

**STATE OF NEVADA**  
**OFFICE OF THE ATTORNEY GENERAL**

100 N. CARSON ST., CARSON CITY, NV 89701 – TEL# 775-684-1100 – FAX# 775-684-1108  
555 E. WASHINGTON AVE., STE 3900, LAS VEGAS, NV 89101 – TEL# 702-486-3420 – FAX# 702-486-3768



**COMPLAINT FORM**

*The information you provide on this form may be used to help us investigate violations of state laws. **Please be sure to complete all required fields.** The length of this process can vary depending on the circumstances and information you provide. The Attorney General's office may contact you if additional information is needed. Supplemental materials can be attached to Section 6 of this complaint form, and if additional supplemental materials are acquired after submitting this form, please email them to [AGCOMPLAINT@ag.nv.gov](mailto:AGCOMPLAINT@ag.nv.gov) with COMPLAINT in the subject line.*

**\*\*\*ONLY COMPLAINTS THAT ARE SIGNED WILL BE PROCESSED\*\*\***

HAVE YOU PREVIOUSLY FILED A COMPLAINT WITH OUR OFFICE?  YES  NO

If so, what are the approximate dates of previously filed complaint(s)? N/A

**SECTION 1: COMPLAINANT INFORMATION**

LAST NAME: TOBIN		FIRST NAME: NONA		M.I. NMI	
ORGANIZATION: 1948					
ADDRESS: 2664 OLIVIA HEIGHTS AVE		CITY: HENDERSON	STATE: NV	ZIP: 89052	
PHONE/MOBILE: 7024652199			EMAIL: nonatobin@gmail.com		
AGE GROUP	<input type="checkbox"/> UNDER 21	<input type="checkbox"/> 21-39	<input type="checkbox"/> 40-65	<input type="checkbox"/> OVER 65	
PRIMARY LANGUAGE: English					

**SECTION 2: TYPE OF COMPLAINT**

<input type="checkbox"/> GENERAL INVESTIGATIONS	<input type="checkbox"/> MISSING CHILDREN	<input type="checkbox"/> TICKET SALES
<input type="checkbox"/> HIGH TECH CRIME	<input checked="" type="checkbox"/> MORTGAGE FRAUD	<input type="checkbox"/> WORKERS COMP FRAUD
<input type="checkbox"/> INSURANCE FRAUD	<input type="checkbox"/> OPEN MEETING LAW	<input type="checkbox"/> OTHER
<input type="checkbox"/> MEDICAID FRAUD	<input type="checkbox"/> PUBLIC INTEGRITY	<input type="checkbox"/>

SECTION 3: MY COMPLAINT IS AGAINST

<input checked="" type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> BUSINESS / GOVERNMENT AGENCY / REPRESENTATIVE	
NAME OF PERSON / BUSINESS / AGENCY: Nationstar Mortgage LLC, represented by Melanie Morgan/Ariel Stern, Ackerman LLP			
ADDRESS: 1635 Village Center Circle, suite 200		CITY: Las Vegas	STATE: NV 89134
TELEPHONE NUMBER: 702-634-5000		EMAIL: melanie.morgan@akerman.com	
WEBSITE: UNK			
DATE ALLEGED VIOLATION OCCURRED: 4/4/12 to the present			
WAS A CONTRACT SIGNED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
HAVE YOU CONTACTED ANOTHER AGENCY FOR ASSISTANCE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF SO, WHICH AGENCY: Clark Co. District Attorney received only an email.			
HAVE YOU CONTACTED AN ATTORNEY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF SO, PROVIDE ATTORNEY'S CONTACT INFORMATION: Joe Coppedge, Mushkin, Cica, Coppedge, 702-386-3999, Joe@Mushlaw.com			
IS COURT ACTION PENDING? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
DID YOU MAKE ANY PAYMENTS TO THE INDIVIDUAL OR BUSINESS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
HOW MUCH WERE YOU ASKED TO PAY? \$450,107 on 12/1/13 when NS began as servicer		HOW MUCH DID YOU ACTUALLY PAY? -0-	
DATE OF PAYMENT: N/A		PAYMENT METHOD: Other	

Continue to Section 4 to describe complaint.

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#### SECTION 4: DESCRIBE YOUR COMPLAINT:

➤ *(to add attachments, see Section 5)*

The civil action is A-15-720032-C. Three parties are competing for quiet title following a disputed 8/15/14 HOA foreclosure sale. I became the Trustee of 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 lying to the court in its claims to own the beneficial interest of the Western Thrift & Loan deed of trust executed by Gordon Hansen on 7/15/04, and they are trying to get quiet title through this HOA foreclosure action by claiming I don't have standing to introduce evidence of Nationstar's fraud unless the court first invalidates the HOA sale. This is an underhanded legal trick. If I don't have standing until I prove the HOA sale was statutorily-noncompliant, then Nationstar does not have standing because its claims to own the underlying note are provably false.

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

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

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

In my view, were Nationstar's fraud to succeed, Nationstar has caused me damages equal to the current value of the property, 2763 White Sage, (APN 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 Nstionstar 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

*EMAIL [AGCOMPLAINT@ag.nv.gov](mailto:AGCOMPLAINT@ag.nv.gov) to submit any additional information*

## SECTION 5: EVIDENCE

List and attach photocopies of any relevant documents, agreements, correspondence or receipts that support your complaint. Copy both sides of any canceled checks that pertain to this complaint.



## SECTION 6: WITNESSES

List any other known witnesses or victims. Please provide names, addresses, phone numbers, email address and website information.

N/A

## SECTION 7: SIGN AND DATE THIS FORM

(The Attorney General's Office will not process any unsigned, incomplete or illegible complaint forms)

I understand that the Attorney General is **not my private attorney**, but rather represents the public by enforcing laws prohibiting fraudulent, deceptive or unfair business practices. I understand that the Attorney General does **not** represent private citizens seeking refunds or other legal remedies. I am filing this complaint to notify the Attorney General's Office of the activities of a particular business or individual. I understand that the information contained in this complaint may be used to establish violations of Nevada law in both private and public enforcement actions. In order to resolve your complaint, we may send a copy of this form to the person or firm about whom you are complaining. I authorize the Attorney General's Office to send my complaint and supporting documents to the individual or business identified in this complaint. I also understand that the Attorney General may need to refer my complaint to a more appropriate agency.

I certify under penalty of perjury that the information provided on this form is true and correct to the best of my knowledge.

**\*\*\*\*ONLY COMPLAINTS THAT ARE SIGNED WILL BE PROCESSED\*\*\*\***

SIGNATURE: *Nona Tobin*  
Nona Tobin (Mar 14, 2019)

PRINTNAME: Nona Tobin

DATE: Mar 14, 2019

Facebook: [/NVAttorneyGeneral](#) Twitter: [@NevadaAG](#) YouTube: [NevadaAG](#)

➤ SECTION 8: OPTIONAL INFORMATION

➤ GENDER

MALE	FEMALE <input checked="" type="checkbox"/>	OTHER
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➤ ETHNICITY

WHITE/CAUCASIAN	<input checked="" type="checkbox"/>	BLACK/AFRICAN AMERICAN	<input type="checkbox"/>	HISPANIC LATINO	<input type="checkbox"/>
NATIVE AMERICAN/ALASKAN NATIVE	<input type="checkbox"/>	ASIAN/PACIFIC ISLANDER	<input type="checkbox"/>	OTHER:	

➤ HOW DID YOU HEAR ABOUT OUR COMPLAINT FORM (CHOOSE ONE):

CALLED/VISITED CARSON CITY OFFICE	<input type="radio"/>	SEARCH ENGINE	<input type="radio"/>
CALLED/VISITED LAS VEGAS OFFICE	<input type="radio"/>	ATTORNEY GENERAL WEBSITE	<input checked="" type="radio"/>
CALLED/VISITED RENO OFFICE	<input type="radio"/>	ATTORNEY GENERAL SOCIAL MEDIA SITE	<input type="radio"/>
ATTENDED AG PRESENTATION	<input type="radio"/>	MEDIA/NEWSPAPER/RADIO/TV	<input type="radio"/>
NV AGENCY OFFICIAL/ELECTED OFFICIAL	<input type="radio"/>	OTHER <b>response from AGInfo@ag.nv.gov</b>	

➤ MARK ALL THAT APPLY:

INCOME BELOW FEDERAL POVERTY GUIDELINE	<input type="checkbox"/>	MILITARY SERVICEMEMBER	<input type="checkbox"/>
DISASTER VICTIM	<input type="checkbox"/>	VETERAN	<input type="checkbox"/>
PERSON WITH DISABILITY	<input type="checkbox"/>	IMMEDIATE FAMILY OF SERVICEMEMBER/VETERAN	<input type="checkbox"/>
MEDICAID RECIPIENT	<input type="checkbox"/>	OTHER: <b>70 years old</b>	<input checked="" type="checkbox"/>

*EMAIL [AGCOMPLAINT@ag.nv.gov](mailto:AGCOMPLAINT@ag.nv.gov) to submit any additional information*

Facebook: [/NVAttorneyGeneral](#) Twitter: [@NevadaAG](#) YouTube: [NevadaAG](#)

ADDITIONAL COMMENTS: *What are you hoping the Attorney General's office can do for you?*

Review the complaint immediately.

Have an investigator attend the 3/26/19 hearing, dept. 31 at 9:30 AM

introduce him or herself to the Nationstar attorney present.

Make an appointment with that attorney to review the evidence against Nationstar

that I have attached or that I will provide today to AGComplaint@ag.nv.gov.

Get the answers to the interrogatories and requests for documents that Nationstar's attorneys have withheld.

(RFDs, ROGGs and responses will be provided by email since I can't figure out how to add more attachments to this online form.)

Contact BHHS and compel them to provide the entries into the Equator system that were not provided, but for which a subpoena was issued.

(These entries show that Nationstar blocked multiple legitimate arms-length sales and refused to name the beneficiary (investor) that refused to approve the sales)

Make an investigative report prior to May 1 (so as not to delay the scheduled May 28 trial date) that includes the determination of whether Nationstar's claims to own the DOT can be proven and whether the false affidavits recorded to claim ownership of the \$389,000 note rose to the level of criminality.

Once the investigation of this case is concluded and it can serve as an investigative model, review the evidence (that I can provide the investigator in person at a later date) of the sample of other HOA foreclosures to determine:

Is there sufficient cause to pursue further investigation into how these HOA foreclosures occurred?

Were properties targeted primarily when there was deception over the ownership of the security interest? When the owner (debtor) died?

*EMAIL [AGCOMPLAINT@ag.nv.gov](mailto:AGCOMPLAINT@ag.nv.gov) to submit any additional information*



Nona Tobin &lt;nonatobin@gmail.com&gt;

## Fwd: We can learn a lot from this Spanish trail HOA case

1 message

Nona Tobin &lt;nonatobin@gmail.com&gt;

Thu, Mar 14, 2019 at 12:37 AM

To: Kathy Matson <kdmatson2@mac.com>, darcy.spears@ktnv.com, "Bauman, Kean" <kean.bauman@ktnv.com>, DAInfo@clarkcountyda.com, AGINFO@ag.nv.gov, info@pvtgov.org, Dan Roberts <dan@thevegasvoice.net>, Joe Coppedge <joe@mushlaw.com>, vjoecks@reviewjournal.com, jgerman@reviewjournal.com, ahassan@reviewjournal.com, bjoseph@reviewjournal.com, akane@reviewjournal.com, Anthem Today <Rana@thevegasvoice.net>, "Butterworth, Todd" <Todd.Butterworth@sen.state.nv.us>, Keith.Pickard@sen.state.nv.us, Melissa.Hardy@asm.state.nv.us, shea.backus@asm.state.nv.us, Joyce.Woodhouse@sen.state.nv.us, Glen.Leavitt@asm.state.nv.us, Teresa.BenitezThompson@asm.state.nv.us, Terry Wheaton <twheaton@red.nv.gov>, TERALYN THOMPSON <TLTHOMPSON@red.nv.gov>, Brittany.Miller@asm.state.nv.us, "Ryan, Andrew" <andrew.ryan@asm.state.nv.us>, Nellie\_Moran@cortezmasto.senate.gov

Bcc:

I am requesting your help to get some investigative assistance, and meaningful access to Nevada's formal complaint procedures, to address this problem of HOA debt collectors and banks ripping us all off.

Specifically, the two issues I am raising I also raised in a letter to the R-J "[HOAs, foreclosures, and property rights](#)" published on 9/18/16.

1. HOA debt collectors use abusive debt collection practices to foreclose for trivial delinquent assessments, and then unlawfully retain the proceeds of the sales.
2. Banks lie to the court in HOA foreclosure litigation for quiet title so they can foreclose on deeds of trust/mortgages that they don't actually own

### **Can you assist in ensuring that these possibly criminal complaints are addressed by the proper enforcement authorities?**

The NV Real Estate Division and CICC Ombudsman should ensure that HOA foreclosures are compliant with state law, but they have failed. Enforcement officials have been cowed, co-opted, or corrupted into being completely ineffective at any enforcement of NRS116, NRS116A, or NAC116, or NAC 116A.

Link to outline of the corruption "[HOA debt collectors wield an unlawful level of power](#)"

### **This systemic problem can't be effectively incorporated in my individual civil action, but must be addressed statewide.**

This email describes a pattern of unjust enrichment and fraudulent concealment that (I have been told) cannot be addressed in the quiet title litigation I have over my late fiance's house (also described herein) because my case is not a class action.

### **This fraud is larger than last big HOA corruption case where more than 40 were indicted and four died suspiciously.**

This problem involves so much more money than the last [HOA corruption scam](#) by Benzar and Nancy Quon manipulating HOA board elections and channeling construction defect cases to themselves that it should not be ignored by authorities.

### **I need to know how to get the appropriate enforcement agency staff to talk to me personally and to prioritize reviewing the investigative research already done.**

The scale of this fraud is astounding, but it is so big because it is one way banks are trying to dodge accountability for creating worthless securities that exist in the aftermath of the 2008 collapse of the mortgage securities market.

TOBIN. 1291

EX PARTE 134 STRICKEN

**A lingering consequence of the market crash**

Taxpayers bailed out the banks after the crash. The TARP program made banks virtually whole despite their misdeeds. None of the investment banker perpetrators went to jail for bringing down the world economy.

**A new twist**

The specific situation here is a new twist on the mortgage servicing fraud, robo-signing problem that led to Nevada's [2011 anti-foreclosure fraud law AB 284](#) and the [2012 National Mortgage Settlement](#). Here, the unindicted co-conspirators that destroyed the entire housing market a decade ago are trying to cut their losses by getting title to HOA-foreclosed houses even though they don't actually own the mortgages.

**A bank pretends a debt is owed to it. Actually, the debtor's IOU is to a different bank, perhaps now defunct, and there is no paper trail to the bank making the false claims.**

It is very common for houses foreclosed by HOAs - in Nevada and nationwide - to have mortgages/deeds of trust that were securitized out of existence - broken up into synthetic derivatives, collateral debt swaps and tranching instruments, so esoteric and exotic that the ownership of the note is nearly impossible to accurately ascertain.

**Any unscrupulous bank can step into the void and anoint itself the owner of a debt that belongs to someone else or belongs to no one. And step in, they do!****Banks' attorneys' legal sleight of hand - razzle, dazzle 'em!**

The banks, and their extremely high paid and competent, albeit ethically-challenged attorneys, have figured out one way to foreclose when they had no legal right to do so and have no legal way of proving who owns the mortgage. Getting quiet title after an HOA foreclosure is one way they pull this magic trick off.

**Banks reat owner protections as optional, not mandatory**

They (meaning either the banks or the banks' attorneys on their own initiative, hard to say given all the smoke and mirrors) record false affidavits against the title (banned by AB284 in 2011) claiming that the owner of the home owes it a debt. Further, the bank's Constitutional protections are abridged if the bank loses the owner's home as security for a debt owed to someone, but the owner's property rights and protections against seizure without due process can be abridged with impunity.

**Silence means compliance - or acquiescence**

Then, probably no one challenges the banks' claim (the owner that lost the house for a trivial debt is usually either dead or devastated by debt).

The bank then is free to sue the purchaser at the HOA for quiet title. The bank blithely lies to the court, claiming falsely that it holds the debtor's IOU, i.e., the original note where the debtor promised to pay back the mortgage to the originating lender.

**Rabbit out of the hat**

The court will probably buy the bank's story because the documents produced seem very official and incomprehensible.

Brilliant, unscrupulous bank! The fraud is not obvious to the naked eye. A [forensic examination](#) is needed to discern it. Further, nobody is around to contradict the bank that's pretending to be owed a debt. The bank can then foreclose on the property with impunity without ever having to prove that the debt was ever really owed to it.

**Meanwhile...nobody knows what escheat means**

The HOA debt collectors are rewarded by nobody noticing that they unlawfully keep nearly all of many HOA sale proceeds for years.

No worries.

The bank can't make a claim for the proceeds if the HOA sale extinguishes the security instrument.

And, it's really easy for the debt collector block owners who attempt to make a claim for a portion of the proceeds -- as has been amply demonstrated both in my case and in the Spanish Trail case in the forwarded email below.

**The scam works for HOA foreclosures between 2011-2015 before the 2015 law changes.****Who wins when an HOA forecloses on a minuscule debt - speculators, debt collectors, and fraudulent banks and attorneys**

Speculators-in-the-know have bought almost all of Nevada's HOA foreclosures. These clever guys have gotten huge windfalls by buying HOA liens for pennies on the dollar virtually without competition from bona fide, arms-length purchasers. The vulture investor rents the properties they got free and clear for years while the wrongful foreclosure is litigated.

**Why doesn't the HOA get the profits? Or the HOA membership at large?**

TOBIN. 1292

EX PARTE 135 STRICKEN



Note: the HOA debt collectors unlawfully get approval for these sales from the HOA Boards in secret meetings so the HOA homeowners can't buy houses in their own HOA by paying a few bucks to cover delinquent dues. These great deals are reserved for speculators. All SCA foreclosures have gone to parties who own multiple HOA foreclosures from two to over 600 house. For example, two Sun City Anthem properties sold in 2014 for under \$8,000, and 11 of 12 SCA foreclosures that year sold for under \$100,000. I estimate this averages at less than one-third market value.

### **Due process for the owner takes a back seat to the HOA debt collectors drive to high-profit foreclosure.**

Real estate speculators bought HOA liens for delinquent assessments in the thousands after the market crash when the banks wouldn't protect the properties from deterioration causing whole neighborhoods to be blighted. These cognoscenti bought often, sometimes in bulk, [either directly from the HOA debt collector](#) or at some poorly noticed "public" foreclosure sale.

Link to one [2012 speculator's description of how he did it](#).

Link to [UNLV Lied Institute for Real Estate 2017 study](#) , commissioned by Nevada Association of Realtors, documenting 611 HOA foreclosures and the super-priority lien, that shows a cost to the Nevada real estate market exceeding over \$1 billion between 2011-2015.

### **Failure to distribute the proceeds of MANY HOA foreclosures is big bucks for a few financially-conflicted/ethically challenged HOA debt collectors.**

HOA debt collectors win by putting virtually ALL the proceeds of the sales in their attorney trust funds (except the actual delinquent assessments plus interest and late fees (chump change) that go to the HOA.

### **In my case, RRFS kept \$57,282 in "excess" proceeds and paid the HOA \$2,701.04 as payment in full. What a deal!**

Seems like a disproportionate sanction to me, but probably it's in the bottom quartile of all the David Copperfield RRFS has conjured up to rip off HOA homeowners further after stealing their houses.

### **See forwarded email of RRFS holding \$1.1 million on one HOA sale. I think the HOA got less than 1% of that windfall.**

In this Spanish Trails case RRFS has been holding a whopping \$1.1 million+ since 2014. One question is "Will the 90-year-old former owner get a fair shake in court to claim those proceeds or will the debt collectors and the banks (and maybe the judge) postpone until the bank wins by default?"

### **What the law says the forecloser has to do with the sale proceeds**

NRS 116.31164(3)(c) (2013) requires that the funds be distributed in a certain order - to pay reasonable foreclosure costs, pay the HOA delinquent assessments, then pay off liens, last, pay the owner. The owner only gets something if the sale extinguished the mortgage.

The debt collector's attorney is not supposed to retain indefinitely the "excess" proceeds. The attorney is supposed to file a complaint in district court called interpleader and SHALL distribute the funds in the manner defined by NRS, but they just pretended to do it.

### **What happens in real life is the debt collectors just keep the money because they haven't gotten caught.**

It's almost a state-sanctioned form of embezzlement.

This windfall is potentially in the tens of millions, and there is a pretty small crew of individuals that do this - HOA debt collectors with NRS 649 licenses and attorneys who don't need a license and so are even less regulated.

**If there is no litigation, no one makes a claim for the proceeds.** There is no accounting of the sale proceeds by the HOA. In fact, the HOA has no record even that a property was foreclosed using the HOA's power of sale or how much the house was sold for or any accounting. The attorneys and debt collectors tell the HOA -WRONGLY - that it is not the HOA's money so they effectively block any independent accounting of the proceeds.

I haven't found any interpleader filed for the court to distribute the proceeds of any of the [Sun City Anthem foreclosures](#) conducted in SCA's name by any of SCA debt collectors, but it's hard to be sure since they withhold, conceal or misrepresent any records they do have.

**If there is litigation, like in this Spanish Trail case, it goes on for years**, and 99% of the time the homeowner who lost the house is not in the case. The court fight is usually just between the bank and the buyer at the sale. The attorneys try to keep the HOA out of it except for the HOA homeowners to pay the litigation costs.

### **A stunning example of why attorney trust funds can't be trusted**

Chapter 7 as an easy way to fraudulently abscond with all the proceeds from many HOA sales held indefinitely in attorney trust funds

The proceeds of these sales can just disappear in a morass of sham LLCs that Nevada is so good at producing while so poor at regulating.

### **SCA hired Alessi & Koenig, LLC after RRFS was fired.**

David Alessi was not licensed to practice law in Nevada but passed himself off as an licensed attorney anyway so A&K didn't have an NRS 649 debt collection license.

### **That was the least of their problems**

A&K dissolved the LLC, [hid its assets](#), filed [chapter 7 bankruptcy](#) and morphed into HOA Lawyers Group. Alessi only admitted in the bankruptcy proceedings as retaining \$2.9 million after having conducted at least 800 HOA "public" auctions out of their offices between 2011-2015, 500 of which per David Alessi's deposition, had named A&K as a party to wrongful foreclosure litigation. They had one [racketeering, bid rigging judgment](#) (Melinda Ellis) against them that they skipped on.

### **Generally, NV HOA Boards are ill-advised by financially conflicted agents who tell the BODs to do the wrong thing. SCA just pays more for it.**

Link to the [notice about this scam](#) I sent on 1/25/17 that the SCA Board ignored. My reward came when the current SCA attorney/debt collector ordered me to [recuse myself from all SCA collection matters](#) after I was elected to the Board and prohibited me from accessing any SCA records without his approval.

### **The banks are far from blameless. Do not give them a free pass.**

The banks are usually cheating as well because they are saying that they own the mortgage when they actually don't own it any more than I do.

Since it is unlawful for an HOA to foreclose after a bank had issued a notice of default (NRS 116.31162(6)), the prime pickings for HOA foreclosures were frequently ones that the bank did not foreclose on for 2-3 years of non-payment. These houses were ripe of HOA foreclosure primarily when the banks couldn't prove they owned the mortgage after Nevada passed AB 284, its anti-foreclosure fraud law in 2011. So the banks in these HOA foreclosure litigations unfairly get a second bite of the apple

### **Catch-22 so the owner always loses and the bank wins**

In my case, the homeowner died.

The HOA sold the house to a Realtor in the listing office after the bank blocked four legitimate sales of the property. The bank now claims the HOA sale was valid to get rid of my (the estate's) property rights, but that the HOA sale was not valid to extinguish the deed of trust the bank is lying about owning.

Obviously, the highest priority to fraudulent banks is to get mortgages on their books that had been securitized out of existence. The proceeds of the HOA sale are second priority.

### **Two bites of the apple**

So the banks in these HOA foreclosure litigations have a chance to get quiet title just by beating the speculator in court so they can foreclose without meeting the stringent stands of AB 284. Obviously it is much more worth it to those kinds of fraudulent banks to get mortgages on their books that had been securitized out of existence than to worry about the proceeds of the HOA sale.

### **Bottom line: who gets screwed? Easy --- The HOAs and the homeowners lose 100% of the time.**

The HOAs get nothing from a sale but the few assessment dollars they certainly could have gotten easier if they had taken title by deed in lieu or had offered the property up to their own HOA owners.

### **How can it be good business judgment to pay collection costs that are orders of magnitude larger than the minuscule debts collected?**

Instead of the HOA (or some of its owners) getting the windfall of a house with no mortgage, the homeowners get a big, fat legal bill to pay for the fight between the HOA sale purchaser and the bank for wrongful foreclosure. In SCA's dozen 2014 foreclosures owners have paid, several hundred thousand bucks in attorney fees, settlements, insurance deductibles, and other costs have accrued to collect because SCA has totally abdicated to the debt collectors and .

### **How the scam is working even now to screw me out of Bruce's house**

The homeowner, in this case, me, got screwed by losing the house at a [surprise sale](#) for a trivial delinquency, 8th amendment anyone?

### **What idiot would lose a \$400,000 house for a \$2,000 debt?**

I, for one, would easily have corrected a \$2,000 delinquency had I thought, in a million years, that the bank - the same bank, mind you, that claimed \$389,000 was owed to it -- wouldn't stop the HOA from selling the house for \$63,100 when a \$358,800 offer from a bona fide purchaser was on the table.

TOBIN. 1294

EX PARTE 137 STRICKEN

**Oh well...current status of my one little stolen house case  
There will be a hearing on March 26 on motions for summary judgment. The trial is set for May 28, 2019.**

Here is a [link to a counter-motion](#) I drafted yesterday that I am sure my attorney will choose not to file after because my draft is focused on the bank's duplicity and not exclusively on the (considerable) statutory deficiencies of the HOA sale per se.

However, it shows how the banks' attorneys are trying to use the HOA foreclosure quiet title proceeding to unfairly gain title to a property when its claim to be owed around \$400,000 is provably false.

**Abusive collection practices tip the scales against owners, especially dead owners**

In this case, the debt collector should have stopped the HOA sale when the bank tendered nine months of assessments, the super-priority, but instead, it carried on in secret meetings (of which there are no agendas and no minutes) to get the SCA Board to approve an unnecessary sale without telling me. The debt collectors unlawfully refused the banks' tender of the super-priority amount twice, and each one should have stopped the HOA sale, but the debt collector never told the Board what it did.

**Why don't more owners sue after losing their expensive house for a trivial debt?**

It's simply a low percentage game.

It has cost me over \$30,000 in attorney fees already and trial isn't until May in this four-year long case. My attorney has been very generous with reducing fees and looking at my work, but most attorneys won't represent a homeowner because the chance of recovery is so small and the banks' resources so formidable.

**Spanish Trail case - no distribution of \$1.1M yet for 90-year-old who lost his house in 2014, but who cares? He'll be dead soon anyway.**

Here's the minutes of the [February 5 hearing](#) in the Spanish Trail case that was continued to March 5. Link to the March 1 minutes of the [hearing that inexplicably occurred on March 1](#) and not March 5.

**How this tome started: Forwarded email about Spanish Trail case shows how easy it is to steal when nobody is looking.**

The email I am forwarding was my attempt to articulate the nuances of this scam to my attorney which he probably didn't read. I don't think he charges me for reading my long descriptions of the systemic deficits and scams because he is already not billing me for all the time it takes just to deal with trying to get quiet title to Bruce's house,

**Bank attorney boilerplate strategy doesn't mean their fees are less**

For the benefit of any potential investigator, the email below demonstrates the exact same legal sleight of hand used in the Spanish Trail case will be used to try to crush me later this month.

**Thank you in advance for any assistance you can provide...and for reading this far!**

**Nona Tobin  
(702) 465-2199**

*Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead*

----- Forwarded message -----

From: **Nona Tobin** <[nonatobin@gmail.com](mailto:nonatobin@gmail.com)>  
Date: Mon, Feb 25, 2019 at 9:13 AM  
Subject: We can learn a lot from this Spanish trail HOA case  
To: Joe Coppedge <[joe@mushlaw.com](mailto:joe@mushlaw.com)>

1. **Volunteer SCA Board violated their own CC&RS and sanctioned this owner by authorizing foreclosure in secret on the advice of counsel.**
2. **HOA managers/debt collectors/attorneys usurp the HOA power to foreclose for their own unjust enrichment.**
3. **Once the foreclosure is over, the attorney tells the HOA Board it's not the association's problem; it's between the buyer and the bank.**

**All proceeds of HOA sales must be accounted for by SCA, but the SCA Board has been told that once the account goes to the debt collector it's not their problem.**

**TOBIN. 1295**

**EX PARTE 138 STRICKEN**

### **Attorneys Koch & Scow have held the sale proceeds for four years in both this Spanish Trail case and 2763 without filing for interpleader**

....probably collecting the interest, not filing interpleader, and keeping what nobody notices.

This is much more money, RRFS kept \$1,168,865 in excess proceeds after the 11/10/14 sale.

It looks just like the RRFS trust fund check to the court for \$57,282 excess proceeds check from excess proceeds after the 8/15/14 sale that Koch & Scow never filed for interpleader. When I attempted to make a claim for those funds in September 2014, I was rebuffed.

### **the 2/5/19 Spanish trail hearing is about proceeds from 11/10/14 sale**

#### **The owner, not in the case, gets the proceeds if the sale extinguished the loan**

Here are the [minutes of a 2/5/19 hearing](#) where attorney Akin (not on efile list) was waiting for outcome so his 90-year-old client (former owner?) could see about the excess proceeds. Continued to 3/5/19. Will Ackerman attorney even go to interpleader or will she let the old owner have it?

### **Ackerman got Spanish trail sale to be valid, but sale did not extinguish loan**

#### [Order granting MSJ to the bank 12/5/18](#)

But the court finds that the HOA could only foreclose on the sub-priority portion of the lien

This is what Ackerman is trying to do in the 2763 case, only representing a different bank.

### **Ackerman may be a front for bank fraud like attorneys for the mob**

Ackerman got quiet title for Thornberg, the bank who I suspect is fraudulent and claims to have gotten the beneficial ownership from MERS. This is like 2763 DOT. I say this because in 10/1/11, Nevada legislature passed AB 284 which made it a felony for banks to use robo-signers to execute notarized false assignments of mortgages. In this case, the owner defaulted in 2011 on the DOT and the HOA filed a NODES in late-2011, why didn't the bank foreclose for over three years until the HOA sold it in late-2014?

#### [Bank MSJ: Foreclosure only sub-priority piece is valid](#)

The Ackerman MSJ is what they will be arguing about 2763. Bank made super-priority tender. It was refused. Sale did not extinguish the loan because HOA only foreclosed on sub-priority portion. Argues that it doesn't matter if Saticoy is a bona fide purchaser. Shadow Wood applies as sale was commercially unreasonable and unfair.

### **Banks were the proximate cause of the delinquency by blocking sales and refusing title by deed in lieu**

The fact that both banks tendered the super-priority amount is supported by the RRFS/SCA disclosures, and it is a strong reason well briefed by Ackerman for protecting the DOT, so we have to show that because BANA and Nationstar were provably engaged in mortgage fraud, they were complicit in preventing the estate from paying the assessments by BANA's refusing to close two escrows out of which the HUD-1s show the assessments would have been paid, and by Nationstar's refusing to close two escrows from bona fide CASH purchasers at market value and not responding to the \$375,000 offer I signed on 8/1/14.

#### [HOA OPPC to bank MSJ](#)

John Leach was SCA's attorney until 2017 when Clarkson took over. His OPPC shows the same attitude SCA has showed to me.

- The HOA doesn't belong in the case.
- RRFS did everything right
- The fight is rightly just between the bank and purchaser in possession
- The owner is just a loser, not the HOA's problem

### **The SCA Board violated its duty to the homeowners by abdicating to self-serving agents**

Here's where our case has to differentiate itself. We have to hold the HOA Board accountable for letting the debt collector/manager/attorney use the HOA power to foreclose to screw the HOA and ALL the owners. Doing collections and foreclosures in secret keeps the chance of compliance low, keeps neighbors from helping a neighbor in trouble, or an out of state executor that doesn't get proper notice from knowing what to do. Not publishing that a house is going to be foreclosed to the owners prevents any owner from bidding.

The Board can't wash its hands. It's wrong for them to blindly listen only to RRFS without having to listen to the owner. FSR/RRFS set the owner up to get the property into foreclosure for way more ways to make money than just charging usurious fees.

### **Undisputed facts about how SCA Board did as they were told but it was wrong**

The volunteer Directors have been tricked by self-serving agents into doing what the agents say they HAVE TO DO.

In this case, the Board was handling collections and foreclosures such that it made money for the agents, but were actually against the law or SCA governing docs: Here is a [link to emails](#) where the former Board President told me how  
**TOBIN. 1296**

**EX PARTE 139 STRICKEN**

the Board handled foreclosures in 2014 - **all in closed BOD meetings under RRFS control.**

1. Give complete control over collections to the manager/debt collector of accounting with no checks and balances or any need to ever hear from the owner affected.
2. Keep everything strictly confidential and
3. trust that the manager and debt collector are doing it right
4. Allow the manager to report after an account was sent to collections and never check what fees were charged or what the circumstances might be, like the owner died and it was in escrow
5. assume that since the debt collector said they gave a notice and no owner ever filed an appeal, that everything is fine
6. Make all decisions in executive session without specifying the name of the party or the proposed sanction
7. Do not publish the quarterly delinquency report required by the bylaws even though that's how delinquent taxes are publicly reported
8. Adopt a fee schedule but do not give it to the homeowner who is subjected to them and don't audit anything that RRFS charges to see if it's right
9. Listen only to the debt collector and never tell the owner when decisions are being made to sanction them
10. Do not put specifically on the agenda or give the owner any requested minutes from BOD meetings in executive session where actions about the owner were decided:
  - when the debt collector said that the owner requested a waiver of \$459 and the owner was not permitted to be present why the debt collector said that the BOD could only waive assessments, late fees and interest, but could not waive the collection fees
  - when a pay plan was offered, considered or rejected
  - when it decided to post the property for sale, or
  - when the BOD was asked to postpone or cancel the sale, or
  - was told what the date of the sale was to be, or
  - was told that the foreclosure occurred · the BOD discussed the owner's delinquency and possible sanctions,
11. when the BOD was told of the possible alternatives to aggressive collections, such as a deed in lieu, wait to collect out of escrow without charging or unnecessary collection charges, small claims, accept the bank's tender of the super-priority and restart the clock on what the owner owes,
12. Adopt a policy and procedure that defines how the governing documents will be enforced providing specific due process steps, but carve out an exception for predatory collections and foreclosure, the harshest of all penalties, and do that in secret, don't tell the owner that you did it, make any appeal without litigation impossible and then treat the owner like a criminal if she tries to get the stolen house back.

### **Legal theory for the Board's authority and why it can't be delegated or agents be unsupervised.**

The Association exists to protect the owners' common good.

The Association is not the Board; it is the membership at large.

The Board has the sole power to act.

Agents can advise, not direct.

Board's fiduciary duty is act solely and exclusively for the association's, i.e., all owners' benefit.

The Board owes no duty to its agents.

The agents have no rights, only duties, to the Association, i.e., agents have fiduciary duty to protect the due process rights of the owners.

**Our case is unique** in arguing violations of due process guaranteed by [NRS 116.310313](#) and [NRS 116.31085](#), [SCA CC&Rs 7.4](#).

**This is not the way the agents act and it's not the way they have trained the Board to act, but it's the way the law and the governing documents say it is.**

1. The BOD has authority to maintain the common areas and other services funded by assessments.
2. The Board has the authority to determine the amount of the assessments needed to cover the maintenance and protection of the common areas.
3. The HOA is a mutual benefit, non-profit entity which exists solely for the purpose of maintaining the property values and quality of life in the community.
4. The directors, attorneys and managing agents are all fiduciaries by law and they must act in good faith in a manner which is solely and exclusively in the best interest of the association and use good business judgment.
5. The Board has the sole responsibility for adopting an annual budget to fund maintaining the common areas and programs and activities to support the community life.
6. [SCA bylaws 3.18a,b,e,f,g,i /3.20](#) prohibit the Board from delegating and abdicating control over any of SCA's money: budgeting, levying and collecting assessments, setting up the bank accounts where the money collected

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EX PARTE 140 STRICKEN

goes, controlling the signatories, setting up the use rules and restrictions and enforcing them

7. The Board is the sole authority on the enforcement of the governing documents.
8. While managing agents and attorneys can advise and implement, the Board alone is the decider.
9. NRS 116 and NRS 116A (for managing agents) has provisions which specifically define the authority and limits constraining the Board before it can sanction owners for alleged violations
10. See the [Table of Authorities](#).

**Nona Tobin**  
**(702) 465-2199**

*Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead*

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

12 JOEL A. STOKES and SANDRA F.  
13 STOKES, as trustee for the JIMIACK  
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 JIMIACK IRREVOCABLE TRUST,

24 Counter-defendant.

25  
26 NONA TOBIN, an Individual and Trustee of  
the GORDON B. HANSEN TRUST, Dated  
27 8/22/08,

28 Counter-claimant,

**TOBIN DRAFT  
NOT REVIEWED  
BY ATTORNEY**

**PROVIDED TO AG  
FOR COMPLAINT**

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.

14 20. NRS 116.31031, SCA CC&RS 7.4, and SCA bylaws 3.26 and 3.20/3.18 (i) are applicable  
15 whenever the SCA Board enforces the governing documents or proposes to impose a sanction  
16 against an owner for **any** alleged violation of the governing documents.

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.

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".

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.

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 **2. Notice of Violation Hearing – must be certified and provide these specific notices**

- 20 a. What rule was allegedly violated  
21 b. The alleged facts  
22 c. What the owner can do to correct the violation  
23 d. How long the owner has to correct to avoid the Board imposing the next  
24 enforcement step;  
25 e. How many days the owner gets to correct the alleged violation  
26 f. If the owner doesn't fix it, the Board must identify  
27 a. "any and all fines that may be imposed"  
28 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  
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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,  
24 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

22 69. See exhibit for [other documentation](#) that BANA did not notify Hansen's estate who the  
23 beneficiary was after the false affidavit was recorded on April 12, 2012, when it verbally  
24 "closed the file" on Tobin's Deed in Lieu offer, or when servicing, but not ownership, was  
25 transferred to Nationstar, effective December 1, 2013.  
26

27 70. Nationstar NSM0266-7 does not identify the beneficiary when Nationstar became the  
28 servicing bank, but it wrongly identifies the First Union National Bank as Trustee. (Note that

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.  
24

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  
6 b. The real BANA had recorded on September 9, 2014, that it assigned its interest, if  
7 any, to Wells Fargo effective August 21, 2014;  
8  
9 c. There was no valid substitution of named trustee John H. Anderson.  
10  
11 d. Nationstar did not have any power of attorney from BANA in its disclosures.  
12  
13 e. Nationstar disclosed in [NSM 404-406](#) an **unrecorded** rescission of the October 23,  
14 2014 assignment "as though the assignment had never been issued and recorded".

15 80. [NSM 407-408](#) would probably earn Nationstar a couple of felonies pursuant to NRS  
16 205.395 and NRS 205.372 if Nationstar attempted to rely on this to exercise the power of  
17 sale in a foreclosure. It is my opinion that Nationstar's attorneys are duplicitously  
18 attempting to get Nationstar quiet title by default in these HOA sale proceedings to evade  
19 detection that these are felonious false affidavits.

20 81. [NSM 407-408](#) is an executed, but as yet unrecorded, corporate assignment of Wells  
21 Fargo's beneficial interest in the DOT, if any, to Nationstar, effective February 25, 2019,  
22 executed by Nationstar acting without authorization as Wells Fargo's "attorney-in-fact".

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  
25 dated as of December 28, 2015, between Wells Fargo and Nationstar, under the terms of which Wells  
26 Fargo transferred servicing for certain mortgage loans (such loans, the "Loans") to Nationstar. Each  
27 of the Loans comprise a promissory note evidencing a right to payment and performance secured

28 82.  
83. The Wells Fargo limited power of attorney disclosed by Nationstar in [NSM 270-272](#) is  
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.

10 86. This omission has the effect of concealing from the court a correctly executed, notarized,  
11 and recorded reconveyance by Wells Fargo itself that would clearly demonstrates how  
12 Nationstar’s claims against title are fraudulent.

13 87. Nationstar’s duplicitous disclosures actually prove Nationstar is not the noteholder rather  
14 than it is.

15 88. [NSM 258-260](#) is a COPY of the note which is not admissible proof that Nationstar holds  
16 the ORIGINAL note. In fact, absent holding the original note, Nationstar cannot claim it owns  
17 the beneficial interest in the deed of trust any more than Tobin could claim that someone owed  
18 her money if she held a **copy** of the debtor’s I.O.U. to BANA, particularly if that note was  
19 endorsed to a third party.  
20  
21  
22

### 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.

\_\_\_\_\_



Nona Tobin &lt;nonatobin@gmail.com&gt;

## HOA debt collectors wield an unlawful level of power

1 message

Nona Tobin <nonatobin@gmail.com>  
To: Kathy Matson <kdmatson2@mac.com>

Tue, Feb 19, 2019 at 4:39 PM

Thanks for asking about the quiet title case that I've been drowning in for several years. Here is an overview. Any suggestions you have on how to inspire public attention or to get investigation and action by the Attorney General (since NRED is failing so miserably) would be greatly appreciated.

*This particular HOA foreclosure dispute is like hundreds of other Nevada and Federal court cases disputing HOA sales in some important ways.*

### *The same vultures are fighting over the profits of a house sold for pennies on the dollar*

Like other quiet title cases, the dispute over the 2014 HOA foreclosure of 2763 White Sage Drive is one battle in the war over which vulture gains windfall profits - real estate speculators, banks or HOA debt collectors – created by an HOA's seizing a home to recover a small delinquency in assessments.

#### *Like many other cases,*

- the delinquent homeowner was deceased
- the property was underwater
- the servicing bank wouldn't approve a short sale
- the HOA managing agent held the Nevada debt collector license and was financially incentivized toward predatory collection and foreclosure.
- the banks claiming an interest tendered nine months of assessments (the portion of the HOA lien that has "super-priority" over a first deed of trust) to try to stop the sale.
- the HOA debt collector unlawfully refused the banks' tender
- the debt collector unlawfully foreclosed on the total lien, including excessive collection costs claimed by the collector, that were both unauthorized and unearned.
- this house was sold to knowledgeable speculators for pennies on the dollar without notice to the owner or the lender
- the deed of trust was turned into an unsecured debt
- the owner lost all rights to the property but could still be pursued for the mortgage

#### *Like ALL other Nevada HOA foreclosure cases,*

- Sun City Anthem Community Association (SCA) did not receive any of the windfall profits from an unnoticed sale that rendered the property free and clear of all debt
- HOA homeowners have suffered a loss in property values by the Board letting debt collectors profit by usurping the HOA's power to foreclose

### *How this case is different*

TOBIN. 1315

EX PARTE 158 STRICKEN

It is unusual for a homeowner to choose to invest lots of time and money to get a foreclosed home back. It could only happen in this case because the executor of the deceased homeowner's estate is not the debtor, a deadbeat, or dead.

**Who is claiming to be the rightful owner of the foreclosed house?**

1. The speculator in possession claims he should be able to keep a \$500,000 house he got free and clear for One Dollar from some guy who got it somehow from some other guy who bought it at the HOA foreclosure sale even though his only claim to own it is a fraudulent quit claim deed that is contradicted by the HOA's record of ownership
2. The executor of the estate of the deceased homeowner who had a \$375,000 offer on the table when the HOA debt collector sold the property to a Realtor in the listing office for \$63,100 in a surprise sale that violated Nevada law and SCA governing documents' guarantee of due process
3. The bank that has engaged in provable mortgage servicing fraud in that it has recorded and notarized sworn affidavits falsely claiming that it is owed \$389,000 on a note it neither owns nor possesses.

**Who is the HOA fighting for?**

On the advice of its financially-conflicted general counsel/debt collector, SCA is fighting tooth and nail against the homeowner re-gaining title without the Board understanding that the HOA gains anything if the owner loses.

The SCA Board is spending lots of money to convince the judge that the HOA Board acted reasonably and lawfully by relying totally on the word of the debt collectors and not allowing the owner a chance to be heard.

***I've described the HOA foreclosure problem, and how this case relates, multiple times online on [SCAstrong.com](http://SCAstrong.com).***

***Here are some examples:***

- ***"The house that took over a life"***
- ***"Darcy Spears nailed it about HOA foreclosures"***
- ***"HOA collection practices cost us all more than you think"***
- ***"Paying attorneys to disappear political opponents"***

Thanks for your interest. I appreciate any assistance you can provide.

**Nona Tobin  
(702) 465-2199**

***Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead***



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9 *as Trustee of the Gordon B. Hansen Trust*

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

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

15 Plaintiff,

16 vs.

BANK OF AMERICA, N.A.

17 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.

25  
26 NONA TOBIN, an Individual and Trustee of  
the GORDON B. HANSEN TRUST, Dated  
27 8/22/08,

28 Counter-claimant,

**TOBIN DRAFT – NOT  
FILED BY COUNSEL  
OR PLACED BEFORE  
THE COURT**

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.

14 20. NRS 116.31031, SCA CC&RS 7.4, and SCA bylaws 3.26 and 3.20/3.18 (i) are applicable  
15 whenever the SCA Board enforces the governing documents or proposes to impose a sanction  
16 against an owner for **any** alleged violation of the governing documents.

18 21. These provisions delineated the notice and other due process requirements that limit the  
19 SCA Board's authority and prohibit the Board's unilateral position of sanctions without the  
20 Board following specific steps.

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".

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.

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 **2. Notice of Violation Hearing – must be certified and provide these specific notices**

- 20 a. What rule was allegedly violated  
21 b. The alleged facts  
22 c. What the owner can do to correct the violation  
23 d. How long the owner has to correct to avoid the Board imposing the next  
24 enforcement step;  
25 e. How many days the owner gets to correct the alleged violation  
26 f. If the owner doesn't fix it, the Board must identify  
27 a. "any and all fines that may be imposed"  
28 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 66. it was executed without authority as the last notice of change of ownership was given to  
11 Gordon Hansen on April 16, 2010 that [ownership transferred to Wells Fargo](#) resulting from a  
12 merger with Wachovia and the April 12, 2012 assignment failed to substitute the trustee as  
13 required.  
14

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

22 69. See exhibit for [other documentation](#) that BANA did not notify Hansen's estate who the  
23 beneficiary was after the false affidavit was recorded on April 12, 2012, when it verbally  
24 "closed the file" on Tobin's Deed in Lieu offer, or when servicing, but not ownership, was  
25 transferred to Nationstar, effective December 1, 2013.  
26

27 70. Nationstar NSM0266-7 does not identify the beneficiary when Nationstar became the  
28 servicing bank, but it wrongly identifies the First Union National Bank as Trustee. (Note that

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.

\_\_\_\_\_



# EXHIBIT 1

# EXHIBIT 1

**Resident Transaction Report**  
**SUC | Sun City Anthem Community Association**  
**Date: 01/01/2000 - 04/01/2016**

Building: 0002 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
Current Credit History Code:			CL	Effective Date: 09/30/2014				
							Beg Bal	00.00
		Charge	01/01/2006	QA	Conversion		235.00	235.00
		Pay	02/01/2006		Conversion		-235.00	00.00
		Charge	04/01/2006	QA	Billing		235.00	235.00
		Pay	04/18/2006		Batch Adjustment		-235.00	00.00
		Charge	07/01/2006	QA	Billing		235.00	235.00
		Pay	07/12/2006		Batch Adjustment		-235.00	00.00
		Charge	10/01/2006	QA	Billing		235.00	235.00
		Pay	10/26/2006		Batch Adjustment		-235.00	00.00
		Charge	01/01/2007	QA	Billing		235.00	235.00
		Pay	01/11/2007		Batch Adjustment		-235.00	00.00
		Pay	03/08/2007		Batch Adjustment		-235.00	-235.00
		Charge	04/01/2007	QA	Billing		235.00	00.00
		Pay	06/08/2007		Batch Adjustment		-235.00	-235.00
		Charge	07/01/2007	QA	Billing		235.00	00.00
		Charge	10/01/2007	SQA	Sun City Anthem Quarter		235.00	235.00
		Pay	10/11/2007		Receipt Processing	1873	-235.00	00.00
		Charge	01/01/2008	SQA	Sun City Anthem Quarter		275.00	275.00
		Pay	01/11/2008		Receipt Processing	6761	-275.00	00.00
		Charge	03/01/2008	SPA	Fence Painting		81.32	81.32
		Credit	03/01/2008	SPA	Reverse Fence Painting		-81.32	00.00
		Charge	04/01/2008	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/08/2008		Receipt Processing	3313	-275.00	00.00
		Charge	06/01/2008	RPR	Fence Painting		81.32	81.32
		Pay	06/25/2008		Receipt Processing	2044	-81.32	00.00
		Charge	07/01/2008	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	07/11/2008		Receipt Processing	6578	-275.00	00.00
		Pay	09/25/2008		Lockbox Payment	02057	-175.00	-175.00
		Charge	10/01/2008	SQA	Sun City Anthem QT Assm		175.00	00.00
		Pay	12/31/2008		Lockbox Payment	02074	-240.00	-240.00
		Charge	01/01/2009	SQA	Sun City Anthem QT Assm		240.00	00.00
		Charge	04/01/2009	SQA	Sun City Anthem QT Assm		240.00	240.00
		Pay	04/07/2009		Lockbox Payment	02090	-240.00	00.00
		Charge	07/01/2009	SQA	Sun City Anthem QT Assm		240.00	240.00
		Pay	07/13/2009		Lockbox Payment	23791	-240.00	00.00
		Pay	10/09/2009		Lockbox Payment	97004	-240.00	-240.00
		Charge	01/01/2010	SQA	Sun City Anthem QT Assm		240.00	00.00
		Pay	01/25/2010		Lockbox Payment	10803	-240.00	-240.00
		Charge	04/01/2010	SQA	Sun City Anthem QT Assm		240.00	00.00
		Charge	07/01/2010	SQA	Sun City Anthem QT Assm		240.00	240.00
		Charge	07/30/2010	LF	Late Fees		25.00	265.00
		Pay	08/16/2010		Lockbox Payment	63164	-265.00	00.00
		Pay	10/07/2010		Lockbox Payment	98965	-240.00	-240.00
		Charge	01/01/2011	SQA	Sun City Anthem QT Assm		250.00	10.00
		Pay	02/18/2011		Lockbox Payment	84899	-10.00	00.00
		Charge	04/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00

**Resident Transaction Report**  
**SUCI Sun City Anthem Community Association**  
 Date: 01/01/2000 - 04/01/2016

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Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
	Charge		04/30/2011	LF	Late Fees		25.00	275.00
	Pay		05/20/2011		Lockbox Payment	02215	-275.00	00.00
	Charge		07/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00
	Charge		07/30/2011	LF	Late Fees		25.00	275.00
	Pay		08/18/2011		Lockbox Payment	02227	-275.00	00.00
	Charge		10/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00
	Pay		10/11/2011		Lockbox Payment	52791	-240.00	10.00
	Pay		11/22/2011		Lockbox Payment	61105	-10.00	00.00
	Charge		01/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
	Charge		01/30/2012	LF	Late Fees		25.00	300.00
	Pay		02/21/2012		Lockbox Payment	00112	-300.00	00.00
	Charge		04/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay		04/26/2012		Receipt Processing	127	-275.00	00.00
	Charge		07/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
	Charge		07/31/2012	LF	Late Fees		25.00	300.00
	Charge		08/31/2012	LF	Late Fees		25.00	325.00
	Charge		09/30/2012	INT	Interest		01.21	326.21
	Charge		09/30/2012	LF	Late Fees		25.00	351.21
	Charge		10/01/2012	SQA	Sun City Anthem QT Assm		275.00	626.21
	Charge		10/31/2012	LF	Late Fees		25.00	651.21
	Pay		11/09/2012		Collection Payment Part	110612	-300.00	351.21
	Charge		11/30/2012	LF	Late Fees		25.00	376.21
	Charge		12/31/2012	INT	Interest		01.10	377.31
	Charge		12/31/2012	LF	Late Fees		25.00	402.31
	Charge		01/01/2013	SQA	Sun City Anthem QT Assm		275.00	677.31
	Charge		01/31/2013	LF	Late Fees		25.00	702.31
	Charge		03/02/2013	LF	Late Fees		25.00	727.31
	Credit		03/02/2013	LF	Sun City Anthem QT Assm		-25.00	702.31
	Charge		03/31/2013	INT	Interest		02.31	704.62
	Charge		03/31/2013	LF	Late Fees		25.00	729.62
	Charge		04/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,004.62
	Charge		04/02/2013	LF	Late Fees		25.00	1,029.62
	Credit		04/02/2013	LF	Rev 04/02/13 LF		-25.00	1,004.62
	Charge		05/01/2013	LF	Late Fees		25.00	1,029.62
	Charge		05/31/2013	LF	Late Fees		25.00	1,054.62
	Charge		06/30/2013	INT	Interest		03.52	1,058.14
	Charge		06/30/2013	LF	Late Fees		25.00	1,083.14
	Charge		07/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,358.14
	Charge		07/31/2013	LF	Late Fees		25.00	1,383.14
	Charge		08/31/2013	LF	Late Fees		25.00	1,408.14
	Charge		09/30/2013	INT	Interest		04.73	1,412.87
	Charge		09/30/2013	LF	Late Fees		25.00	1,437.87
	Charge		10/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,712.87
	Charge		10/31/2013	LF	Late Fees		25.00	1,737.87
	Charge		11/30/2013	LF	Late Fees		25.00	1,762.87
	Charge		12/31/2013	INT	interest		05.94	1,768.81

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 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
	Charge		12/31/2013	LF	Late Fees		25.00	1,793.81
	Credit		12/31/2013	LF	Reverse LF		-25.00	1,768.81
	Charge		01/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,043.81
	Charge		01/30/2014	LF	Late Fees		25.00	2,088.81
	Charge		03/30/2014	INT	Interest		07.15	2,075.96
	Charge		04/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,350.96
	Charge		04/30/2014	LF	Late Fees		25.00	2,375.96
	Charge		05/30/2014	INT	Interest		08.36	2,384.32
	Charge		06/30/2014	INT	Interest		08.36	2,392.68
	Charge		07/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,667.68
	Charge		07/30/2014	LF	Late Fees		25.00	2,692.68
	Charge		08/27/2014	INT	RRFS INT 7/14		08.36	2,701.04
	Pay		08/27/2014		Collection Payment PIF	082114	-2,701.04	00.00
	Charge		08/29/2014	FINE	Landscape Maint.		25.00	25.00
	Charge		08/30/2014	INT	Interest		09.57	34.57
	Credit		08/30/2014	INT	REV 08/14 INT		-09.57	25.00
	Charge		09/05/2014	FINE	Landscape Maint		25.00	50.00
	Charge		09/12/2014	FINE	Landscape Maint		25.00	75.00
	Charge		09/23/2014	FINE	Landscape Maint. 9.19.1		25.00	100.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	75.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	50.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	25.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	00.00
							Res Balance	00.00

**Resident Transaction Report**  
**SUCI Sun City Anthem Community Association**  
**Date: 01/01/2000 - 04/01/2016**

Building: 0002 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name Unit Address	Type	Date	Code	Charge Code Desc Bill Address	Check No	Amount	Balance
0480 02	Jimjack Irr Tr 2763 White Sage Dr Henderson, NV 89052				5 Summit Walk Trail Henderson, NV 89052			
	Current Credit History Code:		RM		Effective Date: 02/05/2016			
							Beg Bal	00.00
		Charge	09/25/2014	ASFR	Account Setup Fee Resal		225.00	225.00
		Charge	09/25/2014	FINE	8/29 - 9/23/14 FINES		100.00	325.00
		Charge	10/01/2014	SQA	Sun City Anthem QT Assm		275.00	600.00
		Pay	10/21/2014		Lockbox Payment	02235	-275.00	325.00
		Credit	11/06/2014	FINE	posted in error		-100.00	225.00
		Pay	11/24/2014		Lockbox Payment	02245	-225.00	00.00
		Charge	01/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	01/26/2015		Lockbox Payment	02260	-275.00	00.00
		Charge	04/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/20/2015		Lockbox Payment	02287	-275.00	00.00
		Charge	07/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	07/30/2015	LF	Late Fees		25.00	300.00
		Charge	09/03/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	09/22/2015		Lockbox Payment	00137	-350.00	00.00
		Charge	10/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	10/30/2015	LF	Late Fees		25.00	300.00
		Charge	12/02/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	12/10/2015		Receipt Processing	119	-350.00	00.00
		Charge	01/01/2016	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	01/30/2016	LF	Late Fees		25.00	300.00
		Pay	02/24/2016		Lockbox Payment	00172	-300.00	00.00
							Res Balance	00.00

# Anthem

SUN CITY

Sun City Anthem Community Association, Inc.

2450 Hampton Rd.

Henderson, NV 89052

Jimijack Irr Tr  
Joel Stokes Trs  
5 Summit Walk Trail  
Henderson, NV 89052

Property Address: 2763 White Sage Dr

Account #: 16962

Code	Date	Amount	Balance	Check#	Memo
Sun City Anthem Assessment	4/1/2016	275.00	275.00		Sun City Anthem Assessment
Payment	4/21/2016	-275.00	0.00	195	AAFSLB-042116.txt
Payment	5/6/2016	-275.00	-275.00	143	AAFSLB-050616.txt

Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance:	-275.00
-275.00	0.00	0.00	0.00		

Sun City Anthem Community Association, Inc. | 2450 Hampton Rd. | Henderson, NV 89052 | 702-514-5800

**Make check payable to: Sun City Anthem Community Association, Inc.**

5/9/2016

Page 1 of 1

# EXHIBIT 2

# EXHIBIT 2

47

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

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

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

On March 27, 2017 THE GRANTOR(S),

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

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

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

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

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

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

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



or any part thereof.

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

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

**(SIGNATURE PAGE FOLLOWS]**

**Grantor Signatures:**

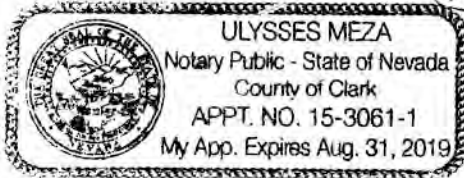
DATED: 3/27/17

Nona Tobin, Trustee

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

STATE OF NEVADA, COUNTY OF CLARK, ss:

This instrument was acknowledged before me on this 27<sup>th</sup> day of March, 2017 by Nona Tobin on behalf of Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011.



[Signature]  
Notary Public Ulysses Meza

Notary Public  
Title (and Rank)

My commission expires 08-31-2019

**STATE OF NEVADA  
DECLARATION OF VALUE**

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

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

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

3.a. Total Value/Sales Price of Property \$ \_\_\_\_\_  
 b. Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
 c. Transfer Tax Value: \$ \_\_\_\_\_  
 d. Real Property Transfer Tax Due \$ — 0 —

4. **If Exemption Claimed:**  
 a. Transfer Tax Exemption per NRS 375.090, Section 7  
 b. Explain Reason for Exemption: out of trust, close trust  
without consideration  
 5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

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

Signature Nona Tobin Capacity: Trustee  
 Signature Nona Tobin Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

**BUYER (GRANTEE) INFORMATION**

*Gordon B. Hansen (REQUIRED) by*  
 Print Name: NONA TOBIN, Trustee  
 Address: 2664 Olivia Heights  
 City: Henderson  
 State: NV Zip: 89052

(REQUIRED)  
 Print Name: NONA TOBIN  
 Address: 2664 Olivia Heights  
 City: Henderson  
 State: NV Zip: 89052

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

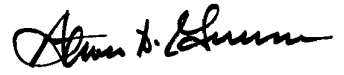
Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

# EXHIBIT 3

# EXHIBIT 3

ORIGINAL

  
CLERK OF THE COURT

1 DISI  
2 JOSEPH Y. HONG, ESQ.  
3 Nevada Bar No. 5995  
4 HONG & HONG, A PROFESSIONAL LAW CORPORATION  
5 10781 W. Twain Ave.  
6 Las Vegas, Nevada 89135  
7 Tel: (702) 870-1777  
8 Fax: (702) 870-0500  
9 Email: Yosuphonglaw@gmail.com

6 Attorney for Plaintiff/Counterdefendant

7  
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 )  
14 Plaintiff, )  
15 vs. )  
16 BANK OF AMERICA, N.A., )  
17 et al., )  
18 )  
19 Defendants. )  
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24 )  
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28 )  
And related Claims. )

CASE NO. A720032  
DEPT. NO. XXXI

DISCLAIMER OF INTEREST

PLEASE TAKE NOTICE that YUEN K. LEE and F. BONDURANT, LLC. do not hold any interest in real property commonly known as 2763 White Sage Drive, Henderson, Nevada 89052, APN 191-13-811-052 (hereinafter "Subject Property"); therefore, they disclaim any interest in the Subject Property.

DATED this 13<sup>th</sup> day of March, 2017.

  
\_\_\_\_\_  
JOSEPH Y. HONG, ESQ.  
Nevada Bar No. 5995  
10781 W. Twain Ave.  
Las Vegas, Nevada 89135  
Attorney for Yuen K. Lee and  
F. Bondurant, LLC.

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**CERTIFICATE OF ELECTRONIC SERVICE**

Pursuant to NRCP 5(a), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 13<sup>th</sup> day of March, 2017, I served a true and correct copy of the foregoing **DISCLAIMER OF INTEREST** by electronic transmission through the Eighth Judicial District Court EFP system pursuant to NEFR 9 to counsel of record, as follows:

---

**Leach Johnson Song & Gruchow**

<b>Contact</b>	<b>Email</b>
Patty Gutierrez	<a href="mailto:pgutierrez@leachjohnson.com">pgutierrez@leachjohnson.com</a>
Terri Hansen	<a href="mailto:thansen@leachjohnson.com">thansen@leachjohnson.com</a>

---

**Leach Johnson Song Gruchow**

<b>Contact</b>	<b>Email</b>
Robin Callaway	<a href="mailto:rcallaway@leachjohnson.com">rcallaway@leachjohnson.com</a>

---

**Leach Johnson Song Gruchow**

<b>Contact</b>	<b>Email</b>
Ryan Reed	<a href="mailto:rreed@leachjohnson.com">rreed@leachjohnson.com</a>
Sean Anderson	<a href="mailto:sanderson@leachjohnson.com">sanderson@leachjohnson.com</a>

---

**Lipson, Neilson, Cole, Seltzer & Garin, P.C.**

<b>Contact</b>	<b>Email</b>
Darnell Lynch	<a href="mailto:dlynch@lipsonneilson.com">dlynch@lipsonneilson.com</a>
David Ochoa	<a href="mailto:dochoa@lipsonneilson.com">dochoa@lipsonneilson.com</a>
Kaleb Anderson	<a href="mailto:kanderson@lipsonneilson.com">kanderson@lipsonneilson.com</a>
Renee Rittenhouse	<a href="mailto:rrittenhouse@lipsonneilson.com">rrittenhouse@lipsonneilson.com</a>
Susana Nutt	<a href="mailto:snutt@lipsonneilson.com">snutt@lipsonneilson.com</a>

---

**Pro Se**

<b>Contact</b>	<b>Email</b>
Nona Tobin	<a href="mailto:nonatobin@gmail.com">nonatobin@gmail.com</a>

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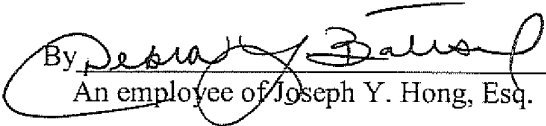
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**The Medrala Law Firm, PLLC**

Contact	Email
Jakub P Medrala	<a href="mailto:jmedrala@medralaw.com">jmedrala@medralaw.com</a>
Office	<a href="mailto:admin@medralaw.com">admin@medralaw.com</a>
Shuchi Patel	<a href="mailto:spatel@medralaw.com">spatel@medralaw.com</a>

**Wright, Finlay & Zak, LLP**

Contact	Email
Jason Craig	<a href="mailto:jcraig@wrightlegal.net">jcraig@wrightlegal.net</a>
Michael Kelley	<a href="mailto:mkelley@wrightlegal.net">mkelley@wrightlegal.net</a>
NVEfile	<a href="mailto:nvefile@wrightlegal.net">nvefile@wrightlegal.net</a>

By   
An employee of Joseph Y. Hong, Esq.





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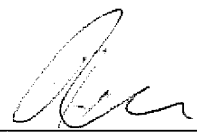
F. BONDURANT, LLC, Counter Defendant \$223.00

YUEN K. LEE, Cross Defendant \$ 30.00

**TOTAL REMITTED: \$253.00**

DATED this 13<sup>th</sup> day of March, 2017.

HONG & HONG  
A Professional Law Corporation

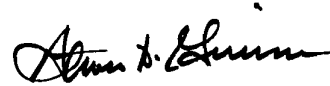


---

JOSEPH Y. HONG, ESQ.  
State Bar No. 005995  
10781 West Twain Avenue  
Las Vegas, Nevada 89135  
Attorney for Counter Defendant and  
Cross Defendant  
*F. BONDURANT, LLC and YUEN K. LEE*

# EXHIBIT 4

# EXHIBIT 4



CLERK OF THE COURT



**DISI**

**JAKUB P. MEDRALA, ESQ.**

Nevada Bar No. 12822

**THE MEDRALA LAW FIRM, PROF. LLC**

1091 S. Cimarron Road, Suite A-1

Las Vegas, Nevada 89145

(702) 475-8884

(702) 938-8625 Facsimile

jmedrala@medralaw.com

*Attorney for Thomas Lucas and*

*Opportunity Homes, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
INC.; DOES I Through X, and ROES 1  
Through 10, Inclusive,

Defendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

**DISCLAIMER OF INTEREST**

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

JIMI JACK IRREVOCABLE TRUST;  
OPPORTUNITY HOMES, LLC, a Nevada  
Limited Liability Company; F. BONDURANT,  
LLC, a Nevada Limited Liability Company;  
DOES I Through X, and ROES XI Through  
XX, Inclusive,

Counterdefendants,

NONA TOBIN, an Individual and Trustee of  
the GORDON B. HANSEN TRUST, dated  
8/22/25,

Crossclaimant,

vs.

THOMAS LUCAS, and SUN CITY ANTHEM  
COMMUNITY ASSOCIATION, INC.; DOES  
I Through X, and ROES I Through X,  
Inclusive,

Crossdefendants.

1 PLEASE TAKE NOTICE that THOMAS LUCAS and OPPORTUNITY HOMES, LLC  
2 do not hold any interest in real property commonly known as 2763 White Sage Drive,  
3 Henderson, NV 89052, APN 191-13-811-052 (“the Property”); therefore, they disclaim any  
4 interest in the Property.

5 DATED this 8th day of March, 2017.

6 Respectfully Submitted by:  
7 **The Medrala Law FIRM, Prof. LLC**

8 /s/ Jakub P. Medrala

9 JAKUB P. MEDRALA, ESQ.  
10 Nevada Bar No. 12822  
11 1091 S. Cimarron Road, Suite A-1  
12 Las Vegas, Nevada 89145  
13 jmedrala@medralaw.com  
14 *Attorney for Thomas Lucas and*  
15 *Opportunity Homes, LLC*

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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on March 8, 2017, I served a true and correct copy of the foregoing DISCLAIMER OF INTEREST via the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court's e-filing system in accordance with the electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules, and, if necessary, by depositing a copy of the same into the U.S. Postal Service at Las Vegas, Nevada, prepaid first-class postage affixed thereto, addressed to the following:

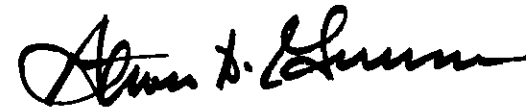
Edgar C. Smith, Esq.  
esmith@wrightlegal.net  
**WRIGHT, FINLAY & ZAK, LLP**  
7785 W. Sahara Ave., Suite 200  
Las Vegas, Nevada 89117  
*Attorney for Nationstar Mortgage, LLC*

Nona Tobin  
2664 Olivia Heights Avenue  
Henderson, Nevada 89052  
nonatobin@gmail.com

/s/ Jakub P. Medrala  
By: \_\_\_\_\_  
An employee of  
The Medrala Law Firm, PLLC

# EXHIBIT 5

# EXHIBIT 5



CLERK OF THE COURT

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Case No.: A-15-720032-C

Dept. No.: XXXI

9 Plaintiffs,

10 vs.

**DISCLAIMER OF INTEREST**

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

14 Defendants.

15 NATIONSTAR MORTGAGE, LLC,

16 Counter-Claimant,

17 Vs.

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

22 Counter-Defendants

23  
24 NONA TOBIN, an individual, Trustee of the

1 GORDON B. HANSEN TRUST, dated  
8/22/08

2 Cross-Claimant,

3 vs.

4 SUN CITY ANTHEM COMMUNITY  
5 ASSOCIATION, INC., DOES 1-10, and ROE  
6 CORPORATIONS 1-10, inclusive,

7 Cross-Defendants.  
8

9 PLEASE TAKE NOTICE that Steve Hansen does not hold any interest in  
10 real property commonly known as 2763 White Sage Drive, Henderson, NV 89052, APN 191-  
11 13-811-052 ("the Property"); therefore, he disclaims any interest in the Property.

12 Exhibit 1 includes the declaration of Steve Hansen. Per NRS 53.045, this  
13 unsworn declaration is being submitted in lieu of a sworn affidavit as it is a declaration made  
14 under penalty of perjury under the law of the State of Nevada.

15 Dated this 28<sup>th</sup> day of March, 2017.



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

20  
21 //

22 //

23 //

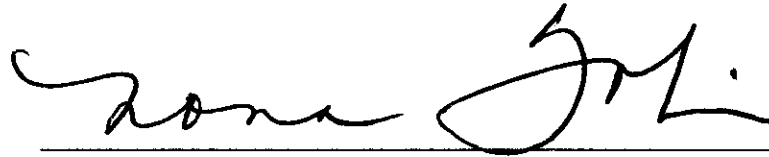
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**CERTIFICATE OF SERVICE**

I, Nona Tobin, hereby certify that on this 28<sup>th</sup> day of March, 2017, I served copies of the foregoing Disclaimer of Interest on all parties in the Wiznet electronic service notification system.



---

Nona Tobin, Defendant-in-Intervention,  
Cross-Claimant, In Proper Person

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**EXHIBIT 1**

**EXHIBIT 1**

State of California

County of Kern

Declaration of Steve Hansen

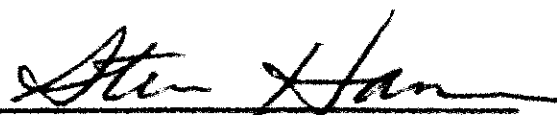
My full name is Steven Eric Hansen. I am the son of the late Gordon B. Hansen, Trustor of the Gordon B. Hansen Trust, dated August 22, 2008, as amended once on August 10, 2011.

The Gordon B. Hansen Trust was the owner of a residence at 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, from August 27, 2008, and when my father died on January 14, 2012, and when there was a foreclosure sale on August 15, 2014.

I declare that I have no interest in this White Sage property and no responsibility for any debts or expenses related to it. Further, I no longer claim any interest in, nor expect any benefit from, the Gordon B. Hansen Trust as all assets due to me have already been distributed and received by me.

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

DATED this 27<sup>th</sup> day of March, 2017



Steve Hansen  
21417 Quail Springs Rd.  
Tehachapi, CA 93561  
(661) 513-6616

# EXHIBIT 6

# EXHIBIT 6

Inst #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

(3)

**Name:** Joel A. Stokes and Sandra F. Stokes

**Address:** 5 Summit Walk Trail

**City/State/Zip:** Henderson, NV 89052

---

### QUITCLAIM DEED

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

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

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

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



**STATE OF NEVADA  
DECLARATION OF VALUE**

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

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

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

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

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

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

Signature [Handwritten Signature] Capacity: Manager  
 Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

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

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

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

*Jim Jack Irrevocable Trust*

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

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

Escrow # \_\_\_\_\_  
 State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

# EXHIBIT 7

# EXHIBIT 7



Inst #: 20150609-0001537

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

RPTT: \$1377.00 Ex: #

06/09/2015 12:58:36 PM

Receipt #: 2452509

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

③  
1

Name: F. Bondurant, LLC.

Address: 10781 West Twain Avenue

City/State/Zip: Las Vegas, NV 89135

---

### QUITCLAIM DEED

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

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

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

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

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

Signed, sealed and delivered in presence of:

Thomas Lucas  
Grantor

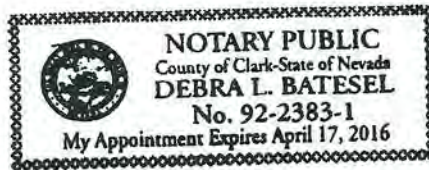
Thomas Lucas, Manager  
Opportunity Homes LLC

State of Nevada                    )  
County of Clark                    ) ss

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

WITNESS my hand and official seal.

Signature: Debra L. Batesel



**STATE OF NEVADA  
DECLARATION OF VALUE**

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

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

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

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

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

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

Signature: [Signature] Capacity: Grantor  
 Signature: \_\_\_\_\_ Capacity: \_\_\_\_\_

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

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

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

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

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

Print Name: Robert (Goy) Smith File Number: \_\_\_\_\_  
 Address: 446 Beautiful  
 City: Las Vegas State: Nevada Zip: 89138

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

# EXHIBIT 8

# EXHIBIT 8

3-1

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

APN # 191-13-811-052

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

## FORECLOSURE DEED

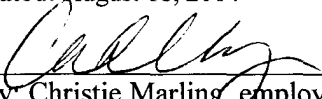
The undersigned declares:

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

AGENT STATES THAT:

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

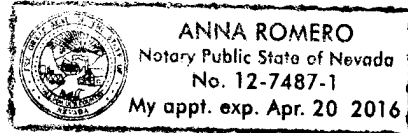
Dated: August 18, 2014


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

STATE OF NEVADA                    )  
COUNTY OF CLARK                )

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

WITNESS my hand and official seal.





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

# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number (s)

- a) 191-13-811-052
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

## 2. Type of Property:

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

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

## 3. Total Value/Sales Price of Property:

\$ 63,100.<sup>00</sup>  
 Deed in Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_  
 Transfer Tax Value: \$ 353,529.<sup>00</sup>  
 Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 ✓

## 4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

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

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

Signature *[Signature]* Capacity AGENT  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services  
 Address: 4775 West Teco Ave #140  
 City: Las Vegas  
 State: NV Zip: 89118

## BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Opportunity Homes, LLC  
 Address: 2657 Windmill Parkway, #145  
 City: Henderson  
 State: NV Zip: 89074

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

# EXHIBIT 9

# EXHIBIT 9



(4) -1

20080827-0003627

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

APN: 191-13-811-052

### GRANT, BARGAIN, SALE DEED

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

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

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

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

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

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

Witness his hand this 22<sup>nd</sup> day of August, 2008.

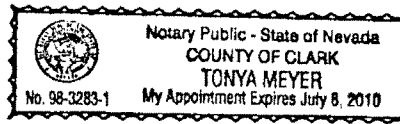
Gordon B. Hansen  
GORDON B. HANSEN

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF CLARK     )

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

WITNESS my hand and official seal.

Tonya Meyer  
Notary Public



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

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

**EXHIBIT "A"**  
**POWERS OF TRUSTEE**

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

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

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

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number

- a) 191-13-811-052
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

2. Type of Property:

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

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

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

**4. If Exemption Claimed:**

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

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

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

Signature Gordon B. Hansen Capacity Grantor  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_

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

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

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

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

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

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

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

3621

# EXHIBIT 10

# EXHIBIT 10

STATE OF NEVADA

COUNTY OF CLARK

**DECLARATION OF NONA TOBIN**

Declaration made under penalty of perjury alleging notarial acts and omissions that should be declared to have rendered recorded documents invalid to convey interest in subject property to the Joel and Sandra Stokes, as individuals or as Trustees of the Jimijack Irrevocable Trust or to Jimijack Irrevocable Trust, an Nevada entity operating as a business, but without commercial registration, or State, county, or city business licenses or filed fictitious name.

1. My name is Nona Tobin, and my address is 2664 Olivia Heights Ave., Henderson, Nevada 89052.
2. I do solemnly swear that everything in this declaration is true and based on my personal experience or investigation and research.
3. My purpose is to document notarial violations which occurred on June 7, June 8, August 9, and September 6, 2016 and faxed, emailed and/or mailed (certified and first class) communications related to deeds notarized by CluAynne M. Corwin that as the subject of a complaint to the notary division of the NVSOS.
4. I believe these notary violations render the documents invalid and without authority to convey the subject property to Joel and Sandra Stokes, as individuals or as Trustees of the Jimijack Irrevocable Trust or to Jimijack Irrevocable Trust as a legal Nevada business entity.
5. I prepared this unsworn declaration to describe what happened regarding the fraudulently-notarized June 9, 2015 Quit Claim Deed as it is the sole recorded document that gives rise to the Joel and Sandra Stokes' claims, either as individuals or as Trustees of Jimijack Irrevocable Trust, to all title interests to 2763 White Sage Drive, Henderson NV 89052, the subject property of quiet title litigation in which I have an interest.
6. I allege that violations of NRS 240.075, NRS 240.120, NRS 240.147, NRS 240.150, NRS 240.155, as well as commercial registration irregularities, that I am reporting here are sufficient to invalidate the sole recorded document that gives rise to Joel and Sandra Stokes' claims and to initiate an investigation by proper authorities into other violations of statutes involving fraudulent conveyance of real property, attorney and Realtor misconduct and license violations, and filing false statements to the Secretary of State and forming commercial entities for an illegal purpose.
7. There were two quit claim deeds, one notarized on June 4, 2015 and the second, notarized on June 8, 2015, purporting to re-convey the residence at 2763 White Sage Av., Henderson, NV 89052, which had allegedly been sold to Opportunity Homes, LLC on August 15, 2014 at a disputed HOA foreclosure sale.
8. I am a Pro Se Litigant disputing the legality of the 8/15/14 HOA sale, and I am alleging that the buyer at the sale was actually Thomas Lucas, Realtor in the Berkshire Hathaway office (BHHS) under Forrest Barbee, Broker with whom I had the property listed for sale, and that Opportunity Homes, LLC is an illegally-formed

sham entity designed solely to serve as Lucas' alter ego so his actions that would have been illegal for a licensed Broker/ Realtor could be concealed.

9. Further, evidence indicates that there is a concealed relationship between Lucas; FirstService Residential, HOA Managing agent; Red Rock Financial Services, HOA debt collectors who conducted the flawed foreclosure sale; the Stokes who currently have possession of the property; the Stokes' attorney, Joseph Y. Hong; Yuen K. Lee, alleged Manager of F. Bondurant, LLC in default, who signed the fraudulently notarized quit claim deed as if he were Thomas Lucas, and who operates out of the same office as Joseph Y. Hong, both notaries, and attorney Peter Mortenson.
10. I allege that by acting to concert has allowed the property to be unfairly conveyed and re-conveyed, and by concealing their acts and relationships a series fraudulent acts, including tax evasion, to go undetected.
11. The second Quit Claim Deed recorded on June 9, 2015 (attached), the main subject of this affidavit, was notarized by CluAynne M. Corwin on June 8, 2015 falsely offering her notarial seal as proof of Yuen Lee's signature that *"did personally appear before me the person of Thomas Lucas, Lucas, Manager, of Opportunity Homes, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quit Claim Deed; and, acknowledged to me that he executed the same in his capacity, that by his signature on this instrument did execute the same."*
12. Per her business card which I picked up from her office on September 6, CluAynne M. Corwin is a notary public, paralegal & office administrator with Mortenson & Rafie located at 10781 W. Twain Las Vegas NV 89135.
13. On June 7, 2016 I called CluAynne M. Corwin at the phone number that I think I got for her from Notary Public Division of the Nevada Secretary of State. I had been told by that office that I would be able to inspect her journal.
14. I confirmed that notaries had to keep a journal and that it was supposed to be available for public inspection was true before I called by reviewing State law governing Notary Publics in NRS 240.
15. I allege that these violations of laws governing Notary Publics in NRS 240 along with violations of the Statutes of Fraud governing the conveyance of real property in Nevada are sufficient to invalidate the recorded document that give rise to Joel and Sandra Stokes claims.
16. When Ms. Corwin answered, I told her I wanted to see her notary journal, and she immediately began hostile and asked who I was and why did I want to see it.
17. She said "I'm not just going to let anyone walk in here and look at it."
18. I said since the journal was open for public inspection by law, I didn't see what the problem was.
19. She told me to wait, and a man got on the line and asked me what I wanted.
20. I told him I was just trying to inspect her journal and she got upset.
21. The man identified himself as her boss, Peter Mortenson, and that he was an attorney.
22. He was I told him that I was the Successor Trustee of a property that had been sold at an HOA foreclosure sale, and that I wanted to see CluAynne's journal because there was a major error on the quit claim deed that she had notarized.

23. He asked a lot of questions and suggested that maybe he could help me, but he wanted to see what I was talking about.
24. At 3:27 PM, June 7, 2016 I faxed the second quit claim deed recorded on June 9, 2015 against 2763, falsely notarized by CluAynne, to Peter Mortenson's office at (702) 363-4107.
25. He asked me if I thought something untoward or nefarious (or some words like that) was going on.
26. He said I was "coming on all cloak and dagger".
27. I said yes I thought something was very wrong, but that I thought CluAynne was probably a victim too and she didn't need to be so afraid.
28. I explained the HOA foreclosure and told him I had done a lot of research.
29. I was very open with him since I was looking for an attorney to help me.
30. He acted very supportive then and suggested maybe he could help me, but that he'd have to look at it since the statute of limitations was probably passed.
31. I didn't realize when I was talking to him on the phone that Peter and CluAynne actually shared a small law office space and reception area with Hong & Hong, attorney for the Plaintiffs Stokes.
32. I thought he was going to be helpful and so I brought two binders of documents I had collected, but when I saw his office, I reconsidered showing them to him and left my binders in the car.
33. Mark Burton came with me to inspect the page for June 8, 2015 in CluAynne's notary journal on June 8, 2016.
34. There was no entry for the notarial act of acknowledging the Quit Claim Deed that alleged transferred F. Bondurant's interest in 2763 to Joel and Sandra as Trustees of Jimijack Irrevocable Trust.
35. Peter M said that usually CluAynne was so conscientious and he had no explanation for how it happened or why she would fail to perform a legally mandated function when she was so careful usually.
36. I asked if someone else in the office could have used her stamp, that she had been victimized.
37. He said that it was definitely her signature and not a situation where her notary stamp had been stolen.
38. He tried to ask more about my interest in the property and get away from the fact that CluAynne had failed to perform the most basic duties of a notary, i.e. she used her stamp without identifying the executor of the document and without recording that she had done it, both serious violations.
39. I told him I had decided not to bring any of my paperwork in or discuss my case with him since I intended to file a complaint, but I was sorry because I thought CluAnne was a victim.
40. Peter's hands were visibly shaking during the meeting.
41. I requested a certified copy of the June 9, 2015 page to show that entries had been made chronologically, but that this critical one was missing.
42. At first, Peter agreed to do get the certified copy for me, but then acted bewildered
43. He then was talking in a friendly, "aw shucks" kind of way, saying that he had never dealt with this before and that he needed to call the NV SOS before he could give it to me, just to be sure.



44. He told us we would have to come back later.
45. I complained that it is a nearly an hour and a half round trip to my house, and he said he would mail it to me.
46. I asked about the cost, and he said not to worry about it.
47. He called me back later and said he would not give me a certified copy, that he wasn't allowed to.
48. He said the NV SOS said I would only be entitled to a certified copy of a particular entry in the journal.
49. He told me that the NV SOS said they (Peter and CluAynne I guess) didn't have to give me anything because the journal entry I was looking for wasn't there.
50. He said they had let me look at the page for June 8, 2015, that was enough.
51. That it would be violating the privacy of the people whose signatures were on the rest of the page to let their private information be copied.
52. This seems strange to me given that the law provides for public inspection of the notary journal, and I didn't see there being any such restrictions on access.
53. He gave me the name of the person in the NV SOS who had provided him with this interpretation.
54. I called the woman at NVSOS (whose name I can't remember) shortly thereafter to verify.
55. When I told her I wanted a picture of the page for verification of the violation of NRS in not making a chronological entry in her journal of each notarial act for litigation purposes, she said, "Well, that's not gonna happen!"
56. The NV SOS employee inaccurately told me that I was only permitted to get a certified copy of my signature.
57. Below is an exact quote from an email I sent on August 9, 2016 describing the same event.
58. I wrote this email after I had met for the first time two other women who are dealing with HOA foreclosures. "Irma" is Irma Mendez and her property was also quit claimed to Joel and Sandra Stokes, as Trustees of Jimijack Irrevocable Trust.
59. The Quit Claim Deed to Irma's property was notarized by CluAynne M. Corwin on September 11, 2015.

I happen to have gone to his office a few months ago when I wanted to look at CluAnne M. Colwin's notary log because she falsely notarized the quit claim deed to Jimijack. Her boss is Peter Mortinson shares a law office with Hong & Hong at that address. CluAnne wouldn't speak to me and had her boss-attorney show me the journal. Peter showed me the page of her log, but she had failed to list any notarial duty on June 8, 2015 when she notarized Yuan Lee as being Thomas Lucas, personally appearing before her. Peter refused to give me a copy of the page since technically the law allows only a copy of the specific signature and not a copy of the page showing the absence of one.

I asked Peter if he represented any of these people with Hong and he said his notary CluAynne just occasionally notarized documents for them in a pinch, but she was usually so fastidious that he couldn't understand how on this one occasion she forgot to log it. He even tried to recruit me as a client saying he thought he could help me, but said I probably would

have a statute of limitations problem. it's interesting CluAnne also notarized Amir's signature on Irma's property that Irma says doesn't match Amir's signature and looks more like Hong's. Julie told me Peter has appeared for Hong.

1. On September 6, 2016, Mark Burton and I went to 10781 W. Twain without notice because we were on that side of town for Mark's appointment with a doctor.
2. I intended to ask to see the page for September 11, 2015 as there should be an entry for the quit claim deed for another HOA foreclosure that had gone to Joel and Sandra Stokes.
3. I wanted to see the September 11, 2015 page in CluAynne's notary journal to see if there was a pattern of her failing to record notarial acts when they involved documents which furthered Mr. Hong's clients'.
4. I intended to request to see the page for September 11, 2016, but I was never even given a chance to ask.
5. We went into the office about 11 AM, and while Mark waited on the couch, I told the receptionist I was Nona Tobin and was there to see CluAynne.
6. She said "Sure" and went to the back office.
7. The receptionist returned right away, saying "She'll be right out."
8. CluAynne did not come out.
9. Instead, Peter Mortenson came barreling out and before I could say anything, he said angrily, "I already spent enough time with you. I told you you're not getting any certified copies."
10. I remember thinking that he was trying to use his size and brusque manner and being a lawyer to bully me into just going away, and I'm sure, if I had been a smaller, more typical 67-year-old non-lawyer woman, it would have worked.
11. I said I wanted to look at a different signature and that I wasn't asking for a certified copy.
12. He refused, virtually yelling at me and telling me to stop bothering them, which I believe to be a violation of NRS 240.147.
13. A few of the things he said were, in my view, particularly bizarre:
  - a. "you don't have a right to be here";
  - b. "we are very busy; we're doing business here"
  - c. "You've done enough."
14. He said that they didn't have to give me anything.
15. I told him they did have to let the public inspect the journal.
16. He said several times "Well, go ahead and file a lawsuit. Just file a lawsuit to get it."
17. He turned without a civil word, fumbled with a key to get back behind a locked door to his office, and left me just standing there in the hall and Mark on the couch in the lobby.
18. When I notified Irma Mendez later on the evening of September 6 that I had been thrown out of Hong's office when I tried to look at CluAynne's notary journal for September 11, 2015, she said she had doubts about the validity of Amir's signature.
19. Irma's doubts were so substantial that she said she had found some examples of Amir's signature on court documents to compare and there was no similarity.
20. She said she then compared Amir's signature on the quit claim deed that gave her property from Amir to the Stokes and believed the signature had so much similarity to the signature of Joseph Y. Hong, the Stokes' attorney, that she suspected forgery.

21. At a December 20, 2016 hearing, my motion to intervene on the quiet title case A-15-720032 was granted, and I needed to get some additional information about notary problems with the quit claim deeds that moved through Hong's office to removed title from me or Irma Mendez to give title to the Stokes.
22. On December 28, 2016, I emailed and faxed a written request to CluAynne M. Corwin to provide me with certified copies of three lines in her journal (attached) related to quiet title cases involving the Stokes and their attorney, Mr. Hong.
23. On December 28, 2016, I faxed and sent by first class mail to 10781 W. Twain the attached request to Debra L. Batesel, notary public and employee of Hong & Hong, for a certified copy of the June 4, 2015 entry in her journal documenting the signature of Thomas Lucas quit claiming 2763 White Sage to F. Bondurant.
24. I called on January 3, 2016 to the office and asked the receptionist to tell CluAynne that I would be there on Thurs day to pick it up if I didn't hear from her.
25. Later that day, I also sent the attached letter first class and certified to CluAynne at her home address.
26. There was no answer or voicemail at Hong's office, but when I asked the receptionist both law offices shared if there was a different number for Hong's office, and I was told there it rang through to her, but she didn't pick it up.
27. I went to Hong's office and asked for Debra Batesel, but she was not in.
28. I asked for CluAynne next, but since I gave my real name, Peter came out.
29. Peter told me I couldn't just come in without an appointment.
30. Peter told me I was not to attempt to contact CluAynne at the address I found on the notary website.
31. Peter said she was his employee and he was paying her to work on other things.
32. Peter said CluAynne was not to be bothered at home.
33. I told him that these matters were in litigation and that it was unreasonable for him to be obstructionist.
34. Peter said I had only given one day's notice, but he seemed to disregard that CluAynne had not responded to phone, email, fax or mail requests to call me for over a week
35. Peter said that litigation takes a long time and that I shouldn't be so demanding when I didn't have an appointment.
36. Peter said he was writing me a letter and that maybe I should just wait for that. I said I would read his letter, but that I wanted to schedule an appointment now instead of waiting to schedule it.
37. He said he had spoken to the Secretary of State's office.
38. I said I wanted to schedule an appointment, and he said Tuesday, January 10 at 4 pm.
39. I faxed a notice to Debra Batesel that I would be in her office at that time and would like to review her journal then as well as get the previously requested certified copy of her notary act on June 4, 2015.
40. At the meeting, CluAynne would still not participate in a review of her journal, She was represented by Peter Mortenson, who said he was there as her employer, but did not say he was her attorney.
41. They were not able to provide copies of two of the entries I requested which both related to my case as CluAynne had not made an entry in her journal for either of those acts as she is required to do by Nevada notary laws.

42. The notarization of the quit claim deed for Irma Mendez house was supplied, and I gave it to her for inclusion in her complaint.
43. Debra Batesel came in when Peter was finished and gave me a non-certified copy of two signatures of Thomas Lucas she notarized on June 4, 2015, for the quit claim and surprisingly for a purchase and sale agreement, but did not bring in the notary book for me to inspect.
44. The difficulties I have had in trying to view these notary journals increase my suspicions that there is rampant notary fraud of the instruments recorded to convey HOA foreclosures to the Stokes.
45. Per NRS 53.045, this unsworn declaration is being submitted in lieu of a sworn affidavit. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 17<sup>th</sup> day of January, 2017.



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Nona Tobin  
2664 Olivia Heights Ave.  
Henderson NV 89052  
(702) 465-2199  
nonatobin@gmail.com

### **Exhibits to NV SOS Complaint NRS Violations by a Notary Public**

1. Quit Claim Deed for 2763 White Sage that notarized Yeun Lee signature as if it were Thomas' Lucas' signature and for which there is no entry in CluAynne M. Corwin's notary journal on June 8, 2015
2. Quit Claim Deed to 2763 White Sage that on June 4, 2015, Debra L. Batesel, an employee of Hong notarized what is believed to be Thomas Lucas' actual signature
3. Quit Claim Deed to a different property but that conveyed interest in another HOA foreclose to Joel and Sandra Stokes, as Trustees of Jimijack and was notarized by CluAynne M. Corwin on September 11, 2015, i.e. the page I wanted to see in CluAynne's notary journal to see if there was a pattern of her failing to record notarial acts when they involved documents which furthered Mr. Hong's clients
4. Relevant sections of NRS 240 governing notary publics
5. Relevant sections of NRS Statute of Frauds re conveyance of real property
6. NRS 205.395 False representation concerning title; penalties; civil action.
7. Letter from Peter Mortenson to me on January 5, 2017 regarding my request for public inspection of CluAynne M. Corwin's notary journal.

## RELEVANT SECTIONS OF THE NRS 240 RE NOTARY PUBLICS

**(emphasis added)**

**NRS 240.147 Unlawful destruction, defacement or concealment of notarial record.** It is unlawful for a person to knowingly destroy, deface or conceal a notarial record. (Added to NRS by [1997, 930](#); A [2009, 3029](#))

**NRS 240.120 Journal of notarial acts: Duty to maintain; contents; verification based upon credible witness; copy of entry; storage; period of retention; report of loss or theft; exceptions.**

1. Except as otherwise provided in subsection 2, **each notary public shall keep a journal in his or her office in which the notary public shall enter for each notarial act performed, at the time the act is performed:**

(a) The fees charged, if any;

(b) The title of the document;

(c) The date on which the notary public performed the act;

(d) Except as otherwise provided in subsection 3, the name and signature of the person whose signature is being notarized;

(e) Subject to the provisions of subsection 4, **a description of the evidence used by the notary public to verify the identification of the 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](#).

2. A notary public may make one entry in the journal which documents more than one notarial act if the notarial acts documented are performed:

(a) For the same person and at the same time; and

(b) On one document or on similar documents.

3. When performing a notarial act for a person, a notary public need not require the person to sign the journal if:

(a) The notary public has performed a notarial act for the person within the previous 6 months;

(b) The notary public has personal knowledge of the identity of the person; and

(c) The person is an employer or coworker of the notary public and the notarial act relates to a transaction performed in the ordinary course of the person's business.

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:

(a) Require the witness to sign the journal in the space provided for the description of the evidence used; and

(b) Make a notation in the journal that the witness is a credible witness.

6. **The journal must:**

**(a) Be open to public inspection.**

**(b) Be in a bound volume with preprinted page numbers.**

**7. A notary public shall, upon request and payment of the fee set forth in [NRS 240.100](#), provide a certified copy of an entry in his or her journal.**

8. A notary public shall keep his or her journal in a secure location during any period in which the notary public is not making an entry or notation in the journal pursuant to this section.

9. A notary public **shall retain each journal that the notary public has kept pursuant to this section until 7 years after the date on which he or she ceases to be a notary public.**

10. A notary public shall file a report with the Secretary of State and the appropriate law enforcement agency if the journal of the notary public is lost or stolen.

11. The provisions of this section do not apply to a person who is authorized to perform a notarial act pursuant to paragraph (b), (c), (d) or (e) of subsection 1 of [NRS 240.1635](#).

[Part 18:49:1883; BH § 2359; C § 2483; RL § 2020; NCL § 2951] + [Part 21:49:1883; BH § 2362; C § 2486; RL § 2023; NCL § 2954]—(NRS A [1967, 533](#); [1993, 262](#); [1995, 193, 1596](#); [1997, 936](#); [2001, 654](#); [2007, 46](#); [2011, 1611](#); [2013, 1376](#))

**NRS 240.150 Liability for misconduct or neglect; liability of employer; penalties for willful violation or neglect of duty; procedure upon revocation or suspension.**

1. For misconduct or neglect in a case in which a notary public appointed pursuant to the authority of this State may act, either by the law of this State or of another state, territory or country, or by the law of nations, or by commercial usage, **the notary public is liable on his or her official bond to the parties injured thereby, for all the damages sustained.**

2. **The employer of a notary public may be assessed a civil penalty by the Secretary of State of not more than \$2,000 for each violation specified in subsection 4 committed by the notary public, and the employer is liable for any damages proximately caused by the misconduct of the notary public, if:**

**(a) The notary public was acting within the scope of his or her employment at the time the notary public engaged in the misconduct; and**

**(b) The employer of the notary public consented to the misconduct of the notary public.**

3. The Secretary of State may refuse to appoint or may suspend or revoke the appointment of a notary public who fails to provide to the Secretary of State, within a reasonable time, information that the Secretary of State requests from the notary public in connection with a complaint which alleges a violation of this chapter.

4. Except as otherwise provided in this chapter, for any willful violation or neglect of duty or other violation of this chapter, or upon proof that a notary public has been convicted of, or entered a plea of guilty, guilty but mentally ill or nolo contendere to, a crime described in paragraph (c) of subsection 2 of [NRS 240.010](#):

(a) The appointment of the notary public may be suspended for a period determined by the Secretary of State, but not exceeding the time remaining on the appointment;

(b) The appointment of the notary public may be revoked after a hearing; or

(c) The notary public may be assessed a civil penalty of not more than \$2,000 for each violation.

5. If the Secretary of State revokes or suspends the appointment of a notary public pursuant to this section, the Secretary of State shall:

(a) Notify the notary public in writing of the revocation or suspension;

(b) Cause notice of the revocation or suspension to be published on the website of the Secretary of State; and

(c) If a county clerk has issued a certificate of permission to perform marriages to the notary public pursuant to [NRS 122.064](#), notify the county clerk of the revocation or suspension.

6. Except as otherwise provided by law, the Secretary of State may assess the civil penalty that is authorized pursuant to this section upon a notary public whose appointment has expired if the notary public committed the violation that justifies the civil penalty before his or her appointment expired.

7. The appointment of a notary public may be suspended or revoked by the Secretary of State pending a hearing if the Secretary of State believes it is in the public interest or is necessary to protect the public.

[13:39:1864; B § 342; BH § 2247; C § 2414; RL § 2756; NCL § 4726]—(NRS A [1985, 1208; 1995, 194; 1997, 937; 2011, 1612; 2013, 1200; 2015, 932](#))

**NRS 240.155 Notarization of signature of person not in presence of notary public unlawful; penalty.**

1. A notary public who is appointed pursuant to this chapter **shall not willfully notarize the signature of a person unless the person is in the presence of the notary public** and:

(a) Is known to the notary public; or

(b) If unknown to the notary public, **provides a credible witness or documentary evidence of identification to the notary public.**

2. A person who:

(a) Violates the provisions of subsection 1; or

(b) Aids and abets a notary public to commit a violation of subsection 1,  is guilty of a gross misdemeanor.

(Added to NRS by [2005, 2274](#); A [2007, 1100](#))

**NRS 240.075 Prohibited acts. A notary public shall not:**

1. Influence a person to enter or not enter into a lawful transaction involving a notarial act performed by the notary public.

2. **Certify an instrument containing a statement known by the notary public to be false.**

3. Perform any act as a notary public with intent to deceive or defraud, including, without limitation, altering the journal that the notary public is required to keep pursuant to [NRS 240.120](#).

4. Endorse or promote any product, service or offering if his or her appointment as a notary public is used in the endorsement or promotional statement.

5. Certify photocopies of a certificate of birth, death or marriage or a divorce decree.

6. Allow any other person to use his or her notary's stamp.

7. Allow any other person to sign the notary's name in a notarial capacity.

8. Perform a notarial act on a document that contains only a signature.

9. Perform a notarial act on a document, including a form that requires the signer to provide information within blank spaces, unless the document has been filled out completely and has been signed.



10. Make or note a protest of a negotiable instrument unless the notary public is employed by a depository institution and the protest is made or noted within the scope of that employment. As used in this subsection, “depository institution” has the meaning ascribed to it in [NRS 657.037](#).

11. Affix his or her stamp to any document which does not contain a notarial certificate.

(Added to NRS by [1985, 1205](#); A [1987, 1114](#); [1995, 193](#); [2001, 653](#); [2011, 1610](#); [2015, 930](#))

**NRS 205.395 False representation concerning title; penalties; civil action.**

1. Every person who:

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

(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

(c) Causes a document described in paragraph (a) or (b) to be 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,

□ has made a false representation concerning title.

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

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

4. In addition to the criminal penalties imposed for a violation of this section, any person who violates this section is subject to a civil penalty of not more than \$5,000 for each violation. This penalty must be recovered in a civil action, brought in the name of the State of Nevada by the Attorney General. In such an action, the Attorney General may recover reasonable attorney’s fees and costs.

5. Except as otherwise provided in this subsection, the owner or holder of the beneficial interest in real property which is the subject of a false representation concerning title may bring a civil action in the district court in and for the county in which the real property is located to recover any damages suffered by the owner or holder of the beneficial interest plus reasonable attorney’s fees and costs. The owner or holder of the beneficial interest in the real property must, before bringing a civil action pursuant to this subsection, send a written request to the person who made the false representation to record a document which corrects the false representation. If the person records such a document not later than 20 days after the date of the written request, the owner or holder of the beneficial interest may not bring a civil action pursuant to this subsection.

6. As used in this section:

(a) “Encumbrance” includes, without limitation, a lis pendens or other notice of the pendency of an action.

(b) “Pattern of making false representations concerning title” means one or more violations of a provision of subsection 1 committed in two or more transactions:

- (1) Which have the same or similar pattern, purposes, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics;
  - (2) Which are not isolated incidents within the preceding 4 years; and
  - (3) In which the aggregate loss or intended loss is more than \$250.
- [1911 C&P § 441; RL § 6706; NCL § 10394] — (NRS A [2011, 338, 1748](#); [2015, 1358](#))

## STATUTE OF FRAUDS REGARDING CONVEYANCE OF REAL PROPERTY

**NRS 111.340 Certificate of acknowledgment and record may be rebutted.** Neither the **certificate** of the acknowledgment nor of the proof of any conveyance or instrument, nor the record, nor the transcript of the record, of such conveyance or instrument, shall be conclusive, but the same may be rebutted.

***NRS 111.125 Proof required from subscribing witnesses.** No certificate of proof shall be granted unless subscribing witnesses shall 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. [12:9:1861; B 240; BH 2581; C 2651; RL 1029; NCL 1487]*

**NRS 111.265 Persons authorized to take acknowledgment or proof within State.** The proof or acknowledgment of every conveyance affecting any real property, if acknowledged or proved within this State, must be taken by one of the following persons: 1. A judge or a clerk of a court having a seal. 2. A notary public. 3. A justice of the peace. [Part 4:9:1861; A 1867, 103; B 231; BH 2572; C 2642; RL 1020; NCL 1478] (NRS A 1985, 1209; 1987, 123)

**NRS 111.315 Recording of conveyances and instruments: Notice to third persons.** Every conveyance of real property, and every instrument of writing setting forth an agreement to convey any real property, or whereby any real property may be affected, proved, acknowledged and certified in the manner prescribed in this chapter, to operate as notice to third persons, shall be recorded in the office of the recorder of the county in which the real property is situated...

**NRS 111.345 Proof taken upon oath of incompetent witness: Instrument not admissible until established by competent proof.** If the party contesting the proof of any conveyance or instrument shall make it appear that any such proof was taken upon the oath of an incompetent witness, neither such conveyance or instrument, nor the record thereof, shall be received in evidence, until established by other competent proof. [32:9:1861; B 260; BH 2601; C 2671; RL 1046; NCL 1504]

Inst #: 20150915-0002030  
Fee: \$18.00 N/C Fee: \$0.00  
RPTT: \$851.70 Ex: #  
09/15/2015 02:32:25 PM  
Receipt #: 2553618  
Requestor:  
LINEAR TITLE & CLOSING LTD.  
Recorded By: OSA Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 124-29-314-081

Recording requested by and mail  
documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

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**QUITCLAIM DEED**

THIS QUITCLAIM DEED, Executed this 11<sup>th</sup> day of September 2015, by Absolute Business Solutions, Inc. (hereinafter "Grantor(s)"), whose address is 1202 Alfred Avenue, #B, Building F, Yeadon, PA 19050, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

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

*Commonly known as:*

3416 Casa Alto Avenue, North Las Vegas, Nevada 89031


*More particularly described as:*

APN: 124-29-314-081

Lot One Hundred Seventy-Three (173) of FIESTA DEL NORTE-UNIT 2, as shown by map thereof on file in Book 110 of Plats, Page 64, in the Office of the County Recorder of Clark County, Nevada.

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

Signed, sealed and delivered in presence of:

  
\_\_\_\_\_  
Grantor

Amir M. Hujjutallah, Officer  
Absolute Business Solutions, Inc.

State of Nevada

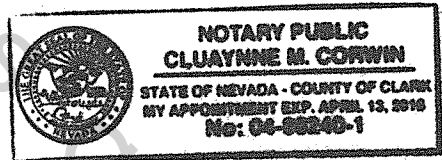
County of Clark

ASSETS  
COPY

)  
ss  
)

On this 11<sup>th</sup> day of September, 2015, before me, CluAynne M. Corwin, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Amir M. Hujjutallah, Officer of Absolute Business Solutions, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.



Signature: 

\*Notary Public  
CluAynne m. Corwin  
State of Nevada - County of Clark  
my Appointment Exp. April 13, 2016  
No: 04-88240-1

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)  
 a. 124-29-314-081  
 b. \_\_\_\_\_  
 c. \_\_\_\_\_  
 d. \_\_\_\_\_

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

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

3.a. Total Value/Sales Price of Property \$ 1,166,977.00  
 b. Deed in Lieu of Foreclosure Only (value of property) (0)  
 c. Transfer Tax Value: \$ 116,697.70  
 d. Real Property Transfer Tax Due \$ 851.70

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

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

Signature Audrey Porter Capacity: Agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION (REQUIRED)**  
 Print Name: Absolute Business Solutions, Inc.  
 Address: 1202 Alfred Avenue #B, Building F  
 City: Yeadon  
 State: PA Zip: 19050

**BUYER (GRANTEE) INFORMATION (REQUIRED)**  
 Print Name: Joel A. Stokes & Sandra F. Stokes, as  
 Address: 5 Summit Walk Trail Trustees of  
 City: Henderson the Jimjack  
 State: NV Zip: 89052 Irrevocable  
 Trust

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**  
 Print Name: Linear Title & Closing, LTD. Escrow # NVL-452256-P  
 Address: 10785 W. Twain Ave., Ste. 110  
 City: Las Vegas State: NV Zip: 89135

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Inst #: 20150609-0001537  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$1377.00 Ex: #  
06/09/2015 12:58:36 PM  
Receipt #: 2452509  
Requestor:  
ROBERT GOLDSMITH  
Recorded By: ARO Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 191-13-811-052  
Recording requested by and mail  
documents and tax statements to:

③

Name: F. Bondurant, LLC.  
Address: 10781 West Twain Avenue  
City/State/Zip: Las Vegas, NV 89135

---

### QUITCLAIM DEED

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

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

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

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

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

Signed, sealed and delivered in presence of:

Thomas Lucas  
Grantor

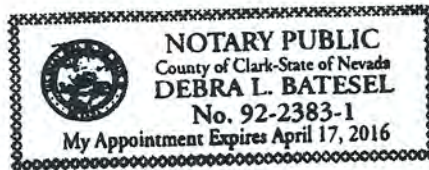
Thomas Lucas, Manager  
Opportunity Homes LLC

State of Nevada            )  
  ) ss  
County of Clark

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

WITNESS my hand and official seal.

Signature: Debra L. Batesel





**STATE OF NEVADA  
DECLARATION OF VALUE**

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

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

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

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

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

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

Signature: [Signature] Capacity: Grantor  
 Signature: \_\_\_\_\_ Capacity: \_\_\_\_\_

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

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

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

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

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

Print Name: Robert (Goy) Smith File Number: \_\_\_\_\_  
 Address: 446 Beautiful  
 City: Las Vegas State: Nevada Zip: 89138

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

Inst #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

(3)

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

---

### QUITCLAIM DEED

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

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

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

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

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

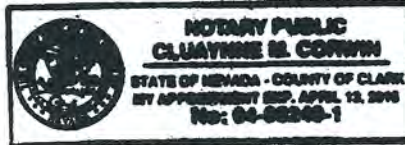
Signed, sealed and delivered in presence of:

yeun Lee  
Grantor  
yeun Lee manager

State of Nevada )  
County of Clark ) ss

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

WITNESS my hand and official seal.



Signature: Cluayne M. Corwin

No 04-08240-1  
April 12, 2016

**STATE OF NEVADA  
DECLARATION OF VALUE**

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

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

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

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

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

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

Signature [Handwritten Signature] Capacity: Manager  
 Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

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

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

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

# MORTENSON & RAFIE

DARIUS F. RAFIE, ESQ. †‡  
PETER B. MORTENSON, ESQ. †  
LAUREN A. BARBARUOLO, ESQ. †∞  
MICHAEL V. CASTILLO, ESQ. †

ATTORNEYS AT LAW  
a limited liability partnership  
† Admitted in Nevada  
‡ Admitted in Utah  
∞ Admitted in Arizona

10781 WEST TWAIN AVENUE  
LAS VEGAS, NEVADA 89135  
TELEPHONE: (702) 363-4190  
FACSIMILE: (702) 363-4107  
E-MAIL: MORTENSONANDRAFIE@NVLAW.US

January 5, 2017

Nona Tobin  
2664 Oliva Heights Avenue  
Henderson, Nevada 89052

Via U. S. Mail  
and U. S. Certified Mail Return Receipt Requested 7014 0150 0000 6574 5812

**Re: CluAynne M. Corwin  
Notary Public State of Nevada  
Certificate Number 04-88240-1**

Dear Ms. Tobin:

We are in receipt of correspondence dated December 28, 2016, which was faxed to our office and sent to Ms. Corwin's office e-mail address. Ms. Corwin is also in receipt of correspondence dated January 3, 2017, which was sent to her home address via U. S. Certified Mail.

First and foremost, Ms. Corwin did act and will continue to act as an agent and employee of the Law Office of Mortenson & Rafie, LLP, and as such she should only be contacted via means associated with the Law Office of Mortenson & Rafie, LLP. Please immediately cease and desist from contacting Ms. Corwin in any manner at her home address.

Second, the certificate number that you have indicated in your December 28, 2016 and January 3, 2017, correspondence is incorrect. You have stated that Ms. Corwin's Notary Public State of Nevada Certificate Number is 04-08240-1 when in fact her Notary Public State of Nevada Certificate Number is 04-88240-1.

Third, going forward should you wish to inspect her Notary Journal or speak to her in person, you will need to first contact our office and make an appointment. In the future any meeting with Ms. Corwin will also include myself in the capacity of her employer. Also, to confirm your statement contained in the December 28, 2016, correspondence is accurate that you inspected her Notary Journal on June 8, 2016. Therefore, her compliance with your previous request has been fulfilled.

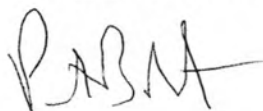
Fourth, the language contained in your January 5, 2017, correspondence wherein you state "your lack of compliance with the Nevada notary law will not be tolerated", can only be interpreted as a threat. Should any future written or verbal communications contain any such manner of a threat the appropriate authorities will be contacted.

Finally, with regard to the requests made in your letters, please find enclosed a certified copy Ms. Corwin's Notary Journal page documenting Mr. Amir Mahdi Hujjatallah's signature dated September 11, 2015. This is the only Notary Journal entry we are able to provide you at this time.

Our office has been in contact with the Nevada Secretary of State's office with regard to your communications and have been advised appropriately as to the steps to be taken to comply with your requests.

We expect this responsive correspondence to conclude this matter and that no further communications relating to this matter should be warranted.

Sincerely,  
**MORTENSON & RAFIE, LLP**

A handwritten signature in black ink, appearing to read "PBM", with a long horizontal flourish extending to the right.

Peter B. Mortenson, Esq.

PBM  
Enclosure  
Cc: Joseph Hong, Esq.



Nona Tobin &lt;nonatobin@gmail.com&gt;

---

**Peter Mortenson letter re CluAynne notarizing Amir's signature**

1 message

**Nona Tobin** <nonatobin@gmail.com>

Mon, Jan 9, 2017 at 11:54 AM

To: Irma mendez &lt;centuryhomes90@gmail.com&gt;

This is crazy. Peter scheduled a meeting with me (at my insistence) tomorrow at 4 PM in his office so I can inspect the notary book. I bet after this letter, he'll try to cancel. I don't know what type of ID she is claiming Amir used, and I really don't get why the copy was certified by a different notary.

I am going to send a fax to Hong and Debra Batesel (Hong's employee who notarized another quit claim getting Bruce's house to the Stokes) telling her that I want to inspect her book at the same time. She has not responded to my fax on 12/28/16 or phone call, first class letter or certified letter on 1/3/17.

Hong's office at 10781 W. Twain where all these people work uses Peter Mortenson's receptionist to answer Hong's phones (702) 870-1777. I called on 1/3/17 both to talk to Hong about why he didn't approve the proposed order on my motion and to make an appointment with Debra to review her notary journal, and there was no answer, no voice mail, no answering service. I called Peter Mortenson's phone number, and the receptionist said they were not in. I asked for a new number to the office, and she said there wasn't one.

When I went into the office on 1/5/17, I asked for Debra, but she wasn't in. I asked if she physically worked in the building, and according to the receptionist, Debra does work in the office.

When I commented to the receptionist about the phone just ringing, she looked a little irritated. She said she didn't actually work for Hong; she was their "concierge" and sometimes she just let it ring on. I also picked up a card that has Hong's cell on it (702) 336-7001 in case you need it.

After tomorrow's meeting, I am going to complete my affidavit and take it down to the District Attorney on Wed.  
Nona

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 **20170105 ltr P Mortenson.pdf**  
901K

# EXHIBIT 11

# EXHIBIT 11



# EXHIBIT 12

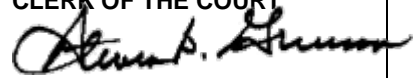
# EXHIBIT 12

# EXHIBIT 13

# EXHIBIT 13

# EXHIBIT 14

# EXHIBIT 14



1 **NITD**  
2 MELANIE D. MORGAN, ESQ.  
3 Nevada Bar No. 8215  
4 THERA A. COOPER, ESQ.  
5 Nevada Bar No. 13468  
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: thera.cooper@akerman.com

13 *Attorneys for Defendant in*  
14 *Intervention/Counterclaimant, Nationstar*  
15 *Mortgage LLC*

16 **DISTRICT COURT**  
17 **CLARK COUNTY, NEVADA**

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

21 Plaintiffs,

22 vs.

23 BANK OF AMERICA, N.A.,

24 Defendant,

25 NATIONSTAR MORTGAGE LLC

26 Counter-Claimant,

27 vs.

28 JIMI JACK IRREVOCABLE TRUST,

Counter-Defendant,

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept No. XXXI

**NATIONSTAR MORTGAGE LLC'S  
THREE DAY NOTICE OF INTENT TO  
TAKE DEFAULT AGAINST JIMI JACK  
IRREVOCABLE TRUST**

AKERMAN LLP

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

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NONA TOBIN, an individual, and Trustee of  
the GORDON B. HANSEN TRUST. Dated  
8/22/08,  
  
Counter-Claimant,  
  
vs.  
  
JOEL A. STOKES and SANDRA F. 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,  
  
Counter-Defendants.

PLEASE TAKE NOTICE that Counterclaimant Nationstar Mortgage LLC (**Nationstar**) by  
and through its attorneys at the law firm AKERMAN LLP, intends to take the Default of Counter-  
Defendant Jimijack Irrevocable Trust (**Jimijack**) unless Jimijack files an answer or other responsive  
pleading to Nationstar's Answer to Plaintiff's Complaint and Counterclaim within three (3) days of  
this notice.

DATED March 18, 2019

**AKERMAN LLP**

*/s/Melanie D. Morgan*  
\_\_\_\_\_  
MELANIE D. MORGAN, ESQ.  
Nevada Bar No. 8215  
THERA A. COOPER, ESQ.  
Nevada Bar No. 13468  
1635 Village Center Circle, Suite 200  
Las Vegas, NV 89134

*Attorneys for Defendant in  
Intervention/Counterclaimant, Nationstar  
Mortgage LLC*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 18<sup>th</sup> day of March, 2019 and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing **NATIONSTAR MORTGAGE LLC'S THREE DAY NOTICE OF INTENT TO TAKE DEFAULT AGAINST JIMI JACK IRREVOCABLE TRUST**, addressed to:

**Michael R. Mushkin & Associates**

L. Joe Coppedge	joe@mushlaw.com
Karen L. Foley	karen@mushlaw.com
Michael R. Mushkin	michael@mushlaw.com

**Lipson Neilson P.C.**

Susana Nutt	snutt@lipsonneilson.com
Renee Rittenhouse	rrittenhouse@lipsonneilson.com
Kaleb Anderson	kanderson@lipsonneilson.com
David Ochoa	dochoa@lipsonneilson.com
Ashley Scott-Johnson	ascott-johnson@lipsonneilson.com

**Medrala Law Firm, PLLC**

Jakub P Medrala	jmedrala@medralaw.com
Shuchi Patel	spatel@medralaw.com
Office	admin@medralaw.com

**Hong & Hong APLC**

Joseph Y. Hong, Esq.	yosuphonglaw@gmail.com
Nona Tobin	nonatobin@gmail.com

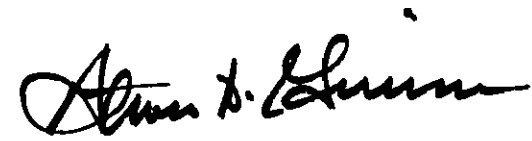
**Wright Finlay & Zak LLP**

Jason Craig	jcraig@wrightlegal.net
Michael Kelley	mkelley@wrightlegal.net
NVEfile	nvefile@wrightlegal.net

*/s/ Jill Sallade*  
 \_\_\_\_\_  
 An employee of AKERMAN LLP

# EXHIBIT 15

# EXHIBIT 15



CLERK OF THE COURT

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

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

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

10 Plaintiffs,

11 vs.

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

14 Defendants.

15 \_\_\_\_\_  
16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 Vs.

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

23 Counter-Defendants  
24

Case No.: A-15-720032-C

Dept. No.: XXXI

**THREE DAY NOTICE OF INTENT TO  
TAKE DEFAULT**



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

4 Cross-Claimant,

5 vs.

6 SUN CITY ANTHEM COMMUNITY  
7 ASSOCIATION, INC., DOES 1-10, and ROE  
8 CORPORATIONS 1-10, inclusive,

9 Cross-Defendants.

10 **THREE DAY NOTICE OF INTENT TO TAKE DEFAULT**

11 TO: JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIACK  
12 IRREVOCABLE TRUST, Plaintiffs/Counter-Defendants; and

13 TO: JOSEPH Y. HONG, ESQ., attorney for Plaintiffs/Counter-Defendants.

14 Please take notice that the Counterclaimant, Nona Tobin, intends to take the Default of  
15 the Counter-Defendant above named unless an Answer or other responsive pleading is filed  
16 herein on or before three (3) days from the date of this Notice.

17 Dated this 7th day of March, 2017.

18 */s/ Nona Tobin* \_\_\_\_\_

19 NONA TOBIN, Trustee

20 Gordon B. Hansen Trust, Dated 8/22/08

21 2664 Olivia Heights Avenue

22 Henderson NV 89052

23 Phone: (702) 465-2199

24 nonatobin@gmail.com

*Defendant-in-Intervention, Cross-Claimant*

*In Proper Person*

1 **CERTIFICATE OF SERVICE**

2 I, NONA TOBIN, hereby certify that on this 7<sup>th</sup> day of March, 2017, I served the attached  
3 THREE DAY NOTICE OF INTENT TO TAKE DEFAULT, to all parties via the Court's  
4 Wiznet electronic filing and e-mail service system.

5 /s/ Nona Tobin  
6 NONA TOBIN, Cross-claimant

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# EXHIBIT D

# EXHIBIT D

1 MICHAEL R. MUSHKIN  
Nevada Bar No. 2421  
2 L. JOE COPPEDGE  
Nevada Bar No. 4954  
3 MUSHKIN CICA COPPEDGE  
4 4475 S. Pecos Road  
Las Vegas, NV 89121  
5 Telephone: 702-386-3999  
6 Facsimile: 702-454-3333  
Michael@mushlaw.com  
7 Joe@mushlaw.com

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

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

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

15 Plaintiff,

16 vs.

BANK OF AMERICA, N.A

17 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  
27 the GORDON B. HANSEN TRUST, Dated  
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.

14 20. NRS 116.31031, SCA CC&RS 7.4, and SCA bylaws 3.26 and 3.20/3.18 (i) are applicable  
15 whenever the SCA Board enforces the governing documents or proposes to impose a sanction  
16 against an owner for **any** alleged violation of the governing documents.

18 21. These provisions delineated the notice and other due process requirements that limit the  
19 SCA Board's authority and prohibit the Board's unilateral position of sanctions without the  
20 Board following specific steps.

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".

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.

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 **2. Notice of Violation Hearing – must be certified and provide these specific notices**

- 20 a. What rule was allegedly violated  
21 b. The alleged facts  
22 c. What the owner can do to correct the violation  
23 d. How long the owner has to correct to avoid the Board imposing the next  
24 enforcement step;  
25 e. How many days the owner gets to correct the alleged violation  
26 f. If the owner doesn't fix it, the Board must identify  
27 a. "any and all fines that may be imposed"  
28 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  
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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  
22 69. See exhibit for [other documentation](#) that BANA did not notify Hansen's estate who the  
23 beneficiary was after the false affidavit was recorded on April 12, 2012, when it verbally  
24 "closed the file" on Tobin's Deed in Lieu offer, or when servicing, but not ownership, was  
25 transferred to Nationstar, effective December 1, 2013.

26  
27 70. Nationstar NSM0266-7 does not identify the beneficiary when Nationstar became the  
28 servicing bank, but it wrongly identifies the First Union National Bank as Trustee. (Note that

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**

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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.

\_\_\_\_\_