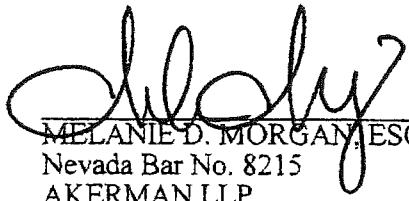



1 Mortgage LLC ("Nationstar"), by and through their counsel of record, hereby stipulate and agree
2 as follows:

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

7 DATED this 10th day of April, 2019.

DATED this 10th day of April, 2019.

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

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

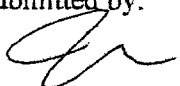
14 **ORDER**

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

16 **IT IS SO ORDERED** that the hearing on Nationstar Mortgage LLC.'s Motion for
17 Summary Judgment, which is presently scheduled for April 23, 2019 at 9:00 a.m., shall be
18 continued to May 7, 2019 at 9:30 a.m. *In granting this stipulation the parties*

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

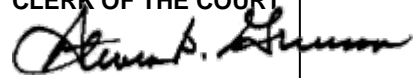
20 
21 DISTRICT COURT JUDGE

22
23 Respectfully submitted by:
24 
25 JOSEPH Y. HONG, Esq.
26 Nevada Bar No. 5995
27 1980 Festival Plaza Dr., Suite 650
28 Las Vegas, Nevada 89135
Attorney for Jimijack Irrevocable Trust

*the May 28, 2019 trial stack as
set forth in the Trial Order and
the parties must otherwise
comply with all other
pre-trial and trial dates
and requirements of the
Reply is due in
accordance with NRC P 6
and the EDC R. 10*

EXHIBIT 8

EXHIBIT 8



1 **OPPC**

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

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

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

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

15 vs.

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

18

NATIONSTAR MORTGAGE, LLC,
19 Counter-Claimant,

20 Vs.

21 JIMI JACK IRREVOCABLE TRUST;
22 Counter-Defendant

23

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

26 Cross-Claimant,

27 vs.

28 JOEL A. STOKES and SANDRA F.
STOKES, as trustees of the JIMI JACK
IRREVOCABLE TRUST; SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
INC., Yuen K. Lee, an individual, d/b/a
Manager, F. Bondurant, LLC, and DOES 1-
10 AND ROE CORPORATIONS 1-10,
inclusive

Cross-Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

TOBIN OPPOSITION TO
NATIONSTAR MOTION FOR
SUMMARY JUDGMENT AGAINST
JIMI JACK AND COUNTER MOTION
FOR SUMMARY JUDGMENT

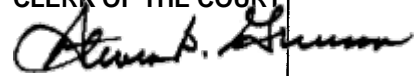
HEARING REQUESTED IN
CONJUNCTION WITH HEARING FOR
NATIONSTAR MSJ SCHEDULED:

APRIL 23, 2019 9:30 AM

HEARING: APRIL 23, 2019 9:30 AM

EXHIBIT 9

EXHIBIT 9



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

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

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

15 Plaintiffs,
16 vs.

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

19 NATIONSTAR MORTGAGE, LLC,

20 Counter-Claimant,
21 vs.

22 JIMIACK IRREVOCABLE TRUST,

23 Counter-Defendant.

24
25 CAPTION CONTINUES BELOW
26
27
28

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

Department: XXXI

Hearing Requested

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

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

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

4 Counter-Claimant,

5 vs.

6 JOEL A. STOKES and SANDRA F.
7 STOKES, as trustees of the JIMI JACK
8 IRREVOCABLE TRUST, SUN CITY
9 ANTHEM COMMUNITY ASSOCIATION,
10 INC., YUEN K. LEE, an Individual, d/b/a
11 Manager, F. BONDURANT, LLC, DOES 1-
12 10, AND ROE CORPORATIONS 1-10,
13 inclusive,

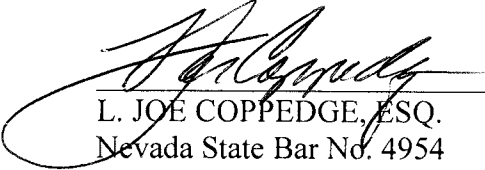
14 Counter-Defendants.

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

18 The law firm of Mushkin Cica Coppedge, by and through their undersigned counsel,
19 hereby move this Honorable Court for an Order allowing the law firm of Mushkin Cica
20 Coppedge to withdraw as counsel of record for Nona Tobin, an individual ("Tobin"). This
21 Motion is made and based upon the pleadings and papers of file herein, the Memorandum of
22 Points and Authorities, the Declaration of Counsel, and any oral argument which may be
23 deemed necessary by the Court upon the hearing of the instant Motion.

24 DATED this 12 day of June, 2019

25 MUSHKIN • CICA • COPPEDGE

26 
27 L. JOE COPPEDGE, ESQ.
28 Nevada State Bar No. 4954
4495 S. Pecos Road
Las Vegas, Nevada 89121

1 **ORDER SHORTENING TIME**

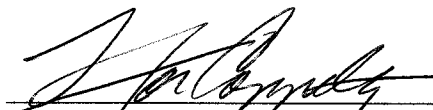
2 With good cause appearing therefore:

3 IT IS HEREBY ORDERED that the foregoing **Motion to Withdraw as Counsel of**
4 **Record for Nona Tobin, an Individual, on Order Shortening Time** shall be heard in the
5 above-entitled proceeding on the 9 day of July, 2019, at 9:00 A.m., in Department
6 XXIV of the Eighth Judicial District Court of the State of Nevada, in and for the County of
7 Clark, located at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89101.

8 DATED this 14 day of June, 2019.

9
10 
11 DISTRICT COURT JUDGE

12 *Respectfully Submitted By:*
13 MUSHKIN · CICA · COPPEDGE

14 
15 MICHAEL R. MUSHKIN, ESQ.
16 Nevada State Bar No. 2421
17 L. JOE COPPEDGE, ESQ.
18 Nevada State Bar No. 4954
19 4495 South Pecos Road
20 Las Vegas, NV 89121

Motion must be filed/served by: 6/18/19 @ 12pm
Opposition must be filed/served by: 6/26/19 @ 12pm
Reply must be filed/served by: 7/2/19 @ 12pm
Please provide courtesy copies to Chambers upon filing.

21 **DECLARATION OF COUNSEL**

22 Declarant, upon penalty of perjury, states as follows:

23 1. I am an attorney licensed to practice law in the State of Nevada and I am an
24 attorney at Mushkin Cica Coppedge, which currently represents Counterclaimant Nona Tobin,
25 as Trustee of the Gordon B. Hansen Trust dated 8/22/08 (the "Client") and Nona Tobin
26 ("Tobin") in Eighth District Court Case No. A-15-720032-C Consolidated with A-16-730078-
27 C;

28 2. I have personal knowledge of the following matters and believe that the

1 following assertions are true to the best of my knowledge and belief;

2 3. In this case, Nona Tobin has requested that the law firm of Mushkin Cica
3 Coppedge immediately withdraw from her representation as an individual, to the extent our firm
4 represents her in that capacity;

5 4. Given the express instructions to withdraw, good cause for withdrawal exists;

6 5. I believe that withdrawal may be accomplished without material adverse effect
7 on the interests of the Client or Tobin and withdrawal will not result in any delay of any matter
8 if this Motion is granted;

9 6. Since Ms. Tobin has instructed us to withdraw immediately, there is insufficient
10 time to have this matter heard in the ordinary course. As a result, Declarant respectfully requests
11 that the Court set an expedited hearing on Motion to Withdraw as Counsel of Record for Nona
12 Tobin, an Individual, on Order Shortening Time on a shortened time basis at the earliest
13 available date;

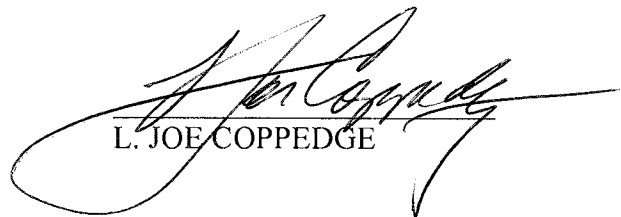
14 7. For the reasons stated above, I believe that the law firm of Mushkin Cica
15 Coppedge should be permitted to withdraw as counsel of record for Tobin, as an individual;

16 8. It is my intent to have Tobin served with a copy of this motion as soon as it is
17 filed and calendared for hearing at her last known address; and

18 9. Tobin may also be served with notice of further proceedings at her last known
19 address of 2664 Olivia Heights Avenue, Henderson, Nevada 89052 Tobin's last known
20 telephone number is 702-465-2199, and Tobin's last known email address is
21 nonatobin@gmail.com.

22 Declarant states under penalty of perjury that the foregoing is true and correct.

23 Dated this 12 day of June, 2019.

24
25
26 
27 L. JOE COPPEDGE
28

1 **POINTS AND AUTHORITIES**

2 Rule 7.40 of the Eighth Judicial District Court Rules provides that when an attorney has
3 appeared in an action on behalf of a party, the attorney may withdraw from representing that
4 party only upon order of the court, granted upon written motion. Rule 7.40 provides, in
5 pertinent part:

6 Appearances; substitutions; withdrawal or change of attorney.

7 * * *

8 (b) Counsel in any case may be changed only:

9 * * *

10 (2) When no attorney has been retained to replace the
11 attorney withdrawing, by order of the court, granted upon
12 written motion, and

13 (i) If the application is made by the attorney,
14 the attorney must include in an affidavit the
15 address, or last known address, at which the client
16 may be served with notice of further proceedings
17 taken in the case in the event the application for
18 withdrawal is granted, and the telephone number,
19 or last known telephone number, at which the
20 client may be reached and the attorney must serve
21 a copy of the application upon the client and all
22 other parties to the action or their attorneys, or

23 * * *

24 (c) No application for withdrawal or substitution may be
25 granted if a delay of the trial or of the hearing of any other matter
26 in the case would result.

27 Rule 1.16 of the Nevada Rules of Professional Conduct further provides, in pertinent
28 part:

29 NRPC 1.16. Declining or Terminating Representation.

30 (a) Except as stated in paragraph (c), a lawyer shall not
31 represent a client or, where representation has commenced, shall
32 withdraw from the representation of a client if:

33 * * *

34 (3) The lawyer is discharged.

35 * * *

36 (b) Except as stated in paragraph (c), a lawyer may withdraw
37 from representing a client if:

1 (1) Withdrawal can be accomplished without material
adverse effect on the interests of the client;

* * *

2 (7) Other good cause for withdrawal exists.

3 (c) A lawyer must comply with applicable law requiring notice
4 to or permission of a tribunal when terminating representation.
5 When ordered to do so by a tribunal, a lawyer shall continue
6 representation notwithstanding good cause for terminating the
7 representation.

8 (d) Upon termination of representation, a lawyer shall take
9 steps to the extent reasonably practicable to protect a client's
10 interests, such as giving reasonable notice to the client, allowing
11 time for employment of other counsel, surrendering papers and
12 property to which the client is entitled and refunding any advance
13 payment of fee or expense that has not been earned or incurred.
14 The lawyer may retain papers relating to the client to the extent
15 permitted by other law.

16 In this case, Nona Tobin ("Tobin"), as an individual, has requested that the law firm of
17 Mushkin Cica Coppedge withdraw. As a result, good cause for the withdrawal exists.

18 In meeting the aforementioned requirements, counsel will serve Tobin and opposing
19 counsel with a copy of this Motion. Counsel has included in the attached affidavit the address at
20 which Tobin may be served with notice of all further proceedings in this case. Tobin's last
21 known address, phone number and email address have also been provided. Having complied
22 with Rule 7.40 of the Eighth Judicial District Court Rules, Rule 1.16 of the Nevada Rules of
23 Professional Conduct, and because of the reasons set forth in the attached Declaration of
24 Counsel, both L. Joe Coppedge, Esq. and the law firm of Mushkin Cica Coppedge request that
25 this Court enter its Order withdrawing them as attorneys of record for Nona Tobin, an
26 Individual.

27 No delay of any matter will result if this Motion is granted.

28 WHEREFORE, for the reasons set forth above and in the attached Declaration of
Counsel, L. Joe Coppedge, Esq. and the law firm of Mushkin Cica Coppedge respectfully

///

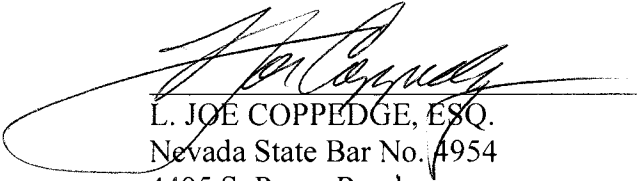
///

///

1 request that this Court enter an order allowing Michael R. Mushkin, L. Joe Coppedge and the
2 law firm of Mushkin Cica Coppedge to withdraw as counsel of record for Nona Tobin, an
3 Individual.

4 DATED this 12 day of June, 2019

5 MUSHKIN • CICA • COPPEDGE

6
7 
8 L. JOE COPPEDGE, ESQ.
9 Nevada State Bar No. 4954
4495 S. Pecos Road
Las Vegas, Nevada 89121

10
11
12
13 **CERTIFICATE OF SERVICE**

14 I hereby certify that the foregoing **Motion to Withdraw as Counsel of Record for**
15 **Nona Tobin, an Individual, on Order Shortening Time** was submitted electronically for
16 filing and/or service with the Eighth Judicial District Court on this ____ day of June, 2019.
17 Electronic service of the foregoing document shall be upon all parties listed on the Odyssey
18 eFileNV service contact list:

19
20
21 _____
22 An Employee of
23 MUSHKIN CICA COPPEDGE
24
25
26
27
28

EXHIBIT 10

EXHIBIT 10



Nona Tobin <nonatobin@gmail.com>

Re: Service

1 message

Nona Tobin <nonatobin@gmail.com>

Tue, Jun 18, 2019 at 10:01 AM

To: Karen Foley <KFoley@mccnvlaw.com>, Joe Coppedge <joe@mushlaw.com>

I have been in San Jose since last Friday and I won't be back home until tomorrow night late. My brother is driving me and I'll be in the mountains Coarse Gold CA overnight. So I don't know what to do. Besides, I have Jury duty on July 9.

Plus it makes n sense to have a hearing. My complaint is SCA forced me to have an attorney by lying about the court record.

On 4/27/17 the judge denied their motion to dismiss me as an individual for no attorney and then the court never ruled about the trust because it was moot - I already had transferred the title into my name as an individual and told Ochoa in 3/27/17 email. I had also ut in my 4/5/17 opposition on p. 10 that it was moot because Steve Hansen disclaimed hs interest and was the sole member of the trust, the sole beneficiary.

On 3/27/17 as trustee, I moved the GBH Trust's only asset out of the trust. The recorded statement of value on 3/28/17 shows that the trust was closed because it was empty. A trust has to have assets to exist. See [NRS 163.187](#)

Notice to move for 11b sanctions - this is an essential part of my case and why the attorneys are trying to silence me This whole three years (my first filing into the other case was 7/29/16) was caused by Ochia obstructing the Board's investigating and approve my settlement offer. Ochoa would have been directed to not oppose my March 3, 2017 motion to void the sale and the case would have been over before I was elected to the Board. Ochoa's protecting Red Rock is a violation of hs duty to Sun City Anthem, by telling the Board that they have to let SCA's agents and attorneys control all the money and all the records and then Ochoa lied to the court about what they are doing. Ochoa even disclosed the 2007 Red Rock contract instead of the 4/26/12 contract because the 2007 contract allowed Red Rock to shove the attorney fees onto SCA. the 2012 contract says what they are doing is wrong. Red Rock has to indemify SCA and py all the settlements and insurance litigators etc to defend itself. Red Rock has controlled Ocha and not the SCA Board, but the Board has been told the owners have to foot the bill. The Board is violating its duty to me as an SCA member because it is letting the get away with it.

I got my MINV in late last night, but I need to re-do the TOC and BATES numbers on the exhibits. I just wanted the judge to see that if she would only use the PFFCLs Joe submitted and exclude the ones Hong turned in two days late, then the interests of both Tobin as individual as trustee would be protected and the case could be closed.

Otherwise, I am forced to appeal everything, move for 11b sanctions on all opposing counsels and initiate a rule 23.1 derivative suit against SCA.

Her choice. June 21. Do the right thing. That's my message.

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

On Tue, Jun 18, 2019 at 9:28 AM Karen Foley <KFoley@mccnvlaw.com> wrote:

Nona,

Per the Judge's Order on the Order Shortening Time we need to have you served by noon today. If you could contact Legal Wings that left you a voicemail and a notice on your door to let them know where and when they can serve you with the OST.

TOBIN. 2713

Thank you,

Karen L. Foley

Legal Administrator/Case Manager

MUSHKIN • CICA • COPPEDGE

4495 South Pecos Rd

Las Vegas, NV 89121

Tel. No. (702) 454-3333

Fax No. (702) 386-4979

CONFIDENTIALITY NOTICE: The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it. Thank you.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that, to the extent this communication (or any attachment) addresses any tax matter, it was not written to be (and may not be) relied upon to (i) avoid tax-related penalties under the Internal Revenue Code, or (ii) promote, market or recommend to another party any transaction or matter addressed herein (or in any such attachment).

EXHIBIT 11

EXHIBIT 11



Nona Tobin <nonatobin@gmail.com>

RE: June 3 Calendar Call and June 5 Trial minutes in case A-15-720032-C contain significant errors

1 message

Cordoba-Wheeler, Tracy <cordt@clarkcountycourts.us>
To: Nona Tobin <nonatobin@gmail.com>

Wed, Jun 19, 2019 at 8:30 AM

Ms. Tobin,

As this communication would be considered ex parte communication, it will not be provided to the Court.

In order to avoid the appearance of any ex parte communication by any party, please be sure to copy all parties on any and all correspondence to the Court. Please fax (702-366-1412), not to exceed 15 pages, mail, or hand-deliver (to the department inbox) any correspondence to the Court ensuring all parties are copied on said correspondence. Additionally, please also ensure that you comply with the EDCR including, but not limited to, EDCR 2.22, 7.25, 7.26, and 7.74 as emailed communications are not responded to unless otherwise ordered by the Court and unless copied to all parties.

Please be advised that we are unable to provide any legal advice.

TRACY L. CORDOBA-WHEELER*Judicial Executive Assistant to****JUDGE JOANNA S. KISHNER******DISTRICT COURT – DEPT. 31******CHAMBERS: 702-671-3634******FAX: 702-366-1412*****From:** Nona Tobin [mailto:nonatobin@gmail.com]**Sent:** Wednesday, June 19, 2019 5:33 AM**To:** Cordoba-Wheeler, Tracy**Subject:** June 3 Calendar Call and June 5 Trial minutes in case A-15-720032-C contain significant errors

Hi Tracy,

Could you please let Judge Kushner know immediately that the [June 5 minutes incorrectly report](#) that **none** of the parties timely submitted the Proposed Findings of Fact and Conclusions of Law (PFFCL) that were due on June 3.

The [PFFCL for the Gordon B. Hansen Trust](#) was timely submitted as can be seen by the court's e-service stamp. (A version of the GBH Trust PFFCL in MS Word format is attached for the convenience of the Court.)

TOBIN. 2716

The [untimely \(June 5\) Jimijack/Lee PFFCL](#) was not submitted two days before the trial as required by Dept. XXXI Bench Trial Handout/Procedure for Counsel. The court's stamp shows 3:20 PM,, with service at 3:23 PM more than three hours **after** the first day of trial ended.

Also, please note that Gordon B. Hansen Trust was the only party that complied with requirement of a Pre-trial memo, and it was served on all parties the day of the calendar call.

[June 3 Court minutes](#) for the calendar call identified violations of EDCR 2.67, 2.68, 2.69 by the attorneys for all parties for which NRCP 11 sanction (no exhibits admitted to trial) for the GBH Trust and Jimijack/Lee attorneys not having the EDCR 2.67 pre-trial meeting to exchange exhibits, for no joint pre-trial memo, not making pre-trial disclosures and not having trial exhibits.

In fact, counsel for the Gordon B. Hansen Trust had properly indexed binders of exhibits with him at the Calendar Call as required by Dept. XXXI Bench Trial rules and compliant with EDCR 2.69. Further, the GBH Trust had many pre-trial disclosures during discovery and Jimijack/Lee had none.

The fact that Gordon B. Hanse Trust did comply with these requirements while Jimijack and Lee did not, is not accurately reflected in the minutes.

Nor is there any reference in the minutes to a fact, important to my motion to intervene as an individual, that the Court refused to grant me requested leave to address the Court pursuant to EDCR 7.40(a) "The court in its discretion may hear a party in open court although the party is represented by counsel" or that the Court refused to accept the EDCR 2.67 individual Pre-trial memo supplement I had prepared because Jimijack's/Lee's attorney Hong had refused to meet to prepare a joint pre-trial memo.

This is a [link to a 5/16/19 email to the Jimijack/Lee attorney Hong to schedule](#) it. The email in the link is one of three failed attempts I can personally testify to, that received no response..

In four years of litigation, Jimijack/Lee have **never entered any evidence** into the court record to support their claims. The minutes of both the Calendar Call and the Pre-Trial Conference that Jimijack/Lee had no exhibits planned for trial and that their entire case relied on the April 18, 2019 order that granted the Sun City Anthem Motion for summary judgment and the Nationstar Joinder thereto .

Jimijack/Lee benefitted from Hong's evasion of the EDCR 2.67 pre-trial meeting to exchange exhibits.. The minutes do not reflect the fact that the NRCP 11 sanctions for the errors and omissions of the attorneys for all parties in fact only sanctioned party Nona Tobin, as Trustee of the Gordon B. Hansen Trust, and non-party Nona Tobin, an individual.

It is my hope that these errors can be corrected prior to the issuance of the June 5 trial order, anticipated on June 21, and ideally render moot my recent Pro Se motion to intervene as an individual moot and to avoid the necessity of expensive appeals.

Thank you for your assistance in this matter.

Nona Tobin

TOBIN. 2717

(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

EXHIBIT 12

EXHIBIT 12



Nona Tobin <nonatobin@gmail.com>

DECL plus exhibits

1 message

Nona Tobin <nonatobin@gmail.com>

Thu, Jun 20, 2019 at 4:15 PM

To: Joe Coppedge <jcoppedge@mccnvlaw.com>, Karen Foley <karen@mushlaw.com>

I'm sending it in word as well in case anything needs to be changed. I just want the Court to consider it before ruling on the trial.

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

5 attachments

 **190620 DEC Ex 1-6.pdf**
864K

 **190620 DECL Exhibits 7-10.pdf**
2164K

 **190620 DECL Ex 11-17.pdf**
5095K

 **190620 DECL TOBIN.docx**
153K

 **190620 DECL TOBIN.pdf**
212K

EXHIBIT 13

EXHIBIT 13



Nona Tobin <nonatobin@gmail.com>

Jimijack-Nationstar collusion should not be tolerated by this court

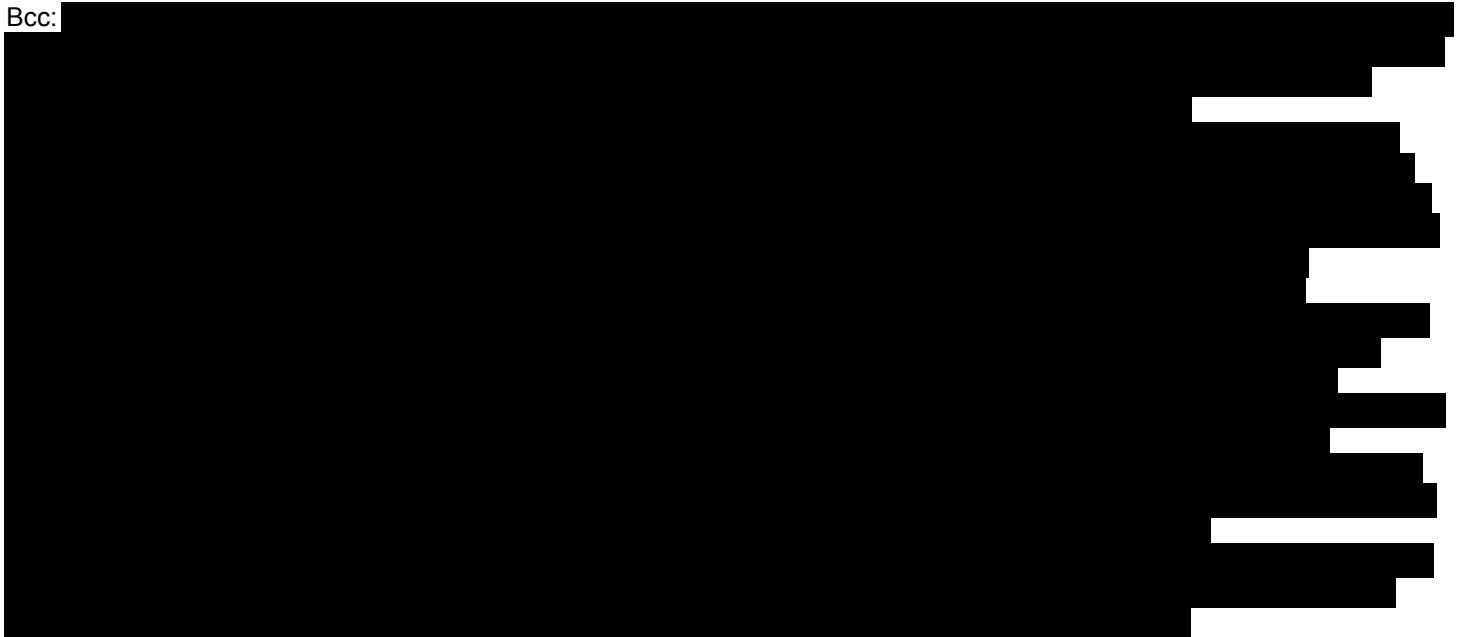
1 message

Nona Tobin <nonatobin@gmail.com>

Fri, Jun 21, 2019 at 9:37 AM

To: Joe Coppedge <joe@mushlaw.com>, Karen Foley <karen@mushlaw.com>, David Ochoa <dochoa@lipsonneilson.com>, elizabeth.streible@akerman.com, donna.wittig@akerman.com, melanie.morgan@akerman.com, Karen Foley <kfoley@mccnvlaw.com>, Joe Coppedge <jcoppedge@mccnvlaw.com>, ascott-johnson@lipsonneilson.com, cordt@clarkcountycourts.us

Bcc:



If, despite the fact this is not ex-parte and it is being sent to all attorneys via this email, the email has to come from the Mushkin law firm, instead of from me, Nona Tobin, individual non-party, Pro Se, then I request that the Mushkin firm put whatever cover memo is required to make the format acceptable to the Court. Whatever - just so **the judge sees it before she issues the June 5 trial order.**

This message is being sent to the Dept. 31 JEA Tracy Cordoba-Wheeler, and attorneys Akerman LLP (AkermanLAS@akerman.com) (elizabeth.streible@akerman.com) Donna Wittig (donna.wittig@akerman.com) Melanie Morgan (melanie.morgan@akerman.com) (kfoley@mccnvlaw.com) L. Joe Coppedge (jcoppedge@mccnvlaw.com) "Joseph Y. Hong, Esq." . (yosuphonglaw@gmail.com) Ashley Scott-Johnson . (ascott-johnson@lipsonneilson.com) David Ochoa . (dochoa@lipsonneilson.com)

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TOBIN. 2722

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Trading between themselves what I say belongs to me

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My claims have never been heard on their merits

I've been making the claim for three years that JJ has the house that should never have been sold by SCA's

Jimijack had possession and had collected rents without paying a mortgage for five years. For the last three years, I've been trying to get the title back by getting the sale voided because Red Rock sold it without any notice to me after NSM refused to close escrow on a www.auction.com sale (\$367.5K on 5/8/14) because Red Rock refused NSM's super-priority tender without telling me or the Board (and then lying about it in the SCA MSJ). Red Rock sold it when I had a \$358,800 new offer pending NSM getting the beneficiary's approval and right after I threatened to pull it off the market and rent it myself if NSM didn't identify the beneficiary that had screwed up four legitimate FMV sales.

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Jimijack didn't have legitimate deed, but got away with the court not ruling on it by making sure that my claim that my [3/28/17 deed](#) was superior was never adjudicated by a trial.

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2. Jimijack transferred all its interests to Joel Stokes as an individual in a [deed recorded on 5/1/19](#) before my claims were adjudicated and before making a deal with NSM

Nationstar (NSM) does not own the beneficial interest of the disputed loan.

NSM using this process and Jimijack to fraudulently claim that a \$389,000 debt is owed to it on a loan that actually was securitized out of existence.

1. [NSM does not hold the original note](#) and so has no legitimate claim that a debt is owed to it.
2. [on 3/8/19 NSM rescinded its only recorded claim \(12/1/14\)](#) to own the beneficial interest of the DOT

NSM blocked the sale being voided and title returned to me

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4. **The only reason NSM worked so hard to get rid of me was because Jimijack would make a deal and NSM knew there is no evidence in the record or in the world that gives NSM standing to foreclose.**

Here's what the judge can do to fix this NOW.

Take judicial notice that the [June 5 minutes incorrectly report](#) that **none** of the parties timely submitted the Proposed Findings of Fact and Conclusions of Law (PFFCL) that were due on June 3.

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The fact that Gordon B. Hanse Trust did comply with these requirements while Jimijack and Lee did not, is not accurately reflected in the minutes.

Nor is there any reference in the minutes to a fact, important to my motion to intervene as an individual, that the Court refused to grant me requested leave to address the Court pursuant to EDCR 7.40(a) "The court in its discretion may hear a party in open court although the party is represented by counsel" or that the Court refused to accept the EDCR 2.67 individual Pre-trial memo supplement I had prepared because Jimijack's/Lee's attorney Hong had refused to meet to prepare a joint pre-trial memo.

This is a [link to a 5/16/19 email to the Jimijack/Lee attorney Hong to schedule](#) it. The email in the link is one of three failed attempts I can personally testify to, that received no response..

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Jimijack/Lee benefitted from Hong's evasion of the EDCR 2.67 pre-trial meeting to exchange exhibits.. The minutes do not reflect the fact that the NRCP 11 sanctions for the errors and omissions of the attorneys for all parties in fact only sanctioned party Nona Tobin, as Trustee of the Gordon B. Hansen Trust, and non-party Nona Tobin, an individual.

It is my hope that these errors can be corrected prior to the issuance of the June 5 trial order, anticipated today, and ideally render moot my recent Pro Se motion to intervene as an individual moot and to avoid the necessity of expensive appeals and further investigation by Federal and State authorities.

Procedural history of manipulation and deceit

Here's the long and winding road of the procedural history of this case that shows how NSM and Jimijack, with the witting or unwitting assistance of the Court and SCA, pulled this off.

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3. 1/11/16 NSM sued Opportunity Homes, the alleged purchaser at the HOA sale, but did not sue Jimijack or F. Bondurant that both had recorded deeds 6/9/15 recorded deed
4. JJ never filed any claims against NSM.
5. NSM never filed any claims against me or against SCA
6. SCA never filed any claims against me as an individual or as a trustee
7. On 2/5/19 SCA entered a motion for summary judgment against NT, as trustee, not against NT, the individual
8. **SCA's MSJ was filed for an improper purpose** and I am giving notice that I am going to move the court for Rule 11 b sanctions for this as it was full of false statements, known to be false, based solely on the Red Rock file, and not on SCA's official records, and the only purpose of this motion was to get rid of me. There is nothing good accomplished by that motion It creates more bad case law. It **covers up the known facts** that SCA's debt collectors are not distributing the proceeds from the foreclosures as required by law, they are forcing SCA homeowners to pay the litigation costs to defend against Red Rock's wrongdoing. SCA attorneys (who do not report to the SCA Board, only to the insurance company, if anyone) are helping them do it by concealing the 4/26/12 Red Rock contract that requires Red Rock to indemnify SCA. The attorney arguments were accepted as fact, and the official records of the SCA and NRED were concealed or misrepresented.
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10. SCA and NSM should be neutral in a quiet title dispute between two individual parties, but were not. Everything SCA and NSM have done helped Jimijack, and they manipulated the Court to help them.
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14. On 3/21/19 NSM dismissed its claims for unjust enrichment in an MSJ against JJ which would not have been necessary if title had been quieted to me, as JJ could have been made to give NSM part of five years of rent to **TOBIN. 2724**

6/21/2019

Gmail - Jimijack-Nationstar collusion should not be tolerated by this court

compensate NSM, the servicing bank, for paying the taxes these five years since the sale.
15.

On 5/31/19 PLDG (Unknown code) filed SAO 5/31/19 4:19 PM

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

TOBIN. 2725

EXHIBIT 14

EXHIBIT 14



Nona Tobin <nonatobin@gmail.com>

RE: Jimijack-Nationstar collusion should not be tolerated by this court

1 message

Cordoba-Wheeler, Tracy <cordt@clarkcountycourts.us>
To: Nona Tobin <nonatobin@gmail.com>

Fri, Jun 21, 2019 at 10:53 AM

Ms. Tobin,

In order to avoid the appearance of any ex parte communication by any party, please be sure to copy all parties on any and all correspondence to the Court. Please fax (702-366-1412), not to exceed 15 pages, mail, or hand-deliver (to the department inbox) any correspondence to the Court ensuring all parties are copied on said correspondence. Additionally, please also ensure that you comply with the EDCR including, but not limited to, EDCR 2.22, 7.25, 7.26, and 7.74 as emailed communications are not responded to unless otherwise ordered by the Court and unless copied to all parties.

Please be advised that we are unable to provide any legal advice.

TRACY L. CORDOBA-WHEELER

Judicial Executive Assistant to

JUDGE JOANNA S. KISHNER

DISTRICT COURT – DEPT. 31

CHAMBERS: 702-671-3634

FAX: 702-366-1412

From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Friday, June 21, 2019 9:38 AM

To: Joe Coppedge; Karen Foley; David Ochoa; elizabeth.streible@akerman.com; donna.wittig@akerman.com; melanie.morgan@akerman.com; Karen Foley; Joe Coppedge; ascott-johnson@lipsonneilson.com; Cordoba-Wheeler, Tracy

Subject: Jimijack-Nationstar collusion should not be tolerated by this court

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Melanie Morgan (melanie.morgan@akerman.com)

(kfoley@mccnvlaw.com)

L. Joe Coppedge (lcoppedge@mccnvlaw.com)

TOBIN. 2727

"Joseph Y. Hong, Esq." . (yosuphonglaw@gmail.com)
 Ashley Scott-Johnson . (ascott-johnson@lipsonneilson.com)
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TOBIN. 2728

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On [5/31/19 PLDG \(Unknown code\)](#) filed SAO 5/31/19 4:19 PM

TOBIN. 2730

Nona Tobin

(702) 465-2199

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EXHIBIT 15

EXHIBIT 15

A-15-720032-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

June 21, 2019

A-15-720032-C Joel Stokes, Plaintiff(s)
vs.
Bank of America NA, Defendant(s)

June 21, 2019

3:00 AM

Decision

HEARD BY: Kishner, Joanna S.

COURTROOM: Chambers

COURT CLERK: Michaela Tapia

JOURNAL ENTRIES

- Decision made - Order filed separately.

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

PRINT DATE: 06/21/2019

Page 1 of 1

Minutes Date: June 21, 2019

TOBIN. 2733

ATTACHMENT B
NONA TOBIN DECLARATION
MADE JUNE 20, 2019
UNDER PENALTY OF PERJURY

TO PROVIDE THE COURT
WITH INFORMATION NEEDED
PRIOR TO ISSUING THE JUNE 5 TRIAL ORDER

ATTACHMENT B

1
2 **DECLARATION OF NONA TOBIN**

3
4 Nona Tobin, under penalty of perjury, states as follows:

5 I have personal knowledge of the facts stated herein, except for those facts stated to be
6 based upon information and belief. If called to do so, I would truthfully and competently testify
7 to the facts stated herein, except those facts stated to be based upon information and relief.

8 This declaration is made to ensure that the Court is fully informed prior to rendering a
9 decision and issuing the final order from the June 5 trial adjudicating **solely** the claims of:

10 *Nona Tobin, as trustee of the Gordon B. Hansen Trust, dated 8/22/08 vs. Joel and Sandra*
11 *Stokes, as trustees of the Jimijack Irrevocable Trust and Yuen K. Lee, an Individual,*
12 *and F. Bondurant, LLC*

13 **Purpose of this Declaration prior to the issuance of the June 5 trial order**

14 1. False statements by attorneys and unwarranted, improper pleadings have misinformed
15 the Court to such an extent that even-handed, evidence-based adjudication of the quiet title
16 dispute between me and Hong's clients has been rendered nearly impossible.

17 2. If the errors identified herein can be noted and incorporated into an equitable trial order,
18 anticipated on June 21, my recent Pro Se motion to intervene as an individual could be rendered
19 moot as this Court's involvement in this case would be over.

20 3. I believe the best opportunity for finalizing my title dispute against Hong's clients' case
21 is **now**, instead of through a lengthy, expensive appeal process, is for the Court to consider the
22 following facts prior to issuing the June 5 trial order:

23 **April 23 Rulings against me were Ex-Parte due to Hong's serving notice of continuance**

24
25
26 1. The Court erroneously made rulings to declare all my Pro Se filings "rogue" and stricken
27 from the record **Ex-Parte** on April 23, 2019. See Exhibit 5

1 2. Neither counsel of record (Coppedge) nor I had any notice that the Court would convene
2 the April 23 hearing on the NSM MSJ vs. Jimijack and my Pro Se Opposition to NSM's MSJ
3 vs. Jimijack and my countermotion for summary judgment against Jimijack despite the Court
4 having ordered the April 23 hearing continued to May 7 2019.

5
6 3. Attorney Hong's sent out two notices that the April 23 hearing had been continued to
7 May 7. See 4/15/19 SAO and 4/22/19 NTSO. (MINV0051- MINV0052 and MINV046-
8 MINV0047). (The MINV numbers are from the exhibits to the June 17 2019 motion to intervene
9 that are just sequentially BATES numbered from 1 to 400 or so.)

10
11 **June 5 Trial minutes contain significant errors that negatively impact me**

12 4. The June 5 minutes (Exhibit 1) incorrectly report that **none** of the parties timely
13 submitted the Proposed Findings of Fact and Conclusions of Law (PFFCL) that were due on
14 June 3.

15 5. The PFFCL for the Gordon B. Hansen Trust was timely submitted as can be seen by the
16 court's e-service stamp. See Exhibit 2. (Note: A MS Word version of the GBH Trust PFFCL has
17 been submitted via email to JEA Cordoba for the convenience of the Court.)

18
19 6. See Exhibit 3 shows how untimely Jimijack/Lee PFFCL was. Without getting leave from
20 the Court, Hong missed the deadline, defined in *Dept. 31 Bench Trial Handout/Procedure for*
21 *Counsel*, that required the PFFCL must be submitted two days before the trial. The court's stamp
22 shows June 5 3:20 PM, with service at 3:23 PM, more than three hours **after** the first day of trial
23 ended. So, only one party timely submitted the PFFCL, but this is not reflected in the minutes.

24
25 7. Also, please note that Gordon B. Hansen Trust was the only party that complied with
26 requirement of an individual Pre-trial memo, necessary because of Hong's unwillingness to meet
27 regarding exhibits, and it was served on all parties June 3, the day of the calendar call.
28

1 8. June 3 Court minutes (Exhibit 4) for the calendar call notes the Court's ruling to exclude
2 Tobin, an individual, as a party:

3
4 Court clarified there is nothing in the record that shows Ms. Tobin as an individual,
5 the Court had asked Mr. Mushkin about this at the last hearing, the intervention
6 motion was granted back in 2016 as Tobin trustee on behalf of the trust, there is
7 nothing in the record that allowed Ms. Tobin to come in as an individual, and a
trustee has to be represented by counsel.

8 9. Minutes from the April 23 ex-parte proceedings show the Court's misunderstanding
9 of the actual Court record was based on false representations made by attorney Hong and
10 not on a review of the Court record. See Exhibit 5

11
12 Mr. Hong stated Mr. Mushkin's office represented Tobin as the trustee for the
13 Hansen Trust, not as an individual. Further, when Ms. Tobin appeared in the case
14 originally, in proper person, the Court advised her she did not have standing
because she was not the trustee.

15 10. The December 20, 2016 and April 27, 2017 minutes show that Hong's recollection
16 misled the Court. See exhibit 6

17 11. NSM attorney and Hong both made false statements at the April 23 ex-parte hearing that
18 resulted in the court's rejecting **unread**, and striking, four significant notices and motions I
19 efiled and served as a Pro Se from Hawaii where I was on vacation from March 27 through
20 April 13.

21 a. April 9 and 12 NOTA Pro Se status,
22 b. April 9 and 12 NOTC of my 2018 completion of mediation, the final four pages of which
23 delineated the **harassment and retaliation** I have been subjected to by SCA attorneys for the
24 two years I've been forced to be a party to this civil action after the attorneys prevented
25 settlement in 2017

26 c. April 12 OPPC opposition to NSM's March 21 MSJ against Jimijack and a
27 counter-motion for summary judgment against Jimijack- with exhibits totaling 245 pages,
28 including March 14 Attorney general complaint against NSM (AG 2-2019)

1 d. April 17 RPLY to OPPC- with authenticated Ombudsman records and SCA official
2 records withheld in discovery – totaling 621 pages

3 12. Without my knowing that the Court had met Ex Parte on April 23 with NSM and
4 Jimijack’s/Lee’s attorneys, on April 24, I filed a motion to vacate the SCA MSJ and NSM
5 Joinder thereto for major evidentiary deficiencies (no supporting affidavits per EDCR 2.21,
6 material facts disputed by authenticated official records, SCA and NSM both concealed official
7 records that refuted their MSJ/joinder claims of undisputed material facts)

8 13. The court did not set a hearing on the motion to vacate nor was a finding or an order ever
9 entered into the record.

10 14. The June 3 Calendar Call minutes (Exhibit 4) cited violations of EDCR 2.67, 2.68, 2.69
11 that existed due to errors by both attorneys: Coppedge (attorney for the GBH Trust) and by
12 Hong, attorneys for Jimijack and Lee) for which the

13 15. NRCP 11 sanction (no exhibits admitted to trial) was imposed for the GBH Trust and
14 Jimijack/Lee attorneys not having the EDCR 2.67 pre-trial meeting to exchange exhibits, for no
15 joint pre-trial memo, not making pre-trial disclosures and not having trial exhibits.

16 16. In fact, counsel for the Gordon B. Hansen Trust had properly indexed binders of exhibits
17 with him at the Calendar Call as required by Dept. 31 Bench Trial rules and was compliant with
18 EDCR 2.69. Further, the GBH Trust had many disclosures during discovery and I personally
19 analyzed the disclosures of all parties in great detail.
20

21 17. Jimijack/Lee has entered nothing into the case record in four years.

22 18. The fact that Gordon B. Hansen Trust did comply with these requirements while
23 Jimijack and Lee did not, is not accurately reflected in the minutes, and so it is difficult to
24 discern how extremely disproportionate the sanction was given the offense was precipitated by
25 Jimijack’s attorney Hong.
26
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1 19. Nor is there any reference in the minutes to a fact, important to my motion to intervene as
2 an individual, that the Court refused to grant me requested leave to address the Court pursuant to
3 EDCR 7.40(a)

4 "The court in its discretion may hear a party in open court although the party
5 is represented by counsel" .

6 20. The minutes can't reflect, but the Court should be aware, that I had prepared the EDCR
7 2.67 individual Pre-trial memo supplement to remedy the problem created by Hong's refusing to
8 meet to prepare a joint pre-trial memo prior to Coppedge's scheduled pre-trial vacation that
9 caused him to arrive at 2 AM on the morning of the calendar call.

10 21. The Court's refusal to accept it or to hear how the EDCR 2.67 problem was created and
11 so Hong's lack of cooperation could result in his client Jimijack being rewarded by my being
12 sanctioned for Jimijack's attorney's unfair tactic.

13 22. Exhibit 7 is a May 16 2019 email to the Jimijack/Lee attorney (Hong) to schedule the
14 ECCR 2.67 meeting that was ignored. The email is one of three failed attempts to arrange the
15 meeting that I can personally testify to, that received no response from Hong.

16 23. In four years of litigation, Jimijack/Lee have **never entered any evidence** into the court
17 record to support any of their claims despite the fact that a great many documents have been
18 disclosed into the case by all the parties that refute Jimijack's title claims completely.

19 24. The minutes of both the Calendar Call and the Pre-Trial Conference show that
20 Jimijack/Lee had no exhibits planned for trial and that **their entire case** relied on the April 18,
21 2019 order that granted the Sun City Anthem Motion for summary judgment and the Nationstar
22 Joinder thereto.

23 25. This extraordinary advantage was compounded by my April 24 Pro Se motion to vacate
24 the April 18 order granting SCA's unwarranted MSJ and NSM's joinder thereto.
25
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1 26. My motion to vacate (MINV0079-MINV0095) was rejected, sight unseen, due to the
2 success of Hong and NSM's misrepresentations at the April 23 ex-parte Court session at which
3 the Court was convinced to impose yet another Rule 11 sanction on me because my attorney did
4 not file a withdrawal as I demanded in writing on April 16 and we did not appear due to Hong's
5 misdirection that the hearing was continued to May 7.

7 27. Jimijack/Lee benefitted exponentially from a) Hong's evasion of the EDCR 2.67 pre-trial
8 meeting to exchange exhibits and from b) successfully convincing the Court at the April 23 ex-
9 parte "hearing" that all my Pro Se motions should be automatically excluded from the Court's
10 consideration without allowing me to speak to defend myself.

12 28. The minutes do not reflect the fact that the NRCP 11 sanctions for the errors and
13 omissions of the attorneys for all parties ultimately only sanctioned ONE PARTY: Nona Tobin,
14 as Trustee of the Gordon B. Hansen Trust, and ONE NON-PARTY: Nona Tobin, an individual.

15 29. The sanctions did not penalize any attorney and any other party or non-party. A

16 30. All attorney errors and omissions benefitted Jimijack/Lee, and therefore NSM, because
17 they are able to win without ever the Court ever requiring any proof of the validity of their
18 ownership claims.

20 **The Court needs to be aware that excluding all evidence was the only way NSM and Jimijack
21 could escape the Court's finding out that neither has any admissible proof of ownership**

22 31. Neither SCA nor Hong nor the NSM attorneys acknowledge that NSM did not have
23 any recorded claim to hold the beneficial interest of the DOT until December 1, 2014,
24 almost four months after the disputed HOA sale, when NSM claimed BANA's interest.

26 32. The Court could not know that NSM rescinded its only recorded claim three days
27 before the close of discovery after I published a problem NSM had not noticed for over
28 four years: BANA didn't have any recorded interest to assign after September 9, 2014.

1 33. See Exhibit 11 for 12/1/14 NSM first recorded a claim to own the beneficial interest
2 December 1, 2014, four months after the sale.

3 34. Exhibit 12 shows that NSM's 12/1/14 claim that it had BANA's power of attorney
4 to assign all of BANA's interest to itself was problematic as BANA had already assigned
5 all of its interest to Wells Fargo three months earlier, and recorded that fact on September
6 9, 2014.

7 35. Exhibit 13 shows NSM waited a week after discovery ended on 2/28/19, and on
8 March 8, 2019, NSM recorded a rescission of its 12/1/14 claim, effective 2/25/19.

9 36. Exhibit 14 shows NSM does not hold the original promissory note (NSM0258-60)
10 and therefore does not have any more of a legitimate claim to be owed a debt backed by
11 the Western thrift DOT than anyone else in the case.

12 37. Exhibit 15 is Jimijack's only recorded proof of ownership, but which is
13 **inadmissible per NRS 111.345** as it is fraught with notary violations

14 38. Exhibit 16 shows Jimijack does not hold any recorded title claim at all now as
15 Jimijack's interest, if any, was transferred to Joel Stokes as an individual on May 1 2019.

16 39. Judicial notice is requested to one of Hong's specious arguments in his 5/24/19
17 opposition to my standing as an individual contains the false claim that the timing of the
18 transfer (March 28 2017) out of the trust into my own name invalidated my claim, and then
19 he does a title transfer a month before the trial.

20 40. Exhibit 17 shows the settlement between Jimijack was bogus as Joel Stokes
21 executed a \$355,000 "agreement" deed of trust with Civil Financial, encumbering the title
22 before my claims had been adjudicated, despite my recorded Lis Pendens, and without
23 clearly informing the Court at the May 21 status check.

1
2
3 **Loss of the right to speak for myself despite Court 4/27/17 DENIAL of SCA motion**

4 **See Exhibit 6**

5 **The requirement for me to be represented as an individual is not based on a court order**
6 **but it has been used as a bludgeon by opposing Counsels to prevent the fair adjudication**
7 **of my claims**

8 The motion to intervene as an individual has been necessitated to correct errors precipitated by
9 by opposing counsels who deceived the Court, acting in bad faith, with the obvious

10 "intention to take advantage of the opposing party, interfere with judicial
11 decision-making, or otherwise manipulate the legal process." TCI Group, 244
12 *F.3d at 697*

13 **Coppedge untimely OST Motion to Withdraw obstructs my intention to resolve**
14 **this case without further unnecessary litigation or appeals.**

15 41. Late yesterday, June 19, I returned home from nearly a week in California, to find taped
16 to my front door, the unnecessary motion on an order shortening time (OST) for
17 Mushkin.Coppedge.Cica to withdraw as Counsel for me as an individual.

18 42. On June 12 or 13, I notified counsel of record (Coppedge) of my intention to file a motion
19 to intervene as an individual because by being removed as a party, my individual claims had
20 never been adjudicated and the Court had been misled by opposing Counsel to make ex-parte
21 rulings against me.

22 43. This is the second ill-timed, inappropriate OST motion to withdraw after I gave written
23 instructions to withdraw on April 16. See MINV0048-0050

24 44. I thought we had a clear understanding that the Court June 3 and June 5 orders officially
25 excluded Nona Tobin, an individual, from being a party in the trial, and therefore, I could file
26
27
28

1 to intervene as a Pro Se before the results of the trial were finalized to try to protect my
2 individual title claims, as any other non-party individual could do.

3
4 45. It was my understanding that his long-awaited official notification to the Court that
5 Mushkin Coppedge Cica consented to withdraw was merely a formality that would not delay
6 my Pro Se motion to intervene before the June 21 issuance of the trial order.

7 46. See my April 16 2019 written notification to withdraw (MINV0048-MINV0050)

8 47. I was surprised by his filing an OST motion to withdraw as, once I was removed as a
9 party, rule 7.40 is not applicable to a non-party.

10
11 48. I wish the Court to know that I fired Mushkin.Coppedge.Cica (Coppedge) because
12 Coppedge did not place before the Court the March 26 hearing on SCA MSJ and NSM's joinder
13 the fully-prepared Counter motions and declarations under penalty of perjury that would have
14 shown the Court that there were many disputed material facts supported by admissible evidence
15 that refuted the "undisputed facts" in SCA MSJ and NSM joinder that were supported only by
16 the hearsay, unverified, uncorroborated Red Rock foreclosure file and that were **not supported**
17 **by any EDCR 2.21 compliant affidavits.**

18
19 49. Coppedge failed to file my March 12 counter motion for summary judgment against all
20 parties that focused on a) Jimijack does not have an admissible deed per NRS 111.345, b) SCA
21 concealed SCA's own official records that refuted the unverified Red Rock foreclosure file
22 passed off falsely to the Court as SCA's official record, c) Red Rock foreclosure file concealed,
23 with unwarranted support from the SCA attorney, that Red Rock had rejected, without telling
24 the SCA Board, a third tender of assessments (\$1100 to close the 5/8/14 www.auction.com sale
25 to high bidder MZK for \$350,000 + \$17,500 buyers premium) that would have voided the sale
26
27
28

1 in its entirety, and d) the Ombudsman's official notice of sale compliance records (MINV0027-
2 MINV0041),

3
4 50. Coppedge failed to file the March 20 alternate MSJ that focused on SCA's official
5 records refuting the 2/5/19 SCA MSJ and the Red Rock foreclosure file as there are no SCA
6 minutes of any official Board action to authorize the sale. (MINV 0304-MINV0417)

7
8 51. Coppedge refused to file my 3/22/19 DECL from the 3/14/19 Attorney General
9 Complaint against NSM (2-2019) against Nationstar that focused on how NSM's own
10 disclosures prove NSM does not own any beneficial interest to the Western Thrift DOT and has
11 no standing to be in this case at all resulted in the Court's granting the SCA MSJ and NSM
12 Joinders with the misunderstanding that there were no disputed material facts. (MINV0271-
13 MINV0303)

14
15 52. Coppedge allowed the failure of all parties to cooperate with discovery to go
16 unchallenged despite the fact that what they concealed proved the case against all three of
17 them – NSM, SCA, and Jimijack. See SCA 2/26/19 nonresponsive answers to my ROGs
18 and RFDs..

19
20 **The basis for the Court's ruling that the individual had no standing was based on attorneys**
21 **misleading the Court about the procedural record.**

22
23 53. On February 5 2019 SCA filed a completely unwarranted MSJ that provided less benefit
24 to the association than was included in my March 2017 offer that would have ended this case
25 two years ago. See MINV0005- MINV008 and MINV0159- MINV0160.

26
27 54. Ochoa rejected my offer unilaterally **without telling the SCA Board** or asking for BOD
28 approval as required by SCA CC&Rs and bylaws. Exhibit 8

1 55. Exhibit 9 is the bizarre rationale given for unilaterally rejecting my offer because of NSM
2 who never filed any claims into this civil action against SCA.

3 56. SCA attorneys, employed by the insurance company and not reporting to the SCA Board,
4 have defended Red Rock against the truth coming out to perpetuate this litigation, at great
5 expense to all SCA owners, me in particular, when the offer I made in March 2017 (Exhibit 10)
6 would have better served the interests of justice, the association, and me, a 15-year SCA owner
7 in good standing.
8

9 57. The 2/5/19 MSJ was unwarranted and done for the improper purpose of making
10 knowingly false statements to the Court and obstructing a fair adjudication of my individual
11 claims on their merits.
12

13 58. Nona Tobin, the individual, is using this declaration and this motion to intervene to serve
14 notice of her intent in 21-days to move for Rule 11(b)(1)(3) sanctions against David Ochoa and
15 Lipson Neilson for filing multiple motions for the improper purpose of preventing Tobin's
16 individual claims from being heard in their merits.
17

18 **Argument: Nona Tobin's Individual Claims should be heard on their merits**

19 Nevada has long followed the rule that it is better to determine a matter on the
20 merits than to decide a case on a technical error of the opponent. Howe v.
21 Coldren Nev. 171, 174 (1868). Other Nevada courts have followed this same
22 thinking.

23 In the case of *Hotel Last Frontier v. Frontier Property*, 79 Nev. 150, 380 P.2d 293
24 (1963), the Nevada Supreme Court said,
25 "Finally, we mention, as a proper guide to the exercise of discretion, the basic
26 underlying policy to have each case decided on its merits. In the normal course
27 of events, justice is best served by such a policy."
28

59. David Ochoa filed against the SCA motion for summary judgment against Nona Tobin,
as Trustee, and there was no MSJ was filed against Nona Tobin, as an Individual.

1 60. This places Nona Tobin, an individual in the boxed in position of being severely
2 impacted by an order that she cannot appeal because it is not against her as an individual.

3 61. The same is true of the trial order adjudicating the claims of the GBH Trust and not the
4 individual.

5 62. SCA attorneys misrepresentation of the Court history, notably that the Court DENIED
6 SCA's 3/22/17 motion to dismiss her claims for not having an attorney and there never was a
7 subsequent order by this court to resolve the question of whether the trust required an attorney
8 after it's single asset was removed on March 27, 2017 and it was closed pursuant to NRS
9 163.187.
10

11 63. SCA's consistent, unwarranted motions and oppositions were based on the false premise
12 that justice would be better served if Nona Tobin was prevented from speaking for herself .
13

14 64. As a result, the Court adopted an outrageously false set of "undisputed facts" that
15 practically gifts a win to Jimijack in a quiet title fight between Tobin and Jimijack in which
16 SCA and Tobin were only in because SCA refused to investigate Tobin's January 2017 claims
17 that SCA's negligence was allowing its agents to steal and refused to use ADR to reach a non-
18 litigation equitable result.
19

20 65. Ochoa filed the SCA motion for summary judgment against Nona Tobin, as Trustee, and
21 was no MSJ was filed against Nona Tobin, as an Individual.
22

23 66. Ochoa's motion was filed without incorporating any affidavits or evidence compliant
24 with EDCR 2.21 to support his alleged "facts" "Unwarranted"- Ochoa refused without the BOD
25 considering, my March 2017 settlement offer to void the sale if the facts so warranted, that
26 required only BOD stipulating to certain facts, e.g., that the BOD did not approve its agents'
27 unlawful acts or that no one on the current or any prior BOD took any money.
28

1 67. SCA never investigated and never answered Tobin's claims on their merits. SCA did not
2 challenge the Ombudsman Notice of Sale records for two years and then ambushed me at the
3 March 26 hearing.

4 68. Without warning, SCA presented the unverified, uncorroborated Red Rock Foreclosure
5 file to the Court as SCA's official record and, **without any legal authority**, concealed Board
6 agendas, minutes, resident transaction report, SCA compliance enforcement records or any did
7 not answer Tobin's 2/1/17 complaint within 20 days as EDCR requires.

8 69. SCA's 4/20/18 answer was 14 months late, did not refute Tobin's facts substantively.

9 70. CC&Rs XVI required ADR was not provided.

10 71. SCA did not participate in good faith in NRS 38 mediation.

11 72. SCA concealed all requested documents three weeks before the end of discovery when
12 virtually all material facts were known to be in dispute.

13 73. SCA files the unwarranted, unnecessary MSJ based on no admissible verified evidence,
14 that, when granted, prevented the court from hearing Tobin's evidence and virtually guarantee
15 she loses the house that he forced her to spend three years and more than \$40,000 to try to get
16 back.
17

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

20
21
22
23 *Dated the 20th day of June 2019,*

24
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26 

27
28

Nona Tobin

EXHIBIT 1

EXHIBIT 1

A-15-720032-C Joel Stokes, Plaintiff(s)
vs.
Bank of America NA, Defendant(s)

June 05, 2019 08:30 AM Bench Trial

HEARD BY: Kishner, Joanna S. COURTROOM: RJC Courtroom 12B

COURT CLERK: Botzenhart, Susan

RECORDER: Harrell, Sandra

REPORTER:

PARTIES PRESENT:

Joseph Y. Hong Attorney for Counter Defendant, Plaintiff,
Trustee

Linvel J Coppedge Attorney for Counter Claimant, Cross
Claimant, Intervenor

JOURNAL ENTRIES

Counter Claimant Nona Tobin, present with Mr. Coppedge, as Trustee of the Gordon B. Hansen Trust Dated 8/22/09. Upon Court's inquiry, Mr. Hong confirmed he represents Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust, Yuen K. Lee, and F. Bondurant, LLC, Counter Defendants.

Parties appeared for the scheduled Bench Trial.

Court addressed the caption issue; and noted there is nothing in the record to support that Ms. Tobin is an individual, as she is named as a trustee; and the caption needs to be corrected.

COURT ORDERED, Caption AMENDED to be read as follows: Nona Tobin, as Trustee of the Gordon B. Hansen Trust, Counter Claimant vs. Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust, Yuen K. Lee, an individual, and F. Bondurant, LLC, Counter Defendants.

Following statements by counsel, Court determined there was non-compliance under NRCP 11, as no proposed findings of facts and conclusions of law were submitted to the Court, prior to this bench trial. COURT ORDERED, the proposed findings of facts and conclusions of law from Counter Defendant, are due by the end of the day today at 5:00 p.m., with courtesy copies provided to the Court, or the Court may strike the Answers filed by Counter Defendant.

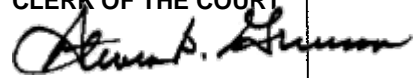
Opening statements by counsel.

Court recessed. TRIAL CONTINUES.

6/06/19 9:45 A.M. BENCH TRIAL

EXHIBIT 2

EXHIBIT 2



1 MICHAEL R. MUSHKIN, ESQ.
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2 L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
3 MUSHKIN CICA COPPEDGE
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5 Telephone: 702-454-3333
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6 michael@mccnvlaw.com
7 jcoppedge@mccnvlaw.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
13 JOEL A. STOKES and SANDRA F.
14 STOKES, as trustee of the JIMI JACK
IRREVOCABLE TRUST,

15 Plaintiffs,
16 vs.

17 BANK OF AMERICA, N.A.;

18 Defendant.

19 NATIONSTAR MORTGAGE, LLC,

20 Counter-Claimant,
21 vs.

22 JIMI JACK IRREVOCABLE TRUST,

23 Counter-Defendant.
24

25 CAPTION CONTINUES BELOW
26
27
28

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

Department: XXXI

Date of Calendar Call: June 3, 2019
Time of Calendar Call: 8:45 am

**COUNTERCLAIMANT, NONA
TOBIN'S, [PROPOSED] FINDINGS OF
FACT AND CONCLUSIONS OF LAW**

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

3 Counter-Claimant,

4 vs.

5
6 JOEL A. STOKES and SANDRA F.
7 STOKES, as trustees of the JIMJACK
8 IRREVOCABLE TRUST, SUN CITY
9 ANTHEM COMMUNITY ASSOCIATION,
10 INC., YUEN K. LEE, an Individual, d/b/a
11 Manager, F. BONDURANT, LLC, DOES 1-
12 10, AND ROE CORPORATIONS 1-10;
13 inclusive,

14 Counter-Defendants.

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**COUNTERCLAIMANT, NONA TOBIN'S, [PROPOSED] FINDINGS OF FACT
AND CONCLUSIONS OF LAW**

This matter came on for trial in the above stated commencing June 5, 2019. Present on behalf of Counterclaimant, Nona Tobin, Trustee of the Gordon B. Hansen Trust Dated 8/22/08 was L. Joe Coppedge, of the law firm of Mushkin Cica Coppedge and present on behalf of Counterdefendants Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust, was Joseph Y. Hong, of Hong & Hong Law Office. Based upon the pleadings filed in this case and evidence presented, the Court makes the following Findings of Fact and Conclusions of Law and enters Judgment, as follows:

I. Findings of Fact:

1. Tobin has lived in Sun City Anthem at 2664 Olivia Heights Avenue since February 20, 2004 and has been an owner in good standing the entire time.

2. On or about July 31, 2003, Gordon B. Hansen, together with his then wife Marilyn, purchased the property located at 2763 White Sage Drive, Henderson, Nevada 89052, APN 191-13-811-052 (the "Property").

3. Gordon and Marilyn divorced, and on or about June 10, 2004, Marilyn Hansen quit claimed the Property to Gordon Hansen as a part of the divorce settlement.

1 4. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed
2 pursuant to NRS chapter 163, and Nona Tobin was identified to become the successor trustee
3 in the event of Gordon Hansen's death.

4 5. On August 27, 2008, title to the property was transferred to the Gordon B.
5 Hansen Trust. Gordon B. Hansen died on January 14, 2012, and Tobin became a trustee of the
6 Trust. Pursuant to the amendment to the Trust dated August 10, 2011, there were two equal co-
7 beneficiaries of the Trust's assets, Tobin, the deceased's fiancé, and his son, Steve Hansen.

8 6. In July 2016, on behalf of the beneficiaries of the Trust, Tobin attempted to
9 intervene into Nationstar Mortgage vs. Opportunity Homes, LLC, A-16-730078 which was
10 consolidated into A-15-720032-C in mid-August, 2016 but was denied for procedural defects.

11 7. On March 27, 2017, Steve Hansen executed a declaration made under penalty of
12 perjury, that he disclaimed all interest in the property and the Gordon B. Hansen Trust, leaving
13 Tobin as the sole beneficiary of the Trust.

14 8. On March 28, 2017, Tobin, acting in her capacity as sole Trustee, recorded a
15 new deed transferring all the Gordon B. Hansen Trust's interest in the Property to Tobin.

16 9. Tobin paid the HOA dues and late fees for three quarters after Gordon Hansen's
17 death that covered the period from January 1, 2012 through September 30, 2012.

18 10. Tobin accepted a purchase offer on the Property on August 8, 2012 from the
19 Sparkmans and authorized them to move into the Property, pending the close of escrow.

20 11. Tobin did not accurately recall the timing and method of submitting the last
21 payment (check 143, dated August 17, 2012, of \$275 assessments for the quarter ending
22 September 30, 2012 plus \$25 installment late fee).

23 12. Both checks 142 and 143 were for \$300 for HOA dues, and both were dated
24 August 17, 2012, but only check 142 had a date received stamped on the check.

25 13. Check 142 paid the assessments for Tobin's own house on August 17, 2012.

26 14. It was not until December 26, 2018, when attorney L. Joe Coppedge emailed
27 copies of SCA0001-SCA000643 that Tobin discovered that SCA000631 was a letter signed by
28 Tobin to SCA HOA dated October 3, 2012.

1 15. Tobin did not initially see SCA000001-SCA000643 because they were not
2 served as documents though the Court's e-filing system but were only alluded to as a picture of
3 a CD that was meaningless to Tobin.

4 16. After seeing SCA000631, Tobin's memory was refreshed that check 143 was
5 sent to the HOA with other specific notices and instructions.

6 17. The Death Certificate was enclosed, providing notice that the homeowner had
7 died.

8 18. Notice was provided that Tobin had accepted an offer for a short sale on the
9 Property and that the new owners were expected to move in within the month.

10 19. Tobin requested that the HOA collect future assessments out of escrow and to
11 direct questions to Real Estate Broker Doug Proudfit, (who is a well-known, long-time SCA
12 owner in good standing), or from the new owners, or by whatever normal procedures the HOA
13 used when the owner died.

14 20. The subject of the October 3, 2012 letter was "Delinquent HOA dues for 2763
15 White Sage" and the enclosed check was identified as "Check for \$300 HOA dues" which
16 covered the \$275 assessments that were late for the quarter ending September 30, 2012 and the
17 \$25 late fee which was authorized for the installment being sent after July 30, 2012.

18 21. Nothing in this letter indicates in any way that Tobin refused to pay assessments
19 as alleged by SCA.

20 22. Given the property was in escrow as of August 8, 2012, Tobin reasonably
21 expected that the assessments due on October 1, 2012 would be paid out of escrow in the same
22 way a pending tax payment is paid out of escrow according to the terms of the escrow
23 instructions.

24 23. SCA agents, RMI community manager, and its affiliate, Red Rock Financial
25 Services ("RRFS") ignored the October 3, 2012 notice that the property had been sold and did
26 not follow, or even acknowledge, the explicit instructions, that the \$300 check was for "HOA
27 dues".

28 24. SCA's official record, shows the following entries which conflict with

1 SCA000176-SCA000643, Red Rock Foreclosure file, that was SCA's sole source of alleged
2 facts.

3 25. There is no entry in the Resident Transaction Report that the house was sold or
4 that RRFS, as SCA's agent, collected \$63,100. (disputes fact #31, page 5, line 12).

5 26. The only entry in the Resident Transaction Report (Page 1336) is the August 27,
6 2014 entry that a "Collection Payment PIF \$2,701.04" was payment in full of the Gordon
7 Hansen account.

8 27. The Resident Transaction Report Page 1337 listed the second owner (RESID
9 0480 02) of 2763 White Sage as Jimijack Irrevocable Trust, effective September 25, 2014 with
10 the credit of \$225 "Account Setup Fee Resal(e)".

11 28. There is no SCA record that Thomas Lucas or Opportunity Homes, alleged
12 purchaser at the August 15, 2014 sale, was ever an owner of 2763 White Sage Drive.

13 29. The Resident Transaction report shows that the \$300 Tobin intended to pay the
14 quarter ending September 30, 2012 was credited in the HOA's records on November 9, 2012 as
15 "Collection Payment Part(ial)", and it was not credited properly.

16 30. The payment for "HOA dues" was applied on October 18, 2012 in the RRFS
17 ledger (See SCA000623-625) to unauthorized and unnecessary collection fees despite the NRS
18 116A.640(8) explicit prohibition against "Intentionally apply(ing) a payment of an assessment
19 from a unit's owner towards any fine, fee or other charge that is due."

20 31. Tobin made no attempt to evaluate or reduce the RRFS demands for fees as she
21 had contracted with Proudfit Realty to complete a short sale and expected the bank and the new
22 owner to arrange to pay the HOA the full amount due.

23 32. SCA's claim that Tobin attached to the October 3, 2012 letter a notice of
24 sanction dated September 20, 2012. This statement is false, and Tobin believes is an attempt to
25 unfairly disparage her, rather than a long-standing SCA member in good standing that was
26 trying to sell a house at the bottom of the market on behalf of a deceased homeowner's estate.

27 33. The October 3, 2012 letter plainly states there are two enclosures – check for
28 HOA dues and death certificate.

1 34. There was no third enclosure listed of a September 20, 2012 notice of hearing as
2 falsely claimed by SCA.

3 35. The September 20, 2012 notice of hearing that RRFS claims was enclosed with
4 the October 3, 2012 letter could not have come from Tobin as she would only have had the
5 original.

6 36. SCA proceeded unnecessarily with collections and adding unauthorized fees
7 despite two payoff demands from Ticor Title on or about December 20, 2012 and January 16,
8 2013.

9 37. SCA managing and collection agents ignored the fact that both the real estate
10 agent Doug Proudfit and Tobin, both long-term SCA homeowners in good standing, had no
11 interest in the HOA not receiving all assessments that were due and were working diligently to
12 sell the property after the market had crashed.

13 38. Check no. 143 was payment for the HOA quarterly dues for the Property for the
14 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in
15 the amount of \$25.00. Check no. 143 did not clear the bank until October 23, 2012.

16 39. Check No. 143 in the amount of \$300.00 was incorrectly credited by the HOA's
17 debt collector, Red Rock Financial Services ("RRFS") to the account for the Property on or
18 about October 18, 2012 as shown by the RRFS ledger sent on November 5, 2012 to the
19 Property (but not the owner's address of record).

20 40. The Resident Transaction Report shows that the \$300 from check no. 143 was
21 credited as "Collection Payment Part(ial)" rather than as \$275 plus \$25 late fee for the July
22 2012 quarter, which would have brought the account current with a zero balance instead of the
23 \$495.15 RRFS claimed was still owing in the ledger.

24 41. NRS116A.640(8) prohibits an HOA agent from applying assessment payments
25 to "any fine, fee or other charge that is due".

26 42. The legal framework established by the HOA, as delineated in SCA Board
27 Resolution, dated November 17, 2011 "Establishing The Governing Documents Enforcement
28 Policy and Process" requires that prior to sanctioning an owner for an alleged violation of the

1 governing documents, such as delinquent assessments, the Board must provide a specific
2 notice of violation, a notice of violation hearing, notice of sanction (hearing determination),
3 notice of appeal, and an appeal determination letter.

4 43. Specifically, the Third Amended and Restated Declaration of Covenants,
5 Conditions and Restrictions for Sun City Anthem expressly provides in part that:

6 7.4 Compliance and Enforcement

7 (a) Every Owner and Occupant of a Lot shall comply with the Governing
8 Documents. The Board may impose sanctions for violation of the Governing
9 Documents after notice and a hearing in accordance with the procedures set forth
10 in the By-Law. The Board shall establish a range of penalties for such violations,
11 with violations of the Declaration, unsafe conduct, harassment, or intentionally
malicious conduct treated more severely than other violations. Such sanctions
may include, without limitation:

12 (i) imposing a graduated range of reasonable monetary fines which shall,
13 pursuant to the Act, constitute a lien upon the violator's lot... The amount of each
14 such fine must be commensurate with the severity of the violation and shall in no
15 event exceed the maximum permitted by the Act. The Rules may be enforced by
16 the assessment of a fine only if: (A) Not less than thirty (30) days before the
17 violation, the person against whom the monetary penalty will be imposed has
18 been provided with written notice of the applicable provisions of the Governing
19 Documents that form the basis of the violation; (B) Within a reasonable time after
20 discovery of the violation, the person against whom the monetary fine will be
21 imposed has been provided with written notice specifying the details of the
22 violation, the amount of the monetary penalty, and the date, time and location for
a hearing on the violation and a reasonable opportunity to contest the violation at
the hearing; (C) The Board must schedule the date, time, and location for the
hearing on the violation so that the person against whom the monetary fine will be
imposed is provided with a reasonable opportunity to prepare for the hearing to be
present at the hearing; and (D) The Board must hold a hearing before it may
impose a monetary fine, ...

23 See Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for
24 Sun City Anthem ("CC&Rs").

25 44. SCA did not provide Tobin any of these notices, nor did it hold a hearing prior
26 to the imposition of fines misnamed as collection costs.

27 45. SCA imposed progressively more serious and disproportionate sanctions for the
28 alleged violation of delinquent assessments, up to and including foreclosure, without providing

1 any meaningful and compliant due process.

2 46. SCA claims to have sent a September 17, 2012 notice of intent to lien, that
3 Tobin does not have any record or recollection of having received and for which there is no
4 proof of service for this notice in the 54 pages of proofs in SCA000176-SCA000643.

5 47. Even if sent, that notice was defective and non-compliant

6 a. There was no preceding notice of violation,

7 b. RRFS's claiming \$617.94 on September 17, 2012 is excessive and
8 unauthorized when \$275 only came due on July 1, 2012.

9 c. Only \$25 late fee was authorized on July 31, 2012 when the payment is
10 30 days late

11 d. \$317.94 claimed by RRFS for collection costs for the next 35 days the
12 payment was late is not authorized

13 e. An excessive, non-negotiable fee, of \$317.94, which SCA collection
14 agent claimed must be disputed within 30 days of a notice that Tobin did not receive, is
15 not a "collection cost", it is a fine and a sanction.

16 48. On or about December 14, 2012, the HOA caused a Notice of Delinquent
17 Assessments (the "Lien") to be recorded against the Property which claimed the amount of
18 \$925.76 was delinquent and owed as of December 5, 2012 when at that time, only \$275.00 was
19 due and owing for the period commencing October 1, 2012. The Lien included erroneous
20 charges, and did not credit assessments paid when the amount was below the minimum past
21 due amount when collection can begin.

22 49. As of December 14, 2012, the maximum amount of the delinquency for the
23 Property's HOA account was \$300.00, consisting of then-current quarterly dues in the amount
24 of \$275.00, together with late fees in the amount of \$25.00.

25 50. On or about April 30, 2013, RRFS responded to a payoff demand from "Miles
26 Bauer", agents for Bank of America ("BANA") and claimed that \$2,876.95 was due and
27 payable as of April 30, 2013.

28 51. On or about May 9, 2013, Miles Bauer tendered \$825 for the nine months of

1 assessments which were at that point in time delinquent. However, RRFS refused BANA's
2 tender without notifying the SCA Board.

3 52. Tobin never received any notice from RRFS or from SCA that BANA's tender
4 had been rejected.

5 53. Tobin was never given an opportunity to pay the \$75 late fees authorized as of
6 April 30, 2013, so that the delinquency would have been cured in total including all authorized
7 late fees.

8 54. This unjustified refusal of BANA's payment should have stopped all
9 unnecessary collection efforts as all delinquencies on the account had been cured and the
10 account was then current.

11 55. On or about February 12, 2014, a Notice of Foreclosure Sale ("Notice of Sale")
12 was issued and served by RRFS, which claimed \$5,081.45 was due and owing, and scheduled
13 the sale for March 7, 2014.

14 56. On or about February 20, 2014, Tobin signed a new listing agreement with
15 Craig Leidy, also a long time SCA owner in good standing.

16 57. On March 28, 2014, RRFS sent an Accounting ledger to Chicago Title in
17 response to a payoff demand related to a contingent sale to Red Rock Region Investments LLC
18 in which the amount before fees claimed as due and owing on February 11, 2014 was
19 \$4,240.10, and that the amount due on March 28, 2014 was \$4,687.64.

20 58. Tobin gave Leidy verbal authority to handle all notices and contact with the
21 HOA's agents, RRFS, and written authority to arrange a short sale with Nationstar Mortgage,
22 the new loan servicer as of December 1, 2013.

23 59. NRS 116.3116 was violated when RRFS refused two tenders of the super-
24 priority amount, one on May 9, 2013 from BANA, and the second from Nationstar on June 5,
25 2014.

26 60. The Notice of Sale was sent to the Ombudsman on February 13, 2014 as
27 required by NRS 116.311635(2)(b)(3). However, on May 15, 2014, RRFS notified the
28 Ombudsman that the Notice of Sale was cancelled, the Trustee sale was cancelled, and the

1 Owner was retained..

2 61. The compliance screen is the Ombudsman's contemporaneous log of letters,
3 notices and deed submitted to the State of Nevada Real Estate Division for a HOA foreclosure
4 and provides the only record available to the public documenting the notice of sale process and
5 foreclosure of the Property.

6 62. The compliance screen was obtained pursuant to a public records request and
7 was produced pursuant to NRCF 16. No party has challenged the authenticity of the
8 Compliance Screen.

9 63. The Property was sold on August 15, 2014 although no valid notice of sale was
10 in effect as the Notice of Sale was cancelled on or about May 15, 2014 and not replaced.

11 64. The August 22, 2014 Foreclosure Deed, the recording of which was requested
12 by Opportunity Homes, LLC claims the Property was sold for \$63,100 based upon the First
13 Notice of Default, dated March 12, 2013, which was rescinded on April 3, 2013. See Recorded
14 Rescission of Notice of Default.

15 65. The August 22, 2014 Foreclosure Deed contains the false recitals that 1) default
16 had occurred as described in the rescinded Notice of Default and Election to Sell; 2) there had
17 been no payments made after July 1, 2012; 3) that as of February 11, 2014, \$5,081.45 was due
18 and owing and that 4) RRFS "complied with all the requirements of law".

19 66. SCA did not provide the notices required by NRS 116.31162(4)

20 (a) A schedule of the fees that may be charged if the unit owner fails to pay
21 the past due obligation;

22 (b) A proposed repayment plan; and

23 (c) A notice of the right to contest the past due obligation at a hearing
24 before the executive board and the procedures for requesting such a hearing.

25 67. NRS 116.31164(3)(b) (2013) requires that "the person conducting the
26 sale...deliver a copy of the deed to the Ombudsman within 30 days after the deed is delivered
27 to the purchaser...", but no foreclosure deed has ever been delivered to the Ombudsman.

28 68. NRS 116.31164 (3)(c) 1-5 requires the order in which the proceeds of the sale

1 are to be paid out. No distribution was made to any claimant out of the reported \$63,100
2 collected for the sale except for the \$2,701.04 that paid the HOA in full.

3 69. Tobin attempted to make a claim for the proceeds in September 2014 but was
4 rebuffed by RRFS, which falsely claimed that the proceeds had been deposited with the court
5 for interpleader.

6 70. SCA agents did not conduct the collection process leading up to the foreclosure
7 in compliance with the legal framework empowering and limiting the SCA Board's authority
8 to sanction or fine an owner for ANY alleged violation of the governing documents.

9 71. On September 16, 2016, SCA refused Tobin's request for SCA records of its
10 compliance actions against the owner of the Property without a court order.

11 72. Tobin signed to approve purchase offers for four sales which did not come out
12 of escrow due to the actions of BANA and Nationstar.

13 73. Initially, Tobin accepted an offer for \$310,000 on or about August 8, 2012, but
14 BANA refused to close, and the prospective buyers who had moved in, on or about October 23,
15 2012 withdrew and moved out in April, 2013.

16 74. A second offer to purchase the Property was made on May 10, 2013 for
17 \$395,000.00.

18 75. Tobin offered to return the property to BANA on a deed in lieu in mid-2013, but
19 BANA rejected it claiming the title wasn't clear.

20 76. The third escrow opened on March 4, 2014 for a \$340,000 cash offer which
21 Nationstar, as the new servicing bank, held in abeyance while Nationstar required that it be
22 placed up for public auction on www.auction.com.

23 77. The [auction.com](http://www.auction.com) sale period was from May 4, 2014 to May 8, 2014 when it was
24 sold to the high bidder for \$367,500, pending approval by the beneficiary.

25 78. Nationstar's negotiator would not accept either the \$340,000 offer held in
26 abeyance nor would it accept the \$367,000 from the [auction.com](http://www.auction.com) sale.

27 79. When listing agent Leidy put a notice on the MLS on July 25, 2014 that the
28 property was back on the market, he indicated he had worked out all the other liens and it

1 should close quickly.

2 80. A buyer who had bid several times on it in March, 2014, re-expressed interest
3 by making a new offer on July 26, 2014.

4 81. Tobin signed a counteroffer on August 1, 2014 for \$375,000.

5 82. At the same time, Nationstar required that the asking price on the listing be
6 raised to \$390,000.

7 83. The buyer countered on August 4, 2014 with an offer of \$358,800 which was on
8 the table when the HOA foreclosed without notice to Tobin, the listing agent, the servicing
9 bank, or any of these bona fide purchasers who were interested in purchasing the property in
10 arms-length transactions.

11 84. The Nevada Statement of Value recorded on August 22, 2014 for the purpose of
12 establishing the Real Property Transfer Tax (RPTT) stated the RPPT market value was
13 \$353,529 and the February 23, 2015 request for an RPTT refund shows that Thomas Lucas did
14 not have "Proof of notification for HOA foreclosure" on August 22, 2014 when he recorded the
15 foreclosure deed.

16 85. At the time of the foreclosure sale, based upon the various offers to purchase the
17 Property, Tobin formed the opinion that the value of the Property was not less than
18 \$358,800.00.

19 86. RRFS disclosures claim that Thomas Lucas purchased the property for \$63,100
20 and took title in the name of Opportunity Homes LLC.

21 87. SCA official ownership records, however, do not have any entry that shows
22 SCA foreclosed on this property nor that either Thomas Lucas nor Opportunity Homes LLC
23 ever owned the property.

24 **II. Conclusions of Law**

25 The Court concludes the following:

26 1. The HOA failed to conduct a valid foreclosure sale in compliance with all
27 applicable statutes, By-Laws and CC&Rs.

28 2. The HOA violated Counterclaimant's due process rights in conducting the

1 foreclosure sale.

2 3. Counterdefendants were unjustly enriched.

3 4. Counterdefendants acted in concert with the HOA and its agent, Red Rock
4 Financial Services to deprive Counterclaimant of her due process rights.

5 5. Counterdefendants failed to pay fair value for the Property.

6 6. Under NRS 116.31162(4), a homeowners' association must provide owner
7 schedule of fees, a proposed repayment plan and right to hearing.

8 7. Under NRS 116.311635, a homeowners' association must provide the Notice of
9 Sale Requirements to the Ombudsman prior notice of sale date.

10 8. Under NRS 116.31164(7), the homeowners' association must distribute the
11 proceeds of a foreclosure sale in a certain manner.

12 9. Under NRS 116.3102(4), the enforcement of NRS 116.3102(3) must be prudent
13 not arbitrary and capricious.

14 10. Under NRS 116.3103, the officers and members of the executive board are
15 fiduciaries of the homeowners' association.

16 11. Under NRS 116.31031, §7.4 of SCA's CC&Rs, and § 3.26 of SCA's Bylaws
17 the executive board is limited in its power to impose sanctions.

18 12. Under NRS 116.3106(d), the Bylaws of a homeowners' association must specify
19 the powers the executive board may delegate.

20 13. Under §C of the Bylaws of SCA governs the Powers and Duties and §3.17
21 indicate that the Board may do or shall cause to be done... §3.18 Duties (a)budget (b)levying
22 or collecting assessments (e) deposit in approved institutions for HOA's benefit, (g) opening
23 bank accounts/ controlling signatories, (i) enforcing governing documents.

24 14. Under NRS 116.31085(4) the Board of Directors shall meet in executive session
25 to hold a hearing on an alleged violation ... unless an open hearing is requested in writing.

26 15. Under NRS 116.31085(4)(a), an owner who is being sanctioned for an alleged
27 violation is entitled to attend all portions of the Board hearing, including the presentation of
28 evidence and the testimony of witnesses.

1 16. Under NRS 116.31085(4)(b), an owner is entitled to due process which must
2 include without limitation the right to counsel, the right to present witnesses, and the right to
3 present information relating to any conflict of interest of any member of the hearing panel.

4 17. Under NRS 116.31085(6), the executive board shall maintain minutes of any
5 decision made pursuant to NRS 116.31085(4) concerning an alleged violation and, upon
6 request, provide a copy of the decision to the person who was subject to being sanctioned at the
7 hearing or to the person's designated representative.

8 18. Under NRS 116.31083, the association shall cause notice of a meeting of the
9 executive board to be sent the all unit owners.

10 19. Under §7.4 of SCA's CC&R's, the Board may impose sanctions for violation
11 of the Governing Documents only after notice and a hearing in accordance with the procedures
12 set forth in the By-Laws.

13 20. Under NRS 116.31087, if an executive board receives a written complaint that
14 the board has violated NRS 116 and upon written request, the complaint must be placed on the
15 agenda of the next regularly scheduled executive meeting.

16 21. Under NRS 116 31065, a homeowners' associations rules must not evade an
17 obligation and must be uniformly enforced or the rules cannot be enforced at all; an association
18 may only sanction an owner after complying with NRS 116.31031.

19 22. Under NRS 116.4117, if any person subject to NRS 116 fails to comply with
20 any of its provisions or any provision of the declaration or bylaws, any person suffering actual
21 damages from the failure to comply may bring a civil action for damages or other appropriate
22 relief.

23 23. Under NRS 11631175 and SCA Bylaws §6.4, upon written request the Board
24 of Directors shall make available the books and records of the Association.

25 24. Under NRS 116 31183, retaliatory actions by an executive board are
26 prohibited.

27 25. Under NRS 116.31184, an executive board member of a homeowners'
28 association shall not willfully harass another unit owner.

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Submitted By:

MUSHKIN CICA COPPEDGE



L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
MUSHKIN CICA COPPEDGE
4495 South Pecos Road
Las Vegas, Nevada 89121

EXHIBIT 3

EXHIBIT 3

Notification of Service for Case: A-15-720032-C, Joel Stokes, Plaintiff(s)vs.Bank of America NA, Defendant(s) for filing Findings of Fact, Conclusions of Law and Judgment - FFCL (CIV), Envelope Number: 4401754

1 message

efilingmail@tylerhost.net <efilingmail@tylerhost.net>
To: nonatobin@gmail.com

Wed, Jun 5, 2019 at 3:23 PM



Notification of Service

Case Number: A-15-720032-C
Case Style: Joel Stokes, Plaintiff(s)vs.Bank of America NA, Defendant(s)
Envelope Number: 4401754

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	A-15-720032-C
Case Style	Joel Stokes, Plaintiff(s)vs.Bank of America NA, Defendant(s)
Date/Time Submitted	6/5/2019 3:20 PM PST
Filing Type	Findings of Fact, Conclusions of Law and Judgment - FFCL (CIV)
Filing Description	Counterdefendants, Joel A. Stokes And Sandra F. Stokes, As Trustees Of The Jimjack Irrevocable Trust And Yuen K. Lee, An Individual, D/B/A Manager, F. Bondurant, LLC.'s Proposed Findings Of Facts, Conclusions Of Law And Judgment
Filed By	Debbie Batesel
Service Contacts	Nationstar Mortgage, LLC: Elizabeth Streible (elizabeth.streible@akerman.com) Akerman LLP (AkermanLAS@akerman.com) Donna Wittig (donna.wittig@akerman.com) Melanie Morgan (melanie.morgan@akerman.com) Nona Tobin: Karen Foley (kfoley@mccnvlaw.com) L. Joe Coppedge (jcoppedge@mccnvlaw.com) Michael Mushkin (michael@mccnvlaw.com) Kimberly Yoder (kyoder@mccnvlaw.com) Other Service Contacts not associated with a party on the case:

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EXHIBIT 4

EXHIBIT 4

A-15-720032-C

parties under EDCR 2.67, EDCR 2.68, and EDCR 2.69 or NRCP 16.1 (a) (3); and no pre-trial memorandums were filed, no joint pre-trial memorandums were filed, and there were no pre-trial disclosures. Parties did not provide trial exhibits. Court stated neither side can provide documents or witnesses at trial. Trial schedule was provided to the parties by Court, orally.

COURT ORDERED, trial date SET.

6/05/19 8:30 A.M. BENCH TRIAL

CLERK'S NOTE: Minutes updated to only include the trial start time for June 5, 2019. (6/04/19 sb)

EXHIBIT 5

EXHIBIT 5

Stokes as Trustee of the Jimijack Irrevocable Trust stating that it had reached agreement on all material terms. Upon Court's inquiry, counsel stated that the May 7, 2019 Motion for Summary Judgment hearing could be moot. Ms. Morgan stated they would withdraw the motion. COURT FINDS there was a Notice of Appearance from the Sun City Anthem and there was not anything else that remained this case. Further, the Court would need to set a status check as to settlement documents between the parties that filed a Notice of Settlement on April 12, 2019. Ms. Morgan stated Nona Tobin still had claims against Jimijack. Upon Court's further inquiry, Mr. Hong acknowledged that Mr. Mushkin was counsel for the trustee and he was counsel for Jimijack. Mr. Hong stated based on this Court's previous Order for Summary Judgment in Favor of the buyer, Opportunity Homes, it would be requested to file a simple motion mirroring the Court's Order similar to a res judica noting that the claims alleged by the trust were identical. COURT NOTED it could not grant any oral leave without a hearing or other parties present. COURT FINDS there was a rogue document filed, Notice of Appearance on April 9, 2019 of Nona Tobin in Proper Person. There was not leave sought by Ms. Tobin for any individual capacity. Further, the only portion of this case in which Ms. Tobin was involved, in any capacity, was as Trustee of the Gordan B. Hansen, August 22, 2008. In that capacity Ms. Tobin was represented by counsel. That counsel had not filed any motion to withdraw, any pleadings on behalf of Ms. Tobin as Trustee for Gordan B. Hansen Trust would need to be filed by counsel.

COURT ORDERED the Notice of Appearance filed April 9, 2019 was a rogue document, therefore STRICKEN. COURT NOTED as to the Notice of Completion of Mediation filed on April 9, 2019, the Court already had a prior document with regards to the completion of mediation Furthermore, since that was also filed by Ms. Tobin, individually, and not her counsel, COURT FURTHER ORDERED, Notice of Completion of Mediation filed April 9, 2019 STRICKEN. COURT FINDS the Tobin's Opposition to Nationstar Summary Judgment against Jimijack and counter-motion filed April 10, 2019 at 11:17 a.m., filed by Nona Tobin, not filed by Mr. Mushkin as counsel as trustee of the Gordan B. Hansen Trust, a rogue document, therefore, COURT ADDITIONALLY ORDERED, Tobin's Opposition to Nationstar Summary Judgment against Jimijack and counter-motion STRICKEN. COURT FINDS that if the Court reviewed the underlying arguments, which it could not, even independently, it was understood that there were no claims between Nationstar that currently existed with regards to Nona Tobin as Trustee of the Gordan Hansen Trust. There would not be an appropriate opposition. COURT ORDERED, the April 12, 2019 at 1:40 a.m. Tobin Opposition To Nationstar Motion For Summary Judgment Against Jimijack And Counter Motion For Summary Judgment Hearing Requested Conjunction With Hearing For Nationstar MSJ Scheduled STRICKEN being a rogue documents. COURT FURTHER ORDERED, the Notice of Appearance Nona Tobin in Proper Person and the Notice of Completion of Mediation filed on April 12, 2019 STRICKEN as rogue and duplicative. COURT ADDITIONALLY ORDERED, April 12, 2019 1:11 AM Notice of Completion of Mediation and April 12, 12:39 am Notice of Appearance STRICKEN as rogue and duplicative. On April 17, 2019 at 8:37 a.m., Tobin's Reply In Support of Joinder to Nationstar Mortgage, LLC s Motion For Summary Judgment and Reply In Support Of Tobin's Motion For Summary Judgment, COURT ADDITIONALLY motion ORDERED STRICKEN as rogue. COURT was NOT FINDING that it

should strike the April 19th Response by Nationstar, being it was clarification to enlighten the Court the improper filing of documents. Upon Court's inquiry, Ms. Morgan stated she was not requesting the Court to take action.

As to the remaining underlying documents, Mr. Hong stated they would withdraw and vacate the Stipulation to Extend the briefing scheduling noting it was prepared and filed prior to settlement, that document was now moot. Upon Court's inquiry, Mr. Hong acknowledged the Court could disregard the stipulation as to the briefing schedule. As to the pending Motion for Summary Judgment on May 7th. Ms. Morgan stated that would not be heard stating the only claims remained had been resolved and she would file a Notice of Withdraw. At the request of the movant, no opposition by Mr. Hong, and since only party which could had filed any pleadings, COURT ORDERED, May 7, 2019 Motion for Summary Judgment VACATED.

COURT NOTED the Calendar Call and Bench Trial dates would remain. Further, Nona Tobin as Trustee for the Gordan B. Hansen Trust versus Jimijack were the only remaining parties in these combined cases, A720032 with A730078. Ms. Morgan advised Tobin as Trustee also had pending claims against Yuen K. Lee and F Bonderant LLC. Colloquy regarding the caption.

COURT ORDERED, Status Check SET regarding Settlement Documents.

05/21/19 STATUS CHECK: SETTLEMENT DOCUMENTS

CLERK'S NOTE: Minutes amended to reflect the additional stricken documents as follows: 04/12/19 1:11 AM Notice of Completion of Mediation and 04/12/19 12:39 AM Notice of Appearance.
ndo05/09/19

EXHIBIT 6

EXHIBIT 6

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

April 27, 2017

A-15-720032-C JimiJack Irrevocable Trust, Plaintiff(s)
vs.
Bank of America NA, Defendant(s)

April 27, 2017 9:30 AM All Pending Motions

HEARD BY: Kishner, Joanna S.

COURTROOM: RJC Courtroom 12B

COURT CLERK: Kory Schlitz

RECORDER: Rachelle Hamilton

PARTIES

PRESENT:	Kelley, Michael S. Ochoa, David Tobin, Nona	Attorney for Nationstart Mortgage LLC Attorney for Sun City Anthem Community Association Inc Intervenor Counter Claimant Cross Claimant
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JOURNAL ENTRIES

- Jakub Medralla Esq. present on behalf of Thomas Lucas and Opportunity Homes LLC.

CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION TO DISMISS NONA TOBIN'S CROSS-CLAIMS...

Matter argued and submitted. COURT ORDERED, Motion DENIED WITHOUT PREJUDICE.

SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION TO DISMISS NONA TOBIN, AN INDIVIDUAL AND TRUSTEE OF THE GORDON B HANSEN TRUST'S CROSS...

Matter argued and submitted. COURT ORDERED, Motion DENIED WITHOUT PREJUDICE as to Nona Tobin as an individual; Ruling DEFERRED as to Nona Tobin as a Trustee of the Gordon B. Hansen Trust. COURT FURTHER ORDERED, Status Check SET.

OPPOSITION TO SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION TO DISMISS AND COUNTER MOTION FOR ORDER VOIDING THE HOA SALE...

PRINT DATE: 04/27/2017

Page 1 of 2

Minutes Date: April 27, 2017

A-15-720032-C

Matter argued and submitted. COURT ORDERED, Motion DENIED WITHOUT PREJUDICE.

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

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

5/23/17 9:30 A.M. STATUS CHECK: CORPORATE COUNSEL (GORDON B. HANSEN TRUST)

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Title to Property

COURT MINUTES

December 20, 2016

A-15-720032-C JimiJack Irrevocable Trust, Plaintiff(s)
vs.
Bank of America NA, Defendant(s)

December 20, 2016 9:00 AM **Nona Tobin's Motion to Intervene Into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078**

HEARD BY: Kishner, Joanna S. COURTROOM: RJC Courtroom 12B

COURT CLERK: Lorna Shell

RECORDER: Rachelle Hamilton

PARTIES

PRESENT: Hong, Joseph Y. Attorney for Pltf.
Tobin, Nona Other

JOURNAL ENTRIES

- Ms. Tobin stated she was the beneficiary and trustee of the trust that was the owner of the property at the time of the disputed Homeowners Association sale. Ms. Tobin argued she had an interest in the property, her motion was timely filed and served, and that Pltf.'s opposition was not timely filed and as such pursuant to 2.20 should be disregarded. Mr. Hong argued the case was over a year and a half old and at this juncture it was between Nationstar and his client and that the question was whether the deed of trust was free and clear or not. Mr. Wong argued there was no right of redemption and that he did not see any right Ms. Tobin could claim and that his opposition was timely filed. Following further arguments by Ms. Tobin, COURT STATED FINDINGS AND ORDERED, Motion GRANTED; Ms. Tobin has until January 6, 2017 to prepare the order. COURT FURTHER ORDERED the parties to complete the JCCR and prepare the appropriate report.

EXHIBIT 7

EXHIBIT



Nona Tobin <nonatobin@gmail.com>

Please contact me to arrange a meeting

1 message

Nona Tobin <nonatobin@gmail.com>

Thu, May 16, 2019 at 8:49 PM

To: yosuphonglaw@gmail.com

I have tried to contact you to arrange a pre-trial meeting before you leave on your trip. Please contact me at the number below.

I am going to handle the trial as a Pro Se as Nona Tobin, an individual, is the real party in interest.

Please contact me as it is my understanding that tomorrow is the last day you have available.

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

TOBIN. 2782

EXHIBIT 8

EXHIBIT 8

From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Monday, March 27, 2017 10:29 AM

To: David Ochoa <DOchoa@lipsonneilson.com>

Subject: Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

I was really surprised that you refused to consider my offer of settlement and filed a second motion to dismiss on jurisdictional grounds that have already been adjudicated when this court ordered on 1/11/17 that I was accepted as a defendant in intervention.

I was further amazed that you took both of these actions on March 22, 2017, the day before the March 23, 2017 SCA Board executive session which would have been the first opportunity for you to present my settlement offer and for you to get direction from the Board you said you needed before you could meet with me.

I was especially disturbed by the rationale you gave for rejecting my settlement offer out of hand:

" In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal."

Your reasoning does not account for the fact that I have no claim against Nationstar unless the HOA sale is voided, and if the HOA sale is voided, neither Nationstar nor I have any claim against the HOA.

By agreeing to my settlement offer, the HOA is totally benefitted and suffers no detriment. Why would you advise the HOA to continue to stay in the litigation with both Nationstar and me when I offered to release them from all liability? Given that if the HOA sale were voided, Nationstar's complaint against the HOA would become moot, what possible value is there in making the HOA defend the actions of its prior agents?

I must be missing something here. Please tell me what SCA would "win" if it stayed in litigation rather than settling.

Also, your motion to force me to get an attorney, beside having already been adjudicated, is now moot. Steve Hansen has signed a declaration disclaiming any interest in the property or in the Gordon B. Hansen Trust. Therefore, as the Trustee and sole beneficiary, I am executing a quit claim deed to the property to transfer it from the Gordon B. Hansen Trust to myself as an individual.

I respectfully request that you look again at the merits of settlement I offered and present my offer to the SCA Board and give them an accurate picture of risks of staying in vs. the benefit of my offer to let the HOA out of the case entirely.

I have no problem with combining the first two hearings (March 28 and April 6) if you cancel your second motion to dismiss pursuant to res judicata and moot. If you need time to take the attached March 22, 2017 settlement offer to the SCA Board, I would agree to move the combined March 28 and April 6 hearings to the April 27 slot, or later, if it is

TOBIN. 2784

still needed. Please bear in mind that i will be out of the country from April 12-April 25 and will not be able to prepare any response that may be required during that time.

Thank you.

Nona Tobin

(702) 465-2199

Nona

On Fri, Mar 24, 2017 at 1:28 PM, David Ochoa <DOchoa@lipsonneilson.com> wrote:

Hi Nona,

I'm following up the stipulation and order. I believe it makes sense to have all the hearings on the same day. However, we are coming down to the wire. If I don't hear from you soon, we will have to move just our initial motion, but that would still leave your motion on its own day. Please get back to me soon.

Sincerely,



David Ochoa, Esq.

**Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120**

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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TOBIN. 2785

RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

1 message

David Ochoa <DOchoa@lipsonneilson.com>
To: Nona Tobin <nonatobin@gmail.com>

Mon, Mar 27, 2017 at 11:39 AM

Nona,

Your request for settlement was previously denied. We will not be vacating our recent motion. Let me know if you change your mind on the recent stipulation to consolidate hearings we sent you.

Sincerely,

**David Ochoa, Esq.****Lipson, Neilson, Cole, Seltzer & Garin, P.C.**
9900 Covington Cross Drive, Suite 120**Las Vegas, Nevada 89144****702-382-1500 Ext. 118****702-382-1512 (fax)****E-Mail: dochoa@lipsonneilson.com****Website: www.lipsonneilson.com****OFFICES IN NEVADA, MICHIGAN & ARIZONA *******
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EXHIBIT 9

EXHIBIT 9

immediately. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege.

From: David Ochoa
Sent: Thursday, March 23, 2017 5:10 PM
To: 'Nona Tobin' <nonatobin@gmail.com>
Subject: RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Nona,

In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal.

We have filed our new motion, which has received a date of April 27, 2017. I have attached a stipulation and order to consolidate and reset the now three hearings that are set. If you approve the stipulation and order, please sign and submit to Lori Martin at Sun City Anthem. If you have questions or other concerns about the timing in the stipulation please let me know. I would like to get something to the court tomorrow if possible.

Sincerely,



David Ochoa, Esq.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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From: Nona Tobin [<mailto:nonatobin@gmail.com>]

Sent: Wednesday, March 22, 2017 4:45 PM

To: David Ochoa <DOchoa@lipsonneilson.com>; Sandy Seddon <Sandy.seddon@scacai.com>

Subject: Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Attached is the settlement proposal in writing that you requested yesterday. Hopefully, you will view this as a reason not to file any new motions that will unnecessarily keep SCA in this litigation or just add cost to both parties.

Thank you.

Nona Tobin

Nona

On Tue, Mar 21, 2017 at 7:44 AM, David Ochoa <DOchoa@lipsonneilson.com> wrote:

Nona,

We will be filing our new motion this week. I can prepare a stipulation to move everything to that new date. If it is given a date during the time you expect to be out of town, we can include in the stipulation a request for a date when you return.

Please email me your proposal for settlement.

Sincerely,



David Ochoa, Esq.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

TOBIN. 2789

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Monday, March 20, 2017 6:55 PM

To: David Ochoa <DOchoa@lipsonneilson.com>

Subject: Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

The hearing on SCACAI's motion to dismiss is still scheduled for March 28 and my opposition and counter motion to void the sale is still scheduled for April 6. Are you ok with consolidating them both on April 6.

If so, you want me to do a stipulation and order or will you do it?

As you can see from the forwarded email, I am interested in resolving SCA's role in this ASAP. You said on the phone that you needed to discuss the case with the SCA Board before agreeing to a settlement meeting. I am concerned about the two Board members who are competing against me for the Board being involved in that determination. One member, Carl Weinstein, is passing rumors around implying that this litigation should disqualify me from being on the Board. This necessitated me preparing an explanation for public distribution (attached). I offered to give a copy of it to Rex Weddle, my second opponent, and he refused to take it, saying that he couldn't read it since this was a matter before the Board.

Finally, you said that you were considering a motion regarding standing so I have attached the 11/15/16 Motion to intervene and the 1/12/17 notice of entry of the order granting it to save you the trouble.

Thanks.

Nona Tobin

(702) 465-2199

Nona

On Thu, Mar 16, 2017 at 3:13 PM, Nona Tobin <nonatobin@gmail.com> wrote:

TOBIN. 2790

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

From: "Nona Tobin" <nonatobin@gmail.com>

Date: Mar 8, 2017 1:32 PM

Subject: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

To: <pgutierrez@leachjohnson.com>, <thansen@leachjohnson.com>, <rcallaway@leachjohnson.com>, <rreed@leachjohnson.com>, <sanderson@leachjohnson.com>

Cc: "Sandy Seddon" <Sandy.seddon@scacai.com>, "Rex Weddle" <silasmrner@yahoo.com>, <aletta.waterhouse@scacai.com>, <james.mayfield@scacai.com>, <tom.nissen@scacai.com>, <bob.burch@scacai.com>, <bella.meese@scacai.com>, <carl.weinstein@scacai.com>

Sun City Anthem's motion to dismiss was scheduled by the clerk of the 8th district court to be at 9:30 AM on March 28, 2017, and my opposition to the SCA motion to dismiss and counter motion to void the HOA sale were scheduled to be heard on April 6, 2017 at 9 AM.

In the interest of judicial efficiency and to save Sun City Anthem's attorney fees, I am proposing that we submit a stipulation and order to consolidate the hearings to be both heard on April 6, 2017. Prior to that time I would like to meet with the lead attorney for settlement discussions.

I will be on vacation in the Galapagos from April 11-25 and so probably completely incommunicado, and I will request that no appearance or filing is scheduled during that time and that any time limits on a response from me consider my absence during that period.

Also, as you may be aware, I am a candidate for the Sun City Anthem Board with a possible beginning of term on May 1, 2017. Given that there are only five candidates for four Board seats, I have a reasonably high probability of success. Naturally, I would like to have Sun City Anthem's involvement in this case concluded prior to that time at no unnecessary cost (to them or me) and with no residual hard feelings between us.

I am sure you can see that if my (attached) motion to void 8/15/14 HOA sale were granted, our mutual goal of settling the case without any further cost or detriment to Sun City Anthem (or me) would certainly be achieved. I believe it is an elegant solution which avoids the SCA Board being placed in the untenable position of paying to defend the indefensible acts of its former agents, FirstService Residential/ Red Rock Financial/Services while at the same time returns equitable title to the rightful owner. Of course, I am also willing to listen to any suggested alternatives that would meet these same mutually beneficial objectives.

Therefore, I would like to meet with you at your earliest convenience to see if this can be amicably resolved without further judicial or administrative action involving Sun City Anthem who probably by next week will be the only remaining cross-defendant. Please be advised that yesterday I filed three 3-day Notices of Intent to Take Default against all the other parties, Plaintiffs Stokes/Jimijack and cross-defendants Thomas Lucas/Opportunity Homes and Yuen K. Lee/F. Bondurant. Their defaults should remove any concerns the Board might have in their action to support voiding the sale negatively impacting any purchaser or subsequent purchaser.

Also, please note that permitting the sale to be voided also renders moot the Nationstar ADR claim 16-849 filed 1/14/16 against SCA that RRFS refused to accept the tender of the super-priority amount in order to unlawfully conduct a sale that could extinguish the first deed of trust.

Please bear in mind that my attempts at informal resolution or to even discuss the matter with management and the SCA Board have been rebuffed, and I have been told that I must communicate through your office.

TOBIN. 2791

I don't know who is actually assigned so I am sending this email to everyone listed in the Wiz-net e-file system from your firm. Please note that the e-service details of filing show that there was an error in serving Ryan Reed and Sean Anderson so you may want to correct how they are set up in the e-file system.

I can be reached at [\(702\) 465-2199](tel:7024652199). Please contact me as soon as possible to set up a meeting time.

Nona Tobin

EXHIBIT 10

EXHIBIT 10

In order to reach a mutually beneficial conclusion to this dispute with SCA, I offer the following proposed settlement if SCA agrees to the terms and conditions below.

I will take the following actions and make the following commitments:

1. waive any argument against SCA of respondeat superior, that the principal is always responsible for the acts of its agents;
2. make no claim for damages against SCA;
3. make no claim for attorney's fees or litigation expense from SCA;
4. withdraw my February 1, 2017 cross-claim against SCA as if dismissed with prejudice;
5. agree not to initiate any further civil action or regulatory complaint against SCA to hold SCA in any way responsible for the fact that its former agents, FSR & RRFs, conducted a statutorily noncompliant foreclosure sale of 2763 White Sage Dr. (A summary of my claims is Attachment A).

In consideration for these actions, the SCA Board must make the following declarations and take the following actions:

1. SCA Board declares that it did not authorize and does not condone its former agents unjustly profiting from the foreclosure of 2763 by improper accounting, charging fees in excess of the legal limit, failing to offer the due process required by law, and failing to distribute the proceeds from the sale as required by NRS (2013) 116.31164.
2. SCA Board either voids the sale on its own motion or recommends to the court to grant my motion to void the sale of 2763 White Sage on the basis of SCA former Agents' failure to follow NRS 116.31162-NRS 116.31166, NRS 38.300-360, NRS 116.31085, SCA governing documents and Board policies.
3. SCA Board declares that any illegal actions by SCA's former Agents were done without authority knowingly granted by the SCA Board.
4. SCA Board declares it does not have any financial interest in the subject property and would lose nothing if the foreclosure sale were voided due to being statutorily non-compliant.
5. SCA Board confirms that \$2,701.04 credited to SCA on August 27, 2014, was accepted as payment in full, and that neither the Association nor any current or former Board member received nor benefitted from its former Agents' failure to distribute the proceeds in the manner prescribed by law.
6. SCA Board instructs its attorney to withdraw the counter-productive motion to dismiss my cross-claims for lack of jurisdiction under NRS 38.310 (2) as it increases both parties' costs in time and money to no purpose.
7. SCA Board instructs its attorney to withdraw or do not submit any motion that would attempt to require me to be represented by an attorney as it increases both of our costs in time and money to no purpose.
8. Prior to conducting an RFP for a new debt collector, the SCA Board will conduct a review of the SCA assessment process utilizing data analysis and meaningful Owner participation to adopt an assessment policy (not just a delinquent assessment policy) and process designed to:
 - a. Ensure that owners have the same (or more) due process rights as are currently afforded to owners being sanctioned for a dead tree;

- b. reduce the ability of debt collectors to prey on SCA members for their own unjust enrichment;
- c. increase the likelihood of voluntary collection;
- d. utilize foreclosure as a last resort;
- e. reduce the costs of SCA litigation;
- f. reduces the costs of errors & omissions insurance deductibles and premiums;
- g. follow both the letter and the spirit of applicable laws and regulations.

Attachment A

Summary of February 1, 2017 cross-claims against SCA:

1. Conduct of foreclosure sale was statutorily noncompliant with NRS 116.31162 through NRS 116.31166 (2013)
2. Failed to give proper notice to Respondent re 38.310 process conducted the sale after telling the Ombudsman that the sale was cancelled and the Owner was retained.
3. Referred the White Sage assessment account to collections before there was a default;
4. Charged fees in excess of the legally authorized amounts;
5. Rescinded the 3/12/13 notice of default;
6. Canceled the 2/12/14 notice of sale and did not replace it;
7. Conducted the sale while there was no notice of sale in effect;
8. Issued a foreclosure deed based upon a cancelled Notice of Default;
9. Former Agents concealed these actions from the SCA Board;
10. Statutory and Resolution process violated for not having any hearing or notice that appeal to the Board was available;
11. Sale was not commercially reasonable as sold to a non-bona fide purchaser for 18% of fair market value and sale involved fraudulent concealment of unlawful acts;
12. Former Agents kept money that belonged to Hansen estate of approximately \$60K from proceeds of the sale;
13. Former Agents kept money that belonged to the SCA and falsified the SCA records to keep their actions covert;
14. Former Agents were unjustly enriched – not SCA. So why should SCA defend them especially since they have not SCA Agents since April, 2015;
15. Breach of contract claims are against SCA former Agents and not the SCA Board and were an attempt to utilize indemnification clauses in the SCA contracts with former Agents to shield SCA's insurance from problems created by former Agents.

Fwd: 2763 White Sage - Actions in District Court

1 message

Nona Tobin <nonatobin@gmail.com>

Wed, Sep 14, 2016 at 12:04 PM

To: Steve Hansen <nasastevo@gmail.com>, Mark Burton <mark@meburton.com>

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

From: "Nona Tobin" <nonatobin@gmail.com>

Date: Sep 14, 2016 11:23 AM


Subject: 2763 White Sage - Actions in District Court

To: "Lori Martin" <lori.martin@scacai.com>

Cc: "James Long" <jamesjlong@sent.com>


Hi Lori,

I forwarded you a notice from the court the other day that had a copy of our reply that was filed in court on Friday, but I thought afterward, it might confuse you. So here is another link to it.

 A-15-720032-C-8574536_RPLY_Rep

I would like to have you, the General Manager and the HOA Board aware of what is going on in relation to the various disputes over the title and the validity of the HOA foreclosure sale of 2763 White Sage.

I've also attached our original motion to intervene in case No. A730078 Nationstar v. Opportunity Homes LLC on 7/29/16. I had not realized there was a parallel case No. A720032, Joel A. Stokes and Sandra F. Stokes as Trustees of Jimijack Irrevocble Trust v. Bank of America and Sun City Anthem Community Association, that had been filed June 6, 2015.

 061615 JJ v. bofa Complaint_Comp.pdf

Jimijack did not record a Lis Pendens on the property to give notice of their case for a full year after filing it on until June 8, 2016. Jimijack filed their Lis Pendens ignoring my May 23, 2016 recorded request for notice.

Jimijack also failed to serve SCACAI even though SCACAI was named as a defendant and there were two causes of action claimed against SCACAI.

I am going to be filing our wrongful foreclosure complaint in court to get the full title to the property returned to us as the equitable title holders at the time of the disputed HOA foreclosure sale on August 15, 2014.

If Judge Kishner approves our Motion to Intervene on 9/16/16, I will file into the two recently combined lawsuits within probably 10 days of whatever timeframe the judge orders. If, against all odds, she wants some other judge to hear our case separately, we'll go it alone.

In either case, SCACAI is a necessary Defendant because the sale, however, improperly done, was done in your name and on your authority. And further, SCACAI was named in the original suit, although mysteriously, never served.

There are several claims we will be making in court regarding why the HOA foreclosure sale should be invalidated related to violations of due process and statutory procedurals and notice violations. While the SCACA Board may have taken actions that made the HOA sale procedurally deficient by violating NRS 116.31085 or the bylaws or the governing resolution executive session.

There are other allegations that I will be making against FirstService Residential and Red Rock Financial Services which I believe were done without the Board's knowledge or direction.

I plan to request review of these allegations against FirstService Residential and Red Rock Financial Services by the IRED Compliance Division rather than include them in detail in the court action to quiet title. I am preparing a certified letter detailing my claims to officially inform the Board of my proposed filing of an NRED 514a complaint.

 Motion_to_Intervene_Minv.pdf

Re: Notice regarding quiet title litigation on 2763 White Sage

2 messages

Rex Weddle <silasmrner@yahoo.com>
Reply-To: Rex Weddle <silasmrner@yahoo.com>
To: Nona Tobin <nonatobin@gmail.com>

Wed, Dec 21, 2016 at 3:17 PM

Nona, I understand your willingness to resolve the matter informally.

However, given that you are now legitimized as a party to the litigation it would be inappropriate for the Board to involve itself directly in any way except through the voice of our counsel.

Thank you for the holiday wishes. I wish you the same.

Rex

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On Wednesday, December 21, 2016 3:07 PM, Nona Tobin <nonatobin@gmail.com> wrote:

Yesterday Judge Kishner approved my motion to intervene as a quiet title defendant. I definitely want to talk to you before I formally serve the HOA to see if we can find the easiest way to minimize the HOA's exposure.

Please note the objections stated by Plaintiff's counsel in the attached opposition. He reiterated at the hearing his position that I have no interest in the property and no right of redemption without prevailing first against the HOA to void the foreclosure sale. He totally wants the judge to ignore that the HOA agents, the buyer, the notary, the current party in possession and others committed fraud. He is trying to just dump the whole burden of litigation on the HOA which I am trying to avoid.

When can we meet to discuss this? Or do you prefer that I immediately schedule the matter to be heard by the Board at their next meeting?

As I said previously, this matter should not be delegated to staff. My experience with them has been that they (Sandy and Lori) will blow it off by telling me that they don't have to comply with my requests for information or listen when I offer information about how the interests of the membership would be better served.

Just to be clear, I am asserting the rights provided in NRS 116.31087:

NRS 116.31087 Right of units' owners to have certain complaints placed on agenda of meeting of executive board.

1. If an executive board receives a written complaint from a unit's owner alleging that the executive board has violated any provision of this chapter or any provision of the governing documents of the association, the executive board shall, upon the written request of the unit's owner, place the subject of the complaint on the agenda of the next regularly scheduled meeting of the executive board.

2. Not later than 10 business days after the date that the association receives such a complaint, the executive board or an authorized representative of the association shall acknowledge the receipt of the complaint and notify the unit's owner that, if the unit's owner submits a written request that the subject of the complaint be placed on the agenda of the next regularly scheduled meeting of the executive board, the subject of the complaint will be placed on the agenda of the next regularly scheduled meeting of the executive board.

(Added to NRS by 2003, 2218; A 2009, 2892)

Thanks. Hope you are having a great holiday season. I'll try not to take up too much of your time.

Nona Tobin
4303x101
(702) 465-2199

Nona

On Fri, Dec 16, 2016 at 7:19 AM, Nona Tobin <nonatobin@gmail.com> wrote:

I would like to meet either with you as the Board President privately (preferably), or as a second, less desirable option, be placed directly on the Board agenda to go over the details of this complaint before it is officially served on the HOA and the attorney-hours clock starts ticking.

I have attached the motion I filed to quiet title on a property that SCA foreclosed on for delinquent dues on 8/15/14. Actually, my motion is to intervene on two existing lawsuits that were consolidated last August.

The plaintiffs on the first one filed on 6/16/15 are the Stokes (Joel and Sandra Stokes as Trustees of Jimijack Irrevocable Trust v. Bank of America, Sun City Anthem Community Association) who currently have possession of the property.

The second lawsuit's plaintiff is Nationstar, the servicing bank who now falsely claims to own the beneficial interest of the first deed of trust (Nationstar v. Opportunity Homes, Inc.(the purported buyer at the HOA sale which is actually the alter ego of the Realtor Tom Lucas).

My interest in the property is as the executor of the estate of the homeowner at the time of the disputed HOA sale and as trustee and co-beneficiary of the Gordon B. Hansen Trust that actually held title.

I am intervening as a quiet title defendant with counter claims against the Stokes for fraud, unjust enrichment, and civil conspiracy with HOA agents and Realtor Tom Lucas among others. I also have counter-claims against Lucas for not being a bona fide purchaser for value and for abuse of his insider information as a Berkshire Hathaway Realtor when Berkshire Hathaway was under contract with me to sell the property. I have a counterclaim against Yuen K. Lee d/b/a F. Bondurant for fraudulently executing the quit claim deed that conveyed the property to the Stokes.

The motion to intervene as a defendant was filed per rule 24 which requires that I "serve a motion to intervene upon the parties as provided in Rule 5."

The unusual situation here is that although SCACAI was originally a named defendant in the Jimjack case since 6/16/15 and is still listed in the caption today, SCACAI was never served and therefore is not in the court's wiznet e-file list to be served under rule 5.

Rule 5 says that "No service need be made on parties in default for failure to appear except that pleadings asserting new or different claims for relief against them shall be served upon them in the manner for provided for service of summons in rule 4."

To me, this means that since the SCA is a necessary party, although not previously served, given that the HOA sale in dispute was conducted under the authority of the SCA. Therefore, SCA will be served and receive proper notice of any litigation on this SCA property by me under rule 4 and ongoing SCA will be served all filings by all parties, as part of the regular wiznet e-file system.

The second attached document is the Stokes opposition to my intervention, claiming that I can only get relief by getting the HOA to void the sale.

My reply to the Stokes opposition to my intervention into the other quiet title cases on the same property is the third attached document. It deals with the untimeliness and insufficiency of the opposition motion.

My reply to the opposition motion does not address that I believe the Stokes want me out of the case because in my counter and cross claims, I allege very specific instances of fraud and conspiracy between Stokes, their attorney, HOA agents and others to fraudulently convey the property. Further, the failure to pay the HOA on two recorded transfers of the property either the new member setup fee or the 1/3 of 1% asset enhancement fee essentially stole this money from the HOA while concealing their illegal acts.

The proposed cross-claim against the HOA and HOA agents is on pages 62-85 and my goal is to get the HOA sale voided by the court for statutory and procedural violations as well as for fraud by the HOA agents.

Over the past five years since my fiance died, I have spent literally hundreds of hours dealing with the abusive practices of banks and debt collectors on this property. I do not believe the Board is aware of the abusive debt collection practices, bank fraud, notary violations, lying to enforcement officials and usurping of HOA Board authority to essentially steal a \$400,000 house that went on in this case, but I have documented it and I can prove it.

The claims in this lawsuit refer to illegal actions by RMI and/or FSR as the Managing Agent and FSR d/b/a Red Rock Financial Services as the debt collector, but these problems persist and are even exacerbated under self-management. It is difficult for the Board to assert that the liability for the mishandling of the debt collection and foreclosure process lies solely with FSR if the Board continues to turn a blind eye with a new vendor.

The Board needs to be put on notice that the debt collection agreements with Alessi & Koenig and subsequently with HOA Lawyers group, were like jumping from the frying pan into the fire. There are literally hundreds of unfair debt collection practice cases against Alessi and his various alter ego shell companies in Pacer.gov, not to mention state courts.

I can show you one (Melinda Ellis v. Alessi Trust Corporation and its successor Alessi & Koenig, LLC) where a jury awarded \$614,000 against them for violation of fiduciary duty. Months later, there was a motion to show cause why Alessi et al. failed to pay the award as agreed and ordered. 3:09-cv-0428-LRH-WGC, doc 245).

We were rated the number one senior community in the nation in 2011, and even at the height of the recession we had less than a 1.5% delinquency rate and now it is 0.83%. There is really no need for us to use vendors that act like pay day lenders or for the Board to continue to violate the due process rights of the HOA members to unjustly enrich the unscrupulous debt collectors.

The hearing for my motion is on Tuesday, and I will contact you after that to inform you of the results and see whether you would like to meet with me alone first or if this item should be placed directly on the Board agenda. Or you can call me at the number below to discuss it.

Please note that I prefer not to discuss the case any further with staff as I do not believe the Board or the membership is well served by their advice on this matter.

✿ A-15-720032-C-8793920_MINV_Motion_to_Intervene_Int

✿ A-15-720032-C-8879193_ROPP_Reply_to_Plaintiff_Jim

✿ Plaintiff_Jimijack_Irrevocable_Trust_s_Opposition_'

Thank you for your review and thoughtful consideration of this matter.

Nona Tobin
SCA member # 04303X101
2664 Olivia Heights Ave.
(702) 465-2199

Nona Tobin <nonatobin@gmail.com>
ft To: Rex Weddle <silasmrner@yahoo.com>

Thu, Dec 22, 2016 at 1:18 PM

Rex, if that's the way you want to handle the litigation on 2763 White Sage, that's fine. Please give me the name of the attorney, and I will serve the complaint on him/her after the order on intervention is signed and the complaint is filed.

If you approve it, I would like to give him a call in advance to go over it as there are multiple parties and issues. Please try not to view me in a strictly adversarial way. I have been an SCA member for nearly 13 years and plan to continue living here for decades to come. I am intervening as a quiet title defendant as a fiduciary, as the trustee and co-beneficiary of my late fiance's residence that I never lived in, but which has caused me considerable grief over the five years since he died, mostly due to bank fraud and abusive debt collection practices.

I am not an attorney, but I do have a post graduate certification in Municipal Management and 26 years as a public sector executive manager or appointed official, and another decade with non-profits. I have served on multiple Boards and Commissions, and I have been certified as a Mediator for municipal and neighborhood disputes. In saying this, I hope to convey that I know what I am talking about and have the skills and experience to equitably resolve these kinds of problems; I am acting in good faith; and I have an interest in having the HOA where I plan to continue living act in accordance with the law and to help the Board to act as fiduciaries to the membership.

Therefore, independent of the lawsuit, I will be submitting a letter to the Board pursuant to NRS 116.31087 to inform the Board how the HOA is currently under self management and using Alessi a/k/a HOA Lawyers Group, violating the governing documents and the Board's debt collection process. I will show how these current violations perpetuate violations of the statutes and governing documents and Board resolutions that were occurring while SCA was under contract with FSR as managing agent while FSR was simultaneously using their debt collector's license d/b/a Red Rock Financial Services.

The litigation I have is not a class action. However, my research uncovered substantial problems with the HOA's way of doing business that I think the Board should be aware of to act within the law and to avoid acting of the advice of people who are ripping off HOAs and their members.

For example, in an 7/26/16 affidavit by David Alessi, he states that Alessi & Koenig has been involved in over 800 HOA foreclosures between 2011-2015 and that their assets are to the breaking point because there are 500 cases pending against them.

TOBIN. 2800

Without even getting to the fraudulent conveyances Alessi did to hide assets or the creation of the HOA Lawyers Group to shift responsibility for debt, you have to ask yourself how can SCA expect them to hold the HOA harmless in litigation over their practices if Alessi is filing declarations of non-monetary status and claiming non-culpability and that SB 239 should insulate them from any liability for monetary damages because they were acting solely as the foreclosure sale trustee?

m attaching without exhibits Alessi's affidavit and Bank of America's astonished reaction

Nona

[Quoted text hidden]

Re: Notices re Violations of governing documents

1 message

Nona Tobin <nonatobin@gmail.com>

Fri, Sep 16, 2016 at 1:35 PM

To: Desi Rafailova <Desi.Rafailova@scacai.com>, Lori Martin <lori.martin@scacai.com>, James Long <jamesjlong@sent.com>

Bcc: Brandon Dalby <bdalby1976@gmail.com>, Mark Burton Jr <mburton@audetlaw.com>, Mark Burton <mark@meburton.com>, susan daum <sfdaum@yahoo.com>

I understand your reluctance to give me the actual notices SCA sent to Gordon Hansen in 2014 about a violation for dead trees. However, please note that SCA actually sent them to my house, and to me, as I am the executor of the estate of the addressee. Gordon Hansen had already been dead for two plus years then, and now dead for nearly five.

I understand that when quiet title litigation with two other litigants is already before a judge, you are being either cautious or just doing what the lawyer said to do. It is, however, counter-productive and just plain, a mistake to get adversarial and overly legalistic with me.

Maybe, you could compromise. As I am a member of this community, there is no valid reason to refuse to provide me with the standard operating procedures. Please send me the procedures, including the form letters you use that you use in notifying owners whenever there is an alleged violation of the governing documents.

To make you more comfortable, I'll tell you exactly what I am going to do with it. Please share this information request with your attorney or the Board or whoever you think should know.

I am asking for this information in good faith so as to resolve the disputed HOA sale. The only thing I want from the SCA Board is to get the SCA Board to not object when I ask the court to invalidate the HOA foreclosure sale of this particular house. I ask that they look at the facts of the HOA foreclosure sale of this particular house and agree that covert and fraudulent actions by SCA agents and non-bona fide purchasers are sufficient to support a court ruling that the most equitable remedy would be to void the sale. Although there were due process violations by SCA that need to be procedurally corrected, I have no intention of going after the SCA for restitution as damages were caused by the covert illegal actions of parties who actually took the money (\$60,000 excess proceeds from what SCA got) or title and possession of the \$400,000 house for One Dollar consideration conveyed by a fraudulently notarized Quit Claim Deed.

I intend to notify appropriate regulatory agencies about illegal and covert actions by parties other than SCA who are responsible for much more serious violations done to unfairly and illegally enrich themselves. I intend to involve the regulatory agencies because this isn't the only house this was done to.

My greatest hope is that the Nevada Department of Business and Industry, Real Estate and Finance Divisions and the Nevada Attorney General and the Nevada Secretary of State, Commercial Registration and Notary Divisions, will utilize their resources to address a systemic failure statewide caused by poorly crafted legislation that allows unscrupulous debt collectors and community association managers to usurp the authority of HOAs for their own profit without detection.

Although I have filed a motion to intervene on the two existing cases, Judge Kishner postponed today's scheduled decision to Sept. 29 which postpones the deadline I thought I would have to file the quiet title claim which is happening either way the judge decides, but as of now, I have not filed against SCA. We are not adversaries in an open litigation if

that is your attorney's concern and how this tree sanction process against Gordon Hansen went down has nothing to do with Nationstar (who didn't sue you) or Jimijack (who didn't serve you).

My goal is to separate these complicated class action and criminal issues from my simple little quiet title claim on one SCA house. I intend to give sufficient facts to the regulatory agencies that they can address the systemic issues as they are supposed to do, but not do on my dime or on the SCA's dime.

I am going to file a 514a complaint against the former management company (FSR) for failure to appropriately train the Board to apply that resolution and the bylaws in relation to an allegation that the governing documents had been violated (delinquent dues) against the same owner, the same property, and at exactly the same time. I am alleging that this and other actions of theirs and fellow conspirators not only caused the HOA sale to be fraudulently conducted in the HOA's name and voidable as statutorily non-compliant, but some individual's action may rise to the level of criminal culpability.

I do not believe anyone on the SCA Board illegally profited from this or any other foreclosure that was done in its name. So my preference would be to not have SCA get intertwined with all that. That's why I want the actual documents of the notice of dead tree violation because I already have the notice of sanctions on that case and I want to report it was well and correctly handled.

If you don't give those exact documents to me, I would like to get the standard forms and boilerplate language to use in making my argument about how it should be done. I'm going to do it anyway so I just think it makes you look uncooperative and your attorney look like he's building fees.

Thanks in advance for any help you can give me.

Nona Tobin

(702) 465-2199

Nona

On Fri, Sep 16, 2016 at 10:07 AM, Desi Rafailova <Desi.Rafailova@scacai.com> wrote:

Good morning Nona Tobin,

I have spoken to our Community Manager and she advised to tell you that we must receive a court request in order to submit any documentation to you.

Desi Rafailova | Sun City Anthem

Community Standards Coordinator



CONFIDENTIALITY NOTICE: This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this communication in error, please notify the sender immediately by email and delete the message and any file attachments from your computer. Thank you.

From: Nona Tobin [mailto:nonatobin@gmail.com]
Sent: Wednesday, September 14, 2016 9:51 AM
To: Compliance <Compliance@scacai.com>
Subject: Notices re Violations of governing documents

I am a SCACA resident, member number 04303X101. I own the property at 2664 Olivia Heights Ave and have lived there since 2004. I am also the Successor Trustee and executor of the estate of Gordon B. Hansen, Grantor of the Gordon B. Hansen Trust, which owned the property at 2763 White Sage Dr. until the house was sold at a HOA foreclosure auction on August 15, 2014.

About a month or so before the house was auctioned off, I received, addressed to Gordon Hansen, notices that there was going to be a hearing regarding five dead plants and one dead tree that you sent to Gordon Hansen at 2664 Olivia Heights Ave since his address of record for a number of years both before and after his death was at my house.

Attached is the notice of fines you sent on August 13, 2014.

I would like to get a copy of the notice(s) you sent prior to the hearing.

I recall getting at least one and turning it over to Craig Leidy, Berkshire Hathaway Realtor who was handling in short sale that was in escrow at the time, and asking him to handle it. My sister had just gone into hospice, and in fact, died on August 18, 2014 so I was not able to deal with the association or a hearing personally as I was in California most of that month.

This information is important because there are currently three parties vying for quiet title to that property. If you, for whatever reason, have not retained a copy of the actual notice you sent, I would like to receive the boiler plate language that you use for such notices and the operational procedure you have to manage the process for administering sanctions for violations of the governing documents.

There is no allegation by any party that you did anything wrong in how this sanction was handled. In fact, I would like to commend you for the excellent protocol you established for the notice, hearing, appeal to the Board of Directors, and notice of the sanction imposed. I intend to offer it up as an example of appropriate due process for a homeowner against whom an allegation of a violation possibly warranting a sanction has been made.

Thank you for your assistance.

TOBIN. 2804

Fwd: More than you ever wanted to know about 2763 White Sage

1 message

Jim Long <jamesjlong@sent.com>
To: nonatobin@gmail.com

Thu, Aug 18, 2016 at 10:05 AM

Nona, below is my contact info. After our discussion this morning I don't know that I can provide any more info of value to you, but call if you think I can.

Jim Long

Cell : (702) 478-6030

2132 Silent Echoes Dr.

Henderson, NV 89044

Barb: (702) 715-5998

From: Barbara [mailto:barbolklong@hotmail.com]
Sent: Wednesday, August 17, 2016 4:59 PM
To: jimlong@sent.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

Sent from my iPad

Begin forwarded message:

From: Nona Tobin <nonatobin@gmail.com>
Date: August 17, 2016 at 4:38:45 PM PDT
To: barbolklong@hotmail.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

Hi Barb,

Could you forward this to Jim. I asked him if he would talk to me about this tomorrow after spinning, and it kept bouncing. I must have forgotten what he said his email was.

Thanks.

Nona

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

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

Date: Wed, Aug 17, 2016 at 12:53 PM

Subject: More than you ever wanted to know about 2763 White Sage

To: James.Long@sent.com

Thanks for agreeing to talk to me about this.

I need some help identifying defendants since I have evidence that shows that this wrongful foreclosure happened because the contractors acted in their own self interest rather than as fiduciaries per their contract. There are some irregularities in their corporate filings which make it a little tricky to follow the money.

I don't know if you were on the Board when this 8/15/14 sale happened, but I do know for sure the HOA only got \$2,700 of the \$63,100 Red Rock Financial Services collected from the sale and neither Nationstar nor the beneficiaries of the Gordon B. Hansen Trust saw a dime of the \$60,400 balance even though I asked for it.

I am going to be asking to have the foreclosure sale for delinquent HOA dues to be set aside due to substantial noncompliance with

- 1.the governing statutes (NRS116.31162-116.31168; NRS 38.300-360),
- 2.the CC&Rs section 8, p. 48-52,
- 3.the RMI Management Agreement dated 2/26/10
4. the SCA-HOA Collection of Assessment Policy dated 7/1/09
5. RRFS Delinquent Assessment Collection Agreement, dated 4/27/12 (which you signed)
6. the SCA Board resolution of delinquent assessment policy 10/1/13

The failure to properly distribute the \$63,100 proceeds from the sale is particularly troublesome and it is the part of the case where i haven't been able to find other cases for precedent. Did Red Rock or FSH/RMI ever discuss with the Board the option of the HOA taking title to the properties?

By the way, the current title holder, Joel and Sandra Stokes aka Jimijack, recorded title with a fraudulently notarized Quit Claim Deed for \$1 consideration on 6/9/15, but actually took possession per HOA records right after the foreclosure sale instead of the straw buyer who was a Berkshire Hathaway Realtor in the office where i had the property listed. Another fun fact, there was an offer on the table to sell the place two weeks before the sale for \$375,000 from Yvonne Blum, daughter of Marianne Blum who you know from our spinning class.

Since SCA contracted out all its accounting, debt collection, staffing and reporting to the Board, and you were on the Board and signed at least one of the contracts, I need some help in accurately identifying certain players and who reported what to the Board when you were there. Most of my causes for action are against the debt collectors: breach of contract, fraudulent concealment against authorities, unfairly enriching themselves by usurping the HOA's authority through fraudulent means. I would like your assistance in determining the degree to which the HOA Board received meaningful reports or was asked for authority to act.

Here are the questions i have so far:

TOBIN. 2806

1. When were you on the Board?
2. Do you remember that these debt collection-related documents listed above (that I can show you) were the only ones being in use during that time period?
3. Who presented the reports to the Board regarding debt collection?
4. What was the process for deciding if and when to foreclose in an individual case?
5. What was the Board's involvement, if any, in the collection and foreclosure process?
6. Did the Board discuss individual cases in default in executive session?
7. How was action authorized?
8. Did the Board get reports on what happened to the houses that were foreclosed on or the money that was collected above the amount the HOA got?
9. Were you aware of any required mediation process involving the NV Dept of Real Estate Ombudsman?

Here are some links:



042712 Delinquent Assessment Collection Agreement.pdf



Delinquent Assessment Policy & Procedure 100113.pdf



A-16-730078-C-8434332_MINV_Motion_to_Intervene.pdf

Judge Joanna Kirshner will decide on Sept. 16 in chambers on my motion, but joined or not, I want to file the complaint right after that.

Thanks again for looking at this.

Nona

Re: FW: More than you ever wanted to know about 2763 White Sage

1 message

Nona Tobin <nonatobin@gmail.com>
To: Jim Long <jamesjlong@sent.com>

Fri, Aug 19, 2016 at 11:32 AM

Thanks, Jim. I found the March, 2014 FSR contract that was current at the time of the sale on the website. Lori Martin only sent me the RMI one from 2010 and I am assuming there was no other one in between. It makes more sense now.

As I said, I'm not going after the HOA. I think Red Rock and FSR were being deceitful to the Board for their own financial gain. It's interesting that the case I'm intervening on named the SCA-HOA as a defendant but never served them. I want to try to not name the SCA-HOA if I can just name their agents since I think they violated their contracts. I would like to them on the service list though because it seems wrong if they are not informed.

Judge Robert C. Jones ruled in the Federal Thunder Bay case that the HOA is not a necessary party in a quiet title action since they got paid the dues and didn't go on title.

A few questions about executive session.

1. When the Board was asked to take action on an individual property, was there any type of notice, either on the agenda by Red Rock ID number or general topic or by notice to the affected property owner?
2. Did Red Rock tell the Board about such things as the OMB mediation process, pending sales, requests for payment plans, offers of partial payment, the homeowner's death, or any factor other than the amount the Red Rock said was delinquent?
3. How was the action of the Board if and when to foreclose on a particular property reported out of executive session?

Thanks again for your help.

.ona

Nona

On Thu, Aug 18, 2016 at 10:05 AM, Jim Long <jamesjlong@sent.com> wrote:

Nona, below is my contact info. After our discussion this morning I don't know that I can provide any more info of value to you, but call if you think I can.

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Thanks.

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[A-16-730078-C-8434332_MINV_Motion_to_Intervene.pdf](#)

Judge Joanna Kirshner will decide on Sept. 16 in chambers on my motion, but joined or not, I want to file the complaint right after that.

Thanks again for looking at this.

Nona

From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Wednesday, March 08, 2017 1:32 PM

To: Pa y Gu errez <PGutierrez@leachjohnson.com>; Theresa Hansen <thansen@leachjohnson.com>; Robin Callaway <RCallaway@leachjohnson.com>; Ryan Reed <RReed@leachjohnson.com>; Sean Anderson <SAnderson@leachjohnson.com>

Cc: Sandy Seddon <Sandy.seddon@scacai.com>; Rex Weddle <silasmrner@yahoo.com>; aletta.waterhouse@scacai.com; james.mayfield@scacai.com; tom.nissen@scacai.com; bob.burch@scacai.com; bella.meese@scacai.com; carl.weinstein@scacai.com

Subject: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Sun City Anthem's motion to dismiss was scheduled by the clerk of the 8th district court to be at 9:30 AM on March 28, 2017, and my opposition to the SCA motion to dismiss and counter motion to void the HOA sale were scheduled to be heard on April 6, 2017 at 9 AM.

In the interest of judicial efficiency and to save Sun City Anthem's attorney fees, I am proposing that we submit a stipulation and order to consolidate the hearings to be both heard on April 6, 2017. Prior to that time I would like to meet with the lead attorney for settlement discussions.

I will be on vacation in the Galapagos from April 11-25 and so probably completely incommunicado, and I will request that no appearance or filing is scheduled during that time and that any time limits on a response from me consider my absence during that period.

Also, as you may be aware, I am a candidate for the Sun City Anthem Board with a possible beginning of term on May 1, 2017. Given that there are only five candidates for four Board seats, I have a reasonably high probability of success. Naturally, I would like to have Sun City Anthem's involvement in this case concluded prior to that time at no unnecessary cost (to them or me) and with no residual hard feelings between us.

I am sure you can see that if my (attached) motion to void 8/15/14 HOA sale were granted, our mutual goal of settling the case without any further cost or detriment to Sun City Anthem (or me) would certainly be achieved. I believe it is an elegant solution which avoids the SCA Board being placed in the untenable position of paying to defend the indefensible acts of its former agents, FirstService Residential/ Red Rock Financial/Services while at the same time returns equitable title to the rightful owner. Of course, I am also willing to listen to any suggested alternatives that would meet these same mutually beneficial objectives.

Therefore, I would like to meet with you at your earliest convenience to see if this can be amicably resolved without further judicial or administrative action involving Sun City Anthem who probably by next week will be the only remaining cross-defendant. Please be advised that yesterday I filed three 3-day Notices of Intent to Take Default against all the other parties, Plaintiffs Stokes/Jimjack and cross-defendants Thomas Lucas/Opportunity Homes and Yuen K. Lee/F. Bondurant. Their defaults should remove any concerns the Board might have in their action to support voiding the sale negatively impacting any purchaser or subsequent purchaser.

Also, please note that permitting the sale to be voided also renders moot the Nationstar ADR claim 16-849 filed 1/14/16 against SCA that RRFS refused to accept the tender of the super-priority amount in order to unlawfully conduct a sale that could extinguish the first deed of trust.

Please bear in mind that my attempts at informal resolution or to even discuss the matter with management and the SCA Board have been rebuffed, and I have been told that I must communicate through your office.

I don't know who is actually assigned so I am sending this email to everyone listed in the Wiz-net e-file system from your firm. Please note that the e-service details of filing show that there was an error in serving Ryan Reed and Sean Anderson so you may want to correct how they are set up in the e-file system.

I can be reached at (702) 465-2199. Please contact me as soon as possible to set up a meeting time.

Nona Tobin

RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

1 message

Sean Anderson <SAnderson@leachjohnson.com>

Thu, Mar 9, 2017 at 2:03 PM

To: Nona Tobin <nonatobin@gmail.com>, Robin Callaway <RCallaway@leachjohnson.com>, Ryan Reed <RReed@leachjohnson.com>, John Leach <JLeach@leachjohnson.com>

Cc: Sandy Seddon <Sandy.seddon@scacai.com>, Rex Weddle <silasmrner@yahoo.com>, "aletta.waterhouse@scacai.com" <aletta.waterhouse@scacai.com>, "james.mayfield@scacai.com" <james.mayfield@scacai.com>, "tom.nissen@scacai.com" <tom.nissen@scacai.com>, "bob.burch@scacai.com" <bob.burch@scacai.com>, "bella.meese@scacai.com" <bella.meese@scacai.com>, "carl.weinstein@scacai.com" <carl.weinstein@scacai.com>, "Lori.Martin@scacai.com" <Lori.Martin@scacai.com>

Ms. Tobin:

Thank you for the email. We are amenable to consolidating the hearings on the April 6, 2017 date. We will contact the clerk of the court to see whether this needs to be accomplished by formal stipulation and order or whether it may be done by letter. After we hear from the court we will let you know.

In the meantime, we can schedule a time to meet to discuss the issue you have outlined below. Please feel free to contact Robin Callaway, copied on this email, to schedule a mutually convenient time. Thank you.

Sean L. Anderson

Leach Johnson Song & Gruchow

8945 W. Russell Road, Suite 330

Las Vegas, Nevada 89148

Phone: (702) 538-9074

Fax: (702) 538-9113

Email: sanderson@leachjohnson.com

Notice: This email, and any attachment hereto, contains information protected by the attorney-client privilege and the attorney work product doctrine. If you are not the intended recipient of this email, please notify me immediately upon receipt. Please be advised that any dissemination, distribution or copying of this communication is strictly prohibited. Thank you.

EXHIBIT 11

EXHIBIT 11

2

Inst #: 20141201-0000518

Fees: \$18.00

N/C Fee: \$0.00

12/01/2014 09:00:43 AM

Receipt #: 2235133

Requestor:

NATIONSTAR MORTGAGE

Recorded By: SAO Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Assessor's/Tax ID No. 191-13-811-052

Recording Requested By:
Nationstar Mortgage

When Recorded Return To:
DOCUMENT ADMINISTRATION
Nationstar Mortgage
2617 COLLEGE PARK
SCOTTSBLUFF, NE 69361



CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada

SELLER'S SERVICING #:0618315261 "HANSEN"

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: October 23rd, 2014

Assignor: BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Assignee: NATIONSTAR MORTGAGE LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Executed By: GORDON B. HANSEN, AN UNMARRIED MAN. To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WESTERN THRIFT & LOAN

Date of Deed of Trust: 07/15/2004 Recorded: 07/22/2004 in Book: 20040722 as Instrument No.: 0003507 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 191-13-811-052

Property Address: 2763 WHITE SAGE DR, HENDERSON, NV 89052

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of \$436,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said *VSR*VSRNATN*10/23/2014 03:08:21 PM* NATTO1NATNA000000000000000521839* NVCLARK* 0618315261 NVCLARK_TRUST_ASSIGN_ASSN * *CKNATN*

TOBIN. 2816

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT

On 10/29/14

By: *Nisha Dietrich*
Nisha Dietrich
Assistant Secretary

STATE OF Nebraska
COUNTY OF Scotts Bluff

On 10-24-2014, before me, Traci J Garton,
a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared
Nisha Dietrich, Assistant Secretary, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity, and that by his/her/their signature on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Traci J Garton
Traci J Garton
Notary Expires 10/25/2016



(This area for notarial seal)

Mail Tax Statements To: GORDON HANSEN, 2763 WHITE SAGE DR, HENDERSON, NV 89052

*VSR*VSRNATN*10/23/2014 03:08:21 PM* NATT01NATNA000000000000000521839*
NVCLARK* 0618315261 NVCLARK_TRUST_ASSIGN_ASSN * *CKNATN*

TOBIN. 2817

EXHIBIT 12

EXHIBIT 12

Inst #: 20140909-0000974

Fees: \$18.00

N/C Fee: \$0.00

09/09/2014 11:08:50 AM

Receipt #: 2146472

Requestor:

CORELOGIC

Recorded By: MJM Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

2

Recording Requested By:
Bank of America
Prepared By: **Ralph Flores**
800-444-4302

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823



DocID# 9028258423410976

Tax ID: 191-13-811-052

Property Address:

2763 White Sage Dr

Henderson, NV 89052-7093

NV0-ADT 30021075 7/28/2014 NPHASE2

This space for Recorder's use

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is **C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063** does hereby grant, sell, assign, transfer and convey unto **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION FKA FIRST UNION NATIONAL BANK** whose address is **C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063** all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Beneficiary: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN, ITS SUCCESSORS AND ASSIGNS**

Made By: **GORDON B. HANSEN, AN UNMARRIED MAN**

Trustee: **JOAN H. ANDERSON**

Date of Deed of Trust: **7/15/2004** Original Loan Amount: **\$436,000.00**

Recorded in **Clark County, NV** on: **7/22/2004**, book N/A, page N/A and instrument number **20040722-0003507**

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

~~AUG 21 2014~~

**BANK OF AMERICA, N.A., SUCCESSOR BY
MERGER TO BAC HOME LOANS SERVICING, LP,
FKA COUNTRYWIDE HOME LOANS SERVICING LP**

By: _____

Srbui Muradyan
Srbui Muradyan

Assistant Vice President

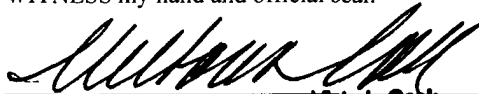
TOBIN. 2819

State of California
County of Ventura

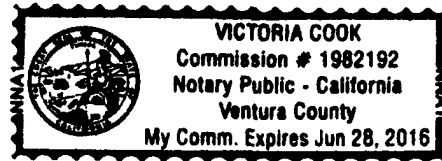
On AUG 21 2014 before me, Victoria Cook, Notary Public, personally appeared Srbui Muradyan, who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public: Victoria Cook
My Commission Expires: 6/28/16



(Seal)

DocID# 9028258423410976

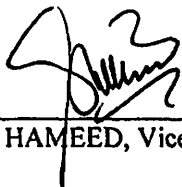
TOBIN. 2820

EXHIBIT 13

EXHIBIT 13

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2


WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT
On February 25th, 2019

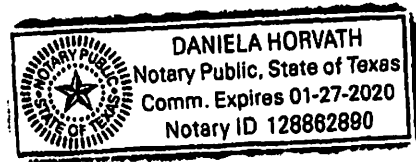
By: 
MOHAMED HAMEED, Vice-President

STATE OF Texas
COUNTY OF Dallas

On February 25th, 2019, before me, DANIELA HORVATH, a Notary Public in and for Dallas in the State of Texas, personally appeared MOHAMED HAMEED, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,


DANIELA HORVATH
Notary Expires: 01/27/2020 #128862890



(This area for notarial seal)

Mail Tax Statements To: GORDON HANSEN, 2763 WHITE SAGE DR, HENDERSON, NV 89052

*VSR*VSRNATN*02/25/2019 10:05:00 AM* NATTO1NATNA00000000000000521839*
NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * AM9*AM9NATT*

EXHIBIT 14

EXHIBIT 14



V1 WBCD LOAN # [REDACTED] 5232
MIN: [REDACTED]

NOTE

JULY 15, 2004
[Date]

HENDERSON,
[City]

NEVADA
[State]

2763 White Sage Dr, Henderson, NV 89052
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. **\$436,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **WESTERN THRIFT & LOAN, A FEDERALLY CHARTERED SAVINGS BANK**.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **6.250%**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **1ST** day of each month beginning on **SEPTEMBER 1, 2004**.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **AUGUST 1, 2034**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

**1101 W MOANA
SUITE 2
RENO, NV 89509**

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. **\$2,684.53**.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

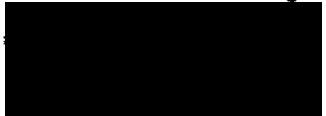
(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

Initials: *[Signature]*



5232

VI. WESTERN THRIFT & LOAN # 500185232

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Gordon Hansen (Seal)
GORDON HANSEN



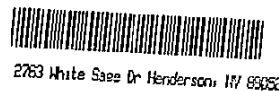
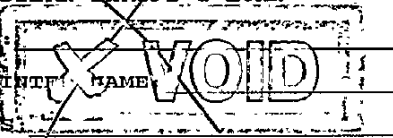
PAY TO THE ORDER OF
FLAGSTAR BANK, FSB
WITHOUT RECOURSE

WESTERN THRIFT & LOAN

BY:

PRINT NAME

ITS



[Sign Original Only]

PAY TO THE ORDER OF
Flagstar Bank, FSB

WITHOUT RECOURSE

Western Thrift + Loan
By: Lashunna Dinkins
Lashunna Dinkins
Loan Operations Associate

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

BY: David A. Spector
David A. Spector
Managing Director

PAY TO THE ORDER OF
Countrywide Home Loans, Inc.

WITHOUT RECOURSE
FLAGSTAR BANK, FSB

By: Melinda McNeal
Melinda McNeal, Vice President

By: Debra J. Beauvais
Debra J. Beauvais, Assistant Vice President



2763 White Sage Dr Henderson, NV 89052



5232

Loan#: [REDACTED] 5261 Asum: N Inv: CBA Wells Fargo_Frst Union 99 000000 Lien: 1
 ESTATE OF HANSEN Loan Type/Sub: 03 Conv/Unins / 00 Next Due: 1/01/12
 + Rate: 6.250 UnPaidBal: 389966.02 Pmt: 3203.36
 2763 WHITE SAGE DR #Pmts Delq: 00086 Dlq Amt 332279.16 P&I: 2684.53
 HENDERSON NV 89052 Msg: #1: 91 #2: 08 #3: 62 LPR: 1/03/12 Stat: R
 Phone 1: H 999-999-9999 W [REDACTED] Phone 2: H W
 FCBA Code: PFP: W/Ext: SCRA: N Behavioral Score: 000 W/Ext:
 Potential Del: 004 Eligibility Code: 0 Complaint Risk: Credit Score: 783
 Instructions:

BRAND: NSM BORROWERS 001

* Entered By Target Class ----- First Comment -----

[REDACTED]

- 01/30/19 MISOPS 01/30/19 CE CHK#:1001636135 DSB AMT: 15.00 DATE
 - 01/25/19 ** 01/25/19 PI PROPERTY INSPECTION RESULTS RECEIVED
 - 01/26/19 ** 00/00/00 CL PROPERTY INSPECTION COMPLETED
 - 01/25/19 MISOPS 01/25/19 CE CHK#:0000000000 DSB AMT: 993.66 DATE
 - 01/24/19 ** 01/24/19 PI PROPERTY INSPECTION RESULTS RECEIVED
 - 01/25/19 ** 00/00/00 CL PROPERTY INSPECTION COMPLETED
 - 01/18/19 MISOPS 01/18/19 CE CHK#:0000000000 DSB AMT: 500.39 DATE

* I=Inquiry, U=Update, C=Clear (Highlighted lines show the Uncleared items) +

Page Up/Dn F1=Detail Comm. F2=Excl Cleared F4=List F5=Exec Comm

F7=Next Loan F8=Prv Loan F9=Loan Info F10=Add F11=Dsp Master

F12=Return F13=Door F15=Delq Hist

EXHIBIT 15

EXHIBIT 15

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 8th 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.

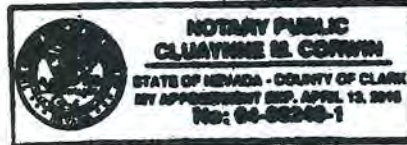
Signed, sealed and delivered in presence of:

yeun Lee
Grantor
yeun Lee Manager

State of Nevada)
County of Clark) ss

On this 8th day of June, 2015, before me, Clayton 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: Clayton 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
 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 16

EXHIBIT 16

Inst #: 20190501-0003348

Fees: \$40.00

RPTT: \$0.00 Ex #: 007

05/01/2019 04:12:04 PM

Receipt #: 3699653

Requestor:

JOEL STOKES

Recorded By: VELAZN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

APN: 191-13-811-052

Recording requested by and mail
document and tax statements to:

Name: Joel A. Stokes

Address: 2763 White Sage Dr.

City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 1st day of May, 2019, by Joel A. Stokes
and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantor(s)"),
whose address is 2763 White Sage Dr., Henderson, Nevada 89052, to Joel A. Stokes. (hereinafter
"Grantee(s)") whose address is 2763 White Sage Dr., Henderson, Nevada 89052

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar
USD (\$1.00) paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby
remise, release and quitclaim unto the said Grantee 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:

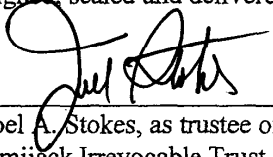
2763 White Sage Dr., Henderson, Nevada 89052


More particularly described as: APN 191-13-811-052

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

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:


Joel A. Stokes, as trustee of the
Jimijack Irrevocable Trust

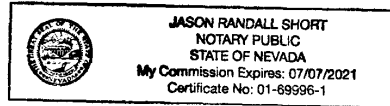

Sandra F. Stokes, as trustee of the
Jimijack Irrevocable Trust

State of Nevada)
) ss
County of Clark)

On this 1 day of May, 2019, before me, Jason Randall Short, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the persons of Joel A. Stokes, as trustee of the Jimijack Irrevocable Trust, and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this Quitclaim Deed; and, acknowledged to me that they executed the same in their capacity, and that by their signatures on this instrument did execute the same.

WITNESS my hand and official seal.

Signature: 



**STATE OF NEVADA
DECLARATION OF VALUE**

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

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

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

3. a. Total Value/Sales Price of Property \$ 406,580
 b. Deed in Lieu of Foreclosure Only (value of property (_____))
 c. Transfer Tax Value: \$ 406,580
 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: a transfer of title from a trust without consideration to some individual

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

Signature [Signature] Capacity: Grantee
 Signature [Signature] Capacity: Grantor

SELLER (GRANTOR) INFORMATION
(REQUIRED)
 Print Name: Jimjack Irrevocable Trust
 Address: 2763 White Sage Dr.
 City: Henderson
 State: Nevada Zip: 89052

BUYER (GRANTEE) INFORMATION
(REQUIRED)
 Print Name: Joel A. Stokes
 Address: 2763 White Sage Dr.
 City: Henderson
 State: Nevada Zip: 89052

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: Joel A. Stokes Escrow # _____
 Address: 2763 White Sage Dr.
 City: Henderson State: Nevada Zip: 89052

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 17

EXHIBIT 17

A-15-720032-C Joel Stokes, Plaintiff(s)
vs.
Bank of America NA, Defendant(s)

May 21, 2019 09:00 AM Status Check: Settlement Documents
HEARD BY: Kishner, Joanna S. COURTROOM: RJC Courtroom 12B
COURT CLERK: Botzenhart, Susan
RECORDER: Harrell, Sandra
REPORTER:

PARTIES PRESENT:

David Ochoa Attorney for Cross Defendant, Defendant
Donna Wittig Attorney for Counter Claimant, Other
Joseph Y. Hong Attorney for Counter Defendant, Plaintiff, Trustee
Linvel J Coppedge Attorney for Counter Claimant, Cross Claimant, Intervenor
Nona Tobin Counter Claimant, Counter Claimant, Counter Claimant, Cross Claimant, Cross Claimant, Intervenor, Intervenor, Intervenor

JOURNAL ENTRIES

Mr. Hong appeared telephonically through Court Call. Ms. Wittig informed the Court parties were going along with settlement, however, there was a motion for reconsideration filed on the HOA's motion for summary judgment; further noting she believes her client needs to wait until the Court rules on the motion for reconsideration in order to finish the settlement, the settlement agreement was drafted and was executed, however, her client is waiting on transfer of funds until after the motion for reconsideration is heard, as this could affect the settlement. Mr. Hong confirmed the settlement documents were signed, and in terms of payment, his client is waiting for the ruling on the motion for reconsideration. Mr. Coppedge stated his client had requested for him to withdraw from the case, to proceed pro se, and there is a motion pending on this. Mr. Ochoa requested Court to hear the motion for reconsideration first, further noting an objection was filed, the other parties are attempting to settle to resolve all issues; and he would request Calendar Call be heard after the decision on the motion for reconsideration. Parties made no objection to moving the Calendar Call. Upon Court's inquiry, Mr. Coppedge estimated 1 binder of exhibits as to Nona Tobin; and Mr. Hong confirmed his client will have no exhibits. COURT ORDERED, Motion for reconsideration and Calendar Call are RESET. Following objections by counsel, COURT ADDITIONALLY ORDERED, hearing SET on the Motion to substitute. Oppositions and any joinders are due May 24, 2019 by 3:00 p.m. Trial exhibits and any required trial documents for the Court are due at time of Calendar Call.

5/29/19 8:30 A.M. CROSS-CLAIMANT NONA TOBIN'S MOTION FOR RECONSIDERATION...MOTION TO SUBSTITUTE REAL PARTY IN INTEREST AND TO WITHDRAW AS COUNSEL OF RECORD FOR COUNTERCLAIMANT NONA TOBIN ON ORDER SHORTENING TIME

6/03/19 8:45 A.M. CALENDAR CALL

6/05/19 10:00 A.M. BENCH TRIAL (3 DAYS)

A-15-720032-C

EXHIBIT 18

EXHIBIT 18

Inst #: 20190506-0001022

Fees: \$40.00

05/06/2019 08:20:44 AM

Receipt #: 3702342

Requestor:

LAW OFFICES OF MUSHKIN & AS

Recorded By: TAH Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

RECORDING COVER PAGE

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

APN# 191-13-811-052

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

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Notice of Lis Pendens

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

RECORDING REQUESTED BY:

Mushkin Cica Coppedge

RETURN TO: Name Mushkin Cica Coppedge

Address 4495 South Pecos Road

City/State/Zip Las Vegas, NV 89121

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.

To print this document properly, do not use page scaling.

P:\Common\Forms & Notices\Cover Page Template Oct2017



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

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

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

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

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

15 Plaintiffs,
16 vs.

Department: XXXI

17 BANK OF AMERICA, N.A.;

NOTICE OF LIS PENDENS

18 Defendant.

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

22 JIMIACK IRREVOCABLE TRUST,
23 Counter-Defendant.

24 CAPTION CONTINUES BELOW
25
26
27
28

1
2 NONA TOBIN, an individual, and Trustee of
3 the GORDON B. HANSEN TRUST. Dated
4 8/22/08

5 Counter-Claimant,

6 vs.

7 JOEL A. STOKES and SANDRA F.
8 STOKES, as trustees of the JIMI JACK
9 IRREVOCABLE TRUST, SUN CITY
10 ANTHEM COMMUNITY ASSOCIATION,
11 INC., YUEN K. LEE, an Individual, d/b/a
12 Manager, F. BONDURANT, LLC, DOES 1-
13 10, AND ROE CORPORATIONS 1-10,
14 inclusive,

15 Counter-Defendants.

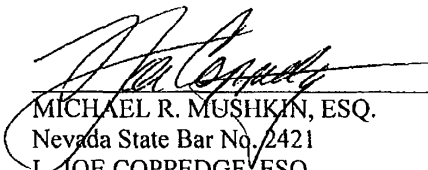
16 **NOTICE OF LIS PENDENS**

17 NOTICE IS HEREBY GIVEN that litigation is pending in the above-entitled Court
18 between the above-named parties, and the resulting litigation and orders may affect title to real
19 property commonly known as 2763 White Sage Drive, Henderson, Clark County Nevada,
20 Assessor Parcel Number 191-13-811-052 (the "Property"), and more particularly described as
21 follows:

22 Lot Eighty-Five (85) in Block Four (4) of Final Map of Sun City
23 Anthem Unit No. 19 Phase 2, as shown by Map thereof on File in
24 Book 102 of Plats, Page 80, in the Office of the County Recorder,
25 Clark County, Nevada.

26 DATED this 30 day of April, 2019

27 MUSHKIN • CICA • COPPEDGE

28 
MICHAEL R. MUSHKIN, ESQ.

Nevada State Bar No. 2421

L. JOE COPPEDGE, ESQ.

Nevada State Bar No. 4954

4495 S. Pecos Road

Las Vegas, Nevada 89121

Page 2 of 2

EXHIBIT 19

EXHIBIT 19

Inst #: 20190523-0003531

Fees: \$40.00

05/23/2019 03:10:20 PM

Receipt #: 3719436

Requestor:

BOSTON NATIONAL TITLE AGENC

Recorded By: RYUD Pgs: 30

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Recording Requested by:
Civic Financial Services, LLC

And After Recording Return To:
Civic Financial Services, LLC
2015 Manhattan Beach Blvd, Suite 106
Redondo Beach, CA 90278

APN: #191-13-811-052

Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing

Loan Number: 0119048046

1. Definitions

Words used in multiple sections of this document are defined below and other words are defined in Sections 3.3, 3.10, 3.12, 3.17, 3.18, and 3.19. Certain rules regarding the usage of words used in this document are also provided in Section 3.15.

"Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

"Borrower" is JOEL A. STOKES; BORROWER'S ADDRESS IS 4791 Fiore Bella Boulevard, Las Vegas, NV 89135; Borrower is the trustor under this Security Instrument.

"Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

"Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfer initiated by telephone, wire transfers, and automated clearinghouse transfers.

"Escrow Items" means those items that are described in Section 3.3.

"Lender" is CIVIC FINANCIAL SERVICES, LLC; Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of CALIFORNIA; Lender's address is 2015 MANHATTAN BEACH BLVD

“Loan” means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

“Miscellaneous Proceeds” means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverage described in Section 3.5.) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

“Mortgage Insurance” means insurance protecting Lender against the nonpayment of, or default on, the Loan.

“Note” means the promissory note signed by Borrower and dated May 21, 2019. The Note states that Borrower owes Lender Three Hundred Fifty-Five Thousand Dollars and Zero Cents Dollars (US\$355,000.00) plus interest; Borrower has promised to pay interest on this debt in regular Periodic Payments and to pay the debt in full not later than June 01, 2020.

“Periodic Payment” means the regularly scheduled amount due for (i) interest under the Note, plus (ii) any amounts payable under Section 3.3 of this Security Instrument.

“Property” means the property that is described below under the heading “Transfer of Rights in the Property”.

“RESPA” means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation that governs the same subject matter. As used in this Security Instrument, “RESPA” refers to all requirements and restrictions that are imposed in regard to a “federally related mortgage loan” even if the Loan does not qualify as a “federally related mortgage loan” under RESPA.

“Riders” means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower:

- | | |
|--|--|
| <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Revocable Trust Rider | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Other: |

“Security Instrument” means this document, which is dated May 21, 2019 together with all Riders to this document.

“Successor in Interest of Borrower” means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

“Trustee” is Boston National Title Agency LLC
15 75 Delucchi Lane Suite 115 Unit 29, Reno, Washoe 89502

2. Transfer of Rights in the Property

This Security Instrument secures to Lender:

- (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and,
- (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.

For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

STATE: NV

COUNTY: Clark

Type of Recording Jurisdiction	Name of Recording Jurisdiction	A.P.N.
County	Clark	191-13-811-052

Which currently has the address of: 2763 White Sage Drive, Henderson, NV 89052
more fully described by the legal description attached as Exhibit A.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "**Property**".

BORROWER REPRESENTS, WARRANTS AND COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

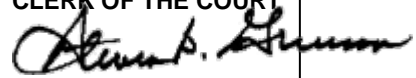
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

3. Uniform Covenants

Borrower and Lender covenant and agree as follows:

3.1 Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges

Borrower shall pay when due the Principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3.3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any



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

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

10 **JOEL A. STOKES and SANDRA F.**
11 **STOKES, as trustees of the JIMI JACK**
12 **IRREVOCABLE TRUST,**

13 **Plaintiffs,**

14 **vs.**

15 **BANK OF AMERICA, N.A.,**
16 **Defendant.**

17 **NATIONSTAR MORTGAGE, LLC,**
18 **Counter-Claimant,**

19 **Vs.**

20 **JIMI JACK IRREVOCABLE TRUST;**
21 **Counter-Defendant**

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

Cross-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

Cross-Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

MOTION TO VACATE SUN CITY
ANTHEM MOTION FOR SUMMARY
JUDGMENT AND NATIONSTAR
MORTGAGE JOINDER THERETO
AND COUNTERMOTION FOR
SUMMARY JUDGMENT

1 COMES NOW, NONA TOBIN, an Individual, Defendant-in Intervention/ Cross-
2 Claimant, appearing henceforth in proper person, hereby submits the following Motion to
3 vacate the Sun City Anthem Motion for Summary Judgment and Nationstar Mortgage, LLC's
4 Joinder Thereto, entered on April 17, 2019, pursuant to RNRCP Rule 60(b).

5 A Counter Motion For Summary Judgment Against Sun City Anthem is incorporated
6 herein. This motion is based on all papers and pleadings on record herein, and any oral
7 arguments the court may consider at the time of hearing on this matter.

8 **I. Hearing requested to coincide with pending motions to prevent fraud**

9 1. Tobin petitions this court to hear this motion to vacate the April 17, 2019 Order and the
10 counter motion herein with all other pending motions on a date outside of May 2 -May 9, 2019
11 prior to the May 28, 2019 date set for trial.

12 2. Jimijack and NSM are perpetrating a fraud upon this Court, i.e., to conceal that they have
13 no admissible evidence to support their claims of ownership. They are employing procedural
14 sleights of hand to prevent the court from hearing Tobin's evidence against them. It is for this
15 reason that Tobin petitions the court to consider all pending motions simultaneously when all
16 parties are present with Tobin appearing as a Pro Se.

17 3. Tobin earlier requested that the court hear her April 12, 2019 Opposition to Nationstar
18 Mortgage's (NSM's) Motion for Summary Judgment against Jimijack Irrevocable Trust
19 (Jimijack) and Countermotion against Jimjack on April 23, 2019 in conjunction with NSM's
20 motion for summary judgment against Jimijack

21 4. Jimijack did not file any opposition to NSM's March 21, 2019 motion for summary
22 judgment.

23 5. To date, Jimijack has not filed any opposition to Tobin's April 12, 2019 motion for
24 summary judgment.

1 6. NSM filed a notice of settlement between NSM and Jimjack on April 12, 2019 that must
2 be rejected by this Court to prevent NSM gaining standing to foreclose on a deed of trust it does
3 not own and a promissory note it does not hold.

4 7. On April 15, 2019, NSM filed a (SAO) stipulation and order that extended the briefing
5 schedule and continued the hearing from April 23, 2019 to May 7, 2019, without notifying
6 Tobin whose opposition was pending.

7 8. On April 22, 2019, Jimijack filed a NTSO to enter the stipulation and order that continued
8 the April 23, 2019 hearing to May 7, when Tobin is unavailable and unfairly permits Jimijack
9 to evade answering Tobin's April 12 Motion for summary judgment without Tobin's knowledge
10 or consent.

11 **II. MOTION TO VACATE ORDER , APRIL 17, 2019, PURSUANT TO**
12 **NRCF RULE 60 (b) Relief From a Judgment or Order**

13 **(b) Grounds for Relief From a Final Judgment, Order, or Proceeding.**
14 On motion and just terms, the court may relieve a party or its legal
15 representative from a final judgment, order, or proceeding for the following
16 reasons:

17 (1) mistake, inadvertence, surprise, or excusable neglect;

18 (3) fraud (whether previously called intrinsic or extrinsic),
19 misrepresentation, or misconduct by an opposing party;

20 (6) any other reason that justifies relief.

21 **III. SCA AND NSM DID NOT MEET THEIR BURDEN PURSUANT TO**
22 **RULE 56(C) OF NO DISPUTED MATERIAL FACTS**

23 The court shall grant summary judgment if the movant shows that there is
24 no genuine dispute as to any material fact and the movant is entitled to
judgment as a matter of law. The court should state on the record the reasons
for granting or denying the motion.

A. Facts listed in Findings of Fact are Disputed

1 9. Tobin disputes, and offers evidence to refute the listed facts 1,2,4,5,6,7,8,9,10,11,12,
2 13,14,15,16,17,18,19,20,21,22,23,25,26,27, 28, 29, 30, 31, 32, 33, 34, 35, 36.

3 10. Tobin petitions the Court to weigh all parties' evidence for admissibility and credibility
4 according to the same standards.

5 **B. Evidence Presented to Dispute "Findings of Fact"**

6 11. Sworn affidavits or declarations, made by Nona Tobin under penalty of perjury have been
7 filed into this case or to State enforcement officials, dated on or about 9/23/16, 1/10/17, 9/2/17,
8 3/5/17, 5/11/18, 3/5/19, 3/14/19, and 4/14/19 that have demonstrated the existence of disputed
9 facts.

10 12. Tobin's 3/5/19 Opposition to the Motion for Summary judgment contained a declaration
11 made under penalty of perjury that identified many more disputed facts that were not considered
12 by Counsel due to SCA attorney Ochoa's failing to properly inform the Court that he had agreed
13 to an extended deadline to file the opposition as SCA had not responded to Tobin's requests for
14 documents.

15 13. Declaration made by Craig Leidy, dated May 11, 2018, to support Tobin's motion for
16 summary judgment, that Tobin's counsel of record did not present previously to the Court is
17 incorporated with this motion.

18 14. The Leidy declaration specifically refutes RRFS' claim that it provided Leidy or Tobin
19 notice of the August 15, 2014 sale.

20 15. In addition, Leidy states under oath that the sale was extended more than three times.

21 16. Ombudsman Compliance Screen, authenticated on 4/15/19, as official public record of
22 Nevada Real Estate Division from database of all 2009 - 2014 notices of sale and HOA
23

24

1 foreclosure deeds submissions made as required by NRS (2013)116.311635 and
2 NRS116.31164(3)(b).

3 17. See Exhibit for a summary of evidence entered into the case to support pending motions.
4

5 **C. Per rule 56(d) Tobin petitions court to admit authenticated records previously**
6 **excluded**

7 18. The Ombudsman Compliance Screen, excluded and deemed inadmissible at the March
8 26 hearing was authenticated on 4/15/19 by Terralyn Lewis (fka Thompson), Administration
9 Section Manager, and is provided herein.

10 19. The compliance screen is the Ombudsman's contemporaneous log of letters, notices, and
11 deeds submitted to the State of Nevada Real Estate Division for any HOA foreclosure.

12 20. The Ombudsman Compliance Screen authenticated provides the only official record
13 available to the public documenting the notice of sale process and foreclosure of 2763 White
14 Sage.

15 21. Per the NRED Records Retention schedule, the physical records submitted are securely
16 destroyed after one year so none of these 2014 physical documents have survived to the present.

17 22. The Ombudsman is required to maintain the database of all records, including notices of
18 sale and HOA foreclosure deeds that were submitted to the Ombudsman for HOA foreclosure
19 that occurred between 2009-2014 as required by NRS (2013)116.311635 and
20 NRS116.31164(3)(b) which is the source of the document submitted to the Court.

21 **D. SCA waived its objection to the admissibility of the Ombudsman's Compliance**
22 **Record by failing to object to it for nearly three years**

23 23. Tobin obtained the Ombudsman Compliance Screen from Terralyn Thompson (now
24 Lewis) on May 26, 2016 pursuant to a public records request.

1 24. Tobin first presented it to SCA in 2016 and used it as the basis of her February 1, 2017
2 complaint.

3 25. SCA did not file an answer to Tobin's 2017 complaint until April 20, 2018, and did not
4 answer specifically or object to the Ombudsman compliance screen.

5 26. SCA had never challenged the authenticity of TOBIN00080, the Ombudsman's Notice
6 of Sale Compliance Screen, which was included with in Tobin's 8/20/18 Statement Disputed
7 Issues submitted with her NRS 38 claim for mediation and in Tobin pleadings and disclosures
8 filed into this case on 2/1/17, 3/3/17, 4/10/17, 7/13/18, 11/30/18, 2/27/19 and 3/5/19.

9 **E. Per rule 56(c)(2) Tobin raises an objection to SCA's allegations are not supported**
10 **by admissible evidence**

11 **NRCP 56(c)(2) Objection That a Fact Is Not Supported by Admissible**
12 **Evidence.** A party may object that the material cited to support or dispute
13 a fact cannot be presented in a form that would be admissible in evidence.

14 **F. Sun City Anthem evidence does not meet the Rule 56 (c)(4) standard re supporting**
factual positions

15 (4) **Affidavits or Declarations.** An affidavit or declaration used to support or
16 oppose a motion must be made on personal knowledge, set out facts that would
17 be admissible in evidence, and show that the affiant or declarant is competent
18 to testify on the matters stated.

19 **NRS 47.190 Determination on evidence of basic facts.** When a
20 presumption is made conclusive by statute or no direct evidence is
21 introduced contrary to the existence of the presumed fact, the question of
22 the existence of the presumed fact depends upon the existence of the basic
23 facts and is determined as follows:

24 1. If reasonable minds would necessarily agree that the evidence
renders the existence of the basic facts more probable than not, the judge
shall direct the jury to find in favor of the existence of the presumed fact.

2. If reasonable minds would necessarily agree that the evidence does
not render the existence of the basic facts more probable than not, the judge
shall direct the jury to find against the existence of the presumed fact.

1 27. SCA's evidence should be viewed with suspicion as it is based entirely on the unverified,
2 uncertified testimony of the debt collector.

3 28. SCA attorneys have withheld, concealed, or misrepresented all evidence that refutes the
4 Red Rock version of reality, including SCA's official records.

5 29. Tobin objects to SCA000176-SCA000643 Red Rock Foreclosure File being entered as
6 SCA's official record and used as evidence of "undisputed facts".

7 30. Tobin has proffered substantial certified and sworn evidence to refute the many
8 misrepresentations and outright falsifications that are contained in SCA000176-SCA000643
9 Red Rock Foreclosure File that has not been fully presented to the Court due to errors and
10 omissions by the Counsel of Record.

11 31. The Court has SCA attorneys misrepresentation of the RRFS file as the SCA official
12 record is comparable to a cop letting his criminal buddy write the police report that exonerated
13 him so no other cop could investigate the crime.

14 32. SCA Board meeting agendas and minutes, conforming to statutes and certified by the
15 secretary of the Board as accurate and complete, and mandated accessible to all owners, are the
16 ONLY OFFICIAL RECORD of the corporate acts of the Board.

17 33. "SCA000176- SCA000643, the Red Rock Foreclosure file" was filed into this case by
18 the SCA attorneys, without corroboration, verification or certification as SCA's official, and
19 only, record of actions leading up to the sale.

20 34. SCA attorney Ochoa has presented to the Court the RRFS Foreclosure file and
21 deceptively characterized it as the official record of SCA Board action.

22 35. Sun City Anthem did not present to the Court ANY sworn affidavits or declarations made
23 under penalty of perjury to support the allegations, erroneously called undisputed facts, in the
24 4/17/19 Order.

1 36. The only evidence SCA presented to the court purporting to establish facts asserted to
2 justify the motion for summary judgment was SCA000176-SCA000643 “Red Rock
3 Foreclosure File” without any authentication of the veracity or accuracy of the record that told
4 only RRFS’ version of events.

5 37. The SCA evidence used to support the motion for summary judgment is insufficient to
6 meet the rule 56(c)(4) standard as there were no affidavits by any independent person that
7 established its veracity.

8 38. SCA attorney Ochoa withheld in discovery SCA official records that were requested by
9 Tobin.

10 39. SCA attorney Ochoa withheld from the Court ALL SCA’s official certified records.

11 40. SCA attorney Ochoa misrepresented RRFS’s unverified foreclosure file to the Court as
12 if was legitimately the SCA official record and the only record the Court needed to consider.

13 41. SCA000176-SCA000643 is the “Red Rock Foreclosure File”, it is not in any legal way
14 the official record of SCA Board action.

15 42. SCA000176-SCA000643 Red Rock Foreclosure File” is unverified, uncorroborated by
16 any independent source, and is without legal authority to be characterized as SCA’s official
17 record.

18 43. SCA000176-SCA000643 Red Rock Foreclosure File” is contradicted by SCA’s actual
19 official records, i.e., SCA Board agendas and minutes, certified by the SCA Board President
20 and Secretary as accurate and complete.

21 44. SCA attorney has repeatedly blocked Tobin from acquiring or presenting to the Court,
22 present the SCA official record to the Court to show that the Red Rock Foreclosure file is
23 refused production of these documents in
24

1 45. SCA's official ownership record, the Resident Transaction Report, and the SCA Board
2 agendas and minutes were withheld in discovery.

3 46. SCA attorney Ochoa did not present to the court any authenticated or certified SCA
4 Board minutes as evidence of SCA Board decisions and actions leading up to the foreclosure
5 sale .

6 47. SCA attorneys, without any legal authority, put SCA Board's imprimatur on the words
7 and acts of Red Rock Financial Services, and represented it to the Court as SCA's official record
8 of the Board actions leading up to the foreclosure.

9 48. This misrepresentation, and failure to disclose, effectively allowed Red Rock Financial
10 Services to create a version of reality for the Court's eyes that is contradicted by the SCA official
11 records.

12 49. SCA attorneys have withheld in discovery SCA's actual official records of this sale and
13 other SCA foreclosures.

14 50. SCA's response to Tobin's Request for Production was to conceal and misrepresent the
15 evidence that there are no SCA Board minutes that document any SCA Board motion, second,
16 or vote to authorize the sale of 2763 White Sage.

17 51. SCA attorney falsely claimed in the response to Tobin's demand for production that
18 SCA000644-SCA000654 contained Board Meeting Minutes that documented the Board's
19 authorization of the sale.

20 52. This is false because SCA's disclosures ended on SCA000643.

21 53. SCA000644-SCA000654 were not disclosed or presented to the Court.

22 54. SCA has placed nothing into evidence, no certified official SCA record that corroborates
23 SCA000176-SCA000643 Red Rock Foreclosure File.

24

1 55. SCA attorneys' duplicity, covering up the wrongdoing of Red Rock Financial Services,
2 and falsely accusing Tobin of unclean hands is presented herein as grounds for vacating the
3 order pursuant to NRCP 60 (b)(3).

4
5 **G. NSM evidence does not meet the Rule 56 (c)(4) standard re supporting factual**
6 **positions**

7 (4) **Affidavits or Declarations.** An affidavit or declaration used to support or
8 oppose a motion must be made on personal knowledge, set out facts that would
be admissible in evidence, and show that the affiant or declarant is competent
to testify on the matters stated.

9 **56. NSM's Joinder p. 3, lines 4-7 states**

10 "adopt(ed) the (SCA's) statement of undisputed material facts, arguments,
11 and legal authority... to the extent they establish the absence of a genuine
12 issue of material fact"

13 57. NSM did not proffer any affidavit, declaration, or any other evidence to establish NSM
14 had any specific knowledge to support the NSM claim that '*the HOA conducted a proper*
foreclosure'.

15 58. Tobin has submitted sworn affidavits and declarations based on personal knowledge that
16 SCA did not provide her the notice and due process mandated by the SCA CC&Rs.

17 59. NSM attorneys do not have any personal knowledge of SCA's actions in relation to
18 Tobin's rights, or even what Tobin's rights are.

19 60. Tobin made a declaration, dated March 14, 2019, and filed with the Nevada Attorney
20 General, made under penalty of perjury, to demonstrate that NSM does not have admissible
21 evidence to establish it owns the Western Thrift deed of trust and is fraudulently using this civil
22 action to attempt to trick the Court into granting NSM quiet title, thereby creating an ownership
23 interest out of thin air.
24

1 61. The Court has not required NSM to produce admissible evidence to refute Tobin’s claims
2 that NSM has recorded false affidavits to make fraudulent claims against title and that NSM
3 cannot establish it has standing to foreclose by meeting the anti-foreclosure fraud requirements
4 entered into NRS 107 by AB 284 (2011).

5 **H. The entire sale is void due to SCA’s rejection of \$825 that would have cured the**
6 **default, not just the super-priority portion**

7 62. NSM did not proffer any evidence to establish or provide any citations to support NSM’s
8 distinction it made to assert that “the HOA conducted a proper foreclosure of the sub-priority
9 portion of its lien”.

10 63. SCA did not cite any authority to support its conclusion that the sale was valid to
11 extinguish Tobin’s ownership rights for reasons NSM had no knowledge of, but the sale void
12 and did not extinguish the deed of trust.

13 Quoting from Resources Group v. Nevada Association Services,

14 A foreclosure sale on an NRS Chapter 116 homeowners' association (HOA)
15 lien is void if, before the sale, the owner or deed-of-trust beneficiary cures
16 the default. Bank of Am., N.A. v. SFR Inus. Pool 1, LLC, 134 Nev., Adv.
17 Op. 72, 427 P.3d 113, 121 (2018) ("A foreclosure sale on [an HOA] lien
after valid tender satisfies that lien is void, as the lien is no longer in
default.").

18 64. Even if NSM’s argument were correct, it is misleading to the Court to provide the benefit
19 of this interpretation to NSM that has not provided any evidence it actually owns. the security
20 interest that constitutes the super-priority portion of its lien.

21 65. The Exhibits to the 2/12/19 joinder relate solely to the undisputed fact that the HOA
22 rejected the Miles Bauer’s 5/9/13 tender of \$825

1 **IV. CONCLUSIONS OF LAW WERE TOO NARROWLY CONSTRUED**

2 *When sitting in equity, courts must consider the entirety of the circumstances that bear upon*
3 *the equities.*

4 66. SCA alleged that its agent RRFS complied with the notice requirements specifically
5 delineated in NRS 116.3116 et sec. as evidenced by SCA000176-SCA000643.

6 67. The Court concurred that SCA was entitled to summary judgment as a matter of law.

7 68. Tobin petitions the Court to weigh the substantial evidence presented to refute SCA's
8 claim that RRFS actually did comply with all the requirements of NRS 116.3116 et sec.

9 69. Judicial notice is requested of the relevant provisions of SCA governing documents and
10 NRS chapters 38, 111, 116, 116A, 205, and 240 that are applicable in this case.

11 70. The Order also granted SNSM's joinder despite NSM presenting no evidence whatsoever
12 to support its claim that the sale was valid to extinguish Tobin's ownership rights but was void
13 to extinguish the security interests that, without evidence, NSM claims to own.

14 71. By focusing solely on the foreclosure statutes, the Court did not consider that these other
15 laws are relevant when weighing superiority of title between specific parties vying for quiet title
16 in this case.

17 72. The Court did not consider the notary laws or the statutes of fraud governing the transfer
18 of real property that were violated and rendered Jimjack's evidence of ownership inadmissible.

19 73. The Court did not consider the laws that prohibit NSM from making false claim of
20 ownership.

21 74. The Court ruled solely on RRFS' representation that it complied with the specific notice
22 requirements articulated in NRS 116.3116 et sec.,
23

24

1 75. The Court did not evaluate the entire legal framework that binds governs and binds SCA,
2 its agents, the banks, Jimijack and Tobin in different ways.

3 **A. Tobin does not have unclean hands by virtue of a single error of memory.**

4
5 76. SCA is justifying the surprise sale of a now-\$500,000 home for a \$2,000 debt that was
6 guaranteed to be paid by saying that a mistake of memory bars the deceased owner's estate from
7 relief.

8 77. SCA claimed that Tobin's mistake regarding the timing of the delivery of check 143 is
9 evidence of "unclean hands" and that the principle of equitable estoppel bar Tobin from relief.

10 78. Tobin pleadings filed into this case on 2/1/17, 3/3/17, 4/5/17, 4/10/17 and 11/30/18 and
11 into mediation on 8/20/18 and 11/6/18 included the statement that check 143 was delivered to
12 the HOA on 8/17/12 with a second check 142, stamped received on 8/17/12.

13 79. SCA produced evidence that Tobin saw for the first time on 12/26/18 that check 143 was
14 actually submitted on 10/3/12 with a letter to SCAHOA signed by Tobin that enclosed check
15 143.

16 80. Tobin Declaration contained herein stipulates that check 143 was submitted on 10/3/12
17 and not on 8/17/12, but that this is an insignificant failing when weighing the totally
18 disproportionate and unfair penalty that was imposed after SCA's agents refused to let the
19 delinquency be cured (two super-priority amounts rejected on 5/9/13 and 5/28/14 and from the
20 owner on 10/3/12) and the banks aggressively prevented the HOA being paid assessments as
21 Tobin intended (out of escrow opened on four market value sales).

22 81. Tobin urges the Court to weigh the abusive collection practices and unjust enrichment
23 gained by RRFS as well as the misrepresentations and dirty tricks of SCA attorney when
24 considering who has unclean hands.

1 82. The Declaration as well as previous pleadings and declarations filed into this case show
2 the SCA Board has been duped into to allowing its agents to become unjustly enriched and to
3 confiscate owners' property without notice or due process and that Tobin was provided no
4 effective notice of anything the association was doing related to her property.

5 83. SCA Board actions were all taken in secret.

6 84. RRFS conducted the sale without notifying any party with a known interest and without
7 giving the party with deeded property rights a chance to protect those rights by curing the trivial
8 debt or even knowing when to go to bid on equal footing at a public sale.

9 85. A finding that equitable estoppel bars Tobin from relief is unreasonable given the facts
10 of the case.

11 86. Tobin is an SCA homeowner who in fifteen years had only one late assessment payment
12 which occurred on August 17, 2012.

13 87. She made a mistake in thinking she had paid the assessments for her recently deceased
14 fiance's home at the same time, but paid those assessments immediately upon discovering that
15 she still had the check 143, dated August 17, 2012, in the checkbook.

16 88. When she paid the assessments with the check 143 she had written 47 days earlier, she
17 also notified the HOA that the property had been sold and that future assessments would be paid
18 out of escrow. She did not refuse to pay as SCA attorneys have mischaracterized her words.

19 89. Then for the next two years, she was hounded and harassed by the banks, at the same
20 time as they are blocking her ability to close escrow four times.

21 90. Meanwhile, the HOA and the debt collector decide everything they are going to do about
22 her property in secret and never speak to her or provide any written notice whatsoever in the six
23 months leading up to the sale.

24 91. Her property was confiscated without any notice or a chance to protect it.

1 92. When she has tried to remedy the situation, the HOA attorneys ruthlessly blocked her
2 ability to handle this dispute without litigation, and then forced her to get an attorney which has
3 cost her \$40,000 in addition to at least \$10,000 in other costs and had to invest three years of
4 hard work to keep the costs going over the value of the Property.

5 93. In this civil action, all of the opposing counsels have tried every trick in the book to keep
6 her motions from being heard on their merits, and misrepresented the facts to the court,
7 concealing documents, making side deals, and worse.

8 94. The Court has tolerated a lot of procedural irregularities and untimely responses that have
9 been denied to Tobin at least partially because of Trust's counsel's equally unacceptable
10 practice of failing to timely file pleadings Tobin has drafted.

11 95. Tobin petitions the Court to consider that the necessary elements of equitable estoppel
12 have not been met to bar Tobin from relief when it is she who has suffered a disproportionate
13 penalty 200 times the debt owed

14 96. Tobin has made no claims for damages so SCA really doesn't have a dog in this fight.
15 So why spend so much money to make sure Tobin's claims aren't heard?

16 97. What does SCA accomplish by this brutal attack on one of its long-standing members in
17 good standing. It just leaves the Court with a quiet title dispute between Jimijack, who is not a
18 bona fide purchaser for value and who does not have a recorded deed that is admissible as
19 evidence that its claim to ownership is superior to Tobin's, and who is colluding with NSM to
20 walk away from this deal with four years of rent profits.

21 98. If the sale is voided, Nationstar's claims against SCA are moot, and Nationstar is not
22 prejudiced in any way, as its rights to foreclose according to NRS 107 exist exactly as they did
23 the day before the sale. Only NSM would have to foreclose on Tobin who knows, but is not
24 playing, their game.

1 99. So why is NSM pulling all these procedural dirty tricks to get Tobin out of the case?
2 Simple answer. NSM has no standing to foreclose and can only get it by the magic trick of
3 pulling the wool over the judge's eyes.

4 **Equitable estoppel standard must be equally applied.**

5
6 100. On Page7-8

7 In determining whether a party's connection with an action is sufficiently
8 offensive to bar equitable relief, two factors must be considered: (1) the
9 egregiousness of the misconduct at issue, and (2) the seriousness of the harm
caused by the misconduct.

10 Only when these factors weigh against granting the requested equitable
relief will the unclean hands doctrine bar that remedy.

11 101. Tobin petitions the Court to consider that both SCA and NSM were completely
12 uncooperative in discovery and concealed records Tobin specifically requested because these
13 records prove Tobin's case.

14 102. Item 8 on page 8 of the Order SCA asked the Court to apply this standard of unclean
15 hands against Tobin.

16 8. The Nevada Supreme Court in Las Vegas Fetish & Fantasy Halloween Ball, Inc.
17 v. Ahem Rentals, Inc. cited to Income Inv'rs v. Shelton, 3 Wash. 2d 599, 602, 101
18 P.2d 973, 974-75 (1940), for its position on denying equity to a party with unclean
hands. The Income Inv'rs Court stated:

19 Equity will not interfere on behalf of a party whose conduct in connection
20 with the subject-matter or transaction in litigation has been unconscientious,
21 unjust, or marked by the want of good faith, and will not afford him any
22 remedy. 1 Pomeroy's Equity Jurisprudence (4th ed.) 739, § 398; Dale v.
Jennings, 90 Fla. 234, 107 So. 175; Bearman v. Dux Oil & Gas Co., 64 Oki.
147, 166 P. 199; Dewese v. Reinhard, 165 U.S. 386, 17 S.Ct. 340, 41 L.Ed.
757. Other authorities might be cited, but the rule appears to be universal.

23 If the parties were guilty of the conduct which the trial court found that they
24 were, the appellant comes squarely within the rule that equity will deny it
relief, because coming into a court of equity and asking relief after wilfully

1 concealing, withholding, and falsifying books and records, is certainly not
2 coming in with clean hands.

3 Income Inv'rs v. Shelton, at 974-75.

4 103. Tobin petitions the court to apply this standard of unclean hands and equitable estoppel
5 to the opposing parties.

6 **V. CONCLUSION**

7
8 104. Tobin petitions the court to vacate the order for summary judgment against her as SCA
9 and NSM did not meet their burden to establish that there are no disputed material facts.

10 105. Tobin petitions the court to consider the entire legal frame work applicable to this case
11 and vacate the Order as neither SCA nor NSM are entitled to summary judgment against Tobin
12 as a matter of law.

13 106. Tobin requests that the Court schedule to hear all pending motions , oppositions, and
14 replies simultaneously on a date outside May 2 through 9, 2019.

15 107. Judicial notice is requested of the coversheet summarizing the contents to the exhibits to
16 Tobin's 4/17/19 pleading

17
18 Dated this 24th day of April, 2019.

19 

20 NONA TOBIN

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*

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I. TOBIN MOVES FOR SUMMARY JUDGMENT

1. The sale did not comply with all the applicable statutes as established by the evidence Tobin provided and which SCA did not produce any credible, certified or admissible evidence to refute. SCA did not provide the notices required by NRS 116.31162(4), NRS 116.31163, NRS 116.311635, or provide a deed to the Ombudsman per NRS 116.31164(3)(b), and did not distribute the proceeds of the sale as mandated by NRS 116.31164(3)(c).

2. SCA did not provide any of the notice and due process required by NRS 116.31031 and SCA bylaws 7.4.

3. SCA acting unreasonably and prevented the delinquency from being cured on two occasions and rejected the super-priority amount twice.

4. The sale was not authorized by valid SCA Board action. The SCA Board did not take any documented vote in any duly-called Board meeting to authorize the sale. There are no minutes certified by the SCA Board President and Secretary documenting a motion, second, or vote to approve any actions taken by Red Rock Financial Services

5. vote compliant with NRS 116.31083 and NRS 16.31085, documents any Board vote to authorize the foreclosure sale of 2763 White Sage Drive.

6. As there is no SCA record that SCA foreclosed and sold the property,

7. As the sale price was commercially unreasonable, i.e., sold for \$63,100, less than 18% of the \$353,529 Real Property Transfer Tax value on the day of the sale and the \$358,800 offer on the table pending lender approval, and evidence supports a finding that the sale unfair and

1 oppressive to the estate of the deceased homeowner in favor of Jimijack, a non-bona fide purchaser
2 with no admissible evidence to support its claim of ownership.

3 **II. LEGAL STANDARD**

4 8. In *SFR Investments Pool 1, LLC v. U.S. Bank, N.A., 130 Nev., Adv. Op. 75, 334 P.3d 408*
5 *(2014)*, court held that HOA lien is split into super-priority and sub-priority. The lien is split, and
6 a proper foreclosure of the super-priority piece extinguishes the first deed of trust.

7 9. The Nevada Supreme Court in which unequivocally held in *Horizons at Seven Hills*
8 *Homeowners Association v. Ikon Holdings, LLC*, that an HOA's super-priority lien does not
9 include interest, collection costs, or other fees.

10 10. On August 11, 2016, in *Stone Hollow Avenue Trust v. Bank of America, N.A.*, the Nevada
11 Supreme Court held that a mortgagee's tender to the HOA of the super-priority amount of the
12 HOA's lien extinguishes the super-priority lien, *even if the HOA wrongfully rejects the tender*.

13 11. In *Nationstar Mortg., LLC v. Saticoy Bay LLC Series 2227 Shadow Canyon*, the NV
14 Supreme Court found on November 22, 2017, "where inadequacy of the price is great, a court may
15 grant relief based on slight evidence of fraud, unfairness, or oppression." price is wholly irrelevant.
16 To the contrary, *Golden* recognized that the price/fair-market-value disparity is a relevant
17 consideration because a wide disparity may require less evidence of fraud, unfairness, or
18 oppression to justify setting aside the sale:

19 12. *Golden v. Tomiyasu, 79 Nev. 503, 514, 387 P.2d 989, 995 (1963)*, upheld a sale with a
20 purchase price that was 29 percent of fair market value, finding no reason to invalidate a "legally
21 made" sale absent *actual* evidence of fraud, unfairness, or oppression. See *Golden*, 79 Nev. at 515,
22 387 P.2d at 995 ("[I]t is universally recognized that inadequacy of price is circumstance of greater
23 or less weight to be considered in connection with other circumstances impeaching the fairness of
24

1 the transaction as a cause of vacating it. . . ." (emphasis added) (quoting *Odell v. Cox*, 90 P. 194,
2 196 (Cal.1907))).

3 13. *Nationstar Mortg., LLC v. Saticoy Bay LLC Series 2227 Shadow Canyon*, 133 Nev., Adv.
4 *Op. 91*, 405 P.3d 641, 647-48 (2017). But the greater the disparity between price and value, the
5 less in the way of unfairness or irregularity need be shown.

6 14. *Residential Capital LLC v. Cal-W. Reconveyance Corp.*, 134 Cal. Rptr. 2d 162, 173 (Ct.
7 *App. 2003*)("Only a properly conducted foreclosure sale, free of substantial defects in procedure,
8 creates rights in the high bidder at the sale.").

9 15. *From Resources Group* Grant S. Nelson, Dale A. Whitman, Ann M. Burkhart & R. Wilson
10 Freyermuth, Real Estate Finance Law § 7:21 (6th ed. 2014) (noting that a trustee's sale is void
11 where there is no authorization to foreclose, and that there is no authorization to foreclose when
12 the loan is not in default).

13 **III ARGUMENT**

14 16. It was unlawful, unfair and unreasonable for RRFS to prevent the deficiency from being
15 cured by owner or bank payments.

16 17. SCA did not stop RRFS from adding unauthorized charges or claiming unearned and
17 unnecessary collection fees.

18 18. The delinquency was cured by the 10/3/12 payment with check 143. It is was unjustified
19 and unfair to put a lien on the property that same quarter where no additional late fees were
20 authorized, demanding of \$925.76 to cover \$275 assessments and \$25 late fee was all that was due
21 and owing.

22 19. SCA rejected the Miles Bauer tender of \$825 on May 9, 2013 when \$825 would have cured
23 the delinquency by paying totally for the nine months assessments then past due. Only \$75 in late
24 fees were authorized.

1 20. It would be unreasonable to claim that in was only the superiority piece when RRFS did
2 not inform anyone of its unilateral decision to reject the tender and BANA had caused the HOA
3 not to be paid the \$3,055.47 that would have been paid out of the escrow of the May 10, 2013
4 Mazzeo \$395,000 purchase offer.

5 21. [*Shadow Wood, 132 Nev., Adv. Op. 5, 366 P.3d at 1112*](#) on January 28, 2016, the NV
6 Supreme Court set aside a sale for equitable principles, reaffirmed its holding on the nine-month
7 super-priority HOA lien, and held that a lender that obtains title to property is responsible for pays
8 HOA assessments which become due after it takes title.

9 22. In Summer 2013, BANA took possession of the property but would not take the title.

10 23. This was an unfair practice because the title stayed with the Trust, but locked Tobin out.

11 24. The banks didn't pay the assessments, but they wouldn't let Tobin sell it.

12 25. BANA and Nationstar's refusal to allow the Property to be sold at fair market value is the
13 proximate cause of the foreclosure sale.

14 26. Nationstar is barred from arguing that the SCA refusal of the Miles Bauer tender only
15 protects the bank's interests.

16 27. Nationstar is barred from claiming it automatically assumes BANA's rights after BANA
17 defaulted. See the Order entered June 7, 2016 in this case.

18 28. Nationstar is barred from quiet title until it proves it owns the note and has standing to
19 foreclose independent of trying to sneak one by the judge.

20 **Sale was not authorized by official Board action**

21
22 29. Legal analysis of NRS 116 meeting laws support a finding that there was no Board action,
23 compliant with NRS 116.31083 and NRS 116.31085, that authorized the sale of 2763 White Sage
24 Drive.

1 30. The way SCA approved this foreclosure would be equivalent to a judge meeting in
2 chambers with A and, based solely on A's allegations that B owed A \$2000, the judge ruled that
3 A could sell B's house without telling her. There was no court record, no order entered, Absent an
4 official, compliant Board action to authorize the sale, the sale IS void or voidable.

5 **The sale of 2763 White Sage did not comply with NRS 116.31083 and NRS 116.31085**

6 31. [NRS 116.3102](#) define the powers of unit-owners' association.

7 32. [NRS 116.3102\(m\)](#) limits the association's authority to sanction an owner for an alleged
8 violation of the governing documents by requiring the association to provide notice and due
9 process as delineated in [NRS 116.31031](#) to the owner who may be sanctioned.

10 33. With certain exceptions defined in [NRS 116.31085](#), Board actions must occur at duly called
11 Board meetings, compliant with the provisions of [NRS 116.31083](#), i.e.,

- 12 a. that are open to all unit owners,
- 13 b. that provide meaningful notice of the actions the Board intends to take at that
14 meeting,
- 15 c. that provide minutes of all Board decisions made and actions taken.

16
17
18 **NO NOTICE OF ANY VOTE RE 2763 WHITE SAGE ON ANY AGENDA**

19 34. According to NRS 116.31083(5), meetings of an association's executive board must
20 comply with the provisions of subsection 4 of NRS 116.3108.

21 NRS 116.3108(4) defines requirements of notice and agendas:

- 22 (a) A clear and complete statement of the topics scheduled to be considered
during the meeting, ...
- 23 (b) A list describing the items on which action may be taken and clearly denoting
that action may be taken on those items. In an emergency, the units' owners may take
24 action on an item which is not listed on the agenda as an item on which action may
be taken.

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(c) A period devoted to comments by units’ owners regarding any matter affecting the common-interest community or the association and discussion of those comments. Except in emergencies, no action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken pursuant to paragraph (b).

NO CERTIFIED BOARD MINUTES DOCUMENT ANY VOTE TO SELL

35. NRS (2013) 116.31083 (8) (10) require the Board to maintain “*the minutes of each meeting of the executive board until the common-interest community is terminated.*” that include the following specific information:

8. Except as otherwise provided in subsection 9 (Section 9 allows the Board to “establish reasonable limitations on materials, remarks or other information to be included in the minutes of its meetings.”) and NRS 116.31085, the minutes of each meeting of the executive board must include:

- (a) The date, time and place of the meeting;
- (b) Those members of the executive board who were present and those members who were absent at the meeting;
- (c) The substance of all matters proposed, discussed or decided at the meeting;
- (d) A record of each member s vote on any matter decided by vote at the meeting; and
- (e) The substance of remarks made by any unit s owner who addresses the executive board at the meeting if the unit s owner requests that the minutes reflect his or her remarks or, if the unit s owner has prepared written remarks, a copy of his or her prepared remarks if the unit s owner submits a copy for inclusion.

IT IS IMPERMISSIBLE TO SANCTION AN OWNER IN A CLOSED MEETING.

36. The decision to foreclose on 2763 White Sage was made in a closed session which was not permissible under the terms of NRS 16.31085 (3) (4).

37. There are no minutes of any SCA Board meeting that document the owner being offered an opportunity for an open hearing or the Board providing the due process or any hearing prior to the sale of 2763 White Sage Drive.

1 **38. [NRS 116.31085](#) (3) defines the only permissible topics of discussion and actions the Board**
2 is authorized to take in an executive session closed to owners

3 NRS 116.31085 (3)

4 3. An executive board may meet in executive session only to:

5 (a) Consult with the attorney for the association on matters relating to proposed
6 or pending litigation if the contents of the discussion would otherwise be governed
7 by the privilege set forth in [NRS 49.035](#) to [49.115](#), inclusive.

8 (b) Discuss the character, alleged misconduct, professional competence, or
9 physical or mental health of a community manager or an employee of the
10 association.

11 **(c) Except as otherwise provided in subsection 4, discuss a violation of the
12 governing documents, including, without limitation, the failure to pay an
13 assessment.**

14 (d) Discuss the alleged failure of a unit's owner to adhere to a schedule required
15 pursuant to [NRS 116.310305](#) if the alleged failure may subject the unit's owner to
16 a construction penalty.

17 **39. Whereas NRS 116.31085(3)(c) only authorizes the Board to “discuss” alleged violations**
18 **of the governing documents in executive session, NRS 116.31085(4) only permits Board action to**
19 **sanction an owner for an alleged violation in closed session when it holds a hearing at which the**
20 **owner can present a defense to dissuade the Board from imposing a sanction for an alleged**
21 **violation.**

22 NRS 116.31085(4)

23 4. An executive board shall meet in executive session to hold a hearing
24 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 executive board. If the person who may be sanctioned for
the alleged violation requests in writing that an open hearing be conducted, the
person:

(a) 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;

(b) 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; and

(c) Is not entitled to attend the deliberations of the executive board.

1 40. NRS 116.31085(6) requires the Board to report its actions taken in closed session in the
2 regular Board minutes.

3 6. Except as otherwise provided in this subsection, any matter discussed by the
4 executive board when it meets in executive session must be generally noted in the
minutes of the meeting of the executive board.

5 41. NRS 116.31085 (6) also defines a sanctioned owner's right to receive minutes of any closed
6 meeting at which the Board took action to sanction an owner for an alleged violation pursuant to
7 a hearing.

8 The executive board shall maintain minutes of any decision made pursuant to
9 subsection 4 concerning an alleged violation and, upon request, provide a copy
10 of the decision to the person who was subject to being sanctioned at the hearing
or to the person's designated representative.

11 42. SCA refused to provide minutes as required by NRS 116.31085(6) to document a decision
12 to foreclose was made pursuant to a hearing.

13 43. The fact that SCA Board did not provide notice of its intent to authorize the foreclosure of
14 2763 White Sage, nor offer the owner an opportunity for an open hearing, nor hold a hearing that
15 provided the owner with the mandated due process is evidenced by CAM Lori Martin's June 1,
16 2016 email refusing Tobin's request for minutes of any meeting at which the BOD took action to
foreclose:

17 "Your request for the "minutes where actions leading to foreclosure for delinquent
18 assessment(s) was approved for 2763 White Sage" cannot be fulfilled since those
19 minutes are Executive Session minutes and not privy to the anyone except the
20 Board. The only time Executive Session minutes are released to a homeowner is if
a hearing was held and then, only that portion of the meeting minutes is provided."

21 **UNDISPUTED FACTS**

22 44. Minutes of all 2014 Board meetings are available to all SCA members by law, but SCA
23 withheld them in discovery.

24 45. [SCA 315](#) was the only evidence proffered of Board action to authorize the sale of 2763

1 White Sage Drive on March 7, 2014.

2 46. SCA 315 alleges that Jean Capillupo, Board member, signed on February 27, 2014 a
3 statement on RRFS letterhead, dated February 14, 2014,

4 “The Board of Directors of Sun City Anthem Community Association
5 approves that Red Rock Financial Services is to proceed with the foreclosure
6 of the property address 2763 White Sage Dr., Henderson NV 89052 on
7 March 7, 2014 at 10:00 AM pursuant to this authorization and the conditions
8 set forth in the Permission for Publication of Foreclosure Sale and Authority
9 to Conduct Foreclosure Sale.”

10 47. SCA 315 also includes a note, handwritten by an unknown author, that stated

11 “approved
12 12/5
13 R05-120513”

14 48. Item R05 – 120513 on page 2 did not authorize the sale of 2763 White Sage Drive.

15 49. SCA Board [minutes of the December 5, 2013 Board meeting](#) Item R05 – 120513 reads

16 “(R05-120513) **UPON motion duly made by Dan Forgeron and Jim Mayfield,**
17 **the Board unanimously voted to refer the bids to the Reserve Study group for**
18 **analysis and recommendation presented at the January 23, 2014 regular Board**
19 **meeting.”**

20 50. There are no agendas or minutes of any Board meeting held between December 5, 2013
21 and December 31, 2014 that document SCA Board authorization to sell the property on March 7,
22 2014 or on any other date.

23 51. SCA sold the property without notice to any party with a known interest, i.e., the owner,
24 the servicing bank, or the bona fide purchaser with a \$358,800 offer pending lender approval,

108. SCA sanctioned the owner of 2763 White Sage with foreclosure, but did not provide the
notice or hearing and opportunity to defend delineated in NRS 116.31085 and NRS 116.31031.

109. The motion to vacate herein requests that the Court admit the official Nevada State record
as it is now authenticated, and exclude SCA000176-SCA000643, as uncertified and unverified.

1 110. The Ombudsman’s official record reports that the following specific actions or omissions
2 were in violation of the NRS 116.31162-NRS 116.31164 Notice of Sale process

- 3
- 4 a. The 2/12/14 Notice of Sale was cancelled on 5/15/14.
 - 5 b. The 5/15/14 Trustee sale was cancelled.
 - 6 c. There was no notice of sale in effect when the 8/15/14 sale took place.
 - 7 d. SCA did not provide any notice to the Ombudsman that the sale had occurred.
 - 8 e. SCA did not submit a foreclosure deed within 30 days after the sale (or ever) as required
9 by NRS 116.31164(3)(b)(2013).

10 111. SCA’s agent unilaterally rejected a tender from BANA of \$825, nine months of
11 assessments then delinquent, on or about May 9, 2013 without crediting the Property account
12 with \$825 of paid assessments.

13 112. NRS 116A.640(9) makes it unlawful for an HOA to

14 “refuse to accept from a unit’s owner payment of any assessment, fine, fee
15 or other charge that is due because there is an outstanding payment due.”

16 113. RRFS did not inform the Board or Tobin of its unilateral decision to continue the
17 unnecessary and unauthorized accumulation of “fines” misnamed as collection fees.

18 114. SCA’s agent RRFS, on May 28, 2014, RRFS unilaterally rejected it when [Nationstar](#)
19 [offered \\$1,100](#), an amount equivalent to one year of assessments.

20 **VI. CONCLUSION**

21 115. Based on the foregoing, Defendant-in-Intervention/Counterdefendant, Nona Tobin
22 requests this Court grant her motion(s) for summary judgment, and for any
23
24

1 further relief the Court may deem to be just and proper. SCA did not comply with all the relevant
2 statutes or its own governing documents. Sufficient undisputed facts support Tobin's claims
3 such that she is entitled to summary judgment against Sun Coty Anthem as a matter of law.

4
5 Dated this 24th day of April, 2019.

6 

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

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1
2 **CERTIFICATE OF SERVICE**

3 **I HEREBY CERTIFY that on this 24TH day of April, 2019 and pursuant to NRCP 5(b), I**
4 **served via the Clark County electronic filing system a true and correct copy of the**
5 **foregoing TOBIN MOTION TO VACATE ORDER, ENTERED APRIL 17, 2019 AND**
6 **COUNTER MOTION FOR SUMMARY JUDGMENT**

7 **Michael R. Mushkin & Associates**
8 **L. Joe Coppedge joe@mushlaw.com**
9 **Karen L. Foley karen@mushlaw.com**
10 **Michael R. Mushkin michael@mushlaw.com**
11 **Lipson Neilson P.C.**
12 **Susana Nutt snutt@lipsonneilson.com**
13 **Renee Rittenhouse rrittenhouse@lipsonneilson.com**
14 **Kaleb Anderson kanderson@lipsonneilson.com**
15 **David Ochoa dochoa@lipsonneilson.com**
16 **Ashley Scott-Johnson ascott-johnson@lipsonneilson.com**
17 **Medrala Law Firm, PLLC**
18 **Jakub P Medrala jmedrala@medralaw.com**
19 **Shuchi Patel spatel@medralaw.com**
20 **Office admin@medralaw.com**
21 **Hong & Hong APLC**
22 **Joseph Y. Hong, Esq. yosuphonglaw@gmail.com**
23 **Pro Se**
24 **Nona Tobin nonatobin@gmail.com**
Michael Kelley mkelley@wrightlegal.net
NVEfile nvefile@wrightlegal.net

nona M

EXHIBIT 1

Ombudsman NOS Compliance Screen

Received on 5/23/16 Authenticated on 4/15/19

Ombudsman's Compliance Record of Actions/Omissions

1. The 2/12/14 Notice of Sale was cancelled on 5/15/14.
2. The 5/15/14 Trustee sale was cancelled.
3. No 2nd notice of sale published the 8/15/14 sale date.
4. No foreclosure deed was ever submitted

EXHIBIT 1

CERTIFICATE OF CUSTODIAN OF RECORDS

NOW COMES, TERALYN LEWIS, who declares under penalty of perjury:

1. That the undersigned is an employee of the State of Nevada Department of Business & Industry, Real Estate Division and a custodian of the records attached hereto.

2. That on the 9th day of April 2019, the undersigned or designee received a public records request requesting certified copies of the Real Estate Division database screens for notices of sales for following assessor parcel numbers and addresses:

- a) 190-06-214-036 1382 Couperin Dr
- b) 190-18-613-021 2416 Idaho Falls
- c) 190-06-410-083 2532 Grandville Ave
- d) 190-18-713-093 2115 Sandstone Cliffs
- e) 191-12-210-030 2842 Forest Grove
- f) 191-14-511-001 2167 Maple Heights
- g) 191-18-113-004 2584 Pine Prairie
- h) 191-13-811-052 2763 White Sage Dr.
- i) 191-12-512-023 2721 Evening Sky
- j) 190-18-812-053 2260 Island City
- k) 190-18-312-003 2175 Clearwater Lake Dr.
- l) 191-13-213-005 2921 Hayden Creek Terrace
- m) 191-13-313-003 2986 Olivia Heights Ave
- n) 191-13-411-023 2273 Garden City Ave.
- o) 191-13-113-050 2078 Wildwood Lake St.
- p) 124-29-314-081 3416 Casa Alto Ave. No Las Vegas 89031
- q) 190-17-310-002 2227 Shadow Canyon Dr


3. That the undersigned provided records on or about April 15, 2019.

4. That the undersigned has examined the original or authentic copy of records produced and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

CERTIFICATE OF CUSTODIAN OF RECORDS

5. That to the best of my knowledge, the original of those records produced was made at or near the time of the act or event recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity.

DATED this 15 day of April, 2019.



TERILYN LEWIS
Custodian of Records
State of Nevada Real Estate Division

State of Nevada }
County of Clark }

SIGNED AND SWORN to before me on 15th day of APRIL, 2019,

By FELIPE RODRIGUEZ



NOTARY PUBLIC

My Commission Expires: 10/6/2020



STEVE SISOLAK
Governor

STATE OF NEVADA



MICHAEL BROWN
Director

SHARATH CHANDRA
Administrator

DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

www.red.nv.gov

PUBLIC RECORDS REQUEST FEE

Date: April 12, 2019

Requestor: Nona Tobin

Re: Certified copies of Ombudsman compliance screens for the following NOS': (1) 2763 White Sage Drive APN 191-13-811-052 (2) APN 190-06-214-036 1382 Couperin Dr (3) APN 190-18-613-021 2416 Idaho Falls (4) APN 190-06-410-083 2532 Grandville Ave (5) APN 190-18-713-093 2115 Sandstone Cliffs (6) APN 191-12-210-030 2842 Forest Grove (7) APN 191-14-511-001 2167 Maple Heights (8) APN 191-18-113-004 2584 Pine Prairie (9) APN 191-12-512-023 2721 Evening Sky (10) APN 190-18-812-053 2260 Island City (11) APN 190-18-312-003 2175 Clearwater Lake Dr. (12) APN 191-13-213-005 2921 Hayden Creek Terrace (13) APN 191-13-313-003 2986 Olivia Heights Ave (14) APN 191-13-411-023 2273 Garden City Ave. (15) APN 191-13-113-050 2078 Wildwood Lake St. (16) APN 124-29-314-081 3416 Casa Alto Ave. No Las Vegas 89031 (17) APN 190-17-310-002 2227 Shadow Canyon Dr

Quantity	Description	Rate	Amount
17 documents	Certified copies of notices of sales listed above	\$5.00 per document	\$85.00
Total			\$85.00

Please submit payment by cash (exact change), check or money order made payable to the Nevada Real Estate Division. Provide this document for proper remittance. Please contact me if you have questions regarding this matter.

Teralyn Lewis
Telephone: (702) 486-4036
Email: Teralyn.Lewis@red.nv.gov

**Nevada Department of Business and Industry
Real Estate Division**

Payment Receipt

Transaction Date : 04/15/2019

Cashier : Evelyn Pattee

Receipt # : 513923

Receipt Identification : NRED CUSTOMER

Money Tendered

Type	Amount	Reference	Payer Name	Payment Comment
Check	\$85.00	513	NONA TOBIN	PUBLIC RECORDS REQUEST
Total :	\$85.00			

Distribution


License	Use	Amount	Fee Desc	Business Name	Paid From	Paid To	BY
\$\$\$0000001	----	85.00	OMB COPIES	NRED CUSTOMER			Evelyn Pattee

The following licenses have fees due or credit amounts available.

\$\$\$0000001 \$36.44 Fees Due

Close

Compliance View Screen [update]

Case	2014-659	Date Created	02/18/2014	 Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy Compliance Status	191-13-811-052 NOS CLOSED	Date Received	02/13/2014	
Respondent ID	271957	How Received	LETTER	
Respondent Address	ESTATE OF GORDON B HANSEN, THE <input checked="" type="radio"/> Public <input type="radio"/> Mail ESTATE OF GORDON B HANSEN, THE 2763 WHITE SAGE DR HENDERSON, NV 89052	Receiving Board	RED	
Complainant ID	123186	Receiving Profession		
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Comments:	R808634	Received By	Bonnie Schmidt	
		Priority	SOUTH	
		Alleged Issues	OMB ADR - NRS 38 310(1)(a), DELINQUENT ASSESSMENTS	
		Case Nature	Chapter 38	

- Resolution
- Action Items
- Participants



Resolution [update]

Field	Value	Field	Value
Department:	OMB - NOTICE OF SALE (NOS) PROCESS	Found Issues:	
Worker:	Bonnie Schmidt	Resolution:	• OMB NOS - CANCELLED (OWNER RETAINED)

Starting Effective Date: 04/08/2013
 Ending Effective Date: 05/15/2014
 Date Closed: 05/15/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
 NOS - 4 TRUSTEE SALE CANCELLED	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore		05/15/2014	05/15/2014	05/15/2014		06/02/2014	Anne Moore
Target: ESTATE OF GORDON B HANSEN, THE Case Status: Status Changed To: NOS CLOSED Comments: 89052								
 NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT		03/07/2014	03/07/2014	02/18/2014		02/18/2014	BONNIE SCHMIDT
Target: ESTATE OF GORDON B HANSEN, THE Case Status: Status Changed To: PENDING NOS DATE OF SALE Action Info: EFFECTIVE DATE OF NOS 02/11/2014 DEFAULT LIEN DATE ON NOS 04/08/2013 FORECLOSURE DATE ON NOS 03/07/2014 AMOUNT OF NOS 5,081.45 APN ON NOS 191-13-811-052 Comments: 89052								

CERTIFIED
 This is a true and correct copy of the original which is on file at the Nevada Division of Real Estate.

(Signature)
 CUSTODIAN OF RECORDS
 Date Certified 4/2/15



Nona Tobin <nonatobin@gmail.com>

Request to review records

1 message

Nona Tobin <nonatobin@gmail.com>

Tue, May 17, 2016 at 6:26 PM

To: TERALYN THOMPSON <TLTHOMPSON@red.nv.gov>

I would like to set up an appointment to come and see all documents that are in your office's possession regarding the property at:

2763 White Sage Drive
Henderson NV 89052

This property was sold on August 15, 2014 at a foreclosure sale for delinquent HOA dues by Red Rock Financial Services.

Thanks.

Nona Tobin
(702) 465-2199

TOBIN. 2883



Nona Tobin <nonatobin@gmail.com>

RE: Request to review records

1 message

Nona Tobin <nonatobin@gmail.com>
To: TERALYN THOMPSON <TLTHOMPSON@red.nv.gov>

Mon, May 23, 2016 at 12:40 PM

APN 191-13-811-052
2763 White Sage Dr. Henderson 89052

Gordon B. Hansen transferred title to the Gordon B. Hansen Trust on 8/27/2008

On May 23, 2016 3:26 PM, "TERALYN THOMPSON" <TLTHOMPSON@red.nv.gov> wrote:

Good afternoon,

In order for the Real Estate Division to search for this specific property I would need you to provide me with the assessor parcel number for the property and the name of the owner of the property at the time of foreclosure. Thank you.

Teralyn Thompson
Administration Section Manager
State of Nevada Department of Business and Industry
Real Estate Division
2501 E. Sahara Avenue, Suite 303
Las Vegas, Nevada 89104
[702-486-4036](tel:702-486-4036)
Fax: [702-486-4067](tel:702-486-4067)
tlthompson@red.nv.gov

From: Nona Tobin [mailto:nonatobin@gmail.com]
Sent: Tuesday, May 17, 2016 9:27 PM
To: TERALYN THOMPSON
Subject: Request to review records

I would like to set up an appointment to come and see all documents that are in your office's possession regarding the property at:

2763 White Sage Drive
Henderson NV 89052

TOBIN. 2884

This property was sold on August 15, 2014 at a foreclosure sale for delinquent HOA dues by Red Rock Financial Services.

Thanks.

Nona Tobin

[\(702\) 465-2199](tel:(702)465-2199)

RE: Request to review records

1 message

TERALYN THOMPSON <TLTHOMPSON@red.nv.gov> Thu, May 26, 2016 at 1:44 PM
To: Nona Tobin <nonatobin@gmail.com>

Good afternoon,

I've attached the only public records that the Division has in its possession regarding the foreclosure sales of APN 191-16-811-052. The attached document is a print screen from the Division's database and is not available for your to review in person. Please contact me if you have questions regarding your request. Thank you.

Have a great day,

Teralyn Thompson

Administration Section Manager

State of Nevada Department of Business and Industry

Real Estate Division

2501 E. Sahara Avenue, Suite 303

Las Vegas, Nevada 89104

702-486-4036

Fax: 702-486-4067

tlthompson@red.nv.gov

From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Monday, May 23, 2016 3:41 PM

To: TERALYN THOMPSON

Subject: RE: Request to review records

TOBIN. 2886

APN 191-13-811-052
2763 White Sage Dr. Henderson 89052

Gordon B. Hansen transferred title to the Gordon B. Hansen Trust on 8/27/2008

On May 23, 2016 3:26 PM, "TERALYN THOMPSON"
<TLTHOMPSON@red.nv.gov> wrote:

Good afternoon,

In order for the Real Estate Division to search for this specific property I would need you to provide me with the assessor parcel number for the property and the name of the owner of the property at the time of foreclosure. Thank you.

Teralyn Thompson

Administration Section Manager

State of Nevada Department of Business and Industry

Real Estate Division

2501 E. Sahara Avenue, Suite 303

Las Vegas, Nevada 89104

[702-486-4036](tel:702-486-4036)

Fax: [702-486-4067](tel:702-486-4067)

tlthompson@red.nv.gov

From: Nona Tobin [<mailto:nonatobin@gmail.com>]

Sent: Tuesday, May 17, 2016 9:27 PM

To: TERALYN THOMPSON

Subject: Request to review records

I would like to set up an appointment to come and see all documents that are in your office's possession regarding the property at:

TOBIN. 2887

2763 White Sage Drive


Henderson NV 89052

This property was sold on August 15, 2014 at a foreclosure sale for delinquent HOA dues by Red Rock Financial Services.

Thanks.

Nona Tobin

(702) 465-2199

 **APN 191-13-811-052.pdf**
28K

Compliance View Screen [update]

Case Legacy Compliance Status	2014-659 191-13-811-052 NOS CLOSED	Date Created Date Received How Received Receiving Board Receiving Profession	02/18/2014 02/13/2014 LETTER RED	Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Respondent ID Respondent Address	271957 ESTATE OF GORDON B HANSEN, THE <input checked="" type="radio"/> Public <input type="radio"/> Mail ESTATE OF GORDON B HANSEN, THE 2763 WHITE SAGE DR HENDERSON, NV 89052	Receiving Department Received By Priority Alleged Issues Case Nature	OMB - NOTICE OF SALE (NOS) PROCESS Bonnie Schmidt SOUTH OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS Chapter 38	
Complainant ID Complainant	123186 SUN CITY ANTHEM COMMUNITY ASSOCIATION INC			

Comments: R808634

- Resolution
- Action Items
- Participants

Resolution [update]

Field	Value	Field	Value
Department:	OMB - NOTICE OF SALE (NOS) PROCESS	Found Issues:	
Worker:	Bonnie Schmidt	Resolution:	• OMB NOS - CANCELLED (OWNER RETAINED)

Starting Effective Date: 04/08/2013
Ending Effective Date: 05/15/2014
Date Closed: 05/15/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
NOS - 4 TRUSTEE SALE CANCELLED	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore		05/15/2014	05/15/2014	05/15/2014		06/02/2014	Anne Moore
	Target: ESTATE OF GORDON B HANSEN, THE							
	Case Status: Status Changed To: NOS CLOSED							
	Comments: 89052							
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT		03/07/2014	03/07/2014	02/18/2014		02/18/2014	BONNIE SCHMIDT
	Target: ESTATE OF GORDON B HANSEN, THE							
	Case Status: Status Changed To: PENDING NOS DATE OF SALE							
	Action Info: EFFECTIVE DATE OF NOS	02/11/2014						
	DEFAULT LIEN DATE ON NOS	04/08/2013						
	FORECLOSURE DATE ON NOS	03/07/2014						
	AMOUNT OF NOS	5,081.45						
	APN ON NOS	191-13-811-052						
	Comments: 89052							

RE: RECORDS REQUEST

1 message

Teralyn Lewis <teralyn.lewis@red.nv.gov>
To: Nona Tobin <nonatobin@gmail.com>

Fri, Mar 22, 2019 at 8:31 AM

Good afternoon,

I've attached the Compliance Screen print out from the Division's database for the address and APN provided. The Division does not have 10 years of records of notices of sales. As previously states, the Division's retention schedule for notices of sales is one year. The records that were previously logged into the Division's database cannot be deleted at this time. If the Division were able to delete those records, I would not be able to provide the attached. The Division currently has NOS' for 2009-2014 in the database. Notices received from 2015 to present are kept for 1 year and then destroyed.

Thank you.

Have a great day,

Teralyn Lewis

Administration Section Manager

State of Nevada Department of Business and Industry

Real Estate Division

[3300 W. Sahara Avenue, Suite 350](#)

[Las Vegas, Nevada 89102](#)

Phone: 702-486-4036

Email: Teralyn.Lewis@red.nv.gov



From: Nona Tobin <nonatobin@gmail.com>
Sent: Friday, March 15, 2019 9:40 AM
To: Teralyn Lewis <teralyn.lewis@red.nv.gov>
Subject: RECORDS REQUEST

Could you please get me the OMB-NOS form for another Sun City Anthem 2014 foreclosure?

TOBIN. 2890

190-17-310-002

[2227 Shadow Canyon Dr. 89044](#)

I don't know how this case got all the way through the NV Supreme Court without me finding it in SCA litigation reports or the county recorder's property records.

If I requested an electronic file of OMB-NOS compliance screens for all the HOA foreclosures in Nevada from the last decade, could your office produce it in response to a public records request? Or would I need to have the AG request it or subpoena it as part of the investigation of my [AG complaint 2.2019](#)?

Thanks for your assistance. And please send the 2227 Shadow Canyon info ASAP.

Please don't hold it up while the powers that be analyze the request for the whole file or fret over the implications of the AG complaint. I appreciate your service. Thank you.

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

 **Tobin-Document Provided 3-22-19.pdf**
29K



Nona Tobin <nonatobin@gmail.com>

RECORDS REQUEST

1 message

Nona Tobin <nonatobin@gmail.com>

Fri, Mar 15, 2019 at 6:39 AM

To: Teralyn Lewis <teralyn.lewis@red.nv.gov>

Could you please get me the OMB-NOS form for another Sun City Anthem 2014 foreclosure?

190-17-310-002
2227 Shadow Canyon Dr. 89044

I don't know how this case got all the way through the NV Supreme Court without me finding it in SCA litigation reports or the county recorder's property records.

If I requested an electronic file of OMB-NOS compliance screens for all the HOA foreclosures in Nevada from the last decade, could your office produce it in response to a public records request? Or would I need to have the AG request it or subpoena it as part of the investigation of my [AG complaint 2.2019](#)?

Thanks for your assistance. And please send the 2227 Shadow Canyon info ASAP.

Please don't hold it up while the powers that be analyze the request for the whole file or fret over the implications of the AG complaint. I appreciate your service. Thank you.

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

TOBIN. 2892

State of Nevada B&I: Real Estate Division

Version Date: 2/8/2017

1995060 Commission Case Files

Description: This record series consists of disciplinary hearings for real estate and appraisal licensees. The files may contain: Complaint, Notice of Complaint, Obligation to respond, Notice of hearing, Answer from Respondent, State's Exhibits, Respondent's Exhibits, Proof of Mailing, Findings of Fact, Conclusion of Law and Decision, Receipts for fines paid, education completed and possible District Court action.

Retention: Retain these records for a period of six (6) calendar years from the close of the case.

Disposition: Destroy Securely

1995062 Investigative Files

Description: This record series documents the investigation of complaints and results of audits. The files may contain, but are not limited to: complaints, complaint investigation documentation including investigative reports, copies of audits, copies of real estate documents, trust account records, correspondence, and any other pertinent documentation.

Retention: Retain these records for a period of three (3) calendar years from the completion and resolution of an investigation.

Disposition: Destroy Securely

2011022 Ombudsman Notices of Sale Files

Description: These records document the foreclosure notifications received by the Ombudsman from homeowner associations, etc. (See NRS 116.311635). The files may include, but are not limited to: Notice from association; Copy of informational letter from Ombudsman, and; Related correspondence

Retention: Retain these records for a period of one (1) fiscal year from the end of the fiscal year to which the record pertains.

Disposition: Destroy Securely

2017015 Real Estate Licensing Files

Description: This record series documents the licensing of individuals by the Real Estate Division in accordance with NRS Chapters 645, 645C, 645D and 645H. Records may include but are not limited to application and supporting documentation, proof of pre-licensing education, proof of experience, examination results, renewal forms, continuing education and training verification records, verified statements, financial information, proof of payment of required fees, and related correspondence.

Retention: Retain this record series for a minimum period of three (3) calendar years from the expiration, suspension, or revocation of the license.

Disposition: Destroy Securely

2004221 Sold Out Owner-Developer and Exemptions

Description: These files document the review of applications for compliance with the Land Sales Act (NRS Chapter 119). Exemptions and Owner-Developer files contain a copy of the contractor's license, purchase and sale agreement, title report(s), cover letter and plat map(s). Additionally, Owner-Developer files also contain a copy of the business license, confidential financial statement and an Owner-Developer application.

Retention: Retain these records for a period of one (1) calendar year from the date a project is sold out, not renewed, discontinued, or exempted following the provisions of NAC 119.200 through 119.250.

Disposition: Destroy Securely

1995061 Subdivision/Timeshare/Campground Filings

Description: This record series documents the review of applications for compliance with the Land Sales Act, Timeshare Act and Campground Act. Sale of Subdivided Land: documents the regulation of developers, review of application filings, handle exemptions, permits, issuance of public property reports (purchaser's disclosure documents) and advertising approvals. Timeshare files: documents review of application filings and of timeshare projects, issuance of permits, public offering statements and advertising approvals. Campground filings; documents regulation in regard to the sale of memberships, review of application filings, issuance of permits to sell, and advertising approvals. Files include questionnaire application requirements and extensive exhibit documentation verifying developer qualifications, Public Offering Statements and/or property reports.

Retention: Retain these records for a period of three (3) calendar years from the date a project is sold out, not renewed, or discontinued.

Disposition: Destroy Securely

Compliance View Screen [update]



Case	2013-3869	Date Created	12/02/2013	Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy	190-17-310-002	Date Received	11/27/2013	
Compliance		How Received	LETTER	
Status	NOS - CLOSED SOLD TO THIRD PARTY	Receiving Board	RED	
Respondent ID	269450	Receiving Profession		
Respondent	PATRICIA E EVANS	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail PATRICIA E EVANS 2227 SHADOW CANYON DRIVE HENDERSON, NV 89052	Received By	Bonnie Schmidt	
		Priority	SOUTH	
		Alleged Issues	OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS	
		Case Nature	Chapter 38	
Complainant ID	123186			
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC			

Comments: R62960

- Resolution
- Action Items
- Participants

Resolution [update]

Field	Value	Field	Value
Department:	OMB - NOTICE OF SALE (NOS) PROCESS	Found Issues:	• OMB NOS - NRS 116.31162, DELINQUENT ASSESSMENTS
Worker:	Bonnie Schmidt	Resolution:	• OMB NOS - TRUSTEE DEED (PROPERTY FORECLOSED)

Starting Effective Date: 06/24/2010
 Ending Effective Date: 01/02/2014
 Date Closed: 01/02/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore		01/02/2014	01/02/2014	01/02/2014	01/02/2014	01/10/2014	Anne Moore
	Target: PATRICIA E EVANS							
	Case Status: Status Changed To:	NOS - CLOSED SOLD TO THIRD PARTY						
	Comments: 89052							
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT		01/02/2014	01/02/2014	12/02/2013	12/02/2013	12/02/2013	Anne Moore
	Target: PATRICIA E EVANS							
	Correspondence: Letter: OMB NOS - FORECLOSURE NOTIFICATION LETTER.rtf (Preview Letter)							
	Envelope: envelope.rtf							
	Case Status: Status Changed To:	PENDING NOS DATE OF SALE						
	Action Info: EFFECTIVE DATE OF NOS	11/26/2013						
	DEFAULT LIEN DATE ON NOS	06/24/2010						
	FORECLOSURE DATE ON NOS	01/02/2014						
	AMOUNT OF NOS	8,005.16						
	APN ON NOS	190-17-310-002						
	SALE AMOUNT	35,000.00						
	Comments: 89044							

STATE OF NEVADA



DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

3300 W. Sahara Avenue, Suite 350
Las Vegas, Nevada 89102
(702) 486-4036 Fax: (702) 486-4067
Email: teralyn.lewis@red.nv.gov
<http://red.nv.gov/>

Public Record Request Pursuant to NRS 239

PRINT LEGIBLY OR TYPE ALL INFORMATION

Instructions:

All requests must be made in writing and signed.

Section A-Requester Information

Your Name

Phone

Fax

Email

Mailing Address

City

State

Zip Code

Section B-Record(s) Requested

Describe the record(s) you are requesting. Please be as specific as possible and include enough detail to assist Division staff in locating the record(s). Include relevant dates or date range. For multiple records, you may attach additional pages.

Section C-Receiving Record(s)

Please specify the preferred method of receiving the requested record(s).

By postal mail at the mailing address above

Electronic format: By email at the email address above or a flash drive/CD mailed to requestor's mailing address. Please note: If you choose to receive the records by electronic format there will be a per page cost if the document is not available electronically.

Will pick up in person from Division office on April 15, 2019

I understand that copying and other associated fees may apply and that records will not be released until payment is received. You will be given an estimate of the charges prior to copying.

Rona Jhi

Date April 8, 2019

Requester Signature-Required

DIVISION STAFF USE ONLY

Date Received: _____

Request Status:

Payment Received: _____

Estimate
An estimate of \$ _____
Amount

Information provided and
request completed _____
Date

Amount Paid: _____

provided on _____
Date

Information not provided

by _____
Division Staff

Request withdrawn
_____ Date

Records Requested for these Properties

- 190-06-214-036 1382 Couperin Dr**
- 190-18-613-021 2416 Idaho Falls**
- 190-06-410-083 2532 Grandville Ave**
- 190-06-410-083 2532 Grandville Ave**
- 190-18-713-093 2115 Sandstone Cliffs**
- 191-12-210-030 2842 Forest Grove**
- 191-14-511-001 2167 Maple Heights**
- 191-18-113-004 2584 Pine Prairie**
- 191-13-811-052 2763 White Sage Dr.**
- 191-12-512-023 2721 Evening Sky**
- 190-18-812-053 2260 Island City**
- 190-18-312-003 2175 Clearwater Lake Dr.**
- 191-13-213-005 2921 Hayden Creek Terrace**
- 191-13-313-003 2986 Olivia Heights Ave**
- 191-13-411-023 2273 Garden City Ave.**
- 191-13-113-050 2078 Wildwood Lake St.**
- 124-29-314-081 3416 Casa Alto Ave. No Las Vegas 89031**
- 190-17-310-002 2227 Shadow Canyon Dr**

1 MICHAEL R. MUSHKIN
Nevada Bar No. 2421
2 L. JOE COPPEDGE
Nevada Bar No. 4954
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Michael@mushlaw.com
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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
IRREVOCABL TRUST,

14 Plaintiffs,

15 vs.

17 BANK OF AMERICA, N.A.; SUN CITY
18 ANTHEM COMMUNITY ASSOCIATION.;
DOES I through X and ROES BUSINESS
19 ENTITIES 1 through 10, inclusive,

20 Defendants.

21 And Related Matters.

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

Department: XXXI

22 **DECLARATION OF NONA TOBIN IN SUPPORT OF OPPOSITION TO SUN CITY**
23 **ANTHEM COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT**

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

25 I have personal knowledge of the facts stated herein, except for those facts stated to be
26 based upon information and belief. If called to do so, I would truthfully and competently testify
27 to the facts stated herein, except those facts stated to be based upon information and relief. I
28 make this declaration in support of Counterclaimant/Cross-Claimant Nona Tobin's Opposition

1 to Cross-Defendant Sun City Anthem Community Association's Motion for Summary
2 Judgment and in Opposition to Nationstar's Limited Joinder.

3 1. I have lived in Sun City Anthem at 2664 Olivia Heights Avenue since February
4 20, 2004 and have been an owner in good standing the entire time.

5 2. On or about July 31, 2003, Gordon B. Hansen, together with his then wife
6 Marilyn, purchased the property located at 2763 White Sage Drive, Henderson, Nevada 89052,
7 APN 191-13-811-052 (the "Property"). See Deed, Exhibit 1.

8 3. Gordon and Marilyn divorced, and on or about June 10, 2004, Marilyn Hansen
9 quit claimed the Property to Gordon Hansen as a part of the divorce settlement. See Quitclaim
10 Deed, Exhibit 2.

11 4. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed,
12 and Nona Tobin was identified as a successor trustee. See Trust, Exhibit 3.

13 5. On August 27, 2008, title to the property was transferred to the Gordon B.
14 Hansen Trust. See Deed, Exhibit 4.

15 6. Gordon B. Hansen died on January 14, 2012, and I became the sole trustee of the
16 Trust. See Certificate of Death, Exhibit 5.

17 7. I paid the HOA dues and late fees for three quarters after Gordon Hansen's
18 death.

19 8. I did not recall the timing and method of submitting the last payment (check 143,
20 dated August 17, 2012 of \$275 assessments for the quarter ending September 30, 2012 plus \$25
21 installment late fee, and the anomalies with cancelled checks made me think I had delivered it
22 on August 17, 2012 with the check for the assessments paid for my own house.

23 9. On or about December 24, 2018 I saw SCA00063, a letter signed by me to
24 SCAHOA dated 10/3/12.

25 10. SCA00063 refreshed my memory that check 143 was sent with instructions to
26 collect future assessments out of escrow because the house had been sold and to direct questions
27 to Real Estate Broker Doug Proudfit, who was also a long-time SCA owner in good standing.

28 11. SCA agents, RMI community manager, and its affiliate, Red Rock Financial

1 Services ("RRFS") ignored the notice that the property had been sold and did not follow, or
2 even acknowledge, the explicit instructions, that the \$300 check was for "HOA dues"

3 12. The payment for "HOA dues" was applied on October 18, 2012 to unauthorized
4 and unnecessary collection fees despite the NRS 116A.640(8) explicit prohibition against
5 "Intentionally apply(ing) a payment of an assessment from a unit's owner towards any fine, fee
6 or other charge that is due."

7 13. I made no attempt to evaluate or reduce the RRFS demands for fees as I had
8 contracted with Proudfit Realty to complete a short sale and expected the bank and the new
9 owner to arrange to pay the HOA the full amount due.

10 14. SCA's claim, in the motion for summary judgment, that I had also attached to the
11 October 3, 2012 letter a notice of sanction dated September 20, 2012 is false, and I believe an
12 attempt to unfairly disparage me rather than a long-standing SCA member in good standing that
13 was trying to sell a house at the bottom of the market on behalf of a deceased homeowner's
14 estate.

15 15. The October 3, 2012 letter plainly states there are two enclosures – check for
16 HOA dues and death certificate.

17 16. There was no third enclosure listed of a September 20, 2012 notice of hearing.

18 17. The September 20, 2012 notice of hearing RRFS says was enclosed with the
19 October 3, 2012 letter could not have come from me as I obviously would only have had the
20 original.

21 18. SCA proceeded with unnecessarily with collections and adding unauthorized
22 fees despite two pay off demands from Ticor Title on or about December 20, 2012 and January
23 16, 2013.

24 19. SCA managing and collection agents ignored the fact that both the real estate
25 agent Doug Proudfit and the executor of the estate, Nona Tobin, both long-term SCA
26 homeowners in good standing who had no interest in the HOA not receiving all assessments
27 that were due and were working diligently to sell the property after the market had crashed.

28 20. Check no. 143 was payment for the HOA quarterly dues for the Property for the

1 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in
2 the amount of \$25.00. Check no. 143 cleared the bank until October 23, 2012. See check no.
3 143, Exhibit 6.

4 21. Check No. 143 in the amount of \$300.00 was incorrectly credited by the HOA's
5 debt collector, Red Rock Financial Services ("RRFS") to the account for the Property on or
6 about October 18, 2012 as shown by the RRFS ledger sent on November 5, 2012 to the Property
7 (but not the owner's address of record). See Ledger, Exhibit 7.

8 22. The Resident Transaction Report shows that the \$300 from check no. 143 was
9 credited as "Collection Payment Part(ial)" rather than as \$275 plus \$25 late fee for the July
10 2012 quarter, which would have brought the account current with a zero balance instead of the
11 \$495.15 RRFS claimed was still owing. See Ledger, Exhibit 7. NRS116A.640(8) prohibits an
12 HOA agent from applying assessment payments to "any fine, fee or other charge that is due".

13 23. On or about September 13, 2012, the RRFS ledger shows charges of \$150.00 for
14 "Management Company Collection Cost", and \$125.00 + mailing fees for an "Intent to Lien
15 Letter" on the Property's account with the HOA, unauthorized as the account was referred to
16 collection before there was a default. The error of adding and compounding collection fees
17 which were not owing was never corrected by the HOA. See Ledger, Exhibit 7.

18 24. The legal framework requires that prior to sanctioning an owner for an alleged
19 violation of the governing documents, such as delinquent assessments, the Board must provide a
20 specific notice of violation, a notice of violation hearing, notice of sanction (hearing
21 determination), notice of appeal, appeal determination letter.

22 25. SCA did not provide me any of these notices prior to the imposition of fines
23 misnamed as collection costs.

24 26. SCA imposed progressively more serious and disproportionate sanctions for the
25 alleged violation of delinquent assessments, up to and including foreclosure, without providing
26 any meaningful and compliant due process.

27 27. SCA claims to have sent a September 17, 2012 notice of intent to lien, that I do
28 not have any record or recollection of having received.

1 28. Even if sent, that notice was defective and non-compliant

2 a. There was no preceding notice of violation,

3 b. RRFS's claiming \$617.94 on September 17, 2012 is excessive and
4 unauthorized when \$275 only came due on July 1, 2012.

5 c. Only \$25 late fee was authorized on July 31, 2012 when the payment is
6 30 days late

7 d. \$317.94 claimed by RRFS for collection costs for the next 35 days the
8 payment was late is not authorized

9 e. An excessive, non-negotiable fee, of \$317.94, which SCA collection
10 agent claimed must be disputed within 30 days of a notice I didn't get, is not a
11 "collection cost", it is a fine and a sanction.

12 29. On or about December 14, 2012, the HOA caused a Notice of Delinquent
13 Assessments (the "Lien") to be recorded against the Property which claimed the amount of
14 \$925.76 was delinquent and owed as of December 5, 2012 when at that time, only \$275.00 was
15 due and owing for the period commencing October 1, 2012. The Lien included erroneous
16 charges and did not credit assessments paid when the amount was below the minimum past due
17 amount when collection can begin. See Lien, Exhibit 8.

18 30. As of December 14, 2012, the maximum amount of the delinquency for the
19 Property's HOA account was \$300.00, consisting of then-current quarterly dues in the amount
20 of \$275.00, together with late fees in the amount of \$25.00.

21 31. On or about March 12, 2013, a Notice of Default and Election to Sale (the "First
22 Notice of Default") was issued and served by RRFS. See First Notice of Default, Exhibit 9.

23 32. The First Notice of Default was rescinded on or about April 3, 2013. See
24 Recorded Rescission of Notice of Default, Exhibit 10.

25 33. On or about April 8, 2013, a second Notice of Default and Election to Sale (the
26 "Second Notice of Default") was issued and served by RRFS. This notice incorrectly states that
27 no payments of any kind have been made since July 1, 2012, contradicting RRFS' own October
28 18, 2012 ledger entry which credits Check No. 143 in the amount of \$300.00, albeit to fees

1 instead of first to assessments. See Letter to Property with RRFS Ledger, Exhibit 7.

2 34. On or about April 30, 2013, RRFS responded to a payoff demand from "Miles
3 Bauer", agents for Bank of America (BANA), and claimed that \$2,876.95 was due and payable
4 as of April 30, 2013. See May 29, 2013 Red Rock Financial Services Ledger, Exhibit 11.

5 35. On or about May 9, 2013, Miles Bauer tendered \$825 for the nine months of
6 assessments which were at that point in time delinquent. However, RRFS refused BANA's
7 tender without notifying the SCA Board.

8 36. This unjustified refusal of BANA's payment should have stopped all collection
9 efforts as all delinquencies on the account had been cured and the account was then current.

10 37. On or about February 12, 2014, a Notice of Foreclosure Sale ("Notice of Sale")
11 was issued and served by RRFS, which claimed \$5,081.45 was due and owing, and scheduled
12 the sale for March 7, 2014. See Notice of Foreclosure Sale, Exhibit 12.

13 38. On March 28, 2014, RRFS sent an Accounting ledger to Chicago Title in
14 response to a payoff demand related to a contingent sale to Red Rock Region Investments LLC
15 in which the amount before fees claimed as due and owing on February 11, 2014 was
16 \$4,240.10, and that the amount due on March 28, 2014 was \$4,687.64. See Accounting Ledger,
17 Exhibit 13. Note that the Notice of Sale claims that \$5,081.45 was due as of 2/11/14 but no
18 ledger went to the owner with the Notice of Sale recorded on 2/12/14.

19 39. On or about February 20, 2014, I signed a new listing agreement with Craig
20 Leidy, also a long time SCA owner in good standing.

21 40. I gave him verbal authority to handle all notices and contact with the HOA's
22 agents, RRFS, and written authority to arrange a short sale with Nationstar Mortgage, the new
23 loan servicer as of December 1, 2013.

24 41. NRS 116.3116 was violated when RRFS refused two tenders of the super-
25 priority amount, one May 9, 2013 from BANA, and the second from Nationstar on June 5,
26 2014.

27 42. The Notice of Sale was sent to the Ombudsman on February 13, 2014 as
28 required by NRS 116.311635(2)(b)(3). However, on May 15, 2014, RRFS notified the

1 Ombudsman that the Notice of Sale was cancelled, the Trustee sale was cancelled, and the
2 Owner was retained. See Compliance View Screen, Exhibit 14.

3 43. The Property was sold on August 15, 2014 although no valid notice of sale was
4 in effect as the Notice of Sale was cancelled on or about May 15, 2014 and not replaced.

5 44. The August 22, 2014 Foreclosure Deed, the recording of which was requested by
6 Opportunity Homes, LLC claims the Property was sold for \$63,100 based upon the First Notice
7 of Default, dated March 12, 2013, which was rescinded on April 3, 2013. See Recorded
8 Rescission of Notice of Default, Exhibit 10.

9 45. The August 22, 2014 Foreclosure Deed contains the false recitals that 1) default
10 had occurred as described in the rescinded Notice of Default and Election to Sell; 2) there had
11 been no payments made after July 1, 2012; 3) that as of February 11, 2014, \$5,081.45 was due
12 and owing and that 4) RRFS "complied with all the requirements of law". Exhibit 15.

13 46. SCA did not provide the notices required by NRS 116.31162(4)

14 (a) A schedule of the fees that may be charged if the unit s owner fails to pay
15 the past due obligation;

16 (b) A proposed repayment plan; and

17 (c) A notice of the right to contest the past due obligation at a hearing before
18 the executive board and the procedures for requesting such a hearing.

19 47. NRS 116.31164(3)(b) (2013) requires that "the person conducting the
20 sale...deliver a copy of the deed to the Ombudsman within 30 day after the deed is delivered to
21 the purchaser...", but no foreclosure deed has ever been delivered to the Ombudsman. See
22 OMB Compliance screen, Exhibit 14.

23 48. NRS 116.31164 (3)(c) 1-5 requires the order in which the proceeds of the sale
24 are to be paid out. No distribution was made to any claimant out of the reported \$63,100
25 collected for the sale except for the \$2,701.04 that paid the HOA in full.

26 49. I attempted to make a claim for the proceeds in September 2014 but was rebuffed
27 by RRFS, which falsely claimed that the proceeds had been deposited with the court for
28 interpleader.

1 50. SCA agents did not conduct the collection process leading up the foreclosure in
2 compliance with the legal framework empowering and limiting the SCA Board's authority to
3 sanction or fine an owner for ANY alleged violation of the governing documents.

4 51. On September 16, 2016, SCA refused my request for SCA records of its
5 compliance actions against the owner of the Property without a court order.

6 52. I signed to approve purchase offers for four sales which did not come out of
7 escrow due to the actions of BANA and Nationstar.

8 53. Initially, I accepted an offer for \$310,000 on or about August 8, 2012, but BANA
9 refused to close, and the prospective buyers who had moved in on or about October 23, 2012
10 withdrew and moved out in April, 2013.

11 54. A second offer to purchase the Property was made on May 10, 2013 for
12 \$395,000.00.

13 55. I offered to return the property to BANA on a deed in lieu in mid-2013, but
14 BANA rejected it claiming the title wasn't clear.

15 56. The third escrow opened on March 4, 2014 for a \$340,000 cash offer which
16 Nationstar, as the new servicing bank, held in abeyance while Nationstar required that it be
17 placed up for public auction on www.auction.com.

18 57. The auction.com sale period was from May 4, 2014 to May 8, 2014 when it was
19 sold to the high bidder for \$367,500, pending approval by the beneficiary.

20 58. Nationstar's negotiator would not accept either the \$340,000 offer held in
21 abeyance nor would it accept the \$367,000 from the auction.com sale.

22 59. When listing agent Leidy put a notice on the MLS on July 25, 2014 that the
23 property was back on the market, he indicated he had worked out all the other liens and it
24 should close quickly.

25 60. A buyer who had bid several times on it in March, 2014, re-expressed interest by
26 making a new offer on July 26, 2014.

27 61. I signed a counter-offer on August 1, 2014 for \$375,000.

28 62. At the same time, Nationstar required that the asking price on the listing be

1 raised to \$390,000.

2 63. The buyer countered on August 4, 2014 with an offer of \$358,800 which was on
3 the table when the HOA foreclosed without notice to me, the listing agent, the servicing bank,
4 or any of these bona fide purchasers who were interested in purchasing the property in arms-
5 length transactions.

6 64. The Nevada Statement of Value recorded on August 22, 2014 for the purpose of
7 establishing the Real Property Transfer Tax (RPPT) stated the RPPT market value was
8 \$353,529.

9 65. At the time of the foreclosure sale, based upon the various offers to purchase the
10 Property, it is my opinion that the value of the Property was not less than \$358,800.00

11 66. RRFS disclosures claim that Thomas Lucas purchased the property for \$63,100
12 and took title in the name of Opportunity Homes LLC.

13 67. SCA official ownership records, however, do not have any entry that shows SCA
14 foreclosed on this property nor that either Thomas Lucas nor Opportunity Homes LLC ever
15 owned the property.

16 68. Nationstar's limited joinder to declare the sale valid must be denied.

17 69. Nationstar has no knowledge of how SCA conducted the sale and has no basis
18 for claiming that the sale was valid to remove my property rights but was not valid to extinguish
19 a deed of trust.

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

22 Dated this 5 day of March 2019.

23
24 /s/ Nona Tobin
25 NONA TOBIN

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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 Plaintiffs,

16 vs.

17 BANK OF AMERICA, N.A.; SUN CITY
18 ANTHEM COMMUNITY ASSOCIATION.;
19 DOES I through X and ROES BUSINESS
20 ENTITIES 1 through 10, inclusive,

21 Defendants.

22 And Related Matters.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

MOTION FOR SUMMARY JUDGMENT

23 Craig Leidy, under penalty of perjury, states as follows:

24 1. I am a licensed real estate agent in the state of Nevada and have personal
25 knowledge of the facts stated herein, except for those facts stated to be based upon information
26 and belief. If called to do so, I would truthfully and competently testify to the facts stated
27 herein, except those facts stated to be based upon information and belief.

28 2. I make this declaration in support of Counterclaimant/Cross-Claimant Nona
Tobin's Motion for Summary Judgment.

3. On or about February 20, 2014, I signed a listing agreement with Nona Tobin,

1 Trustee of the Gordon B. Hansen Trust, to sell the property located at 2763 White Sage Drive,
2 Henderson, Nevada 89052, APN 191-13-811-052 (the "Property").

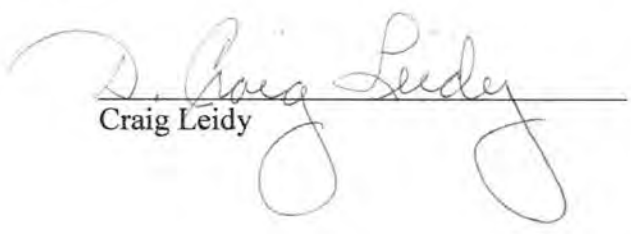
3 4. I began working with Red Rock Financial Services ("RRFS") and requested
4 notice and delay of any proposed HOA foreclosure sale regarding the Property.

5 5. The sale date was continued at least four (4) times. See Electronic Mail, Exhibit
6 hereto.

7 6. The Property was sold on August 15, 2014 although I was not given notice of the
8 sale until immediately before it transpired.

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

11 Dated this 11 day of May, 2018.

12
13 
14 Craig Leidy

I made all these annotations to note
on 4/23/19 *nona JPL* what I know
now vs on 5/11/18

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

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

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

16 JOEL A. STOKES and SANDRA F.
17 STOKES, as trustee for the JIMJACK
18 IRREVOCABLE TRUST,

19 Plaintiffs,

20 vs.

21 BANK OF AMERICA, N.A.; SUN CITY
22 ANTHEM COMMUNITY ASSOCIATION.;
23 DOES I through X and ROES BUSINESS
24 ENTITIES 1 through 10, inclusive,

25 Defendants.

26 And Related Matters.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

DECLARATION OF NONA TOBIN

*I stipulate that
#8 was an error
that I found out
about when I saw
the 10/3/12 letter.*

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

1. I have personal knowledge of the facts stated herein, except for those facts stated to be based upon information and belief. If called to do so, I would truthfully and competently testify to the facts stated herein, except those facts stated to be based upon information and belief.

1 2. I make this declaration in support of Counterclaimant/Cross-Claimant Nona
2 Tobin's Motion for Summary Judgment.

3 3. On or about July 31, 2003, Gordon B. Hansen, together with his then wife
4 Marilyn, purchased the property located at 2763 White Sage Drive, Henderson, Nevada 89052,
5 APN 191-13-811-052 (the "Property"). See Deed, Exhibit 1 hereto.

6 4. Gordon and Marilyn divorced, and on or about June 10, 2004, Marilyn Hansen
7 quit claimed the Property to Gordon Hansen as a part of the divorce settlement. See Quitclaim
8 Deed, Exhibit 2 hereto .

9 5. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed,
10 and Nona Tobin was identified as a successor trustee. See Trust, Exhibit 3 hereto.

11 6. On August 27, 2008, title to the property was transferred to the Gordon B.
12 Hansen Trust. See Deed, Exhibit 4 hereto.

13 7. Gordon B. Hansen died on January 14, 2012, and Nona Tobin became the sole
14 trustee of the Trust. See Certificate of Death, Exhibit 5 hereto.

15 8. On August 17, 2012, I delivered ~~two (2) checks~~, check no. 142 ~~and check no.~~
16 ~~143~~, to the Sun City Anthem Community Association (the "HOA") at 2450 Hampton Road,
17 Henderson NV 89052, each in the amount of \$300.00.

18 9. Check no. 142 was payment for the HOA quarterly dues for my personal
19 residence located at 2664 Olivia Heights Avenue, Henderson, Nevada 89052 for the quarter
20 commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in the
21 amount of \$25.00. Check No. 142 cleared the bank on August 23, 2012. See check no. 142,
22 Exhibit 6 hereto.

23 10. Check no. 143 was payment for the HOA quarterly dues for the Property for the
24 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in
25 the amount of \$25.00. ~~Although delivered on August 17, 2012,~~ check no. 143 did not clear the
26 bank until October 23, 2012. See check no. 143, Exhibit 7 hereto. *none*

27 //
28 //

none
4/23/19

1 11. On or about October 18, 2012, check No. 143 in the amount of \$300.00 was
2 incorrectly credited as "Red Rock Partial Payment" by the HOA's debt collector, Red Rock
3 Financial Services ("RRFS"). See Ledger, Exhibit 8 hereto.

4 12. The account for the Property would have been current through September 30,
5 2012 if the \$300 payment had been applied to assessments before fees in the same manner as
6 check 142 was applied to the assessments due for my personal property.

7 13. On or about November 5, 2012, RRFS sent the first collection notice to the
8 Property (but not to 2664 Olivia Heights, the owner's address of record) when RRFS was "in
9 receipt of the correspondence that the Homeowner has passed away" In the letter, RRFS
10 claimed to have been retained to collect the delinquent balance of \$495.15 owed as of
11 November 5, 2012. See RRFS ledger sent . See Ledger, Exhibit 8 hereto.

12 14. On November 6, 2012, the HOA Resident Transaction Report credits the \$300
13 from check no. 143 as "Collection Payment Part(ial)" but claims a conflicting balance due of
14 \$351.21.

15 15. Check 143 was not ever correctly applied to \$275 assessments plus \$25 late fee
16 for the July 2012 quarter, as required by NAC116A.345(7) which prohibits an HOA agent from
17 applying assessment payments first to fees. See HOA Resident Transaction Report, Exhibit 9
18 hereto. *when this declaration was made on 5/11/18*

19 16. On or about September 13, 2012, the RRFS ledger shows charges of \$150.00 for
20 "Management Company Collection Cost", and \$125.00 + mailing fees for an "Intent to Lien
21 Letter" on the Property's account with the HOA, unauthorized as the account was referred to
22 collection before there was a default. The error of adding and compounding collection fees
23 which were not owing was never corrected by the HOA or RRFS. See Ledger, Exhibit 8 hereto.

24 17. On or about December 14, 2012, the HOA caused a Notice of Delinquent
25 Assessments (the "Lien") to be recorded against the Property which claimed the amount of
26 \$925.76 was delinquent and owed as of December 5, 2012, one month after RRFS claimed
27 \$495.15 was due and the HOA Resident Transaction report claimed only \$351.21 was due. The
28 Lien included erroneous charges, began collections prematurely, and did not credit the account

*9/17/12
or
9/20/12
notices
allegedly
sent
or I
would
have
mentioned
them*

1 as having assessments paid through September 30, 2012. See Lien, Exhibit 10 hereto.

2 18. As of December 14, 2012, the maximum amount of the delinquency for the
3 Property's HOA account was \$300.00, consisting of then-current quarterly dues in the amount
4 of \$275.00, together with late fees in the amount of \$25.00 in contrast to the \$925.76 claimed
5 on the Lien.

6 19. On or about March 12, 2013, a Notice of Default and Election to Sale (the "First
7 Notice of Default") was issued and served by RRFS. See First Notice of Default, Exhibit 11
8 hereto.

9 20. On or about April 3, 2013, the First Notice of Default was rescinded. See
10 Recorded Rescission of Notice of Default, Exhibit 12 hereto.

11 21. On or about April 8, 2013, a second Notice of Default and Election to Sale (the
12 "Second Notice of Default") was issued and served by RRFS. This notice incorrectly states that
13 no payments of any kind had been made since July 1, 2012, contradicting RRFS' own October
14 18, 2012 ledger entry which credits Check No. 143 in the amount of \$300.00, albeit to fees
15 instead of first to assessments. See Letter to Property with RRFS Ledger, Exhibit 8 hereto.

16 22. On or about April 30, 2013, RRFS responded to a payoff demand from "Miles
17 Bauer", agents for Bank of America (BANA), and claimed that \$2,876.95 was due and payable
18 as of April 30, 2013. See May 29, 2013 Red Rock Financial Services Ledger, Exhibit 13 hereto.

19 23. On or about February 12, 2014, a Notice of Foreclosure Sale ("Notice of Sale")
20 was issued and served by RRFS, which claimed \$5,081.45 was due and owing, and scheduled
21 the sale for March 7, 2014. See Notice of Foreclosure Sale, Exhibit 14 hereto

22 24. On or about February 20, 2014, I signed a listing agreement with Craig Leidy
23 and gave him ^{verbal} authority to handle all notices and contact with the HOA's agents, RRFS, and
24 Nationstar Mortgage, the new loan servicer as of December 1, 2013. *the only third party authorization I signed was to NSM*

25 25. On March 28, 2014, in response to a payoff demand related to a contingent sale
26 to Red Rock Region Investments LLC, RRFS sent an Accounting ledger to Chicago Title in
27 which the amount (before fees) claimed as due and owing on February 11, 2014 was \$4,240.10.
28 RRFS payoff demand claimed that the amount due on March 28, 2014, three weeks after the

*2/12/12
(attached)*

1 March 7, 2014 scheduled sale was postponed or cancelled, was \$4,687.64. See RRFS payoff
2 demand Ledger, Exhibit 15 hereto.

3 26. Note that the Notice of Sale which claimed that \$5,081.45 was due as of 2/11/14
4 was sent to the owner without any accounting ledger so I could not reconcile the inconsistencies
5 with the RRFS payoff demand Ledger.

6 27. On or about February 13, 2014, the Notice of Sale was sent to the Ombudsman
7 as required by NRS 116.311635(1)(b)(3) (2013).

8 28. However, on May 15, 2014, RRFS notified the Ombudsman that the Notice of
9 Sale was cancelled, the Trustee sale was cancelled, and the Owner was retained.

10 29. Subsequent to RRFS cancelling the Notice of Sale, and cancelling the sale
11 originally scheduled for March 7, 2014, there were no further notices to me that a sale was
12 planned. After the Ombudsman cancelled the ADR-NRS 38.310(1)(a) process, neither the HOA
13 nor its agent RRFS provided any notice nor did they take any of the actions statutorily-required
14 before an HOA can foreclose for delinquent assessments. See Compliance View Screen, Exhibit
15 15 hereto.

16 30. When the Property was sold on August 15, 2014, it came as a complete surprise.
17 There was no valid Notice of Sale was in effect. The entire HOA sale process had been closed
18 by the Ombudsman's Office on or about May 15, 2014. The cancellation of the HOA sale
19 occurred only one week after I signed a May 8, 2014 Residential Purchase Agreement to sell the
20 Property to MZK Residential, LLC for the winning bid of \$367,500 through www.auction.com.
21 See Purchase Agreement, Exhibit 16 hereto.

22 31. The August 22, 2014 Foreclosure Deed, the recording of which was requested by
23 Opportunity Homes, LLC, claims the Property sold for \$63,100 based upon the First Notice of
24 Default, dated March 12, 2013, which was rescinded on April 3, 2013. See Recorded Rescission
25 of Notice of Default, Exhibit 16 hereto.

26 32. The August 22, 2014 Foreclosure Deed contains the false recitals that 1) default
27 had occurred as described in the rescinded Notice of Default and Election to Sell; 2) there had
28 been no payments made after July 1, 2012; 3) that as of February 11, 2014, \$5,081.45 was due

*the deed recitals are false regardless
of Ochoa's convoluted argument*

1 and owing and that 4) RRFS "complied with all the requirements of law". See exhibit 18 hereto.

2 33. RRFS did not comply with the NRS 116.31164(3)(b) (2013) requirement that
3 "the person conducting the sale...deliver a copy of the deed to the Ombudsman within 30 day
4 after the deed is delivered to the purchaser...", but no foreclosure deed has ever been delivered
5 to the Ombudsman. See OMB Compliance screen, Exhibit 17 hereto.

6 34. In addition to RRFS failing to provide me, as the Property owner, any notice,
7 written or verbal, that the HOA sale was going to be held, neither RRFS, nor the HOA, have
8 ever given me any notice, written or verbal, that the HOA agents actually sold the Property on
9 August 15, 2014.

10 35. The HOA Resident Transaction Report does not list either Thomas Lucas or
11 Opportunity Homes, LLC, buyer at the HOA sale per the August 22, 2014 Foreclosure Deed in
12 Exhibit 18, as ever owning the Property. See Page 1336 and 1337, HOA Resident Transaction
13 Report, in Exhibit 9 hereto.

14 36. RRFS did not distribute the proceeds of the sale pursuant to NRS 116.31164
15 (3)(c)(4)(5) (2013) which defines the required order in which the proceeds of the sale are to be
16 paid out.

17 37. The HOA was paid \$2,701.04 out of the \$63,100 proceeds of the sale. That
18 payment was recorded on August 27, 2014 in the Resident Transaction report as payment in full
19 effective August 21, 2014. See entry "Collection Payment PIF", dated 8/27/14, on Page 1336,
20 Resident Transaction Report in Exhibit 9 hereto.

21 38. RRFS refused to make a distribution to me, although I attempted to make a claim
22 to RRFS shortly after the sale. In an October 13, 2014 email to my listing agent, Craig Leidy,
23 page 1, paragraph 2, I reported to him that RRFS refused to let me make a claim for the proceeds
24 as the owner. See Exhibit 19 hereto.

25 39. Upon information and belief, RRFS did not pay out any of the sale proceeds to
26 any other lienholder out of the reported \$63,100 collected for the sale, See Nationstar Mortgage
27 Loan Statement dated 12/21/14, the last statement Nationstar sent to me after I notified
28 Nationstar that the sale had occurred four months earlier. This statement does not have any entry

1 indicating that Nationstar had been paid anything from the proceeds. See Exhibit 20 hereto.

2 40. According to Clark County Recorder's Office records, two garbage liens, \$264.49
3 (201309230001369), dated September 23, 2013, and for \$253.50 (20145064357) dated May 6,
4 2014, went unpaid and were released on March 30, 2017. See Exhibit 21 hereto.

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

7 Dated this 11th day of May, 2018.

8 
9
10 Nona Tobin

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TABLE OF AUTHORITIES

2013 Lien and Foreclosure Statutes

[NRS 116.3116](#) - Liens against units for assessments.

[NRS 116.31162](#) - Foreclosure of liens: Mailing of notice of delinquent assessment; recording of notice of default and election to sell; period during which unit s owner may pay lien to avoid foreclosure; limitations on type of lien

[NRS 116.3163](#) - Foreclosure of liens: Mailing of notice of default and election to sell to certain interested persons

[NRS 116.311635](#) - Foreclosure of liens: Providing notice of time and place of sale; service of notice of sale; contents of notice of sale; proof of service.

[NRS 116.31164](#) - Foreclosure of liens: Procedure for conducting sale; purchase of unit by association; execution and delivery of deed; use of proceeds of sale.

[NRS 116.31166](#) - Foreclosure of liens: Effect of recitals in deed; purchaser not responsible for proper application of purchase money; title vested in purchaser without equity or right of redemption.

[NRS 116.31168](#) - Foreclosure of liens: Requests by interested persons for notice of default and election to sell; right of association to waive default and withdraw notice or proceeding to foreclose.

Other Relevant Statutes which apply to the enforcement of the SCA governing documents

[NRS 116.1113](#) Obligation of good faith

[NRS 116.3102\(3\)\(4\)](#) Enforcement decisions must be prudent, not arbitrary or capricious

[NRS 116.3103](#) Fiduciary, business judgment, act on an informed basis

[NRS 116.31031](#) Limits on Board's power to sanction

[NRS 116.310313](#) Authority of Association to collect past due obligations and to charge reasonable fee to collect.

[NRS 116.3106\(d\)](#) Requires association bylaws to define what BOD can't delegate

[NRS 116A.640\(8\)](#) Intentionally apply a payment of an assessment from a unit's owner towards any fine, fee or other charge that is due.

- [NRS 116A.640\(9\)](#) Refuse to accept from a unit's owner payment of any assessment, fine, fee or other charge that is due because there is an outstanding payment due.
- [NRS 116A.640\(10\)](#) Collect any fees or other charges from a client not specified in the management agreement.
- [NRS 116.31085](#)
[NRS 116.31085\(4\)](#) BOD SHALL meet in exec session to hold a hearing on an alleged violation of the governing documents unless the person who is about to be sanctioned requests an open hearing by the BOD. If the person requests in writing that an open hearing be conducted
- [NRS 116.31085\(4a\)](#) Owner who is being sanctioned for an alleged violation is entitled to attend all portions of the Board hearing, including the presentation of evidence and the testimony of witnesses
- [NRS 116.31085\(4b\)](#) Owner is entitled to due process which must include without limitation the right to counsel, right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel (BOD)
- [NRS 116.31085\(5\)](#) Subsection 4 establishes the MINIMUM protections the BOD must provide before it makes a decision
- [NRS 116.31085\(6f\)](#) Any matter discussed in exec session must be noted briefly in the minutes of the Executive Board. The Board shall maintain minutes of any decision related to subsection concerning the alleged violation and upon request shall provide a copy of the decision to the owner subject to being sanctioned or representative
- [NRS 116.31087](#) Right of units' owners to have certain complaints placed on BOD agenda
- [NRS 116.31065](#) Rules must not evade an obligation, must be uniformly enforced or can't be enforced at all; association may only sanction an owner after complying with [NRS 116.31031](#)
- [NRS 116.4117](#) Civil action for failure to comply with NRS 116 or governing documents
- [NRS 116.31175](#) Board required to provide owner rights to access association records
- [NRS 116.31083](#) Owner rights to attend all Board meetings and hear all deliberations, to receive clear notice of the agenda so it is known what actions the Board intends to take

Relevant Governing Documents provisions

SCA Third Amended and restated CC&Rs (2008)

6.1 Function of the association -primary entity to enforce the governing documents; must perform in accordance with governing documents

7.4 Compliance & Enforcement: The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws.

8.8 Lien for assessment may be enforced in the manner proscribed in act

8.8A Procedures for sale

8.12 Asset enhancement fee 1/3 of 1% due to the association on all but specifically exempted transfers of title.

XVI Dispute resolution and limitation on litigation

SCA Third Amended and Restated Bylaws, 2008

3.13(a, e, f) Compensation can't appear to influence decisions, create a conflict; can't relate to fines or violations; must conform to standards of practice

3.15 Open BOD meetings - must give owner minutes of hearing on violation of governing documents

3.15A SHALL hold hearing re violations Executive session

3.17 Powers of BOD business judgment benefits the association

3.18(a) Duties of the Board that SHALL NOT be delegated (a) adopt budget

3.18(b) Duties of the Board that SHALL NOT be delegated (b) levy and collect assessments

3.18(e) Duties of the Board that SHALL NOT be delegated (e) deposit all funds taken on association's behalf and use to operate

3.18(f) Duties of the Board that SHALL NOT be delegated (f) Use restrictions and rules

3.18(g) Duties of the Board that SHALL NOT be delegated (g) opening of bank accounts on the Association's behalf and designating signatories required

- [3.18\(i\)](#) Duties of the Board that SHALL NOT be delegated (i) enforcing the Governing Documents and bringing any legal proceedings...on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned as provided in CC&Rs 7.4
- [3.20](#) Defines what duties SHALL NOT be delegated
- [3.21](#) Accounts and reports: delinquency report
- [3.25](#) Board standards: must be reasonable
- [3.26](#) Enforcement procedures
- [4.6](#) Contracts, checks, agreements must be signed by two BOD members, not manager or debt collector or attorney
- [5.2](#) Deed Restriction Enforcement Committee (Covenants)
- [6.4 \(a,b,c\)](#) Books & Records: rights of owners and directors to SCA information defined

SCA Policies

- 10/1/13 [SCA Board Resolution Delinquent Assessment Policy and Procedure](#)
- 11/17/11 [Resolution Establishing the Governing Documents Enforcement Policy & Process](#)
- 10/23/14 [SCA Rules and Regulations](#)

Management and Debt Collection Agreements

- 1/1/10 [RMI Management Agreement](#)
RMI Management LLC
- 4/27/12 [RRFS Delinquent Assessment Collection Agreement](#)
Red Rock Financial Services, a FirstService Residential Management company
- 3/31/14 [FSR Management Agreement](#)
FirstService Residential, Nevada Management Agreement

Nevada Real Estate Division Advisory Opinions

- 12/12/12 [NRED Advisory 13-01 The Super Priority Lien](#)
- 11/15/12 [NRED Advisory 12-05-116 Executive Session Agendas](#)
- 6/30/14 [NRED Advisory 14-02 Notices prior to an association's foreclosure proceeding](#)

ANTI-FORECLOSURE FRAUD LEGISLATION

AB 284 [Foreclosure reform act](#) – specifies duties of the trustee; assignments not effective unless and until recorded; notarized affidavit under penalty of perjury that the lender or trustee is in actual possession of the note; civil penalties for mortgage lending fraud;

[NRS 205.372](#) False representation of title raised to category C felony or category B if there is a pattern of deceit.

[12 CFR1026.39](#) Mortgage transfer disclosures - Truth in Lending (TILA)

[SB 321 \(2013\)](#) Nevada Homeowner Bill of Rights – prevention of “dual tracking”