STRICKEN as rogue. COURT was NOT FINDING that it should strike the April 19th Response by Nationstar, being it was clarification to enlighten the Court the improper filing of documents. Upon Court's inquiry, Ms. Morgan stated she was not requesting the Court to take action. As to the remaining underlying documents, Mr. Hong stated they would withdraw and vacate the Stipulation to Extend the briefing scheduling noting it was prepared and filed prior to settlement, that document was now moot. Upon Court's inquiry, Mr. Hong acknowledged the Court could disregard the stipulation as to the briefing schedule. As to the pending Motion for Summary Judgment on May 7th. Ms. Morgan stated that would not be heard stating the only claims remained had been resolved and she would file a Notice of Withdraw. At the request of the movant, no opposition by Mr. Hong, and since only party which could have filed any pleadings, COURT ORDERED, May 7, 2019 Motion for Summary Judgment VACATED. COURT NOTED the Calendar Call and Bench Trial dates would remain. Further, Nona Tobin as Trustee for the Gordan B. Hansen Trust versus Jimijack were the only remaining parties in these combined cases, A720032 with A730078. Ms. Morgan advised Tobin as Trustee also had pending claims against Yuen K. Lee and F Bonderant LLC. Colloquy regarding the caption. COURT ORDERED, Status Check SET regarding Settlement Documents. 05/21/19 STATUS CHECK: SETTLEMENT DOCUMENTS CLERK'S NOTE: Minutes amended to reflect the additional stricken documents as follows: 04/12/19 1:11 AM Notice of Completion of Mediation and 04/12/19 12:39 AM Notice of Appearance. ndo05/09/19 ;

- 04/23/2019 **Opposition and Counter-motion** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*Tobin Opposition to Nationstar Motion for Summary Judgment Against Jimijack and Counter-motion for Summary Judgment*  
 Matter Heard;
- 04/23/2019 **Opposition and Counter-motion** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*Tobin Opposition to Nationstar Motion for Summary Judgment Against Jimijack and Counter-motion for Summary Judgment*  
 Matter Heard;
- 04/25/2019  **Pre Trial Conference** (10:15 AM) (Judicial Officer: Kishner, Joanna S.)  
 Matter Heard;  
 Journal Entry Details:  
*Joseph Hong, Esq., present telephonically on Court Call on behalf of Plaintiff. Colloquy regarding remaining parties on this matter. MATTER TRAILED. MATTER RECALLED. All parties present as before. Court stated co-counsel, Tom Grover, was to be here by 10:15 AM and this Court impose sanctions. Colloquy regarding Nona Tobin now representing herself. Court noted there were a series of documents filed by Ms. Tobin stricken, as she is represented by counsel. Mr. Coppedge stated Ms. Tobin requested they withdraw as Ms. Tobin's counsel as an individual. COURT STATED today is only on calendar for Pre-Trial Conference and there needs to be a judicial day notice of the request. Ms. Morgan confirmed she has circulated a stipulation to conform the caption. Court noted the remaining parties are the Tobin parties and the parties represented in the Counter Defendant role by Mr. Hong. Mr. Coopedge stated trial can take up to 2.5 days. COURT ORDERED, trial #3 on the 06/05 stack; trial dates SET. 05/23/19 3:30 PM CALENDAR CALL 06/05/19 10:00 AM BENCH TRIAL Minute Order prepared by review of JAVS. hvp/5/23/19;*
- 05/07/2019 **CANCELED Motion for Summary Judgment** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*Vacated - per Judge*  
*NationStar Mortgage LLC's Motion for Summary Judgment*
- 05/21/2019  **Status Check** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)  
*Status Check: Settlement Documents*  
 Matter Heard;  
 Journal Entry Details:  
*Mr. Hong appeared telephonically through Court Call. Ms. Wittig informed the Court parties were going along with settlement, however, there was a motion for reconsideration filed on the HOA's motion for summary judgment; further noting she believes her client needs to wait until the Court rules on the motion for reconsideration in order to finish the settlement, the settlement agreement was drafted and was executed, however, her client is waiting on transfer*

## CASE SUMMARY

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of funds until after the motion for reconsideration is heard, as this could affect the settlement. Mr. Hong confirmed the settlement documents were signed, and in terms of payment, his client is waiting for the ruling on the motion for reconsideration. Mr. Coppedge stated his client had requested for him to withdraw from the case, to proceed pro se, and there is a motion pending on this. Mr. Ochoa requested Court to hear the motion for reconsideration first, further noting an objection was filed, the other parties are attempting to settle to resolve all issues; and he would request Calendar Call be heard after the decision on the motion for reconsideration. Parties made no objection to moving the Calendar Call. Upon Court's inquiry, Mr. Coppedge estimated 1 binder of exhibits as to Nona Tobin; and Mr. Hong confirmed his client will have no exhibits. COURT ORDERED, Motion for reconsideration and Calendar Call are RESET. Following objections by counsel, COURT ADDITIONALLY ORDERED, hearing SET on the Motion to substitute. Oppositions and any joinders are due May 24, 2019 by 3:00 p.m. Trial exhibits and any required trial documents for the Court are due at time of Calendar Call. 5/29/19 8:30 A.M. CROSS-CLAIMANT NONA TOBIN'S MOTION FOR RECONSIDERATION...MOTION TO SUBSTITUTE REAL PARTY IN INTEREST AND TO WITHDRAW AS COUNSEL OF RECORD FOR COUNTERCLAIMANT NONA TOBIN ON ORDER SHORTENING TIME 6/03/19 8:45 A.M. CALENDAR CALL 6/05/19 10:00 A.M. BENCH TRIAL (3 DAYS) ;


- 05/29/2019 **Motion For Reconsideration** (8:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*Cross-Claimant Nona Tobin's Motion For Reconsideration*  
Denied;
- 05/29/2019 **Motion for Substitution** (8:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*Motion To Substitute Real Party In Interest And To Withdraw As Counsel Of Record For Counterclaimant Nona Tobin On Order Shortening Time*  
Off Calendar;
- 05/29/2019  **All Pending Motions** (8:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*All Pending Motions (5/29/2019)*  
Matter Heard;  
Journal Entry Details:  
*Mr. Mushkin not present. Court stated a call was received in Chambers that one of the parties was stuck in traffic this morning. Court TRAILED and RECALLED matter at 8:30 A.M. Upon Court's inquiry, the parties in Court confirmed not receiving any updates from opposing counsel. Mr. Hong requested to go forward with the hearing. Court TRAILED matter to call another case on Calendar. CASE RECALLED. Mr. Mushkin present in Court. CROSS-CLAIMANT NONA TOBIN'S MOTION FOR RECONSIDERATION Court addressed preliminary matters, history of the case, and the Motion. COURT ORDERED, any representation about Nona Tobin being an individual party in the case is STRICKEN. Court also addressed the order issued in April, 2019. Court noted the name of the trust is unclear, and both of the names of the trusts on the captions of various pleadings list different numbers. Arguments by counsel. COURT ORDERED, Motion DENIED. MOTION TO SUBSTITUTE REAL PARTY IN INTEREST AND TO WITHDRAW AS COUNSEL OF RECORD FOR COUNTERCLAIMANT NONA TOBIN ON ORDER SHORTENING TIME At request of counsel, COURT ORDERED, Motion TAKEN OFF CALENDAR. Mr. Ochoa to prepare the order.;*
- 06/03/2019  **Calendar Call** (8:45 AM) (Judicial Officer: Kishner, Joanna S.)  
Reset at PTC  
Matter Heard;  
Journal Entry Details:  
*Parties made appearances; and Mr. Coppedge identified Ms. Tobin as an individual. Court clarified there is nothing in the record that shows Ms. Tobin as an individual, the Court had asked Mr. Mushkin about this at the last hearing, the intervention motion was granted back in 2016 as Tobin trustee on behalf of the trust, there is nothing in the record that allowed Ms. Tobin to come in as an individual, and a trustee has to be represented by counsel. Court addressed the caption issue and history of the case, including the ruling made at the prior hearing. Upon Court's inquiry about whether a Rule 2.67 conference was held, Mr. Coppedge stated this occurred two weeks ago, telephonically, and he does not have an exact date. Mr. Hong noted he spoke with opposing counsel telephonically, and will not be providing witnesses or documents. Court noted there was a Joint Case Conference Report filed and an Individual Case Conference Report filed. Statements by counsel. Court addressed the procedural aspects of the case; and determined non-compliance by the parties under EDCR*

**CASE SUMMARY**

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2.67, EDCR 2.68, and EDCR 2.69 or NRCP 16.1 (a) (3); and no pre-trial memorandums were filed, no joint pre-trial memorandums were filed, and there were no pre-trial disclosures. Parties did not provide trial exhibits. Court stated neither side can provide documents or witnesses at trial. Trial schedule was provided to the parties by Court, orally. **COURT ORDERED**, trial date SET. 6/05/19 8:30 A.M. **BENCH TRIAL CLERK'S NOTE**: Minutes updated to only include the trial start time for June 5, 2019. (6/04/19 sb);

06/05/2019

 **Bench Trial** (8:30 AM) (Judicial Officer: Kishner, Joanna S.)

06/05/2019-06/06/2019

**MINUTES**


Firm #3 set at PTC  
 Trial Continues;  
 Continued for Chambers Decision;  
 Journal Entry Details:  
*Counter Claimant Nona Tobin, present with Mr. Coppedge, as Trustee of the Gordon B. Hansen Trust. Parties appeared for the scheduled Bench Trial. Testimony presented (See Worksheets.). Both sides rested. No rebuttal case was presented. No closing arguments were made. Court confirmed it received proposed findings of fact and conclusions of law from both sides. COURT ORDERED, a written decision to issue; hearing SET for decision on the Court's Chamber's Calendar for June 21, 2019. Court adjourned. Bench trial ENDS. ;*

**MINUTES**


Firm #3 set at PTC  
 Trial Continues;  
 Continued for Chambers Decision;  
 Journal Entry Details:  
*Counter Claimant Nona Tobin, present with Mr. Coppedge, as Trustee of the Gordon B. Hansen Trust Dated 8/22/09. Upon Court's inquiry, Mr. Hong confirmed he represents Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust, Yuen K. Lee, and F. Bondurant, LLC, Counter Defendants. Parties appeared for the scheduled Bench Trial. Court addressed the caption issue; and noted there is nothing in the record to support that Ms. Tobin is an individual, as she is named as a trustee; and the caption needs to be corrected. COURT ORDERED, Caption AMENDED to be read as follows: Nona Tobin, as Trustee of the Gordon B. Hansen Trust, Counter Claimant vs. Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust, Yuen K. Lee, an individual, and F. Bondurant, LLC, Counter Defendants. Following statements by counsel, Court determined there was non-compliance under NRCP 11, as no proposed findings of facts and conclusions of law were submitted to the Court, prior to this bench trial. COURT ORDERED, the proposed findings of facts and conclusions of law from Counter Defendant, are due by the end of the day today at 5:00 p.m., with courtesy copies provided to the Court, or the Court may strike the Answers filed by Counter Defendant. Opening statements by counsel. Court recessed. TRIAL CONTINUES. 6/06/19 9:45 A.M. BENCH TRIAL ;*

**SCHEDULED HEARINGS**

**SCHEDULED HEARINGS**


 **Decision** (06/21/2019 at 3:00 AM) (Judicial Officer: Kishner, Joanna S.)

06/21/2019

 **Decision** (3:00 AM) (Judicial Officer: Kishner, Joanna S.)

Minute Order - No Hearing Held;  
 Journal Entry Details:  
*Decision made Order filed separately. CLERK'S NOTE: This Minute Order was electronically served to all registered parties for Odyssey File & Serve. /mt;*

07/09/2019

 **Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer: Barker, David)

*Motion To Withdraw As Counsel*  
 Granted;  
 Journal Entry Details:  
*Nona Tobin, was present in Court. Mr. Coppedge not present. Court TRAILED and RECALLED matter. Mr. Coppedge informed the Court Ms. Tobin is requesting his firm to withdraw from representing her. COURT ORDERED, Motion GRANTED. Mr. Coppedge to prepare the order. Court told Ms. Tobin to go secure new counsel if that is in her best*

## CASE SUMMARY

CASE NO. A-15-720032-C


interest.;

- 09/03/2019 **Motion for New Trial** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*Nona Tobin's Motions for a New Trial Per Rule 54 (B) and Rule 59 (1)(A)(B)(C)(F)*  
 Pursuant to joint request of parties to consolidate hearings  
 Stricken;
- 09/03/2019 **Motion to Dismiss** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*Tobin Motion to Dismiss Pursuant to NRS 38.310(2)*  
 Stricken;
- 09/03/2019 **Response and Countermotion** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*Counter-Defendants' 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)*  
 Granted in Part;
- 09/03/2019 **Joinder** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*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 EDCR 7.60*  
 Granted in Part;
- 09/03/2019 **Joinder** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*Counterdefendants' Joinder to Sun City Anthem Community Association's Countermotion to Strike Notice of Lis Pendens With Attached Complaint*  
 Granted;
- 09/03/2019  **All Pending Motions** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)  
*All Pending Motions (9/03/2019)*  
 Matter Heard;  
 Journal Entry Details:  
*Nona Tobin present in Court. Court reminded parties about courtesy copies of pleadings being required for the Court. Mr. Hong apologized to the Court for not providing courtesy copies of the pleadings. Ms. Wittig informed the Court she was here today for Nationstar Mortgage, LLC, due to the appeal that was filed. Court addressed Ms. Tobin and noted her only role in this case is as Trustee of the Gordon B. Hansen Trust, and represented by counsel. Court addressed the ruling issued from Senior Judge Barker from July 9, 2019. Court also addressed its rulings from the detailed Findings of Facts and Conclusions of Law dated June 24, 2019. Court stated the order from the hearing dated July 9, 2019 was not filed. Court stated findings; and determined counsel for Ms. Tobin has not withdrawn from this case, and every single pleading filed by Ms. Tobin as an individual, are rogue pleadings. Court noted it cannot consider rogue pleadings. Thereafter, Court provided case law regarding oral pronouncements. Court stated there are pleadings that were filed including supplements, without the Court's permission. Court noted it cannot hear anything filed by Ms. Tobin as an individual. Mr. Hong objected to Ms. Tobin speaking to the Court as an individual. Arguments by counsel. Mr. Anderson joined. Ms. Wittig stated she does not have a position. Court stated it will let Ms. Tobin speak, however, the Court is not saying it could consider what Ms. Tobin has to say, as she is not a party as an individual and as a trustee she is represented by counsel. Ms. Tobin made statements to the Court about the case. Thereafter, Court stated it will not address the Motions filed by Ms. Tobin herself, to the extent such Motions were filed by Ms. Tobin as an individual. NONA MOTION TO DISMISS PURSUANT TO NRS 38.310 (2) (filed July 29, 2019)...NONA TOBIN'S MOTIONS FOR A NEW TRIAL PER RULE 54 (B) AND RULE 59 (1) (A) (B) (C) (F) (filed July 22, 2019) Court stated its findings; and ORDERED, Motions STRICKEN as the documents filed by Nona Tobin as an individual are rogue. COUNTER-DEFENDANTS' 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) CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY*



**CASE SUMMARY****CASE No. A-15-720032-C**

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 ASSOCIATION'S 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 Court stated its findings; and ORDERED, Counter Motion to strike filed by Counterdefendants and Joinder filed by Cross-Defendant Sun City Anthem Community Association are GRANTED IN PART only to the extent the pleadings are asking the Court to strike rogue pleadings filed by Nona Tobin as an individual; the Motions for Attorneys fees and Joinders thereto are DENIED WITHOUT PREJUDICE; and the Motion to expunge the lis pendens is GRANTED, as the lis pendens could not be properly filed, per Court's prior rulings. Mr. Hong objected to the attorney fees not being imposed; and addressed the caption clean up issue. Mr. Anderson stated his request for attorney fees is related to his Countermotion for today on the Joinder. Court stated there is a challenge here, there is an attorney for the Trustee, and the attorney for the Trustee is not here. Further arguments by counsel. Ms. Tobin made further statements to the Court. Court stated it is the parties' obligation to get their clients' names correct in the pleadings, and the caption correct in the pleadings, and to also give correct information to the Court. Court noted one of the Motions scheduled for September 10, 2019 cannot be heard by the Court. Mr. Anderson requested Sun City Anthem's Motion to remain on calendar for September 10, 2019; and COURT SO ORDERED. Mr. Anderson to prepare the detailed orders from today's hearing, and to circulate them to opposing counsel. Ms. Wittig noted Nationstar Mortgage will waive its right to sign off on the proposed orders. CLERK'S NOTE: The Court considered the written Response filed by Counter-Defendants represented by Mr. Hong, and Joinder filed by Sun City Anthem Community Association, and did not strike those pleadings, when the Court made its ruling on striking pleadings filed by Nona Tobin as an individual. sb CLERK'S NOTE: Minutes updated. 9/09/19 sb;

- 09/10/2019 **Motion for Attorney Fees and Costs** (10:00 AM) (Judicial Officer: Kishner, Joanna S.)  
Counter-Defendant Sun City Anthem Community Association's Motion for Attorneys' Fees and Costs Against the Gordon B. Hansen Trust  
Denied;
- 09/10/2019 **Opposition and Countermotion** (10:00 AM) (Judicial Officer: Kishner, Joanna S.)  
Opposition to Sun City Anthem's Motions and to Strike Lis Pendens and for A Vexatious Litigant Order and Two Motions for Attorney Fees and Countermotion for an Order to Show Cause Why Sanctions Should not be Imposed  
Stricken;
- 09/10/2019  **All Pending Motions** (10:00 AM) (Judicial Officer: Kishner, Joanna S.)  
All Pending Motions (9/10/2019)  
Matter Heard;  
Journal Entry Details:  
Court addressed Mr. Coppedge; and stated the order on the Motion to withdraw heard July 9, 2019 was not filed, and he is still counsel of record for Nona Tobin Trustee of the Gordon B. Hansen Trust, which is the only role she has in this case. Court cautioned counsel not to have his client file her own pleadings. OPPOSITION TO SUN CITY ANTHEM'S MOTIONS AND TO STRIKE LIS PENDENS AND FOR A VEXATIOUS LITIGANT ORDER AND TWO MOTIONS FOR ATTORNEY FEES AND COUNTERMOTION FOR AN ORDER TO SHOW CAUSE WHY SANCTIONS SHOULD NOT BE IMPOSED Based on Court's prior ruling from September 3, 2019, COURT ORDERED, Opposition to Sun City Anthem's Motions and to Strike Lis Pendens and for a Vexatious Litigant Order and Two Motions for Attorney Fees and Countermotion for an Order to Show Cause Why Sanctions Should Not Be Imposed filed August 27, 2019 by Nona Tobin as an individual STRICKEN as rogue pleadings; and, Nona Tobin Declaration in Opposition to Sun City Anthem's Motion for Attorney Fees Against the Gordon B. Hansen Trust filed August 20, 2019, is ALSO STRICKEN as rogue pleadings. Mr. Ochoa stated it was his understanding that the Court had denied Sun City Anthem Community Association Inc's Counter Motion for a Vexatious Litigant Order. Upon inquiry by Mr. Ochoa, Court clarified about what happened at the hearing on September 3, 2019, including what the Court's ruling was from that hearing. Court also clarified the only matter on for today was Sun City Anthem Community Association Inc.'s Motion for Attorneys fees and Costs. SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION FOR ATTORNEYS' FEES AND COSTS AGAINST THE GORDON B. HANSEN TRUST Arguments by counsel. Court stated its findings; and ORDERED, Motion DENIED, as nothing has been provided to the Court, to

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

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

*allow the Court to grant the fees and costs, and there is no basis for Court to grant fees under EDCR 7.60. The caption issue was addressed further by the Court. Court also reminded the parties to be sure not to list their clients incorrectly or the caption incorrectly, on anything that gets filed. Court reminded the parties there are two proposed orders owed to the Court in this matter. Mr. Coppedge stated his firm is going to remain on the case as counsel for Nona Tobin as Trustee. ;*

DATE

FINANCIAL INFORMATION

<b>Counter Defendant</b> F. Bondurant LLC	
Total Charges	223.00
Total Payments and Credits	223.00
<b>Balance Due as of 12/23/2019</b>	<b>0.00</b>
<b>Cross Defendant</b> Oppurtunity Homes LLC	
Total Charges	200.00
Total Payments and Credits	200.00
<b>Balance Due as of 12/23/2019</b>	<b>0.00</b>
<b>Cross Defendant</b> Lee, Yuen K.	
Total Charges	30.00
Total Payments and Credits	30.00
<b>Balance Due as of 12/23/2019</b>	<b>0.00</b>
<b>Cross Defendant</b> Sun City Anthem Community Association Inc	
Total Charges	423.00
Total Payments and Credits	423.00
<b>Balance Due as of 12/23/2019</b>	<b>0.00</b>
<b>Counter Claimant</b> Gordon B. Hansen Trust Dated 8/22/08	
Total Charges	24.00
Total Payments and Credits	24.00
<b>Balance Due as of 12/23/2019</b>	<b>0.00</b>
<b>Trustee</b> Tobin, Nona	
Total Charges	495.00
Total Payments and Credits	295.00
<b>Balance Due as of 12/23/2019</b>	<b>200.00</b>
<b>Other</b> Nationstar Mortgage, LLC	
Total Charges	623.00
Total Payments and Credits	623.00
<b>Balance Due as of 12/23/2019</b>	<b>0.00</b>
<b>Plaintiff</b> JimiJack Irrevocable Trust	
Total Charges	281.50
Total Payments and Credits	281.50
<b>Balance Due as of 12/23/2019</b>	<b>0.00</b>
<b>Counter Defendant</b> Stokes, Joel A	
Total Charges	200.00
Total Payments and Credits	200.00
<b>Balance Due as of 12/23/2019</b>	<b>0.00</b>
<b>Trustee</b> Tobin, Nona	
Appeal Bond Balance as of 12/23/2019	<b>1,000.00</b>

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

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

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

§  
§  
§  
§  
§  
§

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

**CASE INFORMATION**

**Statistical Closures**

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

Case Type: **Other Title to Property**

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

**DATE**

**CASE ASSIGNMENT**

**Current Case Assignment**

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

**PARTY INFORMATION**

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



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

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

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

**Lucas, Thomas**  
 Removed: 06/03/2020  
 Inactive

**Morgan, Melanie**  
 Removed: 06/03/2020  
 Inactive

**Nationstar Mortgage LLC**  
 Removed: 12/03/2020  
 Dismissed

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

**Ochoa, David**  
 Removed: 06/03/2020  
 Inactive

**Opportunity Homes LLC**  
 Removed: 06/03/2020  
 Inactive

**Quicken Loans Inc**  
 Removed: 12/03/2020  
 Dismissed

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

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

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

**Scow, Steven**  
 Removed: 06/03/2020  
 Inactive




**Stokes, Joel A**

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

**Stokes, Sandra**  
 Removed: 12/03/2020  
 Dismissed

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

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

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

**CASE SUMMARY**






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

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

**CASE SUMMARY**

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

*Summons*

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

CASE SUMMARY

CASE NO. A-19-799890-C

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

CASE SUMMARY

CASE NO. A-19-799890-C

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

07/14/2020



Notice of Entry of Stipulation and Order

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

07/20/2020



Opposition to Motion to Dismiss

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

08/03/2020



Reply in Support

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

08/03/2020



Reply in Support

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

08/03/2020



Reply in Support

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

09/06/2020



Order Granting Motion

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

09/16/2020



Motion for Attorney Fees and Costs

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

09/17/2020



Clerk's Notice of Hearing

*Notice of Hearing*

10/08/2020



Notice of Entry of Order

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

10/08/2020



Opposition to Motion

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

**CASE SUMMARY**

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

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

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

*Notice of Appeal*

12/17/2020



Case Appeal Statement

Filed By: Plaintiff Tobin, Nona

*Case Appeal Statement*

**DISPOSITIONS**

09/06/2020

**Order** (Judicial Officer: Johnson, Susan)

Debtors: Nona Tobin (Plaintiff)

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

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

Total Judgment: 3,455.00

11/17/2020

**Order** (Judicial Officer: Johnson, Susan)

Debtors: Nona Tobin (Plaintiff)

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

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

Total Judgment: 8,948.99

12/03/2020

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

Debtors: Nona Tobin (Plaintiff)

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

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

**HEARINGS**

08/11/2020

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

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

07/28/2020

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

08/11/2020

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

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

07/28/2020

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

08/11/2020

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

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

07/28/2020

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

08/11/2020

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

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

07/28/2020

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




EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

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

08/11/2020


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

Matter Heard;

Journal Entry Details:

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

10/29/2020

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


*Defendant's Motion for Attorney's Fees and Costs*

Motion Granted;

Journal Entry Details:

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

11/03/2020

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

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

Denied Without Prejudice;

Journal Entry Details:

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

DATE

FINANCIAL INFORMATION

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

**CASE SUMMARY**

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

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

### REGISTER OF ACTIONS

CASE No. A-16-730078-C

**Nationstar Mortgage LLC, Plaintiff(s) vs. Opportunity Homes LLC, Defendant(s)**  
(NSM) (OpHomes)

§  
§  
§  
§  
§  
§

Case Type: **Other Title to Property**  
Date Filed: **01/11/2016**  
Location: **Department 31**  
Cross-Reference Case Number: **A730078**

#### RELATED CASE INFORMATION

**Related Cases**  
A-15-720032-C (Companion Case)

#### PARTY INFORMATION

			Lead Attorneys
<b>Defendant</b>	<b>Opportunity Homes LLC</b>	This register does not show NSM's 4/12/16 motion to set aside 10/16/15 default or the 6/7/16 (NEO 6/8/16) Kishner order.	
<b>Other</b>	<b>Hansen, Steve</b>	The register does show that OpHomes never answered NSM's 1/11/16 complaint, but NSM never took default.	
<b>Other</b>	<b>Tobin, Nona</b>	The 2/20/19 SODWOP where NSM stipulated to dismiss its claims vs. OpHomes is also not in this record.	<b>Pro Se</b>
<b>Plaintiff</b>	<b>Nationstar Mortgage LLC</b>		<b>Edgar C. Smith, ESQ</b> <i>Retained</i> 702-475-7964(W)

#### EVENTS & ORDERS OF THE COURT

##### DISPOSITIONS

05/31/2019 **Order of Dismissal With Prejudice** (Judicial Officer: Kishner, Joanna S.)  
Debtors: Jimijack Irrevocable Trust (Other)  
Creditors: Nationstar Mortgage LLC (Plaintiff)  
Judgment: 05/31/2019, Docketed: 06/03/2019  
Comment: Filed in A720032

On 1/11/16, NSM falsely claims the it became the beneficial owner of the disputed Hansen deed of trust on 2/4/11 (pg2), on 12/1/14 (pg 3). Filed the complaint against OpHomes six months after OpHomes transferred title to F. Bondurant and then to Jimijack on 6/9/15.

##### OTHER EVENTS AND HEARINGS

01/11/2016 **Complaint**  
*Complaint for Quiet Title*

01/12/2016 **Notice of Lis Pendens**  
*Notice of Lis Pendens*

01/13/2016 **Peremptory Challenge**  
*Peremptory Challenge of Judge*

01/13/2016 **Notice of Department Reassignment**  
*Notice of Department Reassignment*

01/26/2016 **Affidavit of Due Diligence**  
*Affidavit of Due Diligence*

01/27/2016 **Certificate**  
*Certificate of Delivery*

03/10/2016 **Affidavit of Service**  
*Affidavit of Service*

03/10/2016 **Affidavit of Posting**  
*Affidavit of Posting*

06/08/2016 **Notice of Appearance**  
*Notice Of Appearance*

06/08/2016 **Motion to Dismiss**  
*Real Party In Interest, Jimijack Irrevocable Trust's, Motion To Dismiss On Order Shortening Time*

06/10/2016 **Receipt of Copy**  
*Receipt Of Copy*

06/10/2016 **Opposition**  
*Nationstar's Opposition to Motion to Dismiss on Order Shortening Time*

06/14/2016 **Motion to Dismiss** (9:30 AM) (Judicial Officer Miley, Stefany)  
*Real Party In Interest, Jimijack Irrevocable Trust's, Motion To Dismiss On Order Shortening Time*  
[Parties Present](#)  
[Minutes](#)

06/30/2016 **Motion to Consolidate**  
*Jimijack Irrevocable Trust's Motion To Consolidate Case No. A-16-730078-C And Case No. A-15-720032-C*

07/25/2016 **Reply to Opposition**

NSM did not sue Jimijack who held the recorded interest and who had already recorded on 12/1/15 the 10/16/15 JDDF default judgment Judge kishner had ordered (No NEOJ) that should have closed the A-15-720032-C case.

This record shows the disposition of the case is a 5/31/19 SODW against Jimijack.

TOBIN, NONA  
0569

	<i>Plaintiff, Jimijack Irrevocable Trust's, Through Its Trustees, Reply To Nationstar Mortgage, LLC's Opposition To Motion For Summary Judgment On Order Shortening Time</i>	
07/29/2016	<b>Notice of Entry of Order</b> <i>Notice Of Entry Of Order</i>	On 7/29/16, I filed my first pro se motion to intervene, but it failed procedurally since I put the other beneficiary's name on it, and I didn't
07/29/2016	<b>Motion to Intervene</b> <i>Motion to Intervene</i>	
08/05/2016	<b>Motion to Consolidate</b> (3:00 AM) (Judicial Officer Kishner, Joanna S.) <i>Jimijack Irrevocable Trust's Motion To Consolidate Case No. A-16-730078-C And Case No. A-15-720032-C</i> Result: V.....	
08/10/2016	<b>Notice of Department Reassignment</b> <i>Notice of Department Reassignment</i>	attach proposed pleadings. Hearing was on 9/29/16 by Judge Kishner. Only Joseph Hong and I were present. Hong lied about this on 4/23/19.
08/30/2016	<b>Opposition to Motion</b> <i>Plaintiff, Jimijack Irrevocable Trust's, Opposition To Nona Tobin And Steve Hansen's Motion To Intervene</i>	
08/31/2016	<b>Order</b> <i>Order Granting Motion to Consolidate and Denying Motion for Summary Judgment</i>	
09/16/2016	<b>CANCELED Motion to Intervene</b> (3:00 AM) (Judicial Officer Kishner, Joanna S.) <i>Vacated - Case Reassigned</i> 09/13/2016 Reset by Court to 09/16/2016	
04/24/2019	<b>Motion to Vacate</b> <i>MOTION TO VACATE ORDER OF SUMMARY JUDGMENT AND COUNTER MOTION FOR SUMMARY JUDGMENT</i>	
07/16/2019	<b>Order to Statistically Close Case</b> <i>Civil Order to Statistically Close Case</i>	On 4/24/19, I filed a motion to vacate the order entered on 4/18/19 that granted cross-

**FINANCIAL INFORMATION**

	<b>Other Jimijack Irrevocable Trust</b>		defendant Sun City Anthem's (SCA) MSJ vs the Hansen Trust as to its quiet title COA and Plaintiff NSM's 2/12/19 limited joinder. Neither SCA nor NSM had any filed claims against the Hansen Trust or against me as an individual.	
	Total Financial Assessment			223.00
	Total Payments and Credits			223.00
	<b>Balance Due as of 12/09/2020</b>			<b>0.00</b>
06/08/2016	Transaction Assessment			223.00
06/08/2016	Efile Payment	Receipt # 2016-55244-CCCLK	Jimijack Irrevocable Trust	(223.00)
	<b>Plaintiff Nationstar Mortgage LLC</b>			
	Total Financial Assessment			735.00
	Total Payments and Credits			735.00
	<b>Balance Due as of 12/09/2020</b>			<b>0.00</b>
01/11/2016	Transaction Assessment			270.00
01/11/2016	Efile Payment	Receipt # 2016-02847-CCCLK	Nationstar Mortgage LLC	(270.00)
01/12/2016	Transaction Assessment			5.00
01/12/2016	Payment (Window)	Receipt # 2016-03372-CCCLK	Nation Wide	(5.00)
01/13/2016	Transaction Assessment			450.00
01/13/2016	Efile Payment	Receipt # 2016-03957-CCCLK	Nationstar Mortgage LLC	(450.00)
05/23/2016	Transaction Assessment			10.00
05/23/2016	Payment (Window)	Receipt # 2016-49592-CCCLK	Nona Tobin	(10.00)

Judge Kishner did not hear or decide my Pro Se 4/24/19 MVAC that included a CMSJ that my counsel had failed to file before the 3/26/19 hearing. I do not know why this 4/24/19 MVAC is in the A-16-730078-C register of actions, but is not in the A-15-720032-C consolidated case record.

I filed this before the 4/25/19 pre-trial conference when I found out that Judge Kishner had met ex parte with NSM's attorney Melanie Morgan and Joseph Hong on 4/23/19 and issued bench orders to strike my 4/9/19, 4/10/19/ 4/12/19, and 4/17/19 pro se filings as rogue because they were not filed by my counsel of record and he had not filed a motion to withdraw.

# Nevada Courts of Appeals




















[Appeal case 79295](#)

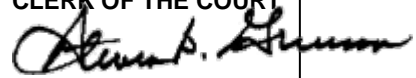
[Appeal case 82094](#)

[Appeal case 82234](#)

[Appeal case 82294](#)

## Table of Contents of Exhibits

 Case view 4 appeals.pdf
 190730 TOBIN NOAS 19-32030.pdf
 190904 Tobin individual appeal dismissed 2.pdf
 190906 Tobin individual docketing statement.pdf
 191219 Hansen Trust opening brief.pdf
 200102 NOAS 79295 20-00164.pdf
 200107 OSC .pdf
 200303 JWT Tobin brief re OCS 20-08581.pdf
 200330 20-12078 RESP SCA ET AL OSC.pdf
 200624 20-23483 NSM motion to dismiss.pdf
 200624 NSM appendix 20-23484.pdf
 200701 20-12078 RESP SCA ET AL OSC.pdf
 200701 NSM answr brief 20-24464.pdf
 200701 OCR 20-24418 SCA JJ RESP.pdf
 200814 GBHT RPLY BRIEF 20-30133.pdf
 201117 NOAS 82094 20-41867.pdf
 201209 DOCKETING VS HONG 20-44787.pdf
 201218 NOAS VS QUICKEN 82234 20-45890.pdf
 210119 82230 docket st...d Quicken 21-01613.pdf



1 **OPPC**

2 NONA TOBIN  
3 2664 Olivia Heights Avenue  
4 Henderson NV 89052  
5 Phone: (702) 465-2199  
6 [nonatobin@gmail.com](mailto:nonatobin@gmail.com)

7 *Defendant-in Intervention/ Cross-Claimant*  
8 *In Proper Person*

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

11 JOEL A. STOKES and SANDRA F.  
12 STOKES, as trustees of the JIMIACK  
13 IRREVOCABLE TRUST,  
14 Plaintiffs,

15 vs.

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

18 

---

NATIONSTAR MORTGAGE, LLC,  
19 Counter-Claimant,

20 Vs.

21 JIMIACK IRREVOCABLE TRUST;  
22 Counter-Defendant

23 

---

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

26 Cross-Claimant,

27 vs.

28 JOEL A. STOKES and SANDRA F.  
STOKES, as trustees of the JIMIACK  
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

TOBIN OPPOSITION TO  
NATIONSTAR MOTION FOR  
SUMMARY JUDGMENT AGAINST  
JIMIACK AND COUNTER MOTION  
FOR SUMMARY JUDGMENT

HEARING REQUESTED IN  
CONJUNCTION WITH HEARING FOR  
NATIONSTAR MSJ SCHEDULED:

APRIL 23, 2019 9:30 AM

**HEARING: APRIL 23, 2019 9:30 AM**

1  
2 Defendant in Intervention/Counterclaimant, Nona Tobin, an Individual, (Tobin), appearing  
3 In Proper Person, opposes Nationstar Mortgage's (NSM's) Motion for Summary Judgment (MSJ)  
4 against Joel and Sandra Stokes, Individuals and as Trustees for Jimijack Irrevocable Trust  
5 (Jimijack) scheduled to be heard on April 23, 2019 @ 9:30 AM.  
6

7 Tobin's opposition seeks to demonstrate to the Court that NSM is abusing this HOA  
8 foreclosure dispute adjudication process to circumvent Nevada's anti-foreclosure fraud laws.  
9 Tobin will show the Court that NSM's claims to own the beneficial interest of the disputed Deed  
10 of Trust are provably false.  
11

12 Tobin requests that her opposition to NSM's receiving quiet title without proving its  
13 ownership of the note be heard at 9:30AM on April 23, 2019 simultaneously with NSM's MSJ  
14 against Jimijack and Tobin's MSJ against Jimijack presented herein.  
15

16 **MEMORANDUM OF POINTS AND AUTHORITIES**

17 **I. INTRODUCTION**

18 Tobin herein opposes NSM's March 21, 2019 MSJ against Jimijack, as none of  
19 NSM's "undisputed facts" establish that NSM's has a legal right to foreclose. Its claims to title  
20 are provably false .  
21

22 Tobin's counter motion seeks to quiet title in her favor against Jimijack, on different  
23 grounds, i.e., Tobin's March 28, 2017 deed has priority over Jimijack's inadmissible deed,  
24 recorded June 9, 2015. Tobin respectfully requests that the Court consider Tobin's counter  
25 motion against Jimijack in conjunction with NSM's motion and Tobin's opposition to NSM on  
26 April 23, 2019 at 9:30 AM.  
27  
28



1       **II.    RECENT PROCEDURAL HISTORY**

2       1.       On February 5, 2019, Sun City Anthem filed a Motion for Summary Judgment against  
3 Tobin claiming that the HOA sale complied with statutory notice requirements and that Tobin  
4 was barred from re-gaining title due to equitable principles of unclean hands and failure to dispute  
5 the charges.

6       2.       On February 12, 2019 Nationstar filed a limited Joinder to the SCA motion, claiming the  
7 HOA sale was valid, but that the sale did not extinguish the deed of trust.

8       3.       On March 5, 2019 Tobin filed an opposition to the SCA MSJ claiming that the sale was  
9 not statutorily compliant, and it was unfair, involved deceit and SCA failed to provide due process  
10 defined by, and guaranteed, by the SCA governing documents and NRS 116.

11      4.       Tobin’s also opposed the Nationstar Joinder as

12             a.     its claim was not based on any actual knowledge or evidence,

13             b.     it misleads the court to think that Nationstar’s claim to own the beneficial interest  
14             in the DOT is undisputed,

15             c.     Nationstar’s, and its predecessor BANA’s, mortgage servicing abuses  
16             unreasonably prevented four arms-length sales to bona fide purchasers and the abuses  
17             of both servicing banks were the proximate cause of the unnecessary HOA foreclosure  
18             and assessments not being paid out of escrow as Tobin had instructed.

19      5.       On March 14, 2019, Tobin filed a complaint with the NV Attorney General alleging that  
20 this case is illustrative of a scam being perpetuated by unscrupulous HOA debt collectors, “vulture  
21 investors, and mortgage servicing banks, and/or their attorneys for their own unjust enrichment  
22 at the expense of HOAs and HOA members.

23      6.       On March 18, 2019, Nationstar suddenly filed a three-day Notice of Intent to take default  
24 against Plaintiff Jimijack if Jimijack didn’t answer Nationstar’s nearly three-year-old August 2,  
25 2016 counter-claim for quiet title within three days.

26      7.       On March 21, 2019 filed a motion for summary judgment against Jimijack on the basis  
27 that it is undisputed that SCA rejected BANA’s May 9, 2013 tender of the super-priority amount  
28 of \$825 for nine months of delinquent assessments.

1 8. On March 26, 2019, a hearing was held on SCA’s MSJ and NSM’s Joinder against Tobin.

2 9. Tobin’s opposition to SCA’s MSJ, filed March 5, 2019 by the Gordon B. Trust attorney,  
3 Joe Coppedge, was not considered at the March 26, 2019 hearing as the Court had entered a  
4 minute order of default against Tobin at approximately the same hour the opposition was filed.

5 10. The March 5, 2019 minute order of default was vacated at the March 26 hearing.

6 11. The March 26 hearing resulted in a ruling on SCA’s MSJ against Tobin without Tobin’s  
7 counsel having timely placed before the Court any of Tobin’s arguments or pleadings in  
8 opposition.

9 12. Nona Tobin, an Individual, filed a Notice of Appearance In Proper Person, on April 9,  
10 2019.

11  
12 **III. OTHER PROCEDURAL HISTORY SHOWS NSM'S TACTICS**

13 13. June 16, 2015 Jimijack v. BANA & SCA was case A-15-720032-C

14 14. On October 16, 2015, an order entered for judgment of default against BANA

15 15. January 11, 2016 NSM v. Opportunity Homes LLC was filed as A-16-730078-C

16 16. Opportunity Homes LLC never answered NSM’s A-16-730078-C complaint

17 17. On April 12, 2016 NSM filed a motion to set aside default judgment against BANA,  
18 substitute as real party in interest, and to intervene on A-15-720032-C.

19  
20 6. On June 7, 2016, an order was entered denying NSM’s motion to set aside the default  
21 and substitute parties, but that did grant NSM’s motion to intervene stating

22 The court finds that at the time this action was commenced, *there was an assignment of the*  
23 *deed of trust at issue in the chain of title to the property in dispute* allowing that Nationstar  
24 Mortgage, LLC claims some right, title or interest in and to the property arising from the deed  
of trust.

25 7. The June 7, 2016 order did not create for NSM any “right, title or interest in and to the  
26 property arising from the deed of trust” that NSM does not otherwise have in law.  
27  
28

1 8. It merely states that NSM “claims some right, title or interest in and to the property arising  
2 from the deed of trust”

3 9. NSM has not disclosed any undisputed document that proves .it actually has any “right,  
4 title or interest in and to the property arising from the deed of trust”

5 10. When the two cases were consolidated, NSM filed an answer and counterclaim against  
6 Jimijack on August 2, 2016.

7 11. Jimijack didn’t answer NSM’s 8/2/16 counter-claim until 3/25/19.

8 12. NSM never filed TDN Notice of Intent to take default against Opportunity Homes

9 13. NSM added F. Bondurant, LLC as a party by just adding it in the caption.  
10

11 14. F. Bondurant did not answer NSM.  
12

13 **IV. ARGUMENT**

14 **A. Tobin opposes NSM bid for quiet title for the following reasons:**

15 13. NSM should not be rewarded for being the proximate cause of the HOA foreclosure sale  
16 and then using the dispute over the sale to obfuscate that DOT assignments recorded post-sale  
17 were false, and possibly felonious, claims against title.

18 14. Servicing bank, NSM, and its predecessor Bank of America (BANA), subjected Tobin to  
19 abusive collection practices for several years, including blocking four legitimate arms-length  
20 sales of the property, taking possession in 2013 without foreclosing, and refusing to identify the  
21 beneficiary of the deed of trust.

22 15. Both NSM and BANA prevented Tobin paying the total amounts claimed by the HOA  
23 out of any of the escrows opened for these four arms-length for fair market purchase offers from  
24 bona fide purchasers.

25 16. Both BANA and NSM have recorded false and unauthorized claims to own the beneficial  
26 interest of the deed of trust.

27 17. The procedural history of the consolidated cases, A-16-730078-C and A-15-720032,  
28 shows that NSM is abusing the current HOA foreclosure dispute as a means to gain standing to

1 foreclose without meeting the rigorous standards of AB 284 (2011).

2 18. If the Court awards NSM's MSJ v. Jimijack, NSM gets a nearly \$400,000 windfall by  
3 evading the legal obligations of NRS 107 to prove that it has possession of the original promissory  
4 note signed by Gordon Hansen in 2004.

5 19. NSM's own disclosures show NSM does not hold the original promissory note.

6 20. NSM0258 is a copy of the promissory note.

7 21. Absent physical possession the original note, Nationstar cannot claim it is the noteholder  
8 any more than Tobin could claim that some debtor owed her money if she held only a **copy** of  
9 that debtor's I.O.U. to a third party, particularly if that **copy** of the note was endorsed to multiple  
10 other parties, but was never endorsed to Tobin or to whoever Tobin said gave it to her.

11 22. NSM059 shows undated, unrecorded endorsements of the **copy** of the promissory note to  
12 third parties with no unbroken chain of title to either BANA or NSM.

13 23. NSM's responses to Tobin's ROGGs and RFDs concealed multiple records that prove  
14 NSM was only authorized to function as the servicing bank, is not the noteholder and does not  
15 legally own the beneficial interest of the deed of trust.

16 24. Forrest Barbee, Berkshire-Hathaway Home Services (BHHS) enabled NSM to perpetuate  
17 this fraud by failing to produce the records Tobin subpoenaed from EQUATOR, BANA's and  
18 NSM's electronic filing system that tracks communications between the listing agent, the  
19 servicing bank, and the "Investor", i.e., noteholder/beneficiary.

20 **B. Tobin's earlier arguments were not placed before the court.**

21 25. See Exhibit A for the "Declaration of Nona Tobin in Opposition to Nationstar's Motion  
22 for Summary Judgment" that Tobin prepared and signed on March 22, 2019 that counsel  
23 refused to file, but that Tobin will now file as a Pro Se.

24 26. See Exhibit B Tobin's March 14, 2019 filing with the Nevada Attorney General that  
25 includes the following statement of this case:

26 The civil action is A-15-720032-C. Three parties are competing for quiet title  
27 following a disputed 8/15/14 HOA foreclosure sale. I became the Trustee of  
28 the Gordon B. Hansen Trust, former owner of the property, when Gordon  
Hansen died on 1/14/12. Nationstar, the respondent in this AG complaint is

1 lying to the court in its claims to own the beneficial interest of the Western  
2 Thrift & Loan deed of trust executed by Gordon Hansen on 7/15/04, and they  
3 are trying to get quiet title through this HOA foreclosure action by claiming I  
4 don't have standing to introduce evidence of Nationstar's fraud unless the court  
5 first invalidates the HOA sale. This is an underhanded legal trick. If I don't  
6 have standing until I prove the HOA sale was statutorily-noncompliant, then  
7 Nationstar does not have standing because its claims to own the underlying  
8 note are provably false.

9 Attached is a draft MSJ I prepared which has not been reviewed by counsel,  
10 but which outlines the procedural history and incorporates links to court  
11 documents and some of the evidence I have that Nationstar's claims are based  
12 on false affidavits recorded by Nationstar and the predecessor servicing bank,  
13 Bank of America (BANA).

14 There will be a hearing on March 26 at 9:30 in dept 31, 8th district court, when  
15 Judge Kishner, will consider Sun City Anthem's motion for summary  
16 judgment against me and Nationstar's joinder to the SCA MSJ, and my  
17 opposition to both. I do not know if my attorney will file a counter-motion for  
18 summary judgment although I am begging him to file the one attached herein  
19 that I proposed.

20 The problem I am trying to prevent is Judge Kishner ruling that the HOA sale  
21 was valid but did not extinguish the deed of trust in which case Nationstar will  
22 unjustly profit from getting ownership of the deed of trust, by duplicity, filing  
23 false affidavits, fraudulent concealment, and otherwise without having proved  
24 that it actually owns the beneficial interest of the DOT or has possession of the  
25 original note.

26 In my view, were Nationstar's fraud to succeed, Nationstar has caused me  
27 damages equal to the current value of the property, 2763 White Sage, (APN  
28 191-13-811-052), approximately \$500,000. Further, any future Nationstar  
foreclosure involving a credit bid, even if I am bumped out of the quiet title  
case, would be tantamount to a theft of \$389,000, the unpaid balance of the  
DOT.

I will forward to AGComplaint@ag.nv.gov an email sent earlier today to  
AGInfo@ag.nv.gov since it explains that the mortgage servicing fraud  
perpetrated by Nationstar and BANA against me in this case is systemic in  
nature. My case is not a class action and cannot address this pervasive pattern.

The AG needs to be aware that the fraud that I uncovered over the past four  
years has been difficult to discern as the guilty parties have aggressively sought  
to evade detection. The statute of limitations is undoubtedly going to run out  
on these other cases, but I have research on several dozen HOA foreclosures  
that I request the AG review for possible criminal charges.

1 27. See Exhibit C for Tobin's Motion for Summary Judgment against NSM, submitted as a  
2 draft to the Attorney General, but not filed into this case by Tobin's counsel.

3 28. See Exhibit D, a second drafted, but unfiled Motion for Summary Judgment intended by  
4 Tobin to be heard on March 26 as a counter motion for summary judgment against SCA.

5 29. Without these arguments being placed before the Court, Tobin's claim that actions taken  
6 by the SCA Board in secret are voidable.

7 30. The Court could not understand the significant differences between Tobin's claims and  
8 those of a typical HOA foreclosure dispute.

9  
10 **V. LEGAL STANDARD**

11 **A. NSM did not meet its burden that there are no issues of material fact disputed that**  
12 **would warrant it being granted a Motion for Summary Judgment against Jimijack, and in**  
13 **effect, against Tobin.**

14 1. "Substantive law controls which factual disputes are material and will preclude  
15 summary judgment; other factual disputes are irrelevant." *Wood v. Safeway, Inc.*, 121  
16 Nev. 742, 7 11121 P.3d 1026 (2005), citing *Anderson v. Liberty Lobby, Inc.*, 477  
17 U.S. 242, 106 S.Ct. 2505 (1986).

18 2. "A factual dispute is genuine when the evidence is such that a rational trier of fact could  
19 return a verdict for the non-moving party." *Wood*, citing *Matushila Electric Industrial*  
20 *Co. v. Zenith Radio*, 475 U.S. 574, 106 S.Ct. 1348 (1986).

21 3. The moving party may have the initial burden of identifying the portions of the  
22 materials on file that they believe demonstrate the absence of a genuine issue of material  
23 fact.

24 4. The non-moving party may not rest upon general allegations and conclusions, but  
25 must use "admissible evidence" to show the existence of a genuine factual issue. The  
26 non-moving party "is not entitled to build a case on the gossamer threads of whimsy,  
27 speculation and conjecture." *Posadas v. City of Reno*, 109 Nev. 448, 851 P.2d 438 (1  
28 993), citing *Collins v. Union Fed. Savings & Loan*, 99 Nev. 284, 662 P.2d 610 (1983).

1 5. See also: N.R.C.P. 56(e); *Van Cleave v. Kielz-Mill Minute Marl*, 97 Nev. 414, 633  
2 P.2d 1220 (1981), citing *Thomas v. Bokelman*, 86Nev. 10, 462 P.2d 1020 (1970): "The  
3 opponent must nevertheless show he can produce evidence at trial to support his claim."

4 6. The "'slightest doubt' standard previously used in Nevada's summary judgment  
5 law"was also rejected by *Wood v. Safeway, Inc.*, 121 Nev. 724 12 P.3d 1026 (2005), which  
6 adopted the summary judgment standard employed by the federal courts in *Anderson*  
7 *v. Liberty Lobby, Inc.*, 477 U.S. 242, 106 S.Ct. 2505 (1986), *Celotex Corp. v.*  
8 *Catrett*, 477 U.S. 317, 106 S.Ct. 25 112548 (1986) , and *Matsushita Electric*  
9 *Industrial Co. v. Zenith Radio*, 475 U.S. 574, 106 S.Ct. 26 11348 (1986).

10  
11 **B. NSM must comply with Nevada legal framework defining how lenders establish**  
12 **standing to foreclose vs. gaining title by tricking Judge Kishner.**

13 1. AB 284 (2011) was Nevada's anti-foreclosure fraud law. specifies duties of the trustee;  
14 assignments not effective unless and until recorded; notarized affidavit under penalty of perjury  
15 that the lender or trustee is in actual possession of the note; civil penalties for mortgage lending  
16 fraud.

17 1. See Exhibit for Assemblyman Marcus Conklin's March 31, 2011 summary of the  
18 legislative changes.

19 2. See Exhibit for the 2011 Legislative Digest mark-up of specific wording changes to NRS  
20 Chapter 107 regarding Deeds of Trust and NRS Chapter 205 regarding Crimes Against Property.

21 3. Note that in addition to the criminal penalties associated executing or notarizing a false  
22 claim to title that might apply to persons who executed or notarized Jimijack's deed or the April  
23 4, 2012 DOT assignment to BANA (NRS 205.395), there is an additional penalty for lenders that  
24 have engaged in a pattern of deceit in false representations to title (NRS 205.372).  
25  
26

27 **C. Other relevant laws that were ignored to Tobin's detriment**  
28



1 1. [SB 321 \(2013\)](#) Nevada Homeowner Bill of Rights – prevention of “dual tracking”  
2 that prohibited lenders from both engaging with the owner to seek foreclosure alternatives, e.g.,  
3 short sale, loan modification, and filing a notice of default and intent to sell. *BANA and NSM*  
4 *blocked closing on four escrows thereby preventing the HOA being paid, did not accept title when*  
5 *a deed in lieu was offered, but took possession unilaterally without foreclosing, i.e., locked Tobin*  
6 *out, but left the liability with her, and did not publish a notice of default and intent to sell for over*  
7 *two years.*

9 2. NRS 116.31162 (6) prohibits an HOA from foreclosing if a lender has already published a  
10 notice of default and intent to sell. *How this scam works: If either or BANA or NSM actually had*  
11 *standing to foreclose, the legal way to initiate that process is through publishing publish a notice*  
12 *of default and intent to sell. By not doing so, the banks servicing a loan that had been securitized*  
13 *out of existence sent a strong signal to SCA’s debt collector and real estate speculators in the know*  
14 *that 2763 White Sage Drive was a prime target to snap up at a “public” auction for pennies on a*  
15 *dollar. NSM just had to let Jimijack collect rent for five years without paying on a note, file a*  
16 *bunch of fake claims post-sale against the title, claiming to be the undisputed owner of the note.*

19 3. 12 CFR1026.39 Mortgage transfer disclosures - Truth in Lending (TILA) requires the  
20 owner to be told who owns the note and has authority to collect on it.

22 **VI. CONCLUSION**

24 Tobin prays the Court will not grant NSM’s motion for summary judgment against Jimijack  
25 as it would be an unwitting accomplice to the perpetuation of mortgage servicing fraud through  
26 abuse of the quiet title process.  
27  
28

1 Tobin respectfully prays the Court to ensure that Nationstar does not magically get  
2 ownership of an approximately \$400,000 note without proving it owns it.

3  
4 Further, if this matter goes to trial, Tobin prays the Court will compel Nationstar to disclose  
5 documents withheld from Tobin in discovery that clearly establish the falsity of its claims.

6 

7  
8 \_\_\_\_\_  
9 NONA TOBIN  
10 2664 Olivia Heights Avenue  
11 Henderson NV 89052  
12 Phone: (702) 465-2199  
13 nonatobin@gmail.com  
14 *Defendant-in Intervention/ Cross-Claimant*  
15 *In Proper Person*

16  
17  
18  
19  
20  
21 **TOBIN MOTION FOR SUMMARY JUDGMENT AGAINST JIMIACK**

22 Defendant in Intervention/Counterclaimant, NONA TOBIN, AN INDIVIDUAL, In  
23 Proper Person, moves for summary judgment on Joel A. Stokes' and Sandra F. Stokes', as  
24 trustees of the Jimijack Irrevocable Trust (Jimijack) on her counterclaim for quiet  
25 title/declaratory relief.

26  
27  
28 **MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Tobin moves the Court to grant Summary Judgment in Tobin's favor against Jimijack for these reasons:

- Tobin's valid deed is superior to Jimijack's inadmissible deed
- Jimijack did not attend mediation pursuant to NRS 38.310 while Tobin did.
- Jimijack's claims of how and when it acquired title as disputed by the HOA ownership record, the Resident Transaction Report

1 **II. STATEMENT OF UNDISPUTED FACTS**

2 **A. Sun City Anthem ownership record: Resident Transaction Report**

3 The Sun City Anthem ownership record for the property, 2763 White Sage Drive, is  
4 known as the

5 “Resident Transaction Report  
6 SUCI Sun City Anthem Community Association  
7 Date 01/01/2000-04/01/2016”

8 7. Page 1337 (TOBIN000113) of the Resident Transaction Report identifies Jimijack as the  
9 second owner of the Property, “Res ID 0480 02”, effective 9/25/14.

10 8. Page 1337 (TOBIN000113) of the Resident Transaction Report has an entry showing that  
11 Jimijack paid a new owner “Account setup fee Resal” on setup fee of \$225.00 on 9/25/14.

12 9. The complete ownership record of the Property from “Date 01/01/2000-04/01/2016”,  
13 Pages 1334 through 1337 (TOBIN00110 - TOBIN00113) contains no entry that identifies Thomas  
14 Lucas, or Opportunity Homes LLC, alleged purchaser at the 8/15/14 SCA foreclosure sale, as ever  
15 being an owner of the Property.

16 10. The complete ownership record of the Property from “Date 01/01/2000-04/01/2016”,  
17 Pages 1334 through 1337 (TOBIN00110 - TOBIN00113) contains no entry that identifies F.  
18 Bondurant LLC, or Yuen Lee, Manager, as ever being an owner of the Property.

19 **B. Quit claim deed recorded on June 9, 2015**

20 11. NSM0189-0191 disclosed a quit claim deed, executed on 6/8/15 by Yuen Lee, which  
21 purported to transfer all interest in the Property to Jimijack from F. Bondurant LLC.  
22

23 (NSM0190) shows the notary statement  
24

25 “On this 8<sup>th</sup> day of June, 2015 dis personally appear before me, CluAynne M.  
26 Corwin , a notary public in and for County of Clark, State of Nevada, **did personally**  
27 **appear before me the person of Thomas Lucas, Manager of Opportunity**  
28 **Homes LLC, (emphasis added)** personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to this

1 Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity,  
2 and that by his signature on this instrument did execute the same.

3 12. There is no entry in CluAynne M. Corwin's notary journal on 6/8/15 that she  
4 witnessed anyone execute a deed transferring the Property to Jimijack.

5 13. Nona Tobin went to the office shared by Jimijack's and Yuen Lee's attorney, Joseph  
6 Hong, and Peter Mortenson, supervisor of notary CluAynne M. Corwin to get a certified  
7 copy of the nonexistent notary journal entry.  
8

9 14. TOBIN001378-TOBIN001403 contains Nona Tobin's declaration, made under  
10 penalty of perjury on 1/17/17, in preparation for submitting a complaint to the Nevada  
11 Secretary of State after the conclusion of these proceedings.  
12

13 **C. Tobin's recorded claims to title**

14 D. Nona Tobin, an Individual, has a valid recorded deed dated 3/28/17.

15 E. Jimijack's only deed, recorded on 6/9/15 is inadmissible as evidence as it is fraught with  
16 notarial violations that rendered it legally insufficient to convey title.

17 a. There is no entry in the notary's journal that she witnessed the execution of  
18 Jimijack's deed.

19 b. The notary claimed Thomas Lucas stood before her when Yuen Lee executed the  
20 6/8/15 deed purporting to convey title to Jimijack.

21 F. Jimijack's recorded claim is contradicted by the HOA ownership records that say Jimijack  
22 became the owner on 9/25/14 and that neither Thomas Lucas nor Yuen Lee ever owned the  
23 property.

24 G. Jimijack did not disclose a written purchase agreement.

25 H. Jimijack has rented this property for close to five years without paying on the note. P1  
26 footnote, 3/21/19 NSM MSJ

27 I. Nationstar will let Jimijack keep the five-years of profit if Nationstar tricks the Court into  
28 awarding it quiet title by not understanding that its claims to be the noteholder are provably false.

1 1. Other parties with a previous claimed interest, i.e., Steve Hansen, Thomas Lucas,  
2 Opportunity Homes, LLC., Yuen K. Lee, F. Bondurant, LLC, have all filed and recorded  
3 Disclaimers of Interest in the property in 2017.

4 2. Nationstar's MSJ against Jimijack and its joinder with SCA against Tobin was a legal  
5 maneuver to gain a Court order that magically gives it standing to foreclose on a \$389,000 note it  
6 does not own.

7 J. On 8/27/08, Gordon B. Hansen transferred ownership of the property into the  
8 Gordon B. Hansen Trust, dated 8/22/08. (TOBIN001210 – TOBIN001213).

9  
10 15. On 5/23/16, Tobin recorded a Certificate of Incumbency including Gordon Hansen's  
11 death certificate and a sworn affidavit, dated 6/20/14, prepared at Nationstar's request.

12 16. On 5/20/13, Nona Tobin signed a notarized Identity Affidavit, required by servicing  
13 bank, Bank of America. (TOBIN 001177).

14  
15 17. On 3/28/17, Nona Tobin, as Trustee, of the Gordon B. Hansen Trust, dated August  
16 22, 2008, recorded and filed into this case, Steve Hansen's Disclaimer of Interest in the  
17 Property and in the Gordon B. Hansen Trust.

18 18. On 3/28/17, Nona Tobin, as Trustee, of the Gordon B. Hansen Trust, dated August  
19 22, 2008, transferred any and all of the Gordon B. Hansen Trust's interest in the property,  
20 to Nona Tobin, an individual, (NSM 0208-0211).  
21

22 **K. Jimijack's Relevant Procedural History**

23 19. Jimijack filed its original complaint on 6/16/15 against Sun City Anthem and Bank of  
24 America.

25 20. Jimijack, for unknown reasons, never served Sun City Anthem.

26 21. On 2/1/17 Tobin filed an answer and counter-claim against Jimijack.

27 22. On 3/7/17 Tobin filed a TDN when Jimijack did not timely answer.  
28

1 23. On 3/13/17, Jimijack answered Tobin's counterclaim, but in a perfunctory denial with no  
2 specifics or evidence to support the numeric recitation of denials.

3 24. Jimijack's lack of substantive denial of Tobin's claims was brought to the Court's attention  
4 by Tobin on 4/10/17 in her ROPP to SCA's Opposition to Tobin's 3/3/17 motion to void the sale.

5  
6 Plaintiffs Stokes/Jimijack finally replied to Tobin's 2/1/17 counter-claim on  
7 3/13/17, but only with the same unsubstantiated recitation of denials by  
8 paragraph number and boilerplate affirmative defenses. The court may decline  
9 to consider this reply both for lack of timeliness and for failing to meet the  
10 minimum standards of local rule 2.20(i).

11 *Page 5, line 9 4/10/17 Tobin ROPP*

12 25. Jimijack did not answer Nationstar's 8/2/16 answer and counter-claim for over two years.

13 26. Nationstar filed a Notice of Intent to take Default on 3/21/19.

14 27. Jimijack answered Nationstar's 8/2/16 counter-claim on 3/25/19.

15 28. Jimijack 3/25/19 answer was perfunctory and totally lacking in substance.

16 29. On 3/21/19, Nationstar filed a Motion for summary judgment against Jimijack.

17 **I. LEGAL STANDARD**

18 **A. Summary judgment pursuant to NRCp rule 56(c)**

19 "...The judgment sought shall be rendered forthwith if the pleadings,  
20 depositions, answers to interrogatories, and admissions on file, together with  
21 the affidavits, if any, show that there is no genuine issue as to any material  
22 fact and that the moving party is entitled to a judgment as a matter of law..."

23 30. The moving party may have the initial burden of identifying the portions of the  
24 materials on file that they believe demonstrate the absence of a genuine issue of material  
25 fact.

26 31. The non-moving party may not rest upon general allegations and conclusions, but  
27 must use "admissible evidence" to show the existence of a genuine factual issue. The  
28 non-moving party "is not entitled to build a case on the gossamer threads of whimsy,  
speculation and conjecture." *Posadas v. City of Reno*, 109 Nev. 448, 851 P.2d 438 (1993),  
citing *Collins v. Union Fed. Savings & Loan*, 99 Nev. 284, 662 P.2d 610 (1983).

1 32. See also: N.R.C.P. 56(e); *Van Cleave v. Kielz-Mill Minute Marl*, 97 Nev. 414, 633  
2 P.2d 1220 (1981), citing *Thomas v. Bokelman*, 86Nev. 10, 462 P.2d 1020 (1970): "The  
3 opponent must nevertheless show he can produce evidence at trial to support his claim."

4 B. **NRS Chapter 111 REGARDING CONVEYANCE OF REAL PROPERTY**

5 33. Deeds must conform to the standards defined in NRS Chapter 111. (NRS  
6 111.105)

7  
8 34. A notary as a subscribing witness must establish the identity of the person  
9 whose signature is witnessed. (NRS 111.120)

10 35. Notarize the right person (NRS 111.125)

11 36. The instrument can be challenged. (NRS 111.340)

12 37. If challenged, "*neither such conveyance or instrument, nor the record thereof,*  
13 *shall be received in evidence, until established by other competent proof.*" (NRS  
14 111.345)

15  
16 38. **NRS 111.105 Conveyances by deed.** Conveyances of lands, or of  
17 any estate or interest therein, may be made by deed, signed by the person  
18 from whom the estate or interest is intended to pass, being of lawful age,  
19 or by the person's lawful agent or attorney, and **acknowledged or  
proved, and recorded, as directed in this chapter.**

20 39. **NRS 111.120 Conditions necessary before proof by subscribing**  
21 **witness can be taken.** No proof by a subscribing witness shall be taken  
22 unless the witness shall be personally known to the person taking the proof  
23 to be the person whose name is subscribed to the conveyance as witness  
24 thereto, or shall be proved to be such by the oath or affirmation of a  
25 credible witness.

26 **NRS 111.125 Proof required from subscribing witnesses.** No  
27 certificate of proof shall be granted unless subscribing witnesses shall  
28 prove: 1. That the person whose name is subscribed thereto as a party is  
the person described in, and who executed the same. 2. That such person  
executed the conveyance. 3. That such witness subscribed his name  
thereto as a witness thereof.



1           **NRS 111.340 Certificate of acknowledgment and record may be**  
2           **rebutted.** Neither the certificate of the acknowledgment nor of the  
3           proof of any conveyance or instrument, nor the record, nor the transcript  
4           of the record, of such conveyance or instrument, shall be conclusive, but  
5           the same may be rebutted.

6           **NRS 111.345 Proof taken upon oath of incompetent witness:**  
7           **Instrument not admissible until established by competent proof.** If  
8           the party contesting the proof of any conveyance or instrument shall make  
9           it appear that any such proof was taken upon the oath of an incompetent  
10          witness, neither such conveyance or instrument, nor the record thereof,  
11          shall be received in evidence, until established by other competent proof.

12           **NRS CHAPTER 240 - NOTARY PUBLICS**

13          40.     The notary has to keep a journal with a specific record of every notarial act  
14          performed (NRS 240.120)

15                   NRS 240.120 Journal of notarial acts: Duty to maintain; contents;  
16                   verification based upon credible witness; copy of entry; storage; period of  
17                   retention; report of loss or theft; exceptions.

18                   1.     Except as otherwise provided in subsection 2, each notary public  
19                   shall keep a journal in his or her office in which the notary public shall  
20                   enter for each notarial act performed, at the time the act is performed;

- 21                   (a) The fees charged, if any;
- 22                   (b) The title of the document;
- 23                   (c) The date on which the notary public performed the act;
- 24                   (d) Except as otherwise provided in subsection 3, the name and  
25                   signature of the person whose signature is being notarized;
- 26                   (e) Subject to the provisions of subsection 4, a description of the  
27                   evidence used by the notary public to verify the identification of the  
28                   person whose signature is being notarized;
- (f) An indication of whether the notary public administered an oath;  
                 and
- (g) The type of certificate used to evidence the notarial act, as  
                 required pursuant to NRS 240.1655.

                 4.     If, pursuant to subsection 3, a notary public does not require a  
                 person to sign the journal, the notary public shall enter “known  
                 personally” as the description required to be entered into the journal  
                 pursuant to paragraph (e) of subsection 1.

                 5.     If the notary verifies the identification of the person whose  
                 signature is being notarized on the basis of a credible witness, the notary  
                 public shall:

1 (a) Require the witness to sign the journal in the space provided for  
2 the description of the evidence used; and

3 (b) Make a notation in the journal that the witness is a credible  
4 witness.

5 6. The journal must:

6 (a) Be open to public inspection.

7 (b) Be in a bound volume with preprinted page numbers.

8 7. A notary public shall, upon request and payment of the fee set  
9 forth in NRS 240.100, provide a certified copy of an entry in his or her  
10 journal.

11 9. A notary public shall retain each journal that the notary public  
12 has kept pursuant to this section until 7 years after the date on which he  
13 or she ceases to be a notary public.

14 41. There are penalties for notarizing a signature when the person is not there  
15 (NRS 240.155).

16 NRS 240.155 Notarization of signature of person not in presence of  
17 notary public unlawful; penalty.

18 1. A notary public who is appointed pursuant to this chapter shall not  
19 willfully notarize the signature of a person unless the person is in the  
20 presence of the notary public and:

21 (a) Is known to the notary public; or

22 (b) If unknown to the notary public, provides a credible witness or  
23 documentary evidence of identification to the notary public.

24 **C. NRS CHAPTER 205 - CRIMES AGAINST PROPERTY**

25 42. Serious criminal penalties are possible if a person executes or notarizes an  
26 instrument knowingly create a false claim of an interest in property

27 **NRS 205.395 False representation concerning title; penalties; civil  
28 action.**

1. Every person who:

(b) Executes or notarizes a document purporting to create an interest  
in, or a lien or encumbrance against, real property, 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; or  
has made a false representation concerning title.

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

3                   **II. ARGUMENT**

4                   **A. Tobin deserves quiet title as Jimijack evidence of ownership is inadmissible**

5                   43. Plaintiff's sole claim to ownership, an inadmissible quit claim deed, recorded June 9,  
6 2015, is fraught with notary violations that rendered it void.

7                   44. There is no record in the notary's journal of the Jimijack deed to document notary  
8 CluAynne M. Corwin witnessed Yuen Lee, execute a deed to transfer title on June 8, 2015  
9 to Plaintiff Jimijack.

10                  45. Pursuant to NRS 111.345, the quit claim deed, recorded on June 9, 2015 which purported  
11 to convey F. Bondurant LLC's interest to Plaintiff Jimijack is not admissible as evidence  
12 to support a claim of ownership.

13                                 "If the party contesting the proof of any conveyance or instrument shall make  
14 it appear that any such proof was taken upon the oath of an incompetent  
15 witness, neither such conveyance or instrument, nor the record thereof, shall  
16 be received in evidence, until established by other competent proof."

17                  46. The validity of the June 8, 2015 deed is rebuttable pursuant to NRS 111.340, which states

18                                 "Neither the certificate of the acknowledgment nor of the proof of any  
19 conveyance or instrument, nor the record, nor the transcript of the record, of  
20 such conveyance or instrument, shall be conclusive, but the same may be  
21 rebutted".

22                  **B. Tobin deserves quiet title as Jimijack's recorded claim of ownership is contradicted**  
23 **by Sun City Anthem's ownership record.**

24                  47. Joel and Sandra Stokes offered no proof to establish how Jimijack acquired the property.

25                  48. Joel and Sandra Stokes offered no proof to resolve the conflict in the records.

26                  49. Joel and Sandra Stokes offered no proof of the existence of a written purchase agreement.

27                  **C. Nona Tobin, an Individual, is the only party seeking quiet title who has a valid deed**  
28 **on record.**

1 50. Tobin's August 27, 2008 Grant Sale Bargain Deed and March 28, 2017 quit claim deeds have  
2 priority over Jimijack's invalid deed.

3 51. Nona Tobin's deed, recorded on 3/28/17, is the only valid, admissible deed on record held  
4 by a party to this case who is seeking to quiet title in its favor.

5 52. On March 8, 2017, Thomas Lucas/Opportunity Homes, LLC's Disclaimer of interest was  
6 filed into this case.

7 53. On March 13, 2017 Yuen K. Lee/F. Bondurant, LLC's Disclaimer of Interest, filed into this  
8 case.

9 54. Jimijack's deed, executed on 6/4/15 and recorded on 6/9/15, is inadmissible as evidence as  
10 it did not comply with applicable NRS 111 and NRS 240 provisions.

11 55. Jimijack's 12/12/18 responses to Tobin's ROGGs did not provide any evidence to resolve  
12 the conflicts in the record.

13 56. No one has taken any actions on Plaintiffs' behalf to cure the defects that rendered the  
14 Jimijack deed null and void.

15 57. Tobin's ownership claim, as evidenced by a valid 3/28/17 deed, is superior to Jimijack's.

16 58. The 6/8/15 quit claim deed, recorded on 6/9/15, is Jimijack's only recorded claim to title.

17 59. Jimijack's only recorded claim of ownership is fraught with notarial errors rendering it  
18 void pursuant to NRS 111.345.  
19

20 60. Jimijack does not have a written purchase agreement.

21 61. Jimijack's recorded claim of ownership is contradicted by HOA records which say that  
22 Jimijack became the second owner after Gordon B. Hansen on September 25, 2014.  
23

24 62. Jimijack never participated in mediation as required by NRS 38. 310.  
25

26  
27 **CONCLUSION**  
28

1 Tobin respectfully moves the court to award quiet title against Jimijack as Tobin's 3/28/17  
2 deed takes priority over Jimijack's contradictory and inadmissible claims of ownership.

3  
4 Nationstar is not prejudiced in any way by an award of quiet title to Tobin on the basis of  
5 the superiority of her deed to Jimijack's.

6  
7 Nationstar simply would be expected to conform to the requirements of NRS chapter 107,  
8 as amended by AB 284 (2011), to establish standing to foreclose on the property rather than  
9 getting an undeserved windfall through trickery and deception.

10  
11 

12  
13 NONA TOBIN  
14 2664 Olivia Heights Avenue  
15 Henderson NV 89052  
16 Phone: (702) 465-2199  
17 nonatobin@gmail.com  
18 *Defendant-in Intervention/ Cross-Claimant*  
19 *In Proper Person*  
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CERTIFICATE OF SERVICE

I, Nona Tobin HEREBY CERTIFY that on this 10th DAY OF APRIL

2019 and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing NONA TOBIN’S OPPOSITION TO NATIONSTAR MORTGAGE’S MOTION FOR SUMMARY JUDGMENT AGAINST JIMJACK AND TOBIN’S COUNTER-MOTION FOR SUMMARY JUDGMENT AGAINST JIMJACK, addressed to:

**Michael R. Mushkin & Associates**

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Michael R. Mushkin michael@mushlaw.com

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7 Michael@mushlaw.com  
Joe@mushlaw.com

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

Judge Kishner did NOT hear, consider or rule on this motion for summary judgment which I included as pages 230-245 in my 4/10/19 opposition that was stricken from the record by bench orders at the 4/23/19 ex parte hearing.

I filed it pro se and fired my attorneys for not having filed this counter-motion to the HOA's 2/5/19 motion for summary judgment and Nationstar's 2/12/19 limited joinder thereto.

Judge Kishner would not let me fire my attorneys and would not let me represent myself and would not recognize that I had legitimate claims as an individual and that the Hansen trust was closed in 2017.

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

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

15 Plaintiff,  
16 vs.  
17 BANK OF AMERICA, N.A

18 Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

TOBIN COUNTER MOTION FOR  
SUMMARY JUDGMENT

19  
20 NATIONSTAR MORTGAGE LLC

21 Counter-claimant,

22 vs.

23 JIMI JACK IRREVOCABLE TRUST,

24 Counter-defendant.

**TOBIN DRAFT – NOT  
FILED BY COUNSEL  
OR PLACED BEFORE  
THE COURT**

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

28 Counter-claimant,



1 vs.

2 JOEL A. STOKES and SANDRA F.  
3 STOKES, as trustee for the JIMIACK  
4 IRREVOCABLE TRUST, SUN CITY  
5 ANTHEM COMMUNITY ASSOCIATION,  
6 INC., YUEN K. LEE, an Individual, d/b/a  
7 Manager, F.BONDURANT, LLC, and DOES  
8 1-10, AND ROE CORPORATIONS 1-10,  
9 inclusive,

Counter-defendants.

9 **I. Introduction**

10 This is a quiet title action resulting from a disputed HOA sale for delinquent assessments  
11 conducted by Sun City Anthem's agents, Red Rock Financial Services, on August 15, 2014.

12 Three of the parties are seeking to quiet title in their favor:

- 13 • Plaintiff Jimijack - the party in possession
- 14 • Counter-claimant Tobin - the owner at the time of the sale
- 15 • Nationstar - claims to be the noteholder of the Deed of Trust

16 **II. Recent motions and oppositions before the court**

17 1. On February 5, 2019, Sun City Anthem filed a [Motion for Summary Judgment](#) against  
18 Tobin claiming that the HOA sale complied with statutory notice requirements and that Tobin  
19 was barred from re-gaining title due to equitable principles of unclean hands and failure to  
20 dispute the charges.

21 2. On February 12, 2019 Nationstar filed a limited [Joinder to the SCA motion](#), claiming the  
22 HOA sale was valid, but that the sale did not extinguish the deed of trust.

23 3. On March 5, 2019 Tobin filed an [opposition to the SCA MSJ](#) claiming that the sale was  
24 not statutorily compliant, and it was unfair, involved deceit and SCA failed to provide due  
25 process defined by, and guaranteed, by the SCA governing documents and NRS 116.

26 4. Tobin also opposed the Nationstar Joinder as

- 27 a. its claim was not based on any actual knowledge or evidence,
- 28 b. presumes wrongly that Nationstar's claim to own the beneficial interest in the DOT

1 is undisputed,

2 c. Nationstar's, and its predecessor BANA's, mortgage servicing abuses unreasonably  
3 prevented four arms-length sales to bona fide purchasers and were the proximate  
4 cause of the HOA foreclosure due to assessments not being paid out of escrow as  
5 Tobin had instructed.

6 **III. Counter Motion for Summary Judgment against all parties**

7 **A. Against Sun City Anthem – the sale was invalid and void**

8 5. Tobin moves for summary judgment as there are no disputed material facts nor any  
9 credible or admissible evidence offered to contradict Tobin's claims that:

10 6. SCA did not comply with all applicable statutes or its own governing documents

11 7. SCA did not provide the specific due process mandated by law and delineated in SCA  
12 CC&Rs, bylaws, and policy.

13 8. SCA allowed its agents to unjustly profit at Tobin's expense and to the detriment of the  
14 Association as a whole.

15 9. The conduct of the sale was unfair, oppressive and involved deceit and fraudulent  
16 concealment.

17 **B. Against Jimijack who lacks any admissible evidence of ownership**

18 10. Plaintiff's sole claim to ownership, an [inadmissible quit claim deed](#), recorded June 9,  
19 2015, is fraught with notary violations that rendered it void.

20 11. Plaintiff's claims are contradicted by the [HOA's official ownership records](#).

21 12. Tobin's August 27, 2008 [Grant Sale Bargain Deed](#) and [March 28, 2017 quit claim](#) deeds  
22 have priority over Jimijack's invalid deed.

23 **C. Against Yuen K. Lee/F. Bondurant, LLC that disclaimed interest**

24 13. Yuen K. Lee executed the fraudulent deed alleged conveying title to Jimijack.

25 14. F. Bondurant LLC [title claim](#) that it received its interest from Opportunity Homes LLC,  
26 alleged [purchaser at the August 15, 2014 HOA sale](#), are contradicted by HOA ownership  
27 records.

28 15. Thomas Lucas/Opportunity Homes LLC, recorded a [Disclaimer of Interest](#) on March 8,

1 2013.

2 16. Yuen K. Lee/F. Bondurant LLC filed a [Disclaimer of Interest](#) on March 13, 2013 and are  
3 not seeking to quiet title in its favor.

4 **D. Against Nationstar and BANA**

5 17. BANA's and Nationstar's mortgage servicing abuses were a proximate cause of the  
6 HOA sale that was commercially unreasonable as it was sold for \$63,100 to a non- bona fide  
7 purchaser without notice to Tobin while there was a \$358,800 arms-length offer pending.

8 18. Nationstar's claim to own the beneficial interest to the deed of trust is provably false.

9 **IV. Tobin deserves summary judgment because the HOA sale was invalid,**  
10 **statutorily non-compliant, and unfair**

11 19. SCA does not claim to have provided Tobin any of the due process delineated in NRS  
12 116.31085.

13 20. NRS 116.31031, SCA CC&RS 7.4, and SCA bylaws 3.26 and 3.20/3.18 (i) are applicable  
14 whenever the SCA Board enforces the governing documents or proposes to impose a sanction  
15 against an owner for **any** alleged violation of the governing documents.  
16

17 21. These provisions delineated the notice and other due process requirements that limit the  
18 SCA Board's authority and prohibit the Board's unilateral position of sanctions without the  
19 Board following specific steps.  
20

21 22. SCA disclosure (SCA000635) claims that SCA only issued a "Notice for Hearing and  
22 Sanction for Delinquent Account" with a subject line "Suspension of Membership Privileges for  
23 Delinquent Account".  
24

25 23. SCA does not claim to have issued any other required notices related to the alleged  
26 violation of delinquent assessments required by these provisions.  
27  
28

1 24. SCA presented no evidence or argument that there was an exception to these notice  
2 requirements when the proposed sanctions for the alleged violation of delinquent assessments  
3 were more serious than the suspension of membership privileges.

4  
5 25. [SCA withheld requested records](#) of the compliance actions taken regarding this property  
6 on September 16, 2016 to the present, telling Tobin she had to get a court order.

7 26. The due process requirements articulated in SCA Board policy “[Resolution Establishing](#)  
8 [the Policy and Procedures for Enforcement of the Governing Documents](#)“, adopted on  
9 November 11, 2017, updated in August 2018 for clarity, include:

10  
11 **1. Notice of violation**

- 12 a. Must include notice of what violation allegedly occurred,
- 13 b. what provision of the governing documents was allegedly violated
- 14 c. Identify the provision allegedly violated
- 15 d. Description of the factual basis for the violation
- 16 e. Identify a proposed action to cure the alleged violation
- 17 f. Notice that failure to cure could result in a Notice of Violation Hearing which  
18 could result in the imposition of fines, sanctions and/or enforcement actions

19  
20 **2. Notice of Violation Hearing – must be certified and provide these specific notices**

- 21 a. What rule was allegedly violated
- 22 b. The alleged facts
- 23 c. What the owner can do to correct the violation
- 24 d. How long the owner has to correct to avoid the Board imposing the next  
25 enforcement step;
- 26 e. How many days the owner gets to correct the alleged violation
- 27 f. If the owner doesn’t fix it, the Board must identify
  - 28 a. “any and all fines that may be imposed”
  - b. (sanctions) “shall be commensurate with the severity of the violation”
- g. The date, time, and location of the hearing and that the owner may request to reschedule
- h. Covenants Committee, or Board, **shall hold a private hearing** on an alleged violation of the governing documents **unless** the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the Board of Directors;

**3. Notice of Violation Hearing Procedures:**

- a. Owner gets all the due process required by [NRS 116.31085](#)

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- b. Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidence and the testimony of witnesses;
- c. Is entitled to due process, as set forth in the standards adopted by regulation by the Commission, which must include, without limitation, the right to counsel, the right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel;

- 4. **Notice of Sanction (Hearing Determination Letter)**: by certified mail, within 5 days, to property and owner address of record and must include these notices
  - a. What was decided at the hearing;
  - b. what **enforcement actions** will be imposed
  - c. how much time the owner has appeal and how to do it
  - d. any enforcement action will be suspended during appeal

5. **Notice of Appeal hearing procedures**

6. **Appeal Hearing Determination Letter**

27. SCA disclosures and pleadings do not claim or show evidence that SCA followed these steps or provided Tobin any of this due process when confiscating her property for sale. See exhibit for [emails with Jim Long](#) and [request for compliance records](#)

28. SCA Board’s abdication to RRFS does not relieve the Board’s duty to treat homeowner’s fairly and to provide all the owner protections in the law when imposing sanctions for alleged violations.

29. SCA bylaws 3.20/3.18 (b), adopted pursuant to NRS 116.3106(c), prohibits the delegation of the Board duties to levy and collect assessments. See [exhibit](#)

30. SCA did, in fact, over delegate to the point of abdication, or in SCA attorney Ochoa’s words, “outsourced”, the assessment collection function to RRFS, and to such an extent that SCA retained no control over the funds collected, allowing its agents to be unjustly enriched through abusive collection practices the Board was led to believe were mandatory by law. See [emails with Jim Long](#), former SCA Board member at the time of the sale, emails above.

1 31. SCA has not claimed that it complied with any of these notice requirements or due  
2 process provisions when progressively more serious sanctions, up to, and including foreclosure,  
3 were proposed, and imposed, against Tobin for the alleged violation of the delinquent  
4 assessments.

5  
6 32. SCA merely claimed that RRFS told the Board that RRFS had complied with all the legal  
7 requirements, and the Board believed RRFS without hearing from the owner.

8 33. The SCA Board acted according to RRFS's direction and, as instructed, kept all its  
9 actions confidential, i.e., secret, even from the accused and sanctioned homeowner.

10 34. SCA did not claim that it complied with **all** the specific statutes required for a valid  
11 foreclosure, it merely cherry-picked certain notices that were allegedly given and ignored the  
12 identified violations.

13  
14 35. The Ombudsman's official record of SCA's Lien date, Notice of Default, Notice of Sale  
15 and Resolution, reports that the following specific actions or omissions were in violation of the  
16 NRS 116.31162-NRS 116.31164 Notice of Sale process. See exhibit for [Ombudsman](#)  
17 [compliance screen](#)

18  
19 a. The 2/12/14 Notice of Sale was cancelled on 5/15/14.

20 b. The 5/15/14 Trustee sale was cancelled.

21 c. There was no notice of sale in effect when the 8/15/14 sale took place.

22 d. SCA did not provide any notice to the Ombudsman that the sale had occurred.

23 e. SCA did not submit a foreclosure deed within 30 days after the sale (or ever) as  
24 required by NRS 116.31164(3)(b)(2013).

25  
26 36. SCA does not claim that it provided the schedule of fees, proposed repayment plan or the  
27 right to appeal to the Board required by NRS 116.31162 (4), only that an alleged defective  
28

1 [Notice of Intent to Lien](#), dated September 17, 2012 for which no proof of service and no prior  
2 notice of violation were given, should suffice.

3 37. SCA disclosures confirm that RRFS unilaterally rejected a tender from BANA of \$825,  
4 nine months of assessments then delinquent, on or about May 9, 2013.

5 38. RRFS did not credit the Property account with \$825 of paid assessments as required by  
6 [NRS 116A.640\(9\)](#).

7 39. RRFS did not inform the Board or Tobin of its unilateral decision to continue the  
8 unnecessary and unauthorized accumulation of “fines” misnamed as collection fees.

9 40. SCA disclosures revealed that, on May 28, 2014, RRFS unilaterally rejected it when  
10 [Nationstar offered \\$1,100](#), an amount equivalent to one year of assessments.

11 41. SCA disclosures show that RRFS did not inform the SCA Board of an offer in excess of  
12 the super-priority amount as coming from Nationstar.

13 42. RRFS inaccurately characterized it as a request from the owner for a waiver of fees. See  
14 exhibit of [RRFS-generated and unsigned waiver request](#), dated June 9, 2014.

15 43. SCA Board took a “hands-off” approach to RRFS and was not even aware that RRFS  
16 failed to distribute any of the \$63,100 from the August 15, 2014 sale, except for \$2,701.04,  
17 credited to SCA as payment in full, in the manner proscribed by NRS 116.31162(3)(c) (2013).

18 **B. Undisputed facts regarding the inadmissibility of Jimijack’s claim to ownership**

19 44. The 6/8/15 quit claim deed, recorded on June 9, 2015, is the only recorded claim that  
20 Jimijack has of ownership.

21 45. The quit claim deed, executed by Yuen K. Lee, is void for notary violations as the  
22 notary, CluAynne M. Corwin, claimed Thomas Lucas stood before her.

23 46. There is no entry in the Corwin notary journal that she witnessed Yuen K. Lee’s signature  
24



1 or there was ever a compliant notarial act necessary for the valid conveyance of the property to  
2 Jimijack on June 8, 2015.

3 47. The [Resident Transaction Report](#), Sun City Anthem official record of ownership and  
4 payment of assessments and fees for each property, shows that Jimijack took possession of the  
5 property on September 25, 2014, and paid a new owner set up fee.

7 48. The Resident Transaction Report, shows there have only been two owners of the  
8 Property, Gordon Hansen and Jimijack.

9 49. There is no HOA record that Thomas Lucas or Opportunity Homes, LLC, the  
10 alleged purchaser at the disputed August 15, 2014, HOA foreclosure sale, was ever an owner of  
11 the property. See exhibit for [August 22, 2014 foreclosure deed](#).

13 50. Thomas Lucas filed and recorded a [Disclaimer of Interest](#) in the property.

14 51. The [Resident Transaction Report](#) has no entry that the shows the property was  
15 foreclosed on or sold by Sun City Anthem on August 15, 2014.

17 52. There is no HOA record that Yuen K. Lee or F. Bondurant LLC ever owned the  
18 property or paid any fees required when title changes. See [Resident Transaction Report](#)

19 53. On March 13, 2017, a Yuen K. Lee and F. Bondurant LLC recorded a [Disclaimer](#)  
20 [of Interest](#).

21 **C. Tobin is the only party seeking to quiet title that has a valid deed.**

22 54. Nona [Tobin's March 28, 2017 deed](#) has priority over Jimijack's inadmissible June 9,  
23 2015 deed, and all other parties with deeds have disclaimed interest.

25 55. On August 27, 2008, title to the property was transferred into the Gordon B. Hansen  
26 Trust by the [Grant, Sale Bargain Deed](#).

27 56. On March 28, 2017. Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded a  
28

1            [Disclaimer of Interest](#) of Steve Hansen, leaving her the sole beneficiary of the Gordon B.  
2            Hansen Trust.

3            57. On March 28, 2017 Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded [a quit](#)  
4            [claim deed](#) transferring the interest of the Gordon B. Hansen Trust, dated August 22,  
5            2008, to Nona Tobin, an individual.

7            **D. Title cannot be quieted to Nationstar as it obstructed legitimate sales**

8            58.        Nationstar's, and its predecessor BANA's, mortgage servicing abuses including,  
9            but not limited to, taking possession without foreclosure, refusing to take title when a deed in  
10            lieu was offered without giving Tobin written documentation of the disqualifying cloud to title  
11            BANA identified, refusing to disclose the identity of the beneficiary when Tobin requested it,  
12            and causing fraudulently executed and notarized claim against title to be recorded.

14            59.        Nationstar's, and its predecessor BANA's, mortgage servicing abuses blocked  
15            Tobin's ability to avoid a foreclosure by the HOA.

17            60.        BANA and Nationstar were the proximate cause of the total amount of all  
18            assessments, late fees, interest and collection costs demanded by RRFS being paid out of  
19            escrow by unreasonably refusing to approve legitimate arms-length sales at fair market value.

20            61.        Nationstar, and its predecessor BANA, resulted in unreasonable rejections of  
21            multiple purchase offers from bona fide purchasers in arms-length transactions between August  
22            8, 2012 and August 4, 2014 ranging from \$310,000 to \$395,000.

24            62.        Nationstar allowed the property to be sold for the commercially unreasonable  
25            price of \$63,100 to a non-bona fide purchaser without notice to Tobin while an arms-length  
26            \$358,800 purchase offer was pending.

27            63.        Nationstar's joinder to SCA MSJ unfairly asks the court to declare that the sale  
28

1 was valid to extinguish all Tobin's property interest despite SCA failing to provide Tobin the  
2 due process owed to her, but that the sale could not extinguish the first deed of trust, as if a  
3 lender had legal protections against loss of property rights without due process that exceeded  
4 the rights of an owner.  
5

6 **D. Title cannot be quieted to Nationstar as its recorded claims to title are false**

7 64. BANA is not making any claim for quiet title as [BANA's default order](#) was entered on  
8 October 16, 2015.

9 65. BANA's April 4, 2012, original [assignment of the deed of trust](#), is void as

10  
11 66. it was executed without authority as the last notice of change of ownership was given to  
12 Gordon Hansen on April 16, 2010 that [ownership transferred to Wells Fargo](#) resulting from a  
13 merger with Wachovia and the April 12, 2012 assignment failed to substitute the trustee as  
14 required.

15 67. The April 12, 2012 instrument was non-compliant with [California notary laws](#) as there is  
16 no notary record that the assignment was executed or witnessed properly,  
17

18 68. The alleged assignment was contradicted by **all** BANA's subsequent actions, including  
19 the [October 30, 2012 notice](#) of standing to foreclose given to the Estate of Gordon Hansen that  
20 Wells Fargo was the noteholder.

21 69. See exhibit for [other documentation](#) that BANA did not notify Hansen's estate who the  
22 beneficiary was after the false affidavit was recorded on April 12, 2012, when it verbally  
23 "closed the file" on Tobin's Deed in Lieu offer, or when servicing, but not ownership, was  
24 transferred to Nationstar, effective December 1, 2013.  
25

26 70. Nationstar NSM0266-7 does not identify the beneficiary when Nationstar became the  
27 servicing bank, but it wrongly identifies the First Union National Bank as Trustee. (Note that  
28

1 per [NRS 107.028\(2\)](#) the beneficiary can't be the trustee to exercise the power of sale.)

2 71. Nevada's 2011 anti-foreclosure fraud law AB 284, prohibited this type of robo-signing  
3 of false affidavits against title.

4 72. AB 284 (2011) also increased penalties for recording false affidavits by amending NRS  
5 205.372 and NRS 205.395.

6 73. NSM 167-168 is the first alleged assignment of the DOT, executed by Youda Crain,  
7 BANA employee, to servicing bank BANA, recorded on April 12, 2012.

8 74. There is [no notary record](#) of the April 4, 2012 assignment as the notary, Teresa D.  
9 Williams, CA notary #1919662, did not turn in her notary journal to San Bernardino County  
10 Clerk when her commission expired on 12/31/14, moved, and left no forwarding address.

11 75. In addition to CA govt code 8206.5 and 8213.5 [violations by the notary](#), BANA could  
12 have been guilty of violating [NRS 205.372](#), had BANA relied on this false affidavit, recorded  
13 without the required substitution of trustee, to falsely claim BANA was the noteholder or had  
14 the authority to foreclose on the deed of trust.

15 76. Nationstar is knowingly relying on BANA's false April 12, 2012 recorded affidavit and  
16 has doubled down with more false affidavits.

17 77. On September 9, 2014, BANA itself apparently attempted to correct the public record,  
18 by recording the [assignment of BANA's interest](#), if any, to Wells Fargo, that left BANA with  
19 zero interest in the DOT, effective August 21, 2014, which was perhaps coincidentally, the day  
20 before the disputed HOA sale foreclosure deed was recorded.

21 78. [NSM 180-181](#) is a false affidavit in which Nationstar, acting without authorization as  
22 BANA's alleged "attorney-in-fact", assigned BANA's interest to Nationstar, effective on  
23 October 23, 2014, recorded on December 1, 2014.

1 79. Nationstar's bogus affidavit has no power to convey the beneficial interest of the DOT  
2 to itself for multiple reasons, including, but not limited to,

- 3 a. BANA did not have any interest to convey as its April 4, 2012 assignment was void  
4 for notarial violations and violations of AB 284 (2011).
- 5 b. The real BANA had recorded on September 9, 2014, that it assigned its interest, if  
6 any, to Wells Fargo effective August 21, 2014;
- 7 c. There was no valid substitution of named trustee John H. Anderson.
- 8 d. Nationstar did not have any power of attorney from BANA in its disclosures.
- 9 e. Nationstar disclosed in [NSM 404-406](#) an **unrecorded** rescission of the October 23,  
10 2014 assignment "as though the assignment had never been issued and recorded".

11  
12  
13 80. [NSM 407-408](#) would probably earn Nationstar a couple of felonies pursuant to NRS  
14 205.395 and NRS 205.372 if Nationstar attempted to rely on this to exercise the power of  
15 sale in a foreclosure. It is my opinion that Nationstar's attorneys are duplicitously  
16 attempting to get Nationstar quiet title by default in these HOA sale proceedings to evade  
17 detection that these are felonious false affidavits.

18  
19 81. [NSM 407-408](#) is an executed, but as yet unrecorded, corporate assignment of Wells  
20 Fargo's beneficial interest in the DOT, if any, to Nationstar, effective February 25, 2019,  
21 executed by Nationstar acting without authorization as Wells Fargo's "attorney-in-fact".

22  
23 Fargo's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in  
24 connection with, and relates solely to that certain Servicing Rights Release and Transfer Agreement  
dated as of December 28, 2015, between Wells Fargo and Nationstar, under the terms of which Wells  
25 Fargo transferred servicing for certain mortgage loans (such loans, the "Loans") to Nationstar. Each  
of the Loans comprise a promissory note evidencing a right to payment and performance secured

26 82. The Wells Fargo limited power of attorney disclosed by Nationstar in [NSM 270-272](#) is  
27 inapplicable and was executed for a different purpose, to wit

1 84. The Wells Fargo limited power of attorney disclosed by Nationstar [NSM 270-272](#) was  
2 “valid only for a period of six months from April 1, 2016 unless cancelled prior to said date”,  
3 and was not in effect and would not legitimize either corporate assignment, fraudulently  
4 executed on October 23, 2014, and February 25, 2019, by Nationstar as Wells Fargo’s “attorney-  
5 in-fact”.

7 85. Nationstar did not disclose the recorded Wells Fargo [SUBSTITUTION OF TRUSTEE](#)  
8 [AND FULL RECONVEYANCE](#), of the second DOT, executed on March 2, 2015 by Lisa Wilm,  
9 Wells Fargo Vice President Loan Documentation.

11 86. This omission has the effect of concealing from the court a correctly executed, notarized,  
12 and recorded reconveyance by Wells Fargo itself that would clearly demonstrates how  
13 Nationstar’s claims against title are fraudulent.

14 87. Nationstar’s duplicitous disclosures actually prove Nationstar is not the noteholder rather  
15 than it is.

17 88. [NSM 258-260](#) is a COPY of the note which is not admissible proof that Nationstar holds  
18 the ORIGINAL note. In fact, absent holding the original note, Nationstar cannot claim it owns  
19 the beneficial interest in the deed of trust any more than Tobin could claim that someone owed  
20 her money if she held a **copy** of the debtor’s I.O.U. to BANA, particularly if that note was  
21 endorsed to a third party.

## 23 **V. Legal Standard**

24 89. See exhibit for the [table of authorities](#) that are applicable to Sun City Anthem and  
25 which were violated and rendered the HOA sale void.

26 90. See exhibit for the relevant [statutes for validity of instruments](#) in NRS Chapter 111  
27 Estates In Property; Conveyancing and Recording and in NRS Chapter 240 Notaries  
28 Public which rendered Jimijack’s deed void.

1 91. See exhibit \_\_\_\_\_ for the [2011 legislative digest of AB 284](#) changes to Nevada law that  
2 render BANA's false affidavit and Nationstar's subsequent recorded claims to title void.

3 92. See exhibit \_\_\_\_ for an [amicus curie](#) from a certified mortgage fraud examiner that  
4 describes the forensic examination required to discern mortgage fraud that occurred in the  
5 aftermath of the collapse of the mortgage-backed securities market.

6 **VI. Conclusion**

7  
8 93. Tobin deserves that her motion and declaratory relief of regaining title be granted.

9 a. SCA did not conduct a valid sale.

10 b. SCA unfairly confiscated Tobin's property without providing due process required.

11 c. RRFS unlawfully retained the proceeds of the sale, damaged Tobin by refusing to  
12 allow her to make a claim for them, and [disingenuously disclosed a check for](#)  
13 [\\$57,282.32](#) to the district court that in reality RRFS retained.

14 d. Jimjack does not have a valid claim of ownership and was not a bona fide purchaser  
15 for value.

16 e. Jimijack unjustly profited from collecting rents that should have gone to Tobin for at  
17 least 3 ½ years.

18 f. Jimijack unjustly profited by not paying any of the costs of the property during time  
19 of possession and/or holding title, including property taxes, that were paid by  
20 Nationstar.

21  
22 94. Tobin deserves attorney fees from Nationstar for obstructing the legitimate sale of the  
23 property and fraudulently claiming to own the beneficial interest of the note.

24 95. Tobin deserves attorney fees from RRFS that misinformed the Board about what owners'  
25 due process rights are so it could unjustly profit and not from SCA.

26 96. Tobin, as an SCA homeowner, is damaged by SCA Board failing to enforce the  
27 indemnity clause in its undisclosed [April 27, 2012 contract with RRFS](#) in **any** of the  
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litigation or settlements involving RRFS collections and foreclosures which have unfairly cost SCA homeowners hundreds of thousands of dollars and requests an order to that effect.

**Red Rock agrees that if any claims or any proceedings are brought against the Association, whether by a governmental agency, private person, or otherwise, due to allegations that Red Rock has acted negligently or acted willfully or violated any law, regulation, order, or ruling, Red Rock shall defend, indemnify, and hold harmless the Association, its members, managers, agents, officers, and employees against any liabilities, loss, damage, or expense, including but not limited to payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees. Red Rock shall be responsible for all costs, including payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees which are the result of actual or alleged conduct of Red Rock.**

Dated this \_\_\_\_ day of March 2019.

\_\_\_\_\_

1 **NONA TOBIN**  
2 **2664 Olivia Heights Avenue**  
3 **Henderson NV 89052**  
4 **Phone: (702) 465-2199**  
5 **[nonatobin@gmail.com](mailto:nonatobin@gmail.com)**  
6 *Defendant-in Intervention/ Cross-Claimant*  
7 *In Proper Person*

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

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

14 **vs.**

15 **BANK OF AMERICA, N.A.,**  
16 **Defendant.**

17 **NATIONSTAR MORTGAGE, LLC,**  
18 **Counter-Claimant,**

19 **Vs.**

20 **JIMI JACK IRREVOCABLE TRUST;**  
21 **Counter-Defendant**

22 **NONA TOBIN, an individual, Trustee of**  
23 **the GORDON B. HANSEN TRUST, dated**  
24 **8/22/08**

25 **Cross-Claimant,**

26 **vs.**

27 **JOEL A. STOKES and SANDRA F.**  
28 **STOKES, as trustees of the JIMI JACK**  
**IRREVOCABLE TRUST; SUN CITY**  
**ANTHEM COMMUNITY**  
**ASSOCIATION, 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**

**EXHIBITS TO**  
**TOBIN'S REPLY IN SUPPORT OF**  
**JOINDER TO NATIONSTAR**  
**MORTGAGE, LLC'S MOTION FOR**  
**SUMMARY JUDGMENT AND REPLY**  
**IN SUPPORT OF TOBIN'S MOTION**  
**FOR SUMMARY JUDGMENT**

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**EXHIBITS TABLE OF CONTENTS**

**Exhibit A**

**DECLARATION OF NONA TOBIN opposing Nationstar and Jimijack**

**Dated APRIL 14, 2019 with exhibits listed**

- 1. 9/23/16 Tobin AFFD support MOI**
- 2. 1/11/17 order-Tobin to intervene**
- 3. NSM00190 Jimijack deed**
- 4. Lucas DISC**
- 5. Hansen DISC**
- 6. Op Homes DISC**
- 7. Yuen Lee/F. Bondurant DISC**
- 8. Tobin 3/28/17 deed**
- 9. 12/1/14 recorded NSM as BANA attorney-in-fact**
- 10. 3/8/19 NSM rescission of NSM as BANA 12/1/14**
- 11. 3/8/19 NSM as Well Fargo attorney-in-fact**
- 12. NSM00270-272 inapplicable attorney-in-fact**
- 13. 3/12/15 Wells Fargo itself did substitute trustee and reconveyance correctly for 2<sup>nd</sup> DOT**
- 14. 8/17/15 NSM recorded a fraudulent substitution of trustee for Western Thrift DOT**
- 15. NSM0258-0259 is NSM's copy of the note NSM 0260 are undated endorsements to 3<sup>rd</sup> parties**
- 16. 2011 Amicus curiae -M. MacDonald, Certified Mortgage Fraud Examiner**

1 **Exhibit 1**

2 **Certified Ombudsman's Compliance Record of Actions/Omissions**

- 3
- 4 **1. The 2/12/14 Notice of Sale was cancelled on 5/15/14.**
- 5
- 6 **2. The 5/15/14 Trustee sale was cancelled.**
- 7
- 8 **3. No 2<sup>nd</sup> notice of sale published the 8/15/14 sale date.**
- 9
- 10 **4. No foreclosure deed was ever submitted**

11 **Exhibit 2**

12 **Resident Transaction Report**

13

14

15

16 **SCA Ownership/Payment Record: Resident Transaction Report**

- 17
- 18 1. "08/27/2014 Collection Payment PIF-\$2,701.04"
- 19 2. Jimijack Irr Tst, was the 2<sup>nd</sup> owner
- 20 "09/25/2014 Account Setup Fee Resale \$225"
- 21 3. No record of Thomas Lucas/Opportunity Homes as an owner
- 22 4. No record of Yuen K. Lee/F. Bondurant LLC as an owner
- 23 5. No record that SCA foreclosed on the property
- 24 6. No Asset Enhancement Fee payments recorded from anyone on any date
- 25 7. No record of \$63,100 proceeds from the sale
- 26
- 27
- 28

1 **Exhibit 3**

2 **2012-2014 SCA BOARD AGENDAS**

3  
4 **NO AGENDA ITEMS COMPLIANT WITH NRS 116.31083**

5  
6 **Note:**

7 **Numbered list does not reference any specific agendas or items.**

8  
9 **The list just enumerates the absence of any SCA Board notice to owners of that**  
10 **any particular properties would be (or were) sold on any particular date**

- 11
- 12 **1. No notice of any BOD action to authorize the**
  - 13 **posting 2763 White Sage for sale**
  - 14
  - 15 **2. No notice of any hearing for the owner**
  - 16
  - 17 **3. No opportunity for the owner to request an open hearing**
  - 18 **4. No notice that the sale was scheduled for March 7, 2014**
  - 19 **5. No notice that the sale was scheduled for August 15, 2014**
  - 20 **6. No notice that 2763 White Sage was foreclosed by SCA**
  - 21 **7. No financial report accounting for the \$63,100**
  - 22 **8. No delinquency report published as required by Bylaws**
  - 23 **3.21(F)(V)**
  - 24 **9. No notice to all SCA owners when SCA scheduled any**
  - 25 **property for sale**
  - 26
  - 27 **10. No notice to SCA owners when any SCA property was**
  - 28 **sold.**

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**Exhibit 4**

**SCA BOARD ACTIONS RELATED TO FORECLOSURE  
AND WRITE-OFF OF DEBT**

**Quoted excerpts of all SCA BOARD MINUTES from 9/27/12-  
12/31/14 containing any reference to foreclosure or write off of debt**

**Compiled by Nona Tobin from the SCA website.**

**SCA would not disclose any minutes in discovery despite the fact that  
minutes are available to members without restriction.**

**Exhibit 5**

**BOD APPROVED THE SALE IN SECRET VIOLATING NRS  
116.31083 / NRS 116.31085**

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- 1. SCA disclosed no minutes of any BOD action to authorize this sale or any of the 12 (or more) SCA foreclosures in 2014.
- 2. SCA response to Tobin ROGGs stated minutes were in SCA000644 – through SCA000654, but SCA disclosures only went up to SCA000643.
- 3. SCA 000315 reports BOD approval, “Approved 12/5 R05 120513” to sell 2763 White Sage on March 7, 2014 , but
  - a. motion R05 is a vote on the Reserve Study, not on a sale.
  - b. The only published Notice of Sale was posted on 2/12/14.
  - c. Jean Capillupo signed the approval 2/27/14,
- 4. 12/5/13 President Report states “*we took action to foreclose on five properties*” that were unidentified
- 5. SCA000406 “*Association Foreclosure Sale Approval*” “*all twelve properties attached*”, signed on 1/9/14, but
  - a. no list of properties was attached
  - b. no action item was on any agenda to authorize posting any property for sale at all, let alone 12 properties identified by address
  - c. no sale date for any property was in any BOD minutes

**Exhibit 6**

**Relevant NRS provisions from chapters 38, 111, 116, 116A, 205, 240**



1 **Exhibit 7**

2 **Table of Authorities**

- 3
- 4 **1. Table of Authorities compiled by Nona**
- 5 **Tobin**
- 6
- 7 **2. SCA bylaws 3.20/3.18 prohibiting**
- 8 **delegation of certain duties**
- 9
- 10 **3. SCA bylaws 3.21(f)(v) requiring quarterly**
- 11 **delinquency report**
- 12
- 13 **4. Analysis of NRS 116 requirements for valid**
- 14 **BOD action in compliant meetings**
- 15
- 16 **5. SCA bylaws 3.15A permissible**
- 17 **topics/actions in closed BOD meetings**
- 18
- 19 **6. SCA BOD Resolution Establishing the**
- 20 **Governing Documents Enforcement Policy**
- 21 **& Process**
- 22
- 23 **7. SCA CC&Rs XVI Dispute Resolution and**
- 24 **Limitation on Litigation**
- 25
- 26 **8. SCA CC&Rs 7.4 Compliance and**
- 27 **Enforcement**
- 28
- 29 **9. Assemblyman Conklin summary of AB 284**
- 30 **(2011) 2011 Legislative Digest of AB 284**
- 31 **changes to NRS 107 and NRS 205**

1  
2 **Exhibit 8**

3  
4 **SCA Response to Tobin ROGGs**

5 SCA "outsourced" collections and enforcement in violation of

6  
7 SCA bylaws 3.20 and 3.18 (b)(i)

8  
9 SCA does not account for or control the money collected in

10 violation of SCA bylaws 3.20 and 3.18 (e)(g)

11  
12  
13  
14 **Exhibit 9**

15  
16 **SCA Response to Tobin RFDs**

17 SCA has no record the property was foreclosed or accounting of the  
18 funds collected.

19 "Minutes (SCA000644-SCA000654)" referenced were not disclosed

20  
21 Exhibit

1 **Exhibit 10**

2  
3 **ALL RRFS/SCA PROOFS OF SERVICE**

4 No SCA Proofs of Service were authenticated.

5  
6 RRFS' proofs in response to Tobin Subpoena were authenticated  
7  
8 as complete.

9  
10 There are no proofs that any notices Tobin disputed were sent.  
11  
12

13 **Exhibit 11**

14  
15 **RELEVANT RRFS/SCA PROOFS OF SERVICE**

16  
17 Only SCA or RRFS Proofs of Service of Notices to the property  
18  
19 (2763 White Sage Drive) or to owner's address of record (2664  
20  
21 Olivia Heights Ave)

22  
23 No proofs for any notices Tobin disputed. Tobin did not dispute  
24  
25 2/12/14 NOS was sent. Tobin claimed no second NOS was  
26  
27 published after the notice of  
28  
3/7/14 sale was canceled.

1  
2  
3 **Exhibit 12**

4  
5 **CLAIMS AGAINST NATIONSTAR**

- 6  
7 **1. BANA and NSM obstructed five sales at FMV**
- 8  
9 **2. BANA took possession without foreclosing in 2013**
- 10  
11 **3. Blocked HOA from being paid \$3,055 in June 2013**
- 12  
13 **4. NSM refused to ID beneficiary**
- 14  
15 **5. BANA and NSM recorded false claims against title**
- 16  
17 **6. NSM and BHHS concealed inculpatory evidence**  
**(Equator file)**
- 18  
19 **7. NSM let the HOA sell for \$63,100**  
**when \$358,800 offer was pending**  
**lender approval**
- 20  
21  
22  
23 **8. NSM faked two powers of attorney**
- 24  
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Dated this \_\_\_\_\_ day of April, 2019.

---

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

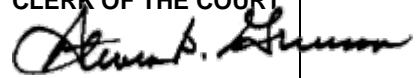
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**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY that on this 17th day of April, 2019 and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing NONA TOBIN'S SECOND SUPPLEMENTAL DISCLOSURE OF WITNESSES AND PRODUCTION OF DUCUMENTS, addressed to:**

- Michael R. Mushkin & Associates**
- L. Joe Coppedge [joe@mushlaw.com](mailto:joe@mushlaw.com)**
- Karen L. Foley [karen@mushlaw.com](mailto:karen@mushlaw.com)**
- Michael R. Mushkin [michael@mushlaw.com](mailto:michael@mushlaw.com)**
- Lipson Neilson P.C.**
- Susana Nutt [snutt@lipsonneilson.com](mailto:snutt@lipsonneilson.com)**
- Renee Rittenhouse [rrittenhouse@lipsonneilson.com](mailto:rrittenhouse@lipsonneilson.com)**
- Kaleb Anderson [kanderson@lipsonneilson.com](mailto:kanderson@lipsonneilson.com)**
- David Ochoa [dochoa@lipsonneilson.com](mailto:dochoa@lipsonneilson.com)**
- Ashley Scott-Johnson [ascott-johnson@lipsonneilson.com](mailto:ascott-johnson@lipsonneilson.com)**
- Medrala Law Firm, PLLC**
- Jakub P Medrala [jmedrala@medralaw.com](mailto:jmedrala@medralaw.com)**
- Shuchi Patel [spatel@medralaw.com](mailto:spatel@medralaw.com)**
- Office [admin@medralaw.com](mailto:admin@medralaw.com)**
- Hong & Hong APLC**
- Joseph Y. Hong, Esq. [vosuphonglaw@gmail.com](mailto:vosuphonglaw@gmail.com)**
- Pro Se**
- Nona Tobin [nonatobin@gmail.com](mailto:nonatobin@gmail.com)**
- Michael Kelley [mkelley@wrightlegal.net](mailto:mkelley@wrightlegal.net)**
- NVEfile [nvefile@wrightlegal.net](mailto:nvefile@wrightlegal.net)**





1 **NOTC**

2 NONA TOBIN  
3 2664 Olivia Heights Avenue  
4 Henderson NV 89052  
5 Phone: (702) 465-2199  
6 nonatobin@gmail.com

7 *Defendant-in Intervention*  
8 *Cross-Claimant*  
9 *In Proper Person*

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

12 JOEL A. STOKES and SANDRA F.  
13 STOKES, as trustees of the JIMI JACK  
14 IRREVOCABLE TRUST,  
15 Plaintiffs,

16 vs.

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

19 

---

NATIONSTAR MORTGAGE, LLC,  
20 Counter-Claimant,

21 Vs.

22 JIMI JACK IRREVOCABLE TRUST;  
23 Counter-Defendant

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 JIMI JACK  
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.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

**NOTICE OF COMPLETION OF  
MEDIATION PURSUANT TO  
NRS 38.310**

1 **NOTICE OF COMPLETION OF MEDIATION**

2 **PERSUANT TO NRS 38.310**

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**.

9  
10  
11 Counterclaimant Tobin, Red Rock Financial Services, LLC, and Sun City Anthem  
12 participated in the NRED mediation on November 13, 2018. However, the mediation was  
13 unsuccessful as no agreement was reached, and the matter is now closed.  
14

15 A copy of the notice received from Mediator Donald J. Lowrey, Esq., that confirms the  
16 unsuccessful mediation is attached hereto as **Exhibit B**.

17 **Exhibit C** contains a confidential memo to the Mediator with documents showing that Sun  
18 City Anthem was retaliating against Tobin for pursuing this quiet title claim and attempting to get  
19 it on the record that SCA agents are being unjustly enriched at the expense of homeowners.  
20

21 DATED this 9th day of April 2019

22 

23 \_\_\_\_\_  
24 NONA TOBIN  
25 2664 Olivia Heights Avenue  
26 Henderson NV 89052  
27 Phone: (702) 465-2199  
28 nonatobin@gmail.com

*Defendant-in Intervention/ Cross-Claimant  
In Proper Person*



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CERTIFICATE OF SERVICE

I, Nona Tobin, hereby certify that on this 9th April I did cause a true and complete copy of the above NOTICE OF COMPLETION OF MEDIATION PURSUANT TO NRS 38.310 to be E-filed and e-served to all parties, via the district court's EfileNV electronic mailing and notification system.



---

**EXHIBIT A**

**EXHIBIT A**

**EXHIBIT A**

**STATE OF NEVADA**  
**DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE DIVISION**  
**OFFICE OF THE OMBUDSMAN FOR COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS**  
 3300 West Sahara Avenue, Suite 325 \* Las Vegas, NV 89102  
 (702) 486-4480 \* Toll free: (877) 829-9907 \* Fax: (702) 486-4520  
 E-mail: [CICombudsman@red.nv.gov](mailto:CICombudsman@red.nv.gov) <http://www.red.nv.gov>

**ALTERNATIVE DISPUTE RESOLUTION (ADR) CLAIM FORM**

*Please ensure that all sections of this form are completed. Incomplete paperwork will be returned for completion, and will cause a delay in the processing of the claim.*

Date: 8/20/18 NONA TOBIN  
 Signature of Claimant

**Please, be advised that only ONE Claimant and ONE unit address may be listed, per claim form.**

Claimant: NONA TOBIN  
If individual, provide full name. If an Association, provide COMPLETE Association name as it appears on Secretary of State's website. (<http://nv.sos.state.nv.gov/sosentiresearch/>)

If Claimant is represented by an attorney: (NOT FOR MEDIATION)  
Please provide the name of the Law Firm and the name of the attorney (if applicable)

Mailing Address: 2664 OLIVIA HEIGHTS AVE, HENDERSON NV 89052  
Street City State Zip Code

Phone: (702) 465-2199 Fax:  E-Mail: NONATOBIN@GMAIL.COM

**Please list only one party; attach Additional Respondent Form (#520B) if there is more than one Respondent.**

Respondent: SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. C14322-1998  
If individual, provide full name. If an Association, provide COMPLETE Association name as it appears on Secretary of State's website. (<http://nv.sos.state.nv.gov/sosentiresearch/>)

Mailing Address: 2450 HAMPTON RD, HENDERSON NV 89052  
Street City State Zip Code

Phone: (702) 614-5800 Fax: (702) 614-5813 E-Mail: ADMINISTRATION@SCACAI.COM

**PLEASE SELECT YOUR METHOD OF RESOLUTION:**

- MEDIATION**  
 **REFEREE PROGRAM**

**If all parties agree to the Referee Program, the cost will be fully subsidized by the Division, contingent upon available funds.**

NONA If the Referee Program is selected, and the Respondent chooses Mediation, the claim will default to mediation.  
(Initial if applicable)

NONA I have read and agree to the policies stated in the ADR Overview (Form #523).  
(Initial)

Yes  No Has the above listed Claimant filed an Intervention Affidavit (form #530) regarding the same or similar issues?

• If yes, please provide the file number(s):

NONA I acknowledge that if an Intervention Affidavit (form #530) has been filed with the Division based on the same issues, by filing an ADR claim, the Division will not move forward with investigating the Intervention Affidavit pursuant to NAC 116.630.  
(Initial)

**FOR OFFICIAL USE ONLY**

Receipt number: 426905 Claim number: 19-27 Date received: RECEIVED AUG 21 2018



**PROVIDE A BRIEF STATEMENT PERTAINING TO THE NATURE OF THE DISPUTE:**

2763 WHITE SAGE DRIVE, HENDERSON 89052 APN: 191-13-811-052

Address of unit related to this claim:

- Your explanation must start below. You may attach additional pages, if more space is needed. "SEE ATTACHMENT" IS NOT ACCEPTABLE.
- If this claim is being filed based on a referral from the Intervention process, please file your complaint as a new-complaint. Do not refer to your original complaint.

This action is for quiet title and equitable relief from a defective lien foreclosure sale by the Sun City Anthem Community Association, Inc. (SCA) and its former managing and debt collection agent(s), FirstServiceResidential (FSR f/k/a RMI) and RMI/FSR d/b/a Red Rock Financial Services (RRFS). The claims arise under allegations of wrongful foreclosure, denial of due process, failure to comply with NRS 116, breach of contract (CC&Rs, SCA Bylaws, SCA Board Policies for Collection and guaranteed due process); breach of covenants of good faith and fair dealing; misrepresentation, negligent BOD supervision of agents allowing unjust enrichment and civil conspiracy. The foreclosure of the HOA's lien and sale to a third-party has resulted in damages to Claimant, as the Successor Trustee/beneficiary of the Gordon B. Hansen Trust, prior Property owner, from loss of income and use of the Property and from the negative impact the mere existence of this case has had on Claimant's reputation and wellbeing.

**IDENTIFY THE SECTION OF GOVERNING DOCUMENTS PERTAINING TO THE DISPUTE:**

CC&Rs sections 7.4,8.8,8.8A(a),8.12,16.3;

11/17/11 SCA Board Resolution Establishing the Governing Documents Enforcement Policy and Process  
4/27/12 SCA-RRFS Delinquent Assessment Collection Agreement  
10/01/13 Delinquent Assessment Collection Policy

Bylaws sections 3.13a(i)(ii), 3.13(e)(i)(ii), 3.13f(i)(ii)(iii), 3.15, 3.15A(c)(iii),3.15A(d)(i)(ii), 3.15A(e),3.20 re 3.18(b),e(i)(i), 3.21(d), 3.21(e), 3.21(f)(v); 3.25, 3.26(a), 3.26(b), 3.26(c); 5.2

**In order for the claim to be considered filed, the following must be submitted, if applicable.**

Please indicate by initialing that the following steps have been completed:

None Forms:  
(Initial)

One (1) Original Claim Form, # 520

Two (2) copies of the Claim Form and supporting documents

- Supporting documents may be provided directly to the Mediator or Referee once assigned, and need not be provided with this Claim Form. Should you chose to submit your documents; you must supply one (1) original set and two (2) copies.

None Filing Fee of \$50.00 payable to "NRED" in the form of **(This fee is nonrefundable):**  
(Initial)

- Cash (exact change; please do not mail cash)
- Check
- Money Order

None I acknowledge that the Subsidy Application will ONLY be accepted, and reviewed, prior to the claim being assigned to a Mediator or Referee.  
(Initial)

None ADR Subsidy Application for Mediation (Form #668):  
(Initial if applicable)

Subsidy is awarded based on:

- For a Unit Owner:
  - Once during each fiscal year of the State for each unit owned.
- For an Association:
  - Once during each fiscal year of the State against the same unit owner for each unit owned.
  - In "Good Standing" with Secretary of State & Office of the Ombudsman.

Should subsidy be awarded, the Division will notify each party when the claim is assigned to a Mediator.

I acknowledge that the Claimant will **NOT** be applying for Subsidy for this claim.

(Initial if applicable)

## SERVING THE CLAIM

Please be advised, the Claimant will be responsible to have the Respondent(s) served within **45 days** after the Division mails the Claimant the processed packet via USPS. The packet will contain instructions on how to serve the claim.

The packet that the Claimant will receive in the mail will contain:

- A Claim Opening Letter (keep this letter for your records).
- A Receipt for the **non-refundable** \$50.00 filing fee (keep for your records).
- Affidavit of Services Form
  - This form must be filled out by the person that serves the claim.
  - The form **MUST** be notarized, and returned to the Division within 10 days.
  - The packet cannot be served by anyone associated with the claim.

The following items from the packet are required to be served:

- ADR Overview, form #523
- Copy of the claim that was processed, form #520
- A blank Response, Form #521
- A blank Subsidy Application, form #668
- *If the Claimant listed more than one Respondent on the Claim Form (#520). The Claimant will be responsible to make copies of the packet, so that each Respondent can be served.*
- *One (1) Affidavit of Service will have to be notarized and submitted for each Respondent listed on the Claim Form (#520).*

*Each (1) Affidavit of Service **MUST** be submitted to the Division within 10 days.*

none I acknowledge that all forms listed above will be served pursuant to NRS 38.320.  
(Initial)

none I acknowledge that if the claim is not served within the timeframe set forth by Nevada Administrative Code (NAC) 38.350 (1), the claim will be closed.  
(Initial)

none I acknowledge if the Affidavit of Service (AOS) is not submitted to the Division within the timeframe set forth by Nevada Administrative Code (NAC) 38.350 (2)(a), the Division has the authority to close the claim.  
(Initial)

### How service must be made:

- **Service on a Nevada Corporation:** Service shall be made upon the president or other corporate head, secretary, cashier, managing agent or resident agent. However, if this is not possible, then upon the Secretary of State in the manner described in Rule 4 of the Nevada Rules of Civil Procedure.
- **Service on a Non-Nevada Corporation:** Service shall be made upon the agent designated for service of process, in Nevada, or its managing agent, business agent, cashier, or secretary within this State. However, if this is not possible, then upon the Secretary of State in the manner described in Rule 4 of the Nevada Rules of Civil Procedure.
- **In all other cases (except service upon a person of unsound mind, or upon a city, town or county):** Service shall be made upon the respondent personally, or by leaving copies at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy of the summons and complaint to an agent authorized by appointment or by law to receive service of process.
- **If all of the above are not possible because of the absence from the state or inability to locate the respondent:** An *Affidavit of Diligent Search* can be provided to the Division. If the Division determines adequate efforts were made to serve the respondent(s), the Division will provide a letter to the claimants acknowledging their unsuccessful efforts to participate in the ADR program.

\* **"Service by Publication" is not a valid form of service for the ADR Program.**

The following is a listing of the Mediators and Referees for the Alternative Dispute Resolution program. Before making your selection, resumes of the Mediators and Referees and their location availability can be viewed on the Division's website at [http://red.nv.gov/Content/CIC\\_ADR\\_Panel](http://red.nv.gov/Content/CIC_ADR_Panel)

- If the parties do not agree on the selection of Mediator or Referee, the Division will assign a Mediator/Referee at random.
- *This is a requirement, please indicate the Mediator/Referee by initialing next to the party selected.*

**SOUTHERN NEVADA**

**MEDIATOR LISTING**

**REFEREE LISTING**

\_\_\_\_\_ Angela Dows, Esq.  
\_\_\_\_\_ Barbara Fenster  
\_\_\_\_\_ Christopher McCullough, Esq.  
 Dee Newell, JD  
\_\_\_\_\_ Donald E. Lowrey, J.D. LL.M.  
\_\_\_\_\_ Eric Dobberstein, Esq.  
\_\_\_\_\_ Henry Melton  
\_\_\_\_\_ Ira David, Esq.  
\_\_\_\_\_ Janet Trost, Esq.  
\_\_\_\_\_ Malcom Doctors

\_\_\_\_\_ Angela Dows, Esq.  
\_\_\_\_\_ Donald Lowrey, J.D.  
\_\_\_\_\_ Ira David, Esq.

**NORTHERN NEVADA**

**MEDIATOR LISTING**

**REFEREE LISTING**

\_\_\_\_\_ Paul H. Lamboley, Esq.  
\_\_\_\_\_ Michael Matuska, Esq.

\_\_\_\_\_ Paul Lamboley, Esq.  
\_\_\_\_\_ Michael Matuska, Esq.

Once the claim has been received and processed by the Division, an opening packet will be mailed out to the address provided on page 1 of this form. This packet will include instructions on the next step in this process.

**Submit the required forms and documents to:**

**Nevada Real Estate Division  
ADR Facilitator  
3300 W. Sahara Ave., Ste. 325  
Las Vegas, NV 89102**



**STATE OF NEVADA**  
**DEPARTMENT OF BUSINESS AND INDUSTRY**  
**REAL ESTATE DIVISION**  
**OFFICE OF THE OMBUDSMAN FOR OWNERS IN**  
**COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS**

3300 W. Sahara Ave., Suite 350, Las Vegas, Nevada 89102

(702) 486-4480 • Toll free: (877) 829-9907

E-mail: [CIC/Ombudsman@red.nv.gov](mailto:CIC/Ombudsman@red.nv.gov)      <http://red.nv.gov>

**ALTERNATIVE DISPUTE RESOLUTION (ADR)**  
**ADDITIONAL RESPONDENT FORM**

**This form should only be used in conjunction with Form #520 - ADR Claim Form**

Date: August 20, 2018

  
Signature of Claimant (if Homeowner, must be owner of record)

(<http://nvsos.gov/sos>)

If filed on behalf of the Association, provide the Association's Entity Number as it appears on the Secretary of State's website.

**Respondent:** Red Rock Financial Services LLC # E0484542011-5

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** Joel Just, former President, Red Rock Financial Services, partners # IRS tax ID 88-0358132

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** Steven Parker, FirstService Residential, Nevada, LLC # LLC3280-1996

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** \_\_\_\_\_ # \_\_\_\_\_

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** \_\_\_\_\_  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

*For office use only:*

Receipt number: \_\_\_\_\_ Claim number: \_\_\_\_\_ Date received: \_\_\_\_\_

## WHAT LAWSUIT?

People have asked for an explanation of the lawsuit I'm involved in. At least one of my opponents makes a lot of disingenuous remarks suggesting I should be "exposed" and that I am suing the HOA for damages and that I am unjustly trying to hurt the HOA or I am just running for the Board to win a lawsuit. All of these are fabrications and false.

In January, I became a defendant and claimant added to two existing lawsuits vying for title to 2763 White Sage Drive that was foreclosed on using the HOA's authority in 2014. This house was the residence of my late fiancé Bruce Hansen that held title in the name of the Gordon B. Hansen Trust. I became the Trustee and the executor of Bruce's estate when Bruce died of pancreatic cancer in 2012. The market was at a low point, and his house was underwater. I put it on the market immediately, but I had caretakers living there rent free to make sure the property was maintained and not a blight on the neighborhood.

This house was a nightmare for several years while the banks made probably 500 abusive collection calls to me even though I was the Executor and not the debtor. I maintained the property at my expense for well over a year because the bank would do nothing to protect the property and didn't care about the impact on the neighborhood of all the houses that became bank-owned after the economic downturn.

Proudfit Realty had the listing for 1 ½ years during which time Bank of America screwed up two sales, then Bank of America took possession but wouldn't take title. Then, I had Craig Leidy, a Berkshire Hathaway Realtor, re-list it. The new servicing bank Nationstar continued the abusive debt collection practices and also refused to close on multiple at or near full-price, arms-length deals.

SCA's Agent put the property into collection as soon as I told them that Bruce had died. I paid Bruce's HOA dues, but FSR did not credit my payments for Bruce's house that I paid at the same time as I paid mine. HOA Agents claimed a default before one existed, and prematurely put a lien on the property that contained unauthorized fees. SCA's Agents refused to take payment of the super-priority amount offered by the bank, did not offer me a payment plan, a hearing, an appeal, or give notices required by law and Board policy.

As you can see, the process to take away a \$400,000 house was less than the process mandated by SCA Board policy to provide Owners who are going to be sanctioned \$100 for minor infractions such as a dead tree. The HOA Agents foreclosed on the property without notice to me when I was literally at my sister's deathbed and while my real estate agent Craig Leidy was on the Titans Temecula trip.

The HOA Agents sold Bruce's house to a Berkshire Hathaway Realtor in the listing office for \$63,100 (instead of the \$375,000 refused by the bank two weeks earlier). After the sale, I received no notice whatsoever from either SCA or HOA Agents that they had foreclosed on the Trust and taken away Bruce's son's and my interest in the property as beneficiaries of the Trust.



The former HOA Agents that conducted the sale only gave \$2,701.04 to the HOA out of the \$63,100 auction price, and illegally kept \$60,000. They rebuffed my claim for the balance owed to the trust by statute. The HOA Agents weren't acting as fiduciaries for the Association. They even stiffed the HOA out of the Asset Enhancement Fee and new member set-up fees.

I got back into the fray last year when I was notified that Bruce's house had been re-conveyed to a dentist in Anthem Country Club for \$1.00 on a fraudulently executed and notarized quit claim deed and that this property is part of a widespread rental scam across Las Vegas Valley. There are literally thousands of lawsuits in state and Federal court over problems with HOA foreclosures. I wrote a letter to the R-J Editor about it that I will post on my website [www.nonatobin.com](http://www.nonatobin.com).

In fact, Alessi & Koenig who the SCA Board hired to replace our former Agents, conducted 800 HOA foreclosures between 2011-2015, and filed for Chapter 7 bankruptcy a few months ago because they were sued for their actions in 500 of them.

In January, I was approved by the court to become a defendant-in-intervention and was required to submit my claims by February 1, 2017 to get the title to the house returned to the Trust. The HOA is named as a necessary party because the foreclosure sale for alleged default on assessments was held under the HOA's authority. HOA agents were not named in the two lawsuits I intervened on. I intend to make a claim against them later about the \$60,000 they effectively stole from Bruce's estate without involving the HOA.

If the HOA's response were to support my motion to void the sale scheduled to be heard on April 6, the HOA could be out of the case at no essentially cost. That is the reasonable course of action as the facts support my claim that the sale was defective and did not conform to Nevada statutes, our HOA CC&Rs and by-laws. Costs to the HOA would only accrue if the HOA Board decided to condone the acts of its former agents and assert that its former Agents were authorized by the HOA Board to act in their own interest rather than as fiduciaries to SCA.

If the HOA Board decides to continue the current HOA delinquent assessment collection and foreclosure procedures there will be significant ongoing costs in litigation, insurance premiums and deductibles which dwarf the amount possibly collected by orders of magnitude. The HOA Board needs to be more rigorous in assessing the cost-effectiveness and managing the risk in the collections process.

The SCA Board must revise these defective procedures as they permit unscrupulous agents to be predatory, be unjustly enriched and to exploit our most vulnerable members. These procedures have already forced the HOA into years-long battles with the banks whose mortgages were extinguished by HOA sale or who were otherwise ill-treated by our Agents. There is a significant cost to trying to beat the banks.

I am running for the Board because I love this place, and I think I can help fix this. I am more than mildly horrified by the manner in which the Board of Directors is being duped into unwittingly acting contrary to the interests of the members, and I want to make it right.

In order to reach a mutually beneficial conclusion to this dispute with SCA, I offer the following proposed settlement if SCA agrees to the terms and conditions below.

I will take the following actions and make the following commitments:

1. waive any argument against SCA of respondeat superior, that the principal is always responsible for the acts of its agents;
2. make no claim for damages against SCA;
3. make no claim for attorney's fees or litigation expense from SCA;
4. withdraw my February 1, 2017 cross-claim against SCA as if dismissed with prejudice;
5. agree not to initiate any further civil action or regulatory complaint against SCA to hold SCA in any way responsible for the fact that its former agents, FSR & RRFs, conducted a statutorily noncompliant foreclosure sale of 2763 White Sage Dr. (A summary of my claims is Attachment A).

In consideration for these actions, the SCA Board must make the following declarations and take the following actions:

1. SCA Board declares that it did not authorize and does not condone its former agents unjustly profiting from the foreclosure of 2763 by improper accounting, charging fees in excess of the legal limit, failing to offer the due process required by law, and failing to distribute the proceeds from the sale as required by NRS (2013) 116.31164.
2. SCA Board either voids the sale on its own motion or recommends to the court to grant my motion to void the sale of 2763 White Sage on the basis of SCA former Agents' failure to follow NRS 116.31162-NRS 116.31166, NRS 38.300-360, NRS 116.31085, SCA governing documents and Board policies.
3. SCA Board declares that any illegal actions by SCA's former Agents were done without authority knowingly granted by the SCA Board.
4. SCA Board declares it does not have any financial interest in the subject property and would lose nothing if the foreclosure sale were voided due to being statutorily non-compliant.
5. SCA Board confirms that \$2,701.04 credited to SCA on August 27, 2014, was accepted as payment in full, and that neither the Association nor any current or former Board member received nor benefitted from its former Agents' failure to distribute the proceeds in the manner prescribed by law.
6. SCA Board instructs its attorney to withdraw the counter-productive motion to dismiss my cross-claims for lack of jurisdiction under NRS 38.310 (2) as it increases both parties' costs in time and money to no purpose.
7. SCA Board instructs its attorney to withdraw or do not submit any motion that would attempt to require me to be represented by an attorney as it increases both of our costs in time and money to no purpose.
8. Prior to conducting an RFP for a new debt collector, the SCA Board will conduct a review of the SCA assessment process utilizing data analysis and meaningful Owner participation to adopt an assessment policy (not just a delinquent assessment policy) and process designed to:
  - a. Ensure that owners have the same (or more) due process rights as are currently afforded to owners being sanctioned for a dead tree;

- b. reduce the ability of debt collectors to prey on SCA members for their own unjust enrichment;
- c. increase the likelihood of voluntary collection;
- d. utilize foreclosure as a last resort;
- e. reduce the costs of SCA litigation;
- f. reduces the costs of errors & omissions insurance deductibles and premiums;
- g. follow both the letter and the spirit of applicable laws and regulations.

#### Attachment A

##### Summary of February 1, 2017 cross-claims against SCA:

1. Conduct of foreclosure sale was statutorily noncompliant with NRS 116.31162 through NRS 116.31166 (2013)
2. Failed to give proper notice to Respondent re 38.310 process conducted the sale after telling the Ombudsman that the sale was cancelled and the Owner was retained.
3. Referred the White Sage assessment account to collections before there was a default;
4. Charged fees in excess of the legally authorized amounts;
5. Rescinded the 3/12/13 notice of default;
6. Canceled the 2/12/14 notice of sale and did not replace it;
7. Conducted the sale while there was no notice of sale in effect;
8. Issued a foreclosure deed based upon a cancelled Notice of Default;
9. Former Agents concealed these actions from the SCA Board;
10. Statutory and Resolution process violated for not having any hearing or notice that appeal to the Board was available;
11. Sale was not commercially reasonable as sold to a non-bona fide purchaser for 18% of fair market value and sale involved fraudulent concealment of unlawful acts;
12. Former Agents kept money that belonged to Hansen estate of approximately \$60K from proceeds of the sale;
13. Former Agents kept money that belonged to the SCA and falsified the SCA records to keep their actions covert;
14. Former Agents were unjustly enriched – not SCA. So why should SCA defend them especially since they have not SCA Agents since April, 2015;
15. Breach of contract claims are against SCA former Agents and not the SCA Board and were an attempt to utilize indemnification clauses in the SCA contracts with former Agents to shield SCA's insurance from problems created by former Agents.

**STATE OF NEVADA**  
**DEPARTMENT OF BUSINESS AND INDUSTRY**  
**REAL ESTATE DIVISION**  
**OFFICE OF THE OMBUDSMAN FOR OWNERS IN**  
**COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS**

3300 W. Sahara Ave., Suite 350, Las Vegas, Nevada 89102

(702) 486-4480 \* Toll free: (877) 829-9907

E-mail: [CICOmbudsman@red.nv.gov](mailto:CICOmbudsman@red.nv.gov)      <http://red.nv.gov>

**ALTERNATIVE DISPUTE RESOLUTION (ADR)**  
**ADDITIONAL RESPONDENT FORM**

**This form should only be used in conjunction with Form #520 - ADR Claim Form**

Date: August 20, 2018

\_\_\_\_\_  
Signature of Claimant (if Homeowner, must be owner of record)

[\(http://nvsos.gov/sos\)](http://nvsos.gov/sos)

If filed on behalf of the Association, provide the Association's Entity Number as it appears on the Secretary of State's website.

**Respondent:** Red Rock Financial Services LLC # E0484542011-5

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** Joel Just, former President, Red Rock Financial Services, partners # IRS tax ID 88-0358132

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** Steven Parker, FirstService Residential, Nevada, LLC # LLC3280-1996

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** \_\_\_\_\_ # \_\_\_\_\_

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** \_\_\_\_\_  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

*For office use only:*

Receipt number: \_\_\_\_\_ Claim number: \_\_\_\_\_ Date received: \_\_\_\_\_

**EXHIBIT B**

**EXHIBIT B**

**EXHIBIT B**

1 Donald E. Lowrey, Esq.  
Nevada Bar No.13178  
2 LAW OFFICES OF DONALD E. LOWREY, PLLC  
7473 W. Lake Mead Blvd  
3 Las Vegas, Nevada 89128  
Telephone: (702) 645-7452  
4 Facsimile: (866) 542-0286  
Email: d.lowrey@lowreylaw.com  
5 Mediator

6  
7  
8 **State of Nevada**  
9 **Dept. of Business and Industry - Real Estate Division**  
10 **COMMON-INTEREST COMMUNITIES AND HOTELS**  
11 **ALTERNATE DISPUTE RESOLUTION**

12 NONA TOBIN,

13 Claimant,

14 vs.

15 SUN CITY ANTHEM COMMUNITY  
16 ASSOCIATION INC.; RED ROCK  
17 FINANCIAL SERVICES LLC; STEVEN  
PARKER; and JOEL JUST,

18 Respondents.

)  
MEDIATION  
ADR Claim No. 19-27

19  
20 **SUMMARY OF MEDIATION**  
21 **NO AGREEMENT**


22 A Mediation Hearing in the above entitled matter was convened on November 13, 2018, at  
23 9:30 AM. Appearing at the Mediation were: Nona Tobin; Kaleb Anderson, Esq. for SUN CITY  
24 ANTHEM COMMUNITY ASSOCIATION INC., STEVEN PARKER and JOEL JUST; Steven  
25 Scow, Esq. for RED ROCK FINANCIAL SERVICES LLC.

26 The mediation concerns certain acts and events with regard to real property located at  
27 2763 White Sage Drive, Henderson NV 89052. Litigation of some or all of the mediation issues  
28 are pending in the Nevada Eighth Judicial District Court, case number A-15-720032.



1           The parties participating in the mediation did so in good faith. However, they were not  
2 able to reach an agreement because others, who are parties in the litigated matter, did not appear  
3 for mediation and are necessary participants for a resolution of all claims. Accordingly, the  
4 Mediator finds that there was NO AGREEMENT.

5  
6 DATED this 19th day of November, 2018.

7  
8   
9 \_\_\_\_\_  
10 Donald E. Lowrey, Esq.  
11 MEDIATOR

12  
13 **NOTICE**

14 If the parties participate in mediation and an agreement is not obtained, any party may commence  
15 a civil action in the proper court concerning the claim that was submitted to mediation. Any  
16 complaint filed in such an action must contain a sworn statement indicating that the issues  
17 addressed in the complaint have been mediated pursuant to the provisions of NRS 38.300 to  
18 38.360, inclusive, but an agreement was not obtained. (NRS 38.330).

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**CERTIFICATE OF MAILING**

I hereby certify that on the November 19, 2018, I served a copy of the forgoing SUMMARY OF MEDIATION, by first class mail in a sealed envelope with postage prepaid thereon to the counsel of record and/or the person(s) named below:

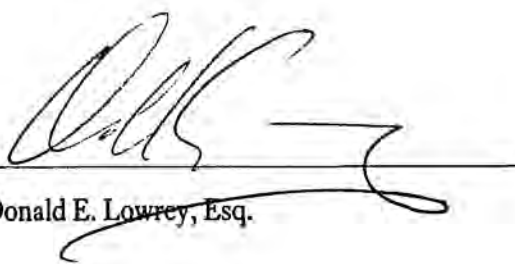
Nevada Real Estate Division  
Office of the Ombudsman  
3300 W. Sahara Ave. Ste 325  
Las Vegas, NV 89102

Nona Tobin  
2664 Olivia Heights Ave.  
Henderson, NV 89052

Kaleb Anderson, Esq.  
Lipson Neilson  
9900 Covington Cross Drive Ste 120  
Las Vegas, NV 89144

Steven Scow, Esq.  
Koch & Scow, LLC  
11500 S. Eastern Ave. #210  
Henderson, NV 89052

DATED this 19th day of November, 2018.



Donald E. Lowrey, Esq.



**EXHIBIT C**

**EXHIBIT C**

**EXHIBIT B**

**Statement Of Disputed Issues.**

(excerpted from document to be shared with all parties)

1. Claimant believes the evidence shows that the sale did not conform to statutes and is void, and that there is no detrimental impact to SCA or Nationstar if the title is quieted to Claimant vs. Jimijack. SCA has asserted that all statutes were followed and that Nationstar would still have a claim against SCA if the sale were voided.
2. SCA failed to provide to Claimant the due process described in [NRS 116.31085](#), [NRS 116.31031](#), [CC&Rs 7.4](#) and SCA [bylaws 3.26](#), and SCA 11/17/11 [Policy Governing Process for Enforcement](#) of the Governing Documents, and SCA Board Resolution on Delinquent Assessments prior to sanctioning her by confiscating her house (ultimate sanction) for the alleged violation of the governing documents (delinquent assessments) exactly two days after that exact [due process was impeccably provided prior to a \\$25 sanction](#) for the alleged violation of dead tree.
3. Claimant asserts that SCA Board is guilty of negligent supervision of conflicted agents; and it has violated its duty of care by unlawful over-delegation of assessment collection, lack of accounting controls, and a failure to hold agents accountable for litigating claims brought against the Association for agents' misdeeds. This has caused damages to all SCA homeowners, including Claimant, and has prevented justice from being served in this case. SCA denies it.
4. Claimant asserts that SCA has been unfairly using this case to abrogate Claimant's other rights as an SCA homeowner and has created a hostile environment for her in a community where she has lived for nearly 15 years by mischaracterizing the nature of the dispute, and her role in it. SCA denies it and claims that the existence of this case has justified their action to deem her Board seat vacant and declare her ineligible to serve until this case is complete.

**Proposed Resolution**

(excerpted from document to be shared with all parties)

1. SCA Board voids the sale as part of this mediation agreement on the basis of SCA former Agents' failure to follow NRS 116.3116-NRS 116.31168, other statutes, SCA governing documents and Board policies.
2. SCA Board declares publicly that it did not authorize, and it does not condone, its former agents unjustly profiting from the foreclosure of 2763 White Sage Drive, or any other SCA property, by improper accounting, charging fees in excess of the legal limit, failing to offer the owner due process required by law, and failing to distribute the proceeds from the sale as required by NRS (2013) 116.31164(3)(c) .
3. The former agents, not SCA owners, will be required to bear the entire cost of this dispute, including Claimant's legal fees and other costs, and for any other litigation related to pre-2016 foreclosures.
4. SCA Board confirms that \$2,701.04 credited to SCA on August 27, 2014, in the SCA Resident Transaction Report was accepted as payment in full for the Gordon B. Hansen account, and that SCA does not have any financial interest in the property, and neither loses nor gains financially from voiding the sale.
5. SCA Board declares, and Claimant concurs, that voiding the sale does not diminish Nationstar's rights to pursue its claims to a security interest nor does voiding the sale grant to Nationstar any beneficial interest in the Western Thrift First Deed of Trust that Nationstar cannot prove existed before the sale.
6. SCA Board declares that neither the Association nor any current or former Board member received any funds, nor otherwise benefitted in any way, from its former Agents' failure to distribute the proceeds in the manner prescribed by law.
7. SCA Board agrees to establish an Owner Oversight Committee for Debt Collection in order to prevent the cost of collections continuing to exceed the amount collected and to prevent the Association from being party to abusive collection or foreclosure practices.

**Why SCA cannot say “yes” to voiding the sale even if facts are on my side**

The purpose of this confidential memo is to provide context for mediation that I don't want to share with the attorneys because my only hope is to get RRFS to feel like it is more in their interest to void the sale than not.

My total goal in this mediation is to void the sale and unwind title back to the GBH Trust.

I hope that my formal statement of the issues, sent by separate email to all parties, will show that I have enough evidence for my claim that the sale was defective to prevail at trial. After reading all this, I think it should be hard for anyone to think that a person this attentive to detail would let the house be sold for pennies on the dollar if she had thought in a million years that was what RRFS would, or even could, do.

I also hope it convinces the SCA attorney there is benefit for his client, SCA, if he fails to require RRFS pay the litigation costs in all seven cases that were caused by RRFS' method for conducting foreclosures in 2014.

A-15-720032.	Jimijack Irrevocable Trust v. BANA, N.A. & SCACAI,
A-14-707237-C	LN Management LLC series Pine Prairie v. Deutsche Bank
A-15-711883-C	My Global Village LLC v BAC Home Servicing
A-15-724233-C	TRP Fund IV LLC v Bank of Mellon et al
A-14-702071	Citi-mortgage, Inc v. SCA, ( <i>SCA paid \$55K to settle in 2017</i> )
2:17-cv-1800-JAD-GWF	FNMA v SCACAI
2:17-cv-02161-APG-PAL	Bank of NY Mellon v. SCACAI
A-16-735894-C	TRP FUND IV v. HSBC Bank

**Why SCA is spending so much on attorneys to shut me up**

The table below shows my interaction with SCA over the past 2 ½ years since I first tried to get them to pay attention to how agents that are supposed to be fiduciaries are actually taking advantage of homeowners. My reward has been for them to try to bury me in legal fees, ruin my reputation, and kick me off the Board by deeming my position vacant declaring that the existence of this case means I could hypothetically make a profit off serving on the Board and am therefore ineligible until all appeals to the litigation are done.

It is very much in the interest of a majority of the Board to keep me from being able to compete in next year's election (5 of 7 seats are open). The trial is scheduled for May 28, 2019, and that blocks me until at least 2020.

I don't expect any of these issues to be dealt with in this mediation or for you to even click on the many live links. I just think you need to be aware how significant the disputes are between us and the incredible expense SCA "powers that be" are going to use this quiet title case to crush me and keep me out of SCA politics.

**No help from regulators**

As you can see in the table, NRED and Nevada Bar Counsel do not reliably protect the public by holding licensees to even a minimal legal standard. Administrative enforcement by NRED is so lax that they appear to be complicit with Community Association Institute (CAI), trade association for managers, attorneys and other agents, rather than acting to serve the public interest.

Their ineffectiveness enables SCA to continue their style of response to owner complaints: [DARVO](#): Deny, Attack, and Reverse Victim and Offender.

Thank you very much for your consideration and assistance.

Nona Tobin 

Dated: ~~November 5, 2017~~

	<u>What I say</u>	<u>What SCA says</u>
Mid-2016	To CAM: There are two lawsuits on my late fiancé's house, but I <a href="#">want to talk to the BOD</a> before intervening. Your agents are stealing. Sold \$400K house without notice. Kept \$60K of proceeds that belonged to me if not Nationstar.	CAM: silence BOD President: silence.
Sept. 2016	I <a href="#">request a copy of the letter about dead plants</a> at my fiancé's house or at least the form letter you use for enforcement	Get a court order
Dec. 2016	To: President, I am now a defendant in intervention. I <a href="#">want to talk to the BOD</a> . This can't be the only house they did this to.	No. <a href="#">You can't talk to the BOD</a> . Talk to the attorney
Jan. 2017	<a href="#">Rethink the debt collection process</a> . Alessi & Koenig dissolved their LLC, defaulted on \$614K bid rigging judgment, are being sued in 500 of 800 HOA foreclosures they did, filed for chapter 7 bankruptcy	No response to me or any public acknowledgement of issue.  Issued <a href="#">an RFP for a new legal counsel</a>
Feb 2017	Filed a cross-claim against SCA to void the sale for statutory noncompliance and accuse agents of conducting a non-arms-length sale	SCA did not answer the complaint. Filed two motions to dismiss because I was a pro se and for NRS 38.310
Feb 2017	I filed to be a candidate for the BOD and fought with CAM over the wording of my disclosure.	<a href="#">CAM: you can't run unless</a> you claim that this lawsuit is a conflict. <a href="#">Leach attorney letter</a> : She can run but can't say certain words in disclosure
March	To Attorney Leach/Anderson: <a href="#">let's get the SCA out of this and settle at no cost to SCA</a>	Leach attorney: ok to settlement talks  CAM: Changed attorney to Lipson/Ochoa who <a href="#">Ochoa: NO to settlement talks</a> : 1. Your claims are like Nationstar's. 2. Besides you're practicing law without a license and 3. your claims need to go to mediation
April	On <a href="#">campaign website</a> : 1) past BOD meets too much in secret; 2) GM shouldn't have been paid \$250K when Summerlin hired GM for \$150K; 3) BOD shouldn't have increased dues 10% after giving GM a \$20K bonus after FSR only gone for six months; 4) BOD needs to be transparent, 5) need better internal accounting controls, 6) stop abusive collection practices; 7) more owner oversight 8) why <a href="#">lawsuit is not a conflict</a>	Two incumbent candidates: Nona shouldn't be allowed to run for the BOD because she's suing the association. Besides her experience means nothing because she's never been on any SCA committee before. The GM is worth \$100K over market, the recruiter told us so. Nona's expertise in compensation is probably phony and we know better. We can't read her explanation about the lawsuit because it's a matter before the BOD where she could make a profit.
	I begged the BOD not to select a new attorney until the new BOD was seated because SCA overuses attorneys to the detriment of owners.	Despite the BOD <a href="#">agenda action to hire legal counsel</a> , <a href="#">Clarkson contract</a> approved to be both legal counsel and debt collector.
May	I was elected to BOD with 2001 votes and replaced incumbent Carl W.	Rex had 1770 votes and a voting block of 4 votes to prevent me from even running to be an officer.

May 25	<p>I <a href="#">requested collection files</a> as something might need be turned over to the bankruptcy court because A &amp; K was claiming all the client trust funds were gone.</p> <p>I signed the over-broad <a href="#">recusal letter</a> to stay out of collections matters.</p>	<p>I was not given the Board book or anything related to the Alessi collection files. I was ordered out of my first executive session, so they could discuss how to handle my conflict due to this case.</p> <p>There was unanimous vote to require me to recuse myself from all SCA collection matters regardless of whether they were totally unrelated to my case.</p>
May 25	<p>My new attorney represented me in court while I was at the SCA executive session and withdrew my motion to void the sale and accepted that all claims were to be dismissed except quiet title per NRS 38.310 <a href="#">Link to court minutes</a></p>	<p>Ochoa was to write up the order of this hearing, but did not file it until 9/20/17, one month after they kicked me off the BOD on the pretext that this quiet title litigation disqualifies me to serve on the BOD.</p>
June	<p>I made multiple proposals to the BOD to form owner oversight committees for personnel/compensation, debt collection, investments, communications</p> <p>I began researching market studies of HOA executive compensation</p>	<p>All died without a second or were unanimously voted down.</p> <p>Rex told me I was not authorized to study the GM's comp, that it had been a decision of a prior BOD, and he would not allow me to see the records of a prior BOD's analysis.</p>
July	<p>Petitions were being circulated for a vote of no confidence in the GM &amp; to recall the four incumbents who had been on the BOD when the GM was hired at such a ridiculous pay level. As the liaison to the Election Committee, I told the GM that she, the CAM, the attorney and the BOD Pres should stop interfering with the recall process.</p>	<p>The GM ignored me.</p>
	<p>I <a href="#">requested records</a> that as a Director I had an absolute right to see.</p> <p>I filed a form 781 complaint with NRED about their concealing and withholding documents.</p>	<p><a href="#">Clarkson prohibited me from seeing any SCA records unless he approved</a> it despite this being a direct violation of SCA bylaws 6.4.</p> <p>Clarkson sent me an "attorney-client" <a href="#">cease &amp; desist letter</a> threatening me if I kept asking for records that I could use to make a profit on from this case approved at a secret meeting of the other six directors.</p>
	<p>I filed a <a href="#">request for independent oversight</a> of the recall petition and election process to the Ombudsman.</p>	<p>The Ombudsman said he couldn't do anything unless I filed an intervention affidavit.</p>
August	<p>I told the election committee that they needed to not let management, or the attorney interfere with the recall election</p>	<p>An anti-recall advocate told the Election Committee that I had released confidential Board info and got them to vote to have me removed as liaison because I MIGHT release something confidential of theirs.</p>
8/10	<p>I served a <a href="#">notice of intent</a> on the BOD, the GM, the CAM to file an intervention affidavit (IA) for harassment and retaliation.</p>	<p>Refused to let me, a director, put it in the BOD packet, even in <a href="#">two-page summary</a>, despite NRS 116.31187.</p> <p>Clarkson called it a "demand letter for money damages" and combined with the case cause to remove me from the BOD.</p>
8/11	<p>I served a notice of intent on the GM, the CAM to file a <a href="#">form 514A</a> for working without a management agreement, concealing records, and generally jerking me around</p>	<p>No answer.</p>
8/16	<p>I served on <a href="#">Clarkson a notice of intent to file</a> a complaint against him to the disciplinary panel of the bar.</p>	<p>No answer.</p>

8/11	I told the Election Committee to protect the integrity of the recall election process	Clarkson sent me a <a href="#">second cease &amp; desist letter</a> based on my having criticized the GM in my confidential email to the Election Committee about election interference.
8/12	I demanded to know who authorized Clarkson to write me another cease & desist letter	No answer
8/12	After I heard that the recall petitions had been submitted, I demanded to know why there had been no official notice to the BOD and why I, as the Election Committee liaison, was particularly excluded	No answer from management, only got one from Rex, a subject of one of the petitions, who said NRS didn't require there to be any notice to the directors who were not being recalled
8/16	I tried to put my concerns on the BOD agenda for 8/24, but it was a fight	Agenda of my item was deliberately insulting and called me "unit owner" not "director". The agenda included kicking me off as the liaison to the election committee.
8/22/17		Clarkson sent me four near identical <a href="#">letters denying access to records</a> note the bolded text related to this case. <i>"Where a Director requests to review Association records including tax records, the Director must do so in good faith and in pursuit of the best interest of the Association. The totality of your actions that have occurred since you were elected to the Board do not evidence a good faith desire or that your requests for records are in pursuit of the best interest of the Association. Rather, your actions evidence your desire to: 1) do whatever is necessary to prove your personal theories regardless of the liabilities you may subject the Association to pursuant to your position as a Board Member; 2) unilaterally control the Board by imposing your will upon the remaining Board Members in complete disregard of the opinions and decisions made by the Board; 3) supplant any and all professional advice received by the Association with your own professed expert opinion; and 4) to pursue your continuously made and frivolous allegations of corruption and fraud, upon which no basis has been found, and upon which you seek to establish in the litigation against the Association in which you maintain an an interest.</i>
8/24 AM	Executive session which I thought was to be about my complaints, but which turned out to be their ruse since they had already decided to respond to my complaints by kicking me off the BOD.	GM and attorney were not required to leave the room. Other directors were outraged that I was complaining and would not discuss the merits of my complaints. I was told to leave the meeting about 10:30 so they could discuss with <i>their</i> attorney how to respond to my complaints.
8/24 1:20 PM	I walked into the BOD room for the open meeting with prepared remarks to try to be as gracious as possible about being removed from the Election Committee (I didn't know at the time that it was because of the false accusation of divulging confidential info).	In front of 100+ people the V-P handed me a <a href="#">Clarkson letter removing me from the BOD</a> , effective immediately, SCA's only response to my NOIs aka "demand letters".  Clarkson would not explain to the crowd why, but they <a href="#">published on 8/29</a> that it was because I had put matters before the BOD from which I could make a profit and so they deemed by position vacant by operation of law.

		At the meeting Clarkson removed the Election Committee from their chartered duties over the recall election without any formal action by the BOD , hired a CPA to send out ballot that many people threw away as junk mail, at an unbudgeted cost of nearly \$100K.
9/2/	I asked a friend to mail the complaint against Clarkson to the Nevada Bar for me since I was leaving for a planned vacation in Hawaii. In the packet were also three NRED IAs for 1) harassment & retaliation, 2) recall election interference, and 3) unlawfully removing me from the BOD	In less than five working days, the NV Bar <a href="#">rejected the complaint</a> - no clear and convincing evidence.
9/2	I gave the three IAs and the Form 514A along with a binder of several hundred pages of documentation to be hand-delivered to NRED (the person delivering it was a former member of the CIC commission.	NRED would not accept the IAs because they were signed as declarations per NRS and not 53.045 under penalty of perjury and were not notarized, but then after I submitted <a href="#">notarized IAs</a> , they were acknowledged by email, but never gave me an official notice or even the case number
Sept	I <a href="#">complained to NRED</a> because SCA never responded to my demands for documents,	Clarkson supplied a binder of nonresponsive materials
Sept 2017	Early case conference call	<a href="#">Ochoa finally filed the order</a> from the 5/25/17 hearing to dismiss my claims per NRS 38.310
October 2017	I provided more <a href="#">documentation to NRED</a> about the unlawful nature of removing me from the BOD on	Noted and filed
January 2018	Filed another <a href="#">affidavit to NRED</a> because Clarkson refused to allow me to get a copy of the employee salary table for 2018	Clarkson revised the Election manual to say that even disclosing litigation was insufficient. It was disqualifying for the Board.
February 2018	I applied for the BOD and <a href="#">appealed when rejected</a> by Rex.	Clarkson wrote me another letter and the Election Committee treated me like I was a monster for daring to come to a meeting.
April 2018	Joint Case conference meeting	4/20/18 Ochoa finally files an answer my 2/1/17 cross claim with only blanket denials.
May	Initial disclosure for discovery	Ochoa only puts one thing on his privileges log my late fiancé's death certificate
June	I met with the NRED Chief Compliance Officer and asked him why they have never answered my complaints or even told me the case numbers	No answer to <a href="#">my follow-up email</a>
August	After receiving NRED's highly unsatisfactory response, I quit writing my blog, <a href="#">SCAstrong.com</a> , stopped going to BOD meetings, and filed a claim for mediation in this case ADR 19-27.	NRED, conflated all my complaints, but one (unspecified) into <a href="#">one perfunctory dismissal</a> which misunderstood the facts, misapplied the law, and blocked serious issues like election interference and tampering with the composition of an HOA BOD, from being heard by the CIC commission.
October 25	I have received no notice from NRED about what the one issue was that was not included in their otherwise-blanket dismissal of my complaints.	It was announced at the BOD meeting that NRED had <a href="#">dismissed my one open complaint</a> and that it was awful how they had to spend \$25,000 to attorney's to answer my frivolous complaints this year.