

1                   **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2           NONA TOBIN, as Trustee of the  
3           GORDON B. HANSEN TRUST dated  
4           8/22/08,

5           Appellants,

6           vs.

7           JOEL A. STOKES and SANDRA F.  
8           STOKES, as Trustees of the  
9           JIMI JACK IRREVOCABLE TRUST;  
10          YUEN K. LEE, an individual, d/b/a  
11          Manager, F. BONDURANT, LLC.,  
12          SUN CITY ANTHEM COMMUNITY  
13          ASSOCIATION, INC.; AND  
14          NATIONSTAR MORTGAGE, LLC,

15          Respondents.

Electronically Filed  
Dec 19 2019 05:04 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Supreme Court Case No.: 79295

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

16                   **APPELLANT'S APPENDIX OF DOCUMENTS**

17                           **VOLUME XI of XIV**

18                           Michael R. Mushkin  
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V	Amended Notice of Entry of Stipulation and Order Reforming Caption	AA 001025 - AA001034
XIV	Amended Transcript of Proceedings of Pretrial Conference to Correct Attorney Name Only 04/25/19	AA 002837 - AA 002860
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10	VIII	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 1)	AA 001376 - AA 001576
11	IX	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 2)	AA 001577 - AA 001826
12	X	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 3)	AA 001827 - AA001884
13	III	Reply to Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000559 - AA 000583
14	IV	Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant LLC	AA 000862 - AA 000867
15	X	Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice	AA 001896 - AA 001898
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XIV	Transcript of Proceedings: Bench Trial Day 1 06/05/19	AA 002809 - AA 002836
XIV	Transcript of Proceedings: Calendar Call 06/03/19	AA 002779 - AA 002808
XIII	Transcript of Proceedings: Pretrial Conference 04/25/19	AA 002702 - AA 002725
XIII	Transcript of Proceedings: Status Check - Settlement Documents 05/21/19	AA 002726 - AA 002750

**STATE OF NEVADA**  
**DEPARTMENT OF BUSINESS AND INDUSTRY**  
**REAL ESTATE DIVISION**  
**OFFICE OF THE OMBUDSMAN FOR OWNERS IN**  
**COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS**

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(702) 486-4480 • Toll free: (877) 829-9907

E-mail: [CICombudsman@red.nv.gov](mailto:CICombudsman@red.nv.gov) <http://red.nv.gov>

**ALTERNATIVE DISPUTE RESOLUTION (ADR)**  
**ADDITIONAL RESPONDENT FORM**

**This form should only be used in conjunction with Form #520 - ADR Claim Form**

Date: August 20, 2018

  
Signature of Claimant (if Homeowner, must be owner of record)

(<http://nvsos.gov/sos>)

If filed on behalf of the Association, provide the Association's Entity Number as it appears on the Secretary of State's website.

**Respondent:** Red Rock Financial Services LLC # E0484542011-5  
If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** Joel Just, former President, Red Rock Financial Services, partners # IRS tax ID 88-0358132  
If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** Steven Parker, FirstService Residential, Nevada, LLC # LLC3280-1996  
If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** \_\_\_\_\_ # \_\_\_\_\_  
If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** \_\_\_\_\_  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

*For office use only:*

Receipt number: \_\_\_\_\_ Claim number: \_\_\_\_\_ Date received: \_\_\_\_\_

AA 002077

## WHAT LAWSUIT?

People have asked for an explanation of the lawsuit I'm involved in. At least one of my opponents makes a lot of disingenuous remarks suggesting I should be "exposed" and that I am suing the HOA for damages and that I am unjustly trying to hurt the HOA or I am just running for the Board to win a lawsuit. All of these are fabrications and false.

In January, I became a defendant and claimant added to two existing lawsuits vying for title to 2763 White Sage Drive that was foreclosed on using the HOA's authority in 2014. This house was the residence of my late fiancé Bruce Hansen that held title in the name of the Gordon B. Hansen Trust. I became the Trustee and the executor of Bruce's estate when Bruce died of pancreatic cancer in 2012. The market was at a low point, and his house was underwater. I put it on the market immediately, but I had caretakers living there rent free to make sure the property was maintained and not a blight on the neighborhood.

This house was a nightmare for several years while the banks made probably 500 abusive collection calls to me even though I was the Executor and not the debtor. I maintained the property at my expense for well over a year because the bank would do nothing to protect the property and didn't care about the impact on the neighborhood of all the houses that became bank-owned after the economic downturn.

Proudfit Realty had the listing for 1 ½ years during which time Bank of America screwed up two sales, then Bank of America took possession but wouldn't take title. Then, I had Craig Leidy, a Berkshire Hathaway Realtor, re-list it. The new servicing bank Nationstar continued the abusive debt collection practices and also refused to close on multiple at or near full-price, arms-length deals.

SCA's Agent put the property into collection as soon as I told them that Bruce had died. I paid Bruce's HOA dues, but FSR did not credit my payments for Bruce's house that I paid at the same time as I paid mine. HOA Agents claimed a default before one existed, and prematurely put a lien on the property that contained unauthorized fees. SCA's Agents refused to take payment of the super-priority amount offered by the bank, did not offer me a payment plan, a hearing, an appeal, or give notices required by law and Board policy.

As you can see, the process to take away a \$400,000 house was less than the process mandated by SCA Board policy to provide Owners who are going to be sanctioned \$100 for minor infractions such as a dead tree. The HOA Agents foreclosed on the property without notice to me when I was literally at my sister's deathbed and while my real estate agent Craig Leidy was on the Titans Temecula trip.

The HOA Agents sold Bruce's house to a Berkshire Hathaway Realtor in the listing office for \$63,100 (instead of the \$375,000 refused by the bank two weeks earlier). After the sale, I received no notice whatsoever from either SCA or HOA Agents that they had foreclosed on the Trust and taken away Bruce's son's and my interest in the property as beneficiaries of the Trust.



The former HOA Agents that conducted the sale only gave \$2,701.04 to the HOA out of the \$63,100 auction price, and illegally kept \$60,000. They rebuffed my claim for the balance owed to the trust by statute. The HOA Agents weren't acting as fiduciaries for the Association. They even stiffed the HOA out of the Asset Enhancement Fee and new member set-up fees.

I got back into the fray last year when I was notified that Bruce's house had been re-conveyed to a dentist in Anthem Country Club for \$1.00 on a fraudulently executed and notarized quit claim deed and that this property is part of a widespread rental scam across Las Vegas Valley. There are literally thousands of lawsuits in state and Federal court over problems with HOA foreclosures. I wrote a letter to the R-J Editor about it that I will post on my website [www.nonatobin.com](http://www.nonatobin.com).

In fact, Alessi & Koenig who the SCA Board hired to replace our former Agents, conducted 800 HOA foreclosures between 2011-2015, and filed for Chapter 7 bankruptcy a few months ago because they were sued for their actions in 500 of them.

In January, I was approved by the court to become a defendant-in-intervention and was required to submit my claims by February 1, 2017 to get the title to the house returned to the Trust. The HOA is named as a necessary party because the foreclosure sale for alleged default on assessments was held under the HOA's authority. HOA agents were not named in the two lawsuits I intervened on. I intend to make a claim against them later about the \$60,000 they effectively stole from Bruce's estate without involving the HOA.

If the HOA's response were to support my motion to void the sale scheduled to be heard on April 6, the HOA could be out of the case at no essentially cost. That is the reasonable course of action as the facts support my claim that the sale was defective and did not conform to Nevada statutes, our HOA CC&Rs and by-laws. Costs to the HOA would only accrue if the HOA Board decided to condone the acts of its former agents and assert that its former Agents were authorized by the HOA Board to act in their own interest rather than as fiduciaries to SCA.

If the HOA Board decides to continue the current HOA delinquent assessment collection and foreclosure procedures there will be significant ongoing costs in litigation, insurance premiums and deductibles which dwarf the amount possibly collected by orders of magnitude. The HOA Board needs to be more rigorous in assessing the cost-effectiveness and managing the risk in the collections process.

The SCA Board must revise these defective procedures as they permit unscrupulous agents to be predatory, be unjustly enriched and to exploit our most vulnerable members. These procedures have already forced the HOA into years-long battles with the banks whose mortgages were extinguished by HOA sale or who were otherwise ill-treated by our Agents. There is a significant cost to trying to beat the banks.

I am running for the Board because I love this place, and I think I can help fix this. I am more than mildly horrified by the manner in which the Board of Directors is being duped into unwittingly acting contrary to the interests of the members, and I want to make it right.

AA 002079

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;

AA 002080

- 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.

AA 002081

**STATE OF NEVADA**  
**DEPARTMENT OF BUSINESS AND INDUSTRY**  
**REAL ESTATE DIVISION**  
**OFFICE OF THE OMBUDSMAN FOR OWNERS IN**  
**COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS**

3300 W. Sahara Ave., Suite 350, Las Vegas, Nevada 89102

(702) 486-4480 \* Toll free: (877) 829-9907

E-mail: [CICOmbudsman@red.nv.gov](mailto:CICOmbudsman@red.nv.gov)

<http://red.nv.gov>

**ALTERNATIVE DISPUTE RESOLUTION (ADR)**  
**ADDITIONAL RESPONDENT FORM**

**This form should only be used in conjunction with Form #520 - ADR Claim Form**

Date: August 20, 2018

\_\_\_\_\_  
Signature of Claimant (if Homeowner, must be owner of record)

\_\_\_\_\_  
(<http://nvsos.gov/sos>)

If filed on behalf of the Association, provide the Association's Entity Number as it appears on the Secretary of State's website.

**Respondent:** Red Rock Financial Services LLC # E0484542011-5

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
\_\_\_\_\_  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** Joel Just, former President, Red Rock Financial Services, partners # IRS tax ID 88-0358132

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
\_\_\_\_\_  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** Steven Parker, FirstService Residential, Nevada, LLC # LLC3280-1996

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
\_\_\_\_\_  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** \_\_\_\_\_ # \_\_\_\_\_

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

**Contact Address:** \_\_\_\_\_  
\_\_\_\_\_  
Street City State Zip Code

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

*For office use only:*

Receipt number: \_\_\_\_\_ Claim number: \_\_\_\_\_ Date received: \_\_\_\_\_ **AA 002082**

**EXHIBIT B**

**EXHIBIT B**

**EXHIBIT B**

**AA 002083**

Exhbit0109  
MINV0162

1 Donald E. Lowrey, Esq.  
2 Nevada Bar No.13178  
3 LAW OFFICES OF DONALD E. LOWREY, PLLC  
4 7473 W. Lake Mead Blvd  
5 Las Vegas, Nevada 89128  
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9 Mediator

10 **State of Nevada**

11 **Dept. of Business and Industry - Real Estate Division**

12 **COMMON-INTEREST COMMUNITIES AND HOTELS**  
13 **ALTERNATE DISPUTE RESOLUTION**

14 **NONA TOBIN,**

15 **Claimant,**

16 **vs.**

17 **SUN CITY ANTHEM COMMUNITY**  
18 **ASSOCIATION INC.; RED ROCK**  
19 **FINANCIAL SERVICES LLC; STEVEN**  
20 **PARKER; and JOEL JUST,**

21 **Respondents.**

22 **MEDIATION**  
23 **ADR Claim No. 19-27**

24 **SUMMARY OF MEDIATION**

25 **NO AGREEMENT**

26 A Mediation Hearing in the above entitled matter was convened on November 13, 2018, at  
27 9:30 AM. Appearing at the Mediation were: Nona Tobin; Kaleb Anderson, Esq. for SUN CITY  
28 ANTHEM COMMUNITY ASSOCIATION INC., STEVEN PARKER and JOEL JUST; Steven  
Scow, Esq. for RED ROCK FINANCIAL SERVICES LLC.

The mediation concerns certain acts and events with regard to real property located at  
2763 White Sage Drive, Henderson NV 89052. Litigation of some or all of the mediation issues  
are pending in the Nevada Eighth Judicial District Court, case number A-15-720032.

AA 002084



The parties participating in the mediation did so in good faith. However, they were not able to reach an agreement because others, who are parties in the litigated matter, did not appear for mediation and are necessary participants for a resolution of all claims. Accordingly, the Mediator finds that there was NO AGREEMENT.

DATED this 19th day of November, 2018.

~~Donald E. Lowrey, Esq.~~  
~~MEDIATOR~~

## NOTICE

If the parties participate in mediation and an agreement is not obtained, any party may commence a civil action in the proper court concerning the claim that was submitted to mediation. Any complaint filed in such an action must contain a sworn statement indicating that the issues addressed in the complaint have been mediated pursuant to the provisions of NRS 38.300 to 38.360, inclusive, but an agreement was not obtained. (NRS 38.330).


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Nevada Real Estate Division  
Office of the Ombudsman  
3300 W. Sahara Ave. Ste 325  
Las Vegas, NV 89102

Nona Tobin  
2664 Olivia Heights Ave.  
Henderson, NV 89052

Kaleb Anderson, Esq.  
Lipson Neilson  
9900 Covington Cross Drive Ste 120  
Las Vegas, NV 89144

Steven Scow, Esq.  
Koch & Scow, LLC  
11500 S. Eastern Ave. #210  
Henderson, NV 89052

  
Donald E. Lowrey, Esq.



**EXHIBIT C**

**EXHIBIT C**

**EXHIBIT B**

**AA 002087**

Exhbit0113  
MINV0166

### **Statement Of Disputed Issues.**

(excerpted from document to be shared with all parties)

1. Claimant believes the evidence shows that the sale did not conform to statutes and is void, and that there is no detrimental impact to SCA or Nationstar if the title is quieted to Claimant vs. Jimijack. SCA has asserted that all statutes were followed and that Nationstar would still have a claim against SCA if the sale were voided.
2. SCA failed to provide to Claimant the due process described in [NRS 116.31085](#), [NRS 116.31031](#), [CC&Rs 7.4](#) and SCA [bylaws 3.26](#), and SCA 11/17/11 [Policy Governing Process for Enforcement](#) of the Governing Documents, and SCA Board Resolution on Delinquent Assessments prior to sanctioning her by confiscating her house (ultimate sanction) for the alleged violation of the governing documents (delinquent assessments) exactly two days after that exact [due process was impeccably provided prior to a \\$25 sanction](#) for the alleged violation of dead tree.
3. Claimant asserts that SCA Board is guilty of negligent supervision of conflicted agents; and it has violated its duty of care by unlawful over-delegation of assessment collection, lack of accounting controls, and a failure to hold agents accountable for litigating claims brought against the Association for agents' misdeeds. This has caused damages to all SCA homeowners, including Claimant, and has prevented justice from being served in this case. SCA denies it.
4. Claimant asserts that SCA has been unfairly using this case to abrogate Claimant's other rights as an SCA homeowner and has created a hostile environment for her in a community where she has lived for nearly 15 years by mischaracterizing the nature of the dispute, and her role in it. SCA denies it and claims that the existence of this case has justified their action to deem her Board seat vacant and declare her ineligible to serve until this case is complete.

### **Proposed Resolution**

(excerpted from document to be shared with all parties)

1. SCA Board voids the sale as part of this mediation agreement on the basis of SCA former Agents' failure to follow NRS 116.3116-NRS 116.31168, other statutes, SCA governing documents and Board policies.
2. SCA Board declares publicly that it did not authorize, and it does not condone, its former agents unjustly profiting from the foreclosure of 2763 White Sage Drive, or any other SCA property, by improper accounting, charging fees in excess of the legal limit, failing to offer the owner due process required by law, and failing to distribute the proceeds from the sale as required by NRS (2013) 116.31164(3)(c) .
3. The former agents, not SCA owners, will be required to bear the entire cost of this dispute, including Claimant's legal fees and other costs, and for any other litigation related to pre-2016 foreclosures.
4. SCA Board confirms that \$2,701.04 credited to SCA on August 27, 2014, in the SCA Resident Transaction Report was accepted as payment in full for the Gordon B. Hansen account, and that SCA does not have any financial interest in the property, and neither loses nor gains financially from voiding the sale.
5. SCA Board declares, and Claimant concurs, that voiding the sale does not diminish Nationstar's rights to pursue its claims to a security interest nor does voiding the sale grant to Nationstar any beneficial interest in the Western Thrift First Deed of Trust that Nationstar cannot prove existed before the sale.
6. SCA Board declares that neither the Association nor any current or former Board member received any funds, nor otherwise benefitted in any way, from its former Agents' failure to distribute the proceeds in the manner prescribed by law.
7. SCA Board agrees to establish an Owner Oversight Committee for Debt Collection in order to prevent the cost of collections continuing to exceed the amount collected and to prevent the Association from being party to abusive collection or foreclosure practices.

**AA 002088**

### **Why SCA cannot say “yes” to voiding the sale even if facts are on my side**

The purpose of this confidential memo is to provide context for mediation that I don't want to share with the attorneys because my only hope is to get RRFS to feel like it is more in their interest to void the sale than not.

My total goal in this mediation is to void the sale and unwind title back to the GBH Trust.

I hope that my formal statement of the issues, sent by separate email to all parties, will show that I have enough evidence for my claim that the sale was defective to prevail at trial. After reading all this, I think it should be hard for anyone to think that a person this attentive to detail would let the house be sold for pennies on the dollar if she had thought in a million years that was what RRFS would, or even could, do.

I also hope it convinces the SCA attorney there is benefit for his client, SCA, if he fails to require RRFS pay the litigation costs in all seven cases that were caused by RRFS' method for conducting foreclosures in 2014.

A-15-720032.	Jimijack Irrevocable Trust v. BANA, N.A. & SCACAI,
A-14-707237-C	LN Management LLC series Pine Prairie v. Deutsche Bank
A-15-711883-C	My Global Village LLC v BAC Home Servicing
A-15-724233-C	TRP Fund IV LLC v Bank of Mellon et al
A-14-702071	Citi-mortgage, Inc v. SCA, ( <i>SCA paid \$55K to settle in 2017</i> )
2:17-cv-1800-JAD-GWF	FNMA v SCACAI
2:17-cv-02161-APG-PAL	Bank of NY Mellon v. SCACAI
A-16-735894-C	TRP FUND IV v. HSBC Bank

### **Why SCA is spending so much on attorneys to shut me up**

The table below shows my interaction with SCA over the past 2 ½ years since I first tried to get them to pay attention to how agents that are supposed to be fiduciaries are actually taking advantage of homeowners. My reward has been for them to try to bury me in legal fees, ruin my reputation, and kick me off the Board by deeming my position vacant declaring that the existence of this case means I could hypothetically make a profit off serving on the Board and am therefore ineligible until all appeals to the litigation are done.

It is very much in the interest of a majority of the Board to keep me from being able to compete in next year's election (5 of 7 seats are open). The trial is scheduled for May 28, 2019, and that blocks me until at least 2020.

I don't expect any of these issues to be dealt with in this mediation or for you to even click on the many live links. I just think you need to be aware how significant the disputes are between us and the incredible expense SCA “powers that be” are going to use this quiet title case to crush me and keep me out of SCA politics.

### **No help from regulators**

As you can see in the table, NRED and Nevada Bar Counsel do not reliably protect the public by holding licensees to even a minimal legal standard. Administrative enforcement by NRED is so lax that they appear to be complicit with Community Association Institute (CAI), trade association for managers, attorneys and other agents, rather than acting to serve the public interest.

Their ineffectiveness enables SCA to continue their style of response to owner complaints: [DARVO](#): Deny, Attack, and Reverse Victim and Offender.

Thank you very much for your consideration and assistance.

Nona Tobin 

Dated: ~~November 5, 2017~~

AA 002089

	<u>What I say</u>	<u>What SCA says</u>
Mid-2016	To CAM: There are two lawsuits on my late fiancé's house, but I <a href="#">want to talk to the BOD</a> before intervening. Your agents are stealing. Sold \$400K house without notice. Kept \$60K of proceeds that belonged to me if not Nationstar.	CAM: silence BOD President: silence.
Sept. 2016	I <a href="#">request a copy of the letter about dead plants</a> at my fiancé's house or at least the form letter you use for enforcement	Get a court order
Dec. 2016	To: President, I am now a defendant in intervention. I <a href="#">want to talk to the BOD</a> . This can't be the only house they did this to.	No. <a href="#">You can't talk to the BOD</a> . Talk to the attorney
Jan. 2017	<a href="#">Rethink the debt collection process</a> . Alessi & Koenig dissolved their LLC, defaulted on \$614K bid rigging judgment, are being sued in 500 of 800 HOA foreclosures they did, filed for chapter 7 bankruptcy	No response to me or any public acknowledgement of issue.  Issued <a href="#">an RFP for a new legal counsel</a>
Feb 2017	Filed a cross-claim against SCA to void the sale for statutory noncompliance and accuse agents of conducting a non-arms-length sale	SCA did not answer the complaint. Filed two motions to dismiss because I was a pro se and for NRS 38.310
Feb 2017	I filed to be a candidate for the BOD and fought with CAM over the wording of my disclosure.	<a href="#">CAM: you can't run unless</a> you claim that this law suit is a conflict. <a href="#">Leach attorney letter</a> : She can run but can't say certain words in disclosure
March	To Attorney Leach/Anderson: <a href="#">let's get the SCA out of this and settle at no cost to SCA</a>	Leach attorney: ok to settlement talks  CAM: Changed attorney to Lipson/Ochoa who <a href="#">Ochoa: NO to settlement talks</a> : 1. Your claims are like Nationstar's. 2. Besides you're practicing law without a license and 3. your claims need to go to mediation
April	On <a href="#">campaign website</a> : 1) past BOD meets too much in secret; 2) GM shouldn't have been paid \$250K when Summerlin hired GM for \$150K; 3) BOD shouldn't have increased dues 10% after giving GM a \$20K bonus after FSR only gone for six months; 4) BOD needs to be transparent, 5) need better internal accounting controls, 6) stop abusive collection practices; 7) more owner oversight 8) why <a href="#">lawsuit is not a conflict</a>	Two incumbent candidates: Nona shouldn't be allowed to run for the BOD because she's suing the association. Besides her experience means nothing because she's never been on any SCA committee before. The GM is worth \$100K over market, the recruiter told us so. Nona's expertise in compensation is probably phony and we know better. We can't read her explanation about the lawsuit because it's a matter before the BOD where she could make a profit.
	I begged the BOD not to select a new attorney until the new BOD was seated because SCA overuses attorneys to the detriment of owners.	Despite the BOD <a href="#">agenda action to hire legal counsel</a> , <a href="#">Clarkson contract</a> approved to be both legal counsel and debt collector.
May	I was elected to BOD with 2001 votes and replaced incumbent Carl W.	Rex had 1770 votes and a voting block of 4 votes to prevent me from even running to be an officer.

AA 002090

May 25	<p>I <a href="#">requested collection files</a> as something might need be turned over to the bankruptcy court because A &amp; K was claiming all the client trust funds were gone.</p> <p>I signed the over-broad <a href="#">recusal letter</a> to stay out of collections matters.</p>	<p>I was not given the Board book or anything related to the Alessi collection files. I was ordered out of my first executive session, so they could discuss how to handle my conflict due to this case.</p> <p>There was unanimous vote to require me to recuse myself from all SCA collection matters regardless of whether they were totally unrelated to my case.</p>
May 25	<p>My new attorney represented me in court while I was at the SCA executive session and withdrew my motion to void the sale and accepted that all claims were to be dismissed except quiet title per NRS 38.310 <a href="#">Link to court minutes</a></p>	<p>Ochoa was to write up the order of this hearing, but did not file it until 9/20/17, one month after they kicked me off the BOD on the pretext that this quiet title litigation disqualifies me to serve on the BOD.</p>
June	<p>I made multiple proposals to the BOD to form owner oversight committees for personnel/compensation, debt collection, investments, communications</p> <p>I began researching market studies of HOA executive compensation</p>	<p>All died without a second or were unanimously voted down.</p> <p>Rex told me I was not authorized to study the GM's comp, that it had been a decision of a prior BOD, and he would not allow me to see the records of a prior BOD's analysis.</p>
July	<p>Petitions were being circulated for a vote of no confidence in the GM &amp; to recall the four incumbents who had been on the BOD when the GM was hired at such a ridiculous pay level. As the liaison to the Election Committee, I told the GM that she, the CAM, the attorney and the BOD Pres should stop interfering with the recall process.</p>	<p>The GM ignored me.</p>
	<p>I <a href="#">requested records</a> that as a Director I had an absolute right to see.</p> <p>I filed a form 781 complaint with NRED about their concealing and withholding documents.</p>	<p><a href="#">Clarkson prohibited me from seeing any SCA records unless he approved</a> it despite this being a direct violation of SCA bylaws 6.4.</p> <p>Clarkson sent me an "attorney-client" <a href="#">cease &amp; desist letter</a> threatening me if I kept asking for records that I could use to make a profit on from this case approved at a secret meeting of the other six directors.</p>
	<p>I filed a <a href="#">request for independent oversight</a> of the recall petition and election process to the Ombudsman.</p>	<p>The Ombudsman said he couldn't do anything unless I filed an intervention affidavit.</p>
August	<p>I told the election committee that they needed to not let management, or the attorney interfere with the recall election</p>	<p>An anti-recall advocate told the Election Committee that I had released confidential Board info and got them to vote to have me removed as liaison because I MIGHT release something confidential of theirs.</p>
8/10	<p>I served a <a href="#">notice of intent</a> on the BOD, the GM, the CAM to file an intervention affidavit (IA) for harassment and retaliation.</p>	<p>Refused to let me, a director, put it in the BOD packet, even in <a href="#">two-page summary</a>, despite NRS 116.31187.</p> <p>Clarkson called it a "demand letter for money damages" and combined with the case cause to remove me from the BOD.</p>
8/11	<p>I served a notice of intent on the GM, the CAM to file a <a href="#">form 514A</a> for working without a management agreement, concealing records, and generally jerking me around</p>	<p>No answer.</p>
8/16	<p>I served on <a href="#">Clarkson a notice of intent to file</a> a complaint against him to the disciplinary panel of the bar.</p>	<p>No answer.</p>

AA 002091

8/11	I told the Election Committee to protect the integrity of the recall election process	Clarkson sent me a <a href="#">second cease &amp; desist letter</a> based on my having criticized the GM in my confidential email to the Election Committee about election interference.
8/12	I demanded to know who authorized Clarkson to write me another cease & desist letter	No answer
8/12	After I heard that the recall petitions had been submitted, I demanded to know why there had been no official notice to the BOD and why I, as the Election Committee liaison, was particularly excluded	No answer from management, only got one from Rex, a subject of one of the petitions, who said NRS didn't require there to be any notice to the directors who were not being recalled
8/16	I tried to put my concerns on the BOD agenda for 8/24, but it was a fight	Agenda of my item was deliberately insulting and called me "unit owner" not "director". The agenda included kicking me off as the liaison to the election committee.
8/22/17		Clarkson sent me four near identical <a href="#">letters denying access to records</a> note the bolded text related to this case. <i>"Where a Director requests to review Association records including tax records, the Director must do so in good faith and in pursuit of the best interest of the Association. The totality of your actions that have occurred since you were elected to the Board do not evidence a good faith desire or that your requests for records are in pursuit of the best interest of the Association. Rather, your actions evidence your desire to: 1) do whatever is necessary to prove your personal theories regardless of the liabilities you may subject the Association to pursuant to your position as a Board Member; 2) unilaterally control the Board by imposing your will upon the remaining Board Members in complete disregard of the opinions and decisions made by the Board; 3) supplant any and all professional advice received by the Association with your own professed expert opinion; and 4) to pursue your continuously made and frivolous allegations of corruption and fraud, upon which no basis has been found, and upon which you seek to establish in the litigation against the Association in which you maintain an an interest."</i>
8/24 AM	Executive session which I thought was to be about my complaints, but which turned out to be their ruse since they had already decided to respond to my complaints by kicking me off the BOD.	GM and attorney were not required to leave the room. Other directors were outraged that I was complaining and would not discuss the merits of my complaints. I was told to leave the meeting about 10:30 so they could discuss with <i>their</i> attorney how to respond to my complaints.
8/24 1:20 PM	I walked into the BOD room for the open meeting with prepared remarks to try to be as gracious as possible about being removed from the Election Committee (I didn't know at the time that it was because of the false accusation of divulging confidential info).	In front of 100+ people the V-P handed me a <a href="#">Clarkson letter removing me from the BOD</a> , effective immediately, SCA's only response to my NOIs aka "demand letters".  Clarkson would not explain to the crowd why, but they <a href="#">published on 8/29</a> that it was because I had put matters before the BOD from which I could make a profit and so they deemed by position vacant by operation of law. <b>AA 002092</b>

		At the meeting Clarkson removed the Election Committee from their chartered duties over the recall election without any formal action by the BOD , hired a CPA to send out ballot that many people threw away as junk mail, at an unbudgeted cost of nearly \$100K.
9/2/	I asked a friend to mail the complaint against Clarkson to the Nevada Bar for me since I was leaving for a planned vacation in Hawaii. In the packet were also three NRED IAs for 1) harassment & retaliation, 2) recall election interference, and 3) unlawfully removing me from the BOD	In less than five working days, the NV Bar <a href="#">rejected the complaint</a> - no clear and convincing evidence.
9/2	I gave the three IAs and the Form 514A along with a binder of several hundred pages of documentation to be hand-delivered to NRED (the person delivering it was a former member of the CIC commission.	NRED would not accept the IAs because they were signed as declarations per NRS and not 53.045 under penalty of perjury and were not notarized, but then after I submitted <a href="#">notarized IAs</a> , they were acknowledged by email, but never gave me an official notice or even the case number
Sept	I <a href="#">complained to NRED</a> because SCA never responded to my demands for documents,	Clarkson supplied a binder of nonresponsive materials
Sept 2017	Early case conference call	<a href="#">Ochoa finally filed the order</a> from the 5/25/17 hearing to dismiss my claims per NRS 38.310
October 2017	I provided more <a href="#">documentation to NRED</a> about the unlawful nature of removing me from the BOD on	Noted and filed
January 2018	Filed another <a href="#">affidavit to NRED</a> because Clarkson refused to allow me to get a copy of the employee salary table for 2018	Clarkson revised the Election manual to say that even disclosing litigation was insufficient. It was disqualifying for the Board.
February 2018	I applied for the BOD and <a href="#">appealed when rejected</a> by Rex.	Clarkson wrote me another letter and the Election Committee treated me like I was a monster for daring to come to a meeting.
April 2018	Joint Case conference meeting	4/20/18 Ochoa finally files an answer my 2/1/17 cross claim with only blanket denials.
May	Initial disclosure for discovery	Ochoa only puts one thing on his privileges log my late fiancé's death certificate
June	I met with the NRED Chief Compliance Officer and asked him why they have never answered my complaints or even told me the case numbers	No answer to <a href="#">my follow-up email</a>
August	After receiving NRED's highly unsatisfactory response, I quit writing my blog, <a href="#">SCAstrong.com</a> , stopped going to BOD meetings, and filed a claim for mediation in this case ADR 19-27.	NRED, conflated all my complaints, but one (unspecified) into <a href="#">one perfunctory dismissal</a> which misunderstood the facts, misapplied the law, and blocked serious issues like election interference and tampering with the composition of an HOA BOD, from being heard by the CIC commission.
October 25	I have received no notice from NRED about what the one issue was that was not included in their otherwise-blanket dismissal of my complaints.	It was announced at the BOD meeting that NRED had <a href="#">dismissed my one open complaint</a> and that it was awful how they had to spend \$25,000 to attorney's to answer my frivolous complaints this year.

AA 002093



1 **OPPC**

2 NONA TOBIN

2664 Olivia Heights Avenue

Henderson NV 89052

3 Phone: (702) 465-2199

4 [nonatobin@gmail.com](mailto:nonatobin@gmail.com)

*Defendant-in Intervention/ Cross-Claimant*

5 *In Proper Person*

6 **DISTRICT COURT**

7 **CLARK COUNTY, NEVADA**

8  
9 JOEL A. STOKES and SANDRA F.  
10 STOKES, as trustees of the JIMIACK  
IRREVOCABLE TRUST,  
Plaintiffs,

11 vs.

12 BANK OF AMERICA, N.A.,  
13 Defendant.

14 

---

NATIONSTAR MORTGAGE, LLC,  
Counter-Claimant,

15 Vs.

16 JIMIACK IRREVOCABLE TRUST;  
17 Counter-Defendant

18 

---

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

20 Cross-Claimant,

21 vs.

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

26 Cross-Defendant.  
27  
28

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

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

HEARING REQUESTED IN  
CONJUNCTION WITH HEARING FOR  
NATIONSTAR MSJ SCHEDULED:

APRIL23, 2019 9:30 AM

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

AA 002094



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

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

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

## 16 **MEMORANDUM OF POINTS AND AUTHORITIES**

### 17 **I. INTRODUCTION**

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

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

AA 002095

## **II. RECENT PROCEDURAL HISTORY**

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

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

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

4. Tobin's also opposed the Nationstar Joinder as

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

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

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

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

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

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

**AA 002096**

8. On March 26, 2019, a hearing was held on SCA's MSJ and NSM's Joinder against Tobin.  
9. Tobin's opposition to SCA's MSJ, filed March 5, 2019 by the Gordon B. Trust attorney,  
10. Joe Coppedge, was not considered at the March 26, 2019 hearing as the Court had entered a  
11. minute order of default against Tobin at approximately the same hour the opposition was filed.  
12. The March 5, 2019 minute order of default was vacated at the March 26 hearing.  
13. The March 26 hearing resulted in a ruling on SCA's MSJ against Tobin without Tobin's  
14. counsel having timely placed before the Court any of Tobin's arguments or pleadings in  
15. opposition.  
16. Nona Tobin, an Individual, filed a Notice of Appearance In Proper Person, on April 9,  
17. 2019.

### 18. **III. OTHER PROCEDURAL HISTORY SHOWS NSM'S TACTICS**

19. June 16, 2015 Jimijack v. BANA & SCA was case A-15-720032-C  
20. On October 16, 2015, an order entered for judgment of default against BANA  
21. January 11, 2016 NSM v. Opportunity Homes LLC was filed as A-16-730078-C  
22. Opportunity Homes LLC never answered NSM's A-16-730078-C complaint  
23. On April 12, 2016 NSM filed a motion to set aside default judgment against BANA,  
24. substitute as real party in interest, and to intervene on A-15-720032-C.  
25. 6. On June 7, 2016, an order was entered denying NSM's motion to set aside the default  
26. and substitute parties, but that did grant NSM's motion to intervene stating  
27. The court finds that at the time this action was commenced, *there was an assignment of the*  
28. *deed of trust al issue in the chain of title to the property in dispute* allowing that Nationstar  
Mortgage, LLC claims some right, title or interest in and to the property arising from the deed  
of trust.  
7. The June 7, 2016 order did not create for NSM any "right, title or interest in and to the  
property arising from the deed of trust" that NSM does not otherwise have in law.

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

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

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

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

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

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

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

13 **IV. ARGUMENT**

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

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

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

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

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

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

**AA 002098**

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

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

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

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

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

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

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

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

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

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

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

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

AA 002099

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

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

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

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

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

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

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

AA 002100

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

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

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

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

9  
10 **V. LEGAL STANDARD**

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

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

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

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

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

**AA 002101**

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

6. The "'slightest doubt' standard previously used in Nevada's summary judgment law" was also rejected by *Wood v. Safeway, Inc.*, 121 Nev. 724 12 P.3d 1026 (2005), which adopted the summary judgment standard employed by the federal courts in *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 106 S.Ct. 2505 (1986), *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S.Ct. 2511 2548 (1986), and *Matsushita Electric Industrial Co. v. Zenith Radio*, 475 U.S. 574, 106 S.Ct. 2611 348 (1986).

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

1. AB 284 (2011) was Nevada's anti-foreclosure fraud law. 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.

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

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

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

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

AA 002102



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

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

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

## **VI. CONCLUSION**

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

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

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

6 

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

13  
14  
15 **TOBIN MOTION FOR SUMMARY JUDGMENT AGAINST JIMI JACK**

16 Defendant in Intervention/Counterclaimant, NONA TOBIN, AN INDIVIDUAL, In  
17 Proper Person, moves for summary judgment on Joel A. Stokes' and Sandra F. Stokes', as  
18 trustees of the Jimijack Irrevocable Trust (Jimijack) on her counterclaim for quiet  
19 title/declaratory relief.  
20

21 **MEMORANDUM OF POINTS AND AUTHORITIES**

22 **I. INTRODUCTION**

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

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

AA 002104

1     **II. STATEMENT OF UNDISPUTED FACTS**

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

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

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

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

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

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

16    10.      The complete ownership record of the Property from “Date 01/01/2000-04/01/2016”,  
17    Pages 1334 through 1337 (TOBIN00110 - TOBIN00113) contains no entry that identifies F.  
18    Bondurant LLC, or Yuen Lee, Manager, as ever being an owner of the Property.  
19

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

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

23             (NSM0190) shows the notary statement  
24

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

AA 002105

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.

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

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

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

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

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

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

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

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

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

G. Jimijack did not disclose a written purchase agreement.

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

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

**AA 002106**

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

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

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

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

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

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

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

21  
22 **K. Jimijack's Relevant Procedural History**

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

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

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

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

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

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

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

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

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

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

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

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

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

15 **I. LEGAL STANDARD**

16 **A. Summary judgment pursuant to NRCP rule 56(c)**

17  
18 "...The judgment sought shall be rendered forthwith if the pleadings,  
19 depositions, answers to interrogatories, and admissions on file, together with  
20 the affidavits, if any, show that there is no genuine issue as to any material  
fact and that the moving party is entitled to a judgment as a matter of law..."

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

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

**AA 002108**

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

B. **NRS Chapter 111 REGARDING CONVEYANCE OF REAL PROPERTY**

33. Deeds must conform to the standards defined in NRS Chapter 111. (NRS 111.105)

34. A notary as a subscribing witness must establish the identity of the person whose signature is witnessed. (NRS 111.120)

35. Notarize the right person (NRS 111.125)

36. The instrument can be challenged. (NRS 111.340)

37. If challenged, "*neither such conveyance or instrument, nor the record thereof, shall be received in evidence, until established by other competent proof.*" (NRS 111.345)

38. **NRS 111.105 Conveyances by deed.** Conveyances of lands, or of any estate or interest therein, may be made by deed, signed by the person from whom the estate or interest is intended to pass, being of lawful age, or by the person's lawful agent or attorney, and **acknowledged or proved, and recorded, as directed in this chapter.**

39. **NRS 111.120 Conditions necessary before proof by subscribing witness can be taken.** No proof by a subscribing witness shall be taken unless the witness shall be personally known to the person taking the proof to be the person whose name is subscribed to the conveyance as witness thereto, or shall be proved to be such by the oath or affirmation of a credible witness.

**NRS 111.125 Proof required from subscribing witnesses.** No certificate of proof shall be granted unless subscribing witnesses shall prove: 1. That the person whose name is subscribed thereto as a party is the person described in, and who executed the same. 2. That such person executed the conveyance. 3. That such witness subscribed his name thereto as a witness thereof.

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

6       **NRS 111.345 Proof taken upon oath of incompetent witness:**  
7       **Instrument not admissible until established by competent proof.** If  
8       the party contesting the proof of any conveyance or instrument shall make  
9       it appear that any such proof was taken upon the oath of an incompetent  
10      witness, neither such conveyance or instrument, nor the record thereof,  
11      shall be received in evidence, until established by other competent proof.

#### 12       **NRS CHAPTER 240 - NOTARY PUBLICS**

13      40.     The notary has to keep a journal with a specific record of every notarial act  
14      performed (NRS 240.120)

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

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

21           (a) The fees charged, if any;

22           (b) The title of the document;

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

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

26           (e) Subject to the provisions of subsection 4, a description of the  
27           evidence used by the notary public to verify the identification of the  
28           person whose signature is being notarized;

          (f) An indication of whether the notary public administered an oath;  
          and

          (g) The type of certificate used to evidence the notarial act, as  
          required pursuant to NRS 240.1655.

4.   If, pursuant to subsection 3, a notary public does not require a  
person to sign the journal, the notary public shall enter "known  
personally" as the description required to be entered into the journal  
pursuant to paragraph (e) of subsection 1.

5.   If the notary verifies the identification of the person whose  
signature is being notarized on the basis of a credible witness, the notary  
public shall:

AA 002110



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

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

5 6. The journal must:

6 (a) Be open to public inspection.

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

8 7. A notary public shall, upon request and payment of the fee set  
9 forth in NRS 240.100, provide a certified copy of an entry in his or her  
10 journal.

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

14 41. There are penalties for notarizing a signature when the person is not there  
15 (NRS 240.155).

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

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

21 (a) Is known to the notary public; or

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

## 24 C. **NRS CHAPTER 205 - CRIMES AGAINST PROPERTY**

25 42. Serious criminal penalties are possible if a person executes or notarizes an  
26 instrument knowingly create a false claim of an interest in property

### 27 **NRS 205.395 False representation concerning title; penalties; civil 28 action.**

1. Every person who:

(b) Executes or notarizes a document purporting to create an interest  
in, or a lien or encumbrance against, real property, that is recorded in the  
office of the county recorder in which the real property is located and who  
knows or has reason to know that the document is forged or groundless,  
contains a material misstatement or false claim or is otherwise invalid; or  
has made a false representation concerning title.

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

3                   **II. ARGUMENT**

4                   **A. Tobin deserves quiet title as Jimijack evidence of ownership is inadmissible**

5                   43. Plaintiff's sole claim to ownership, an inadmissible quit claim deed, recorded June 9,  
6 2015, is fraught with notary violations that rendered it void.

7  
8                   44. There is no record in the notary's journal of the Jimijack deed to document notary  
9 CluAynne M. Corwin witnessed Yuen Lee, execute a deed to transfer title on June 8, 2015  
10 to Plaintiff Jimijack.

11  
12                   45. Pursuant to NRS 111.345, the quit claim deed, recorded on June 9, 2015 which purported  
13 to convey F. Bondurant LLC's interest to Plaintiff Jimijack is not admissible as evidence  
to support a claim of ownership.

14                   "If the party contesting the proof of any conveyance or instrument shall make  
15 it appear that any such proof was taken upon the oath of an incompetent  
16 witness, neither such conveyance or instrument, nor the record thereof, shall  
be received in evidence, until established by other competent proof."

17                   46. The validity of the June 8, 2015 deed is rebuttable pursuant to NRS 111.340, which states

18  
19                   "Neither the certificate of the acknowledgment nor of the proof of any  
20 conveyance or instrument, nor the record, nor the transcript of the record, of  
21 such conveyance or instrument, shall be conclusive, but the same may be  
rebutted".

22                   **B. Tobin deserves quiet title as Jimijack's recorded claim of ownership is contradicted**  
23 **by Sun City Anthem's ownership record.**

24                   47. Joel and Sandra Stokes offered no proof to establish how Jimijack acquired the property.

25                   48. Joel and Sandra Stokes offered no proof to resolve the conflict in the records.

26                   49. Joel and Sandra Stokes offered no proof of the existence of a written purchase agreement.

27                   **C. Nona Tobin, an Individual, is the only party seeking quiet title who has a valid deed**  
28 **on record.**

AA 002112

1 50. Tobin's August 27, 2008 Grant Sale Bargain Deed and March 28, 2017 quit claim deeds have  
2 priority over Jimijack's invalid deed.

3 51. Nona Tobin's deed, recorded on 3/28/17, is the only valid, admissible deed on record held  
4 by a party to this case who is seeking to quiet title in its favor.

5 52. On March 8, 2017, Thomas Lucas/Opportunity Homes, LLC's Disclaimer of interest was  
6 filed into this case.

7 53. On March 13, 2017 Yuen K. Lee/F. Bondurant, LLC's Disclaimer of Interest, filed into this  
8 case.

9 54. Jimijack's deed, executed on 6/4/15 and recorded on 6/9/15, is inadmissible as evidence as  
10 it did not comply with applicable NRS 111 and NRS 240 provisions.

11 55. Jimijack's 12/12/18 responses to Tobin's ROGGs did not provide any evidence to resolve  
12 the conflicts in the record.

13 56. No one has taken any actions on Plaintiffs' behalf to cure the defects that rendered the  
14 Jimijack deed null and void.

15 57. Tobin's ownership claim, as evidenced by a valid 3/28/17 deed, is superior to Jimijack's.

16 58. The 6/8/15 quit claim deed, recorded on 6/9/15, is Jimijack's only recorded claim to title.

17 59. Jimijack's only recorded claim of ownership is fraught with notarial errors rendering it  
18 void pursuant to NRS 111.345.  
19

20 60. Jimijack does not have a written purchase agreement.

21 61. Jimijack's recorded claim of ownership is contradicted by HOA records which say that  
22 Jimijack became the second owner after Gordon B. Hansen on September 25, 2014.  
23

24 62. Jimijack never participated in mediation as required by NRS 38.310.  
25

26  
27 **CONCLUSION**  
28

AA 002113

1 Tobin respectfully moves the court to award quiet title against Jimijack as Tobin's 3/28/17  
2 deed takes priority over Jimijack's contradictory and inadmissible claims of ownership.

3  
4 Nationstar is not prejudiced in any way by an award of quiet title to Tobin on the basis of  
5 the superiority of her deed to Jimijack's.

6  
7 Nationstar simply would be expected to conform to the requirements of NRS chapter 107,  
8 as amended by AB 284 (2011), to establish standing to foreclose on the property rather than  
9 getting an undeserved windfall through trickery and deception.

10  
11 

12 NONA TOBIN

13 2664 Olivia Heights Avenue

14 Henderson NV 89052

15 Phone: (702) 465-2199

16 nonatobin@gmail.com

17 *Defendant-in Intervention/ Cross-Claimant*

18 *In Proper Person*

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24  
25  
26  
27  
28  
AA 002114

CERTIFICATE OF SERVICE

I, Nona Tobin HEREBY CERTIFY that on this 10th DAY OF APRIL 2019 and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing NONA TOBIN'S OPPOSITION TO NATIONSTAR MORTGAGE'S MOTION FOR SUMMARY JUDGMENT AGAINST JIMJACK AND TOBIN'S COUNTER-MOTION FOR SUMMARY JUDGMENT AGAINST JIMJACK, addressed to:

**Michael R. Mushkin & Associates**

L. Joe Coppedge [joe@mushlaw.com](mailto:joe@mushlaw.com)

Karen L. Foley [karen@mushlaw.com](mailto:karen@mushlaw.com)

Michael R. Mushkin [michael@mushlaw.com](mailto:michael@mushlaw.com)

**Lipson Neilson P.C.**

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**Pro Se**

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NVEfile [nvefile@wrightlegal.net](mailto:nvefile@wrightlegal.net)



AA 002115

# EXHIBIT A

# EXHIBIT A

AA 002116

Exhbit0142  
MINV0195

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

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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,

vs.

BANK OF AMERICA, N.A.

Defendant.

NATIONSTAR MORTGAGE LLC

Counter-claimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counter-defendant.

\_\_\_\_\_  
NONA TOBIN, an Individual and Trustee of  
the GORDON B. HANSEN TRUST, Dated  
8/22/08,

Counter-claimant,

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

DECLARATION OF NONA TOBIN IN  
OPPOSITION TO NATIONSTAR'S  
MOTION FOR SUMMARY JUDGMENT

**DRAFTED  
NOT BEFORE  
CONSIDERED  
BY COURT**

1 vs.

2  
3 JOEL A. STOKES and SANDRA F.  
4 STOKES, as trustee for the JIMIACK  
5 IRREVOCABLE TRUST, SUN CITY  
6 ANTHEM COMMUNITY ASSOCIATION,  
7 INC., YUEN K. LEE, an Individual, d/b/a  
8 Manager, F.BONDURANT, LLC, and DOES  
9 1-10, AND ROE CORPORATIONS 1-10,  
10 inclusive,

11 Counter-defendants.

12  
13 **DECLARATION OF NONA TOBIN**

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

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

18 I am submitting the attached exhibits to dispute alleged facts in Nationstar's March 21,  
19 2019 Motion for Summary Judgment.

20 **Exhibits of recorded and filed documents that refute Nationstar's claims re Jimijack**

21 1. I prepared the affidavit, filed September 16, 2016, in support of Nona Tobin's and Steve  
22 Hansen's Motion to Intervene that was denied without prejudice (See Exhibit 1) which shows  
23 my intent to address the issue of voiding the sale before I asserted claims against Nationstar.

24 2. Exhibit 2 is the January 11, 2017 order, entered on January 12, 2017, granting Nona  
25 Tobin's Motion to Intervene.

26 3. Exhibit 3 is NSM 190, wherein notary CluAynne M. Corwin witnessed Yuen K. Lees  
27 signature as if Thomas Lucas stood before her.

28 4. There is no record in the notary's journal of the deed in which, notary CluAynne M.

AA 002118



1 Corwin documented that she had witnessed Yuen K. Lee, execute a deed to transfer title on June  
2 8, 2015 to Plaintiff Jimjack.

3 5. Pursuant to NRS 111.345,. the quit claim deed, recorded on June 9, 2015 which  
4 purported to convey F. Bondurant LLC's interest to Plaintiff Jimjack is not admissible as  
5 evidence to support a claim of ownership.

6  
7 "If the party contesting the proof of any conveyance or instrument shall make it appear  
8 that any such proof was taken upon the oath of an incompetent witness, neither such  
9 conveyance or instrument, nor the record thereof, shall be received in evidence, until  
10 established by other competent proof."

11 6. I rebut the validity of the June 8, 2015 deed pursuant to NRS 111.340, which states

12 "Neither the certificate of the acknowledgment nor of the proof of any  
13 conveyance or instrument, nor the record, nor the transcript of the record, of  
14 such conveyance or instrument, shall be conclusive, but the same may be  
15 rebutted",

16 7. Exhibit 4 is Opportunity Homes, LLC/Thomas Lucas Disclaimer of Interest, filed into  
17 this case on March 8, 2013

18 8. Exhibit 5 is Steve Hansen's Disclaimer of Interest, recorded on March 28, 2017.

19 9. Exhibit 6 is Thomas Lucas/Opportunity Homes, LLC's Disclaimer of interest, filed into  
20 this case on March 8, 2017.

21 10. Exhibit 7 is Yuen K. Lee/F. Bondurant, LLC's Disclaimer of Interest, filed into this case  
22 on March 13, 2017.

23 11. Exhibit 8, the only valid deed on record by a party to this case who is seeking to quiet  
24 title in its favor, conveys title to Nona Tobin..

25 12. As Trustee, of the Gordon B. Hansen Trust, dated August 2, 2008, I transferred any and  
26 all of the Gordon B. Hansen Trust's interest in the property, to Nona Tobin, an individual, the  
27 copy of which in Exhibit 8 was retrieved from Nationstar's disclosure NSM 0208-0211.

28 //

//

**Exhibits of recorded and filed documents that refute Nationstar's claims to own the DOT**

13. Exhibit 9 shows On December 1, 2014. Nationstar, alleging to be BANA's "attorney-in-fact", recorded an assignment of BANA's interest to Nationstar, effective on October 23, 2014 although Nationstar's disclosures, NSM0001 through NSM0413 did not disclose any document that gave it legal authorization to act as BANA's attorney-in-fact. Nationstar merely refers to its December 1, 2014 assignment of BANA's interest to itself as "an assignment outside the chain of title."

14. Exhibit 10 is Nationstar's March 8, 2019 recorded Rescission of the disputed December 1, 2014 self-assignment (from BANA to Nationstar), (NSM 0409-411), that stated

"they nullify and invalidate the assignment to same extent and effect as though the assignment had never been issued and recorded."

15. Exhibit 11 (NSM0412-0413) disclosed that on March 28, 2019, Nationstar recorded a "Corporate Assignment of Deed of Trust", executed on February 25, 2019, by Nationstar, acting as Wells Fargo's "attorney-in-fact", assigned the deed of trust to Nationstar again.

16. Exhibit 12 is NSM 0270-0272, the only limited power of attorney disclosed by Nationstar, but which is inapplicable to the deeds of trust in this case.

17. The document in NSM 0270-0272 is irrelevant as it did not authorize Nationstar to execute any assignment of any deed of trust, executed by Gordon Hansen, as Wells Fargo's attorney-in-fact that are disputed in this case.

18. Nationstar's disclosures NSM0001 through NSM0413 did not disclose any document that gave Nationstar legal authorization to act as BANA's or Wells Fargo's attorney-in-fact for either corporate assignment, executed on October 23, 2014, and February 25, 2019.

19. The Wells Fargo limited power of attorney disclosed by Nationstar NSM 270-272 was "valid only for a period of six months from April 1, 2016 unless cancelled prior to said date", and was not in effect and would not legitimize either corporate assignment, executed on October 23, 2014, and February 25, 2019, by Nationstar claiming to be Wells Fargo's "attorney-in-fact".

20. Exhibit 13 is the recorded Wells Fargo SUBSTITUTION OF TRUSTEE AND FULL

**AA 002120**

1 RECONVEYANCE, not include in Nationstar's disclosures, executed on March 2, 2015 by  
2 Lisa Wilm, Wells Fargo Vice President Loan Documentation.

3 21. Exhibit 14 is a Substitution of Trustee, recorded on August 17, 2015, executed by  
4 Nationstar on August 6, 2015, acting as Wells Fargo's attorney in fact which Nationstar failed  
5 to include in its disclosures.

6 22. Exhibit 15 (NSM 258-260) is a COPY of the note which is not admissible proof that  
7 Nationstar holds the ORIGINAL note. In fact, absent holding the original note, Nationstar  
8 cannot claim it is the noteholder the any more than I could claim that some debtor owed me  
9 money if I held only a **copy** of that debtor's I.O.U. to a third party, particularly if that copy of  
10 the note was never endorsed to me.

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

13  
14 Dated the 22nd day of March 2019,

15  
16   
17

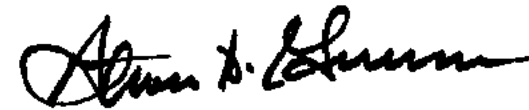
18 Nona Tobin  
19  
20  
21  
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28

# Exhibit I

# Exhibit I

AA 002122

Exhbit0148  
MINV0201



CLERK OF THE COURT

AFFD  
NONA TOBIN  
STEVE HANSEN  
2664 Olivia Heights Ave.  
Henderson NV 89052  
(702) 465-2199  
*Applicants for Intervention  
In Proper Person*

DISTRICT COURT  
CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES,  
as trustees of the JIMJACK IRREVOCABLE  
TRUST,

Plaintiffs,

vs.

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

Defendants.

Case No.: A-15-720032-C

Dept. No.: XXXI

AFFIDAVIT OF NONA TOBIN IN  
SUPPORT OF NONA TOBIN AND  
STEVE HANSEN'S MOTION TO  
INTERVENE

COMES NOW, NONA TOBIN and STEVE HANSEN (*Applicants*), in proper  
person, and hereby submit this Affidavit of Nona Tobin in support of their Motion to Intervene.

Dated this 22nd day of September, 2016.

/s/ Nona Tobin

NONA TOBIN  
2664 Olivia Heights Ave.  
Henderson NV 89052  
(702) 465-2199

*Applicants for Intervention,  
In Proper Person*

/s/ Steve Hansen

STEVE HANSEN  
21417 Quail Springs Rd.  
Tehachapi, CA 93561  
(661) 513-6616

*Applicants for Intervention,  
In Proper Person*

1                    AFFIDAVIT OF NONA TOBIN IN SUPPORT OF NONA TOBIN AND STEVE  
2                    HANSEN'S MOTION TO INTERVENE

3                    STATE OF NEW MEXICO    )  
4                    ) ss:  
5                    COUNTY OF TOAS        )

6                    1. I, NONA TOBIN, am one of two individuals who filed as pro se litigants a motion to  
7                    intervene in case A730078, Nationstar Mortgage, LLC vs. Opportunity Homes, LLC.

8                    2. Our interest in the case is as the sole beneficiaries of the Gordon B. Hansen Trust  
9                    (*herein the Trust*) which was the equitable title holder of the subject property, 2763 White Sage  
10                    Drive, Henderson, NV at the time title was transferred to Opportunity Homes by virtue of the  
11                    disputed August 15, 2014 foreclosure sale for delinquent HOA assessments.

12                    3. The Gordon B. Hansen Trust was the equitable title holder of the subject property at  
13                    2763 White Sage Drive, Henderson, beginning August 27, 2008 when the property was  
14                    assigned to the Trust by Mr. Hansen, who was sole owner, since July, 2004 when his then-wife  
15                    quit claimed her interest to him pursuant to their divorce property settlement.

16                    4. Our claim will be that the HOA sale should be voided and title returned to the Trust, and  
17                    therefore, to us as the beneficiaries of the Trust.

18                    5. I became the Successor Trustee of the Gordon B. Hansen Trust, dated August 22, 2008  
19                    and amended on August 10, 2011, on January 14, 2012, when the Grantor Gordon B Hansen  
20                    died.

21                    6. All evidence that will be presented to support the claims that will be made in our case  
22                    will be based on my personal knowledge, my personal research of public records, documents in  
23                    my possession, actions I took on behalf of the Trust over the past 4 and one half years,  
24                    correspondence to and from me and the banks as well as the official certified records of the two

1 realtors that document over two and one-half years of dealing with bizarre behavior by the  
2 banks whose investors refused to close on offers as high as \$395,000 on a loan with a \$389,000  
3 balance and an offer for \$375,000 as late as two weeks before the HOA sale transferred title for  
4 \$63,100.

5 7. I am filing this affidavit to clarify: 1) how we as individuals relate to the Gordon B.  
6 Hansen Trust, the real party in interest, and 2) the authority I have as Trustee of the Trust that  
7 was the equitable title holder at the time of the disputed HOA sale.

8 8. There are two beneficiaries of the Trust and we are now the sole surviving members of  
9 the Trust: Nona Tobin and Steve Hansen, each with a 50% interest.

10 9. Steve Hanson, son of the Trust's Grantor, is a resident of California, works full time,  
11 and has not participated in any way in the actions related to the Trust or this case that will serve  
12 as the basis for our complaint.

13 10. Steve Hansen is named as a co-complainant at my request, but he will not be appearing  
14 in court as he has no personal knowledge of the facts and issues surrounding the case. He is  
15 named only to ensure that the court is aware that I am acting as the Trustee, a fiduciary with the  
16 authority to act on behalf of the Trust; I am not acting like an attorney.

17 11. During the past four and half years, I have spent literally hundreds of hours and signed  
18 hundreds of pages of documents in my capacity as Successor Trustee dealing with problems  
19 regarding this property, and I can say without a doubt, I know more about transactions related to  
20 this particular property than anyone.

21 12. All our claims will be based on what I know personally, documents I wrote, received as  
22 Executor, or have as part of the Realtors' certified history of two listing agreements, and my  
23 detailed analysis of the public record.

1 13. It is arguable that the local rule 7.42(b) which states a "corporation may not appear in  
2 proper person", would apply here and thus bar "Nona Tobin, as Trustee of the Gordon B.  
3 Hansen Trust" from appearing in proper person.

4 14. However, to avoid any possible appearance of usurping authority reserved for members  
5 of the Nevada bar, it was with an abundance of caution that I put the names of both  
6 beneficiaries, in pro per, as the parties applying to intervene.

7 15. The Trust is not a corporation, rather it is a Grantor Trust formed in Nevada under the  
8 provisions of NRS 163 re Creation of Trusts.

9 16. In addition to the powers granted to the Trustee explicitly in the Trust document, the  
10 powers listed in NRS 163.265 through NRS163.410 were incorporated by reference.

11 17. In pursuing this litigation to quiet title back to the Trust, I am exercising the power of a  
12 Trustee incorporated by reference in the Trust of NRS163.375 which states: "A fiduciary may  
13 compromise, adjust, arbitrate, sue on or defend, abandon or otherwise deal with and settle  
14 claims in favor of or against the estate or trust as the fiduciary deems advisable, and the  
15 fiduciary's decision shall be conclusive between the fiduciary and the beneficiaries of the estate  
16 or trust and the person against or for whom the claim is asserted, in the absence of fraud by such  
17 person, and, in the absence of fraud, bad faith or gross negligence of the fiduciary, shall be  
18 conclusive between the fiduciary and the beneficiaries of the estate or trust."

19 18. Our motion to intervene was in concert with Nationstar's, i.e., to have the court declare  
20 that the HOA sale invalid, although we do have other claims and additional rationale as to why  
21 the HOA sale should be voided, including fraud on the part of the HOA agent.

22 19. In that case Nationstar prayed, among other things, to have the court declare that the  
23 August 15, 2014 foreclosure sale was void for violations of due process, and further that the  
24



1 illegitimate HOA sale conveyed no interest in the subject property to Opportunity Homes as the  
2 high bidder.

3 20. Beyond that, our claim will state that the HOA sale was implemented in a manner that  
4 was statutorily noncompliant, violated our due process rights, was commercially unreasonable  
5 and was fraudulently conducted by Red Rock Financial Services usurping the authority of Sun  
6 City Anthem Community Association, Inc. (HOA) for their own unjust enrichment.

7 21. When our motion to intervene was filed on July 29, 2016, it was to intervene on case  
8 A730078, Nationstar v. Opportunity Homes, filed on January 12, 2016, which I was aware of  
9 because of the Lis Pendens against the property recorded by WFZ on January 13, 2016.

10 22. Our intervention into that case was to support Nationstar's claim that the HOA sale was  
11 invalid, for the same as well as different reasons, but also to pray that once the defective HOA  
12 sale was voided by the court, title should return to the equitable owner (the Trust) by placing all  
13 parties back as they were, i.e., to re-gain whatever title or security interests they actually had, on  
14 the day prior to the sale.

15 23. In our scenario, Nationstar would retain whatever security interest they had (and they  
16 legitimately could prove they had) in the first deed of trust on August 14, 2014 and no more.

17 24. Our prayer to the court would be to 1) void the sale, 2) give back title to us as the  
18 equitable titleholders prior to the fraudulent HOA sale, and 3) not allow Nationstar's claims to a  
19 security interest to prevail by bypassing the requirements of Nevada's 2011 anti-foreclosure  
20 fraud law, SB 284.

21 25. I believe Nationstar's claims are clearly contradicted by evidence I possess.  
22  
23  
24

1 26. NRS 163.270 gives the Trustee powers related to buying and selling property, and I  
2 exercised this power between 2012 and 2014 first by signing an exclusive listing agreement  
3 with Proudfit Realty from the period of February, 2012 through July, 2013.

4 27. During the Proudfit listing, there were two contingent sales (one at full price) that are  
5 documented to have failed due to Bank of America's recalcitrant investor's resistance, and also  
6 documented is a refusal by Bank of America to accept my proffered deed in lieu (DIL).

7 28. I subsequently signed an exclusive agency agreement to sell the property with Berkshire  
8 Hathaway Home Services, Nevada Properties (BHHS), and the signed listing agreements  
9 extended from February, 2014 through October, 2014.

10 29. During the BHHS listing, the disputed HOA sale occurred. My BHHS agent Craig  
11 Leidy told me that he was not notified until the day before the sale by Thomas Lucas, a fellow  
12 BHHS Realtor that he was going to bid on Craig's listing. Craig Leidy also stated that he had  
13 requested notice and there had been four postponements previously where notice had been  
14 provided to him by Christine Marley of Red Rock Financial Services.

15 30. The improperly-noticed HOA sale also occurred after the HOA's agent notified the  
16 Nevada Real Estate Division Office of the Ombudsman (OMB) to cancel the Notice of Sale  
17 NRS 38.310 process because the "Owner was retained."

18 31. The Foreclosure deed was never submitted to the OMB as required by 2013 NRS  
19 116.31164(3)(b), thereby keeping the HOA sale out of the notice of the regulatory agency.

20 32. Title transferred on August 22, 2014 to Opportunity Homes which was actually the alter  
21 ego, Thomas Lucas, Realtor in the same BHHS office under Broker Forrest Barbee that was  
22 listing the property on my behalf at the time.

1 33. Based on the conflict of interest and insider information Thomas Lucas possessed, we  
2 will claim that neither Opportunity Homes nor Thomas Lucas was not a bona fide purchaser for  
3 value as would be required for a foreclosure sale to be legitimate.

4 34. During the time I had the property listed for sale, numerous actions occurred which are  
5 documented in the Reakor's records which directly contradict claims made by Nationstar as to  
6 their ownership of the beneficial interest in the first DOT, and it is important for an equitable  
7 solution to the competing title and security interests claims to this property that we be allowed  
8 to present our evidence.

9 35. After our MOI was filed, the A730078 case was joined with the A720032 case of which  
10 we had previously be unaware since Plaintiffs Joel and Sandra Stokes never recorded a Lis  
11 Pendens.

12 36. We have substantial additional claims against the Plaintiffs Joel and Sandra Stokes  
13 which include the fact that the sole document that conveyed interest in the subject property to  
14 the Plaintiffs was a Quit Claim deed that was fraudulently notarized by CluAynne M. Corwin, a  
15 notary public employed by Peter Mortenson, an attorney who shares the law office with  
16 Plaintiffs' attorney Joseph Y. Hong, at 10781 W. Twain Ave., Las Vegas.

17 37. I am attaching the aforementioned June 9, 2015 Quit Claim Deed because I noticed that  
18 in all the motions and claims that had been filed by the Plaintiffs or Nationstar's attorneys  
19 which attached virtually all other recorded documents, I did not see that anyone has shared this  
20 important document with the court.

21 38. This is a second route by which the title claims of the Plaintiffs should be dismissed, by  
22 virtue of the conveyance document not conforming to NRS 111.345, proof by a competent  
23 witness.

1 39. If the court invalidated the Plaintiff's interests due to the insufficiency of the  
2 conveyance instrument, it is absolutely necessary that we be permitted to intervene in the case  
3 to preserve our rights vis a vis Nationstar and F. Bondurant.

4 40. F. Bondurant is a counter defendant who we will claim is a sham LLC that held the title  
5 only for eight minutes on June 9, 2015 solely for the purpose of covertly and fraudulently  
6 conveying the property to the Plaintiffs.


7 41. The aforementioned Quit Claim Deed is an exhibit since neither of the attorneys thought  
8 it was important to bring to the court's attention earlier.

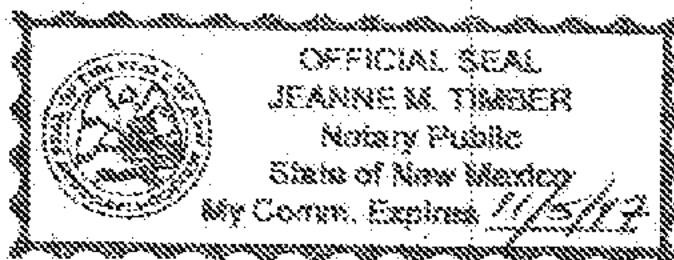
9 FURTHER, YOUR AFFLIANT SAYETH NAUGHT.

10 DATED this 23<sup>rd</sup> day of September, 2016.

11   
12 NONA TOBIN

13 Subscribed and Sworn to before me  
14 this 23 day of September, 2016.

15   
16 NOTARY PUBLIC



19  
20 County of T.O.S.

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

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

Inet #: 20150609-0001537  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$1377.00 Ex: #  
06/09/2015 12:38:36 PM  
Receipt #: 2452508  
Requestor:  
ROBERT GOLDSMITH  
Recorded By: ARO Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### QUITCLAIM DEED

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

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

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

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

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

Signed, sealed and delivered in presence of:

Thomas Lucas  
Grantor

Thomas Lucas, Manager  
Opportunity Homes LLC

State of Nevada

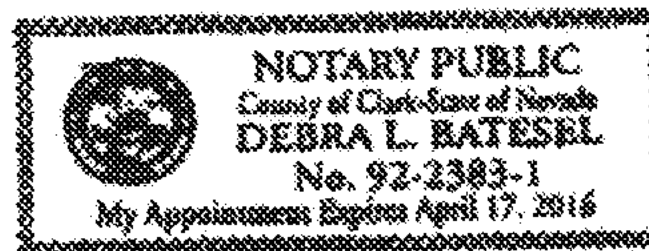
County of Clark

} ss

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

WITNESS my hand and official seal.

Signature: Debra L. Batesel



**APN:** 191-13-811-052

Recording requested by and mail  
documents and tax statements to:

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

**Address:** 5 Summit Walk Trail

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

(3)

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

---

## QUITCLAIM DEED

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

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

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

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

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

Signed, sealed and delivered in presence of:

*yeun Lee*  
Grantor *yeun Lee Manager*

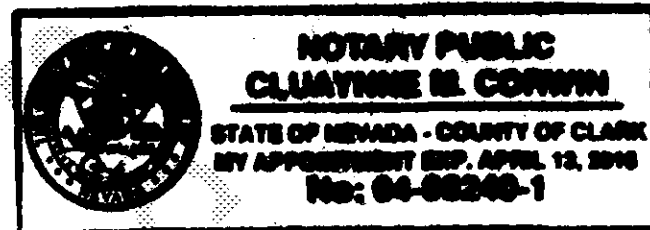
State of Nevada )

County of Clark )

) ss

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

WITNESS my hand and official seal.



Signature: *Cluayne M. Corwin*

*No 04-08240-1*  
*April 12, 2016*



**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

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

2. Type of Property:

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

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 270,000

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )

c. Transfer Tax Value: \$ \_\_\_\_\_

d. Real Property Transfer Tax Due \$ 1377.00

**4. If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_

b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100 %

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

Signature [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 Tim Jack  
Address: 5 Summit Walk Trail Irrevocable  
City: Henderson Trust  
State: Nevada Zip: 89052

**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

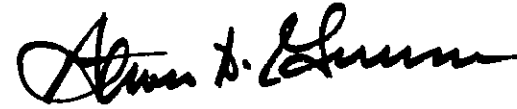
AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

# Exhibit 2

# Exhibit 2

AA 002136

Exhbit0162  
MINV0215



CLERK OF THE COURT

**ORDR**

NONA TOBIN, Trustee

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

2664 Olivia Heights Avenue

Henderson NV 89052

Phone: (702) 465-2199

nonatobin@gmail.com

*Defendant-in-Intervention, Cross-Claimant, Counter-Claimant*

*In Proper Person*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counter-Claimant,

vs.

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

Counter-Defendants

Case No.: A-15-720032-C

Dept. No.: XXXI

**ORDER GRANTING APPLICANT  
NONA TOBIN'S MOTION TO  
INTERVENE**

Hearing date: December 20, 2016

Hearing time: 9:00 a.m.

1 This matter came for hearing before the Court on December 20, 2016, at 9:00 AM.  
2 Applicant/Intervening Defendant/Counter-Claimant Nona Tobin, Trustee of the Gordon  
3 B. Hansen Trust, appeared in Proper Person while Plaintiffs/Counter-Defendants, Joel  
4 A. Stokes and Sandra F, Stokes, as Trustees of the Jimijack Irrevocable Trust, were represented  
5 by Joseph Y. Hong, Esq., of Hong & Hong, a Professional Law Corporation.

6 The motion to Intervene and Notice of Hearing was electronically served to all parties  
7 included on the Wiz-net E-file Master Service list for the consolidated cases. Plaintiff/Counter-  
8 Defendant Nationstar Mortgage, LLC, received e-service through their Counsel, Wright, Finlay  
9 & Zak, LLP, but no appearance at the hearing was made on behalf of Nationstar Mortgage,  
10 LLC.

11 The Court, having considered the pleadings and papers on file and heard the arguments  
12 of the parties present at the hearing, and for good cause appearing, hereby rules as follows:

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Applicant  
14 Nona Tobin's Motion to Intervene into consolidated cases No. A-15-720032-C and  
15 A-16-730078-C, of which Case No. A-15-720032-C serves as the main case is GRANTED.

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within twenty (20) days  
) on or before January \_\_\_\_\_, 2017  
hereof.  
JL

10 day of Jan

  
DISTRICT COURT JUDGE

DISTRICT COURT JUDGE

Respectfully submitted,  
Kona Jali

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

Approved as to form and content,

**HONG & HONG, A PROFESSIONAL  
LAW CORPORATION**

Joseph Y. Hong, Esq.  
Nevada Bar No. 5995  
10781 W. Twain Avenue  
Las Vegas, NV 89135  
*Attorney for Plaintiff/Counter-Defendant,  
Joel A. and Sandra F. Stokes, as trustees  
of Jimijack Irrevocable Trust*

Approved as to form and content.

WRIGHT, FINLAY & ZAK, LLP

Edgar C. Smith, Esq.  
Nevada Bar. No. 05506  
7785 West Sahara Ave., Suite 200  
Las Vegas, NV 89135  
*Attorney for Counter-Defendant,  
Nationstar Mortgage, LLC*

# Exhibit 3

# Exhibit 3

AA 002140

Exhbit0166  
MINV0219

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

Signed, sealed and delivered in presence of:

*yeun Lee*  
Grantor *yeun Lee Manager*

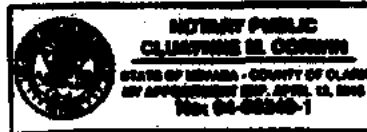
State of Nevada

County of Clark

)  
) ss

On this 8<sup>th</sup> day of June, 2015, before me, *Clayton M. Cowan* 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. Cowan*

No 04-08240-1  
April 12, 2016

AA 002141

Exhibit0167  
NINW0230  
NSM0190

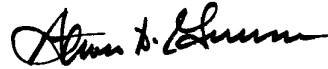
# Exhibit 4

# Exhibit 4

AA 002142

Exhbit0168  
MINV0221





CLERK OF THE COURT

**DISI**

**JAKUB P. MEDRALA, ESQ.**

Nevada Bar No. 12822

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

1091 S. Cimarron Road, Suite A-1

Las Vegas, Nevada 89145

(702) 475-8884

(702) 938-8625 Facsimile

jmedrala@medralaw.com

*Attorney for Thomas Lucas and*

*Opportunity Homes, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

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

Counterdefendants,

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

Crossclaimant,

vs.

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

Crossdefendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

**DISCLAIMER OF INTEREST**

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

5 DATED this 8th day of March, 2017.

6 Respectfully Submitted by:  
7 **The Medrala Law FIRM, Prof. LLC**  
8 /s/ Jakub P. Medrala

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

CERTIFICATE OF SERVICE

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

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

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

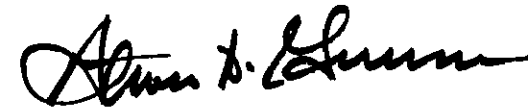
/s/ Jakub P. Medrala  
By: \_\_\_\_\_  
An employee of  
The Medrala Law Firm, PLLC

# Exhibit 5

# Exhibit 5

AA 002146

Exhbit0172  
MINV0225



CLERK OF THE COURT

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counter-Claimant,

Vs.

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

Counter-Defendants

NONA TOBIN, an individual, Trustee of the

Case No.: A-15-720032-C

Dept. No.: XXXI

**DISCLAIMER OF INTEREST**

1 GORDON B. HANSEN TRUST, dated  
2 8/22/08

3 Cross-Claimant,

4 vs.

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

8 Cross-Defendants.

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

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

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



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

24 //

//

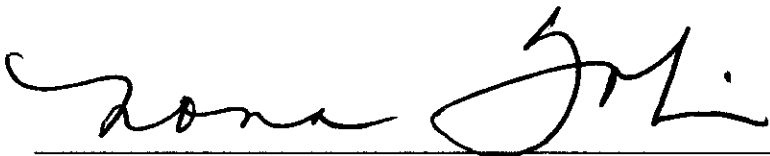
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**CERTIFICATE OF SERVICE**

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

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

State of California

County of Kern

Declaration of Steve Hansen

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

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

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

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

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



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

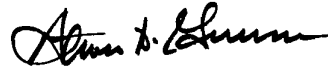


# Exhibit 6

# Exhibit 6

AA 002151

Exhbit0177  
MINV0230



CLERK OF THE COURT

**DISI**

**JAKUB P. MEDRALA, ESQ.**

Nevada Bar No. 12822

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

1091 S. Cimarron Road, Suite A-1

Las Vegas, Nevada 89145

(702) 475-8884

(702) 938-8625 Facsimile

jmedrala@medralaw.com

*Attorney for Thomas Lucas and*

*Opportunity Homes, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

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

Counterdefendants,

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

Crossclaimant,

vs.

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

Crossdefendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

**DISCLAIMER OF INTEREST**

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

5 DATED this 8th day of March, 2017.

6 Respectfully Submitted by:  
7 **The Medrala Law FIRM, Prof. LLC**  
8 /s/ Jakub P. Medrala

9 JAKUB P. MEDRALA, ESQ.  
10 Nevada Bar No. 12822  
11 1091 S. Cimarron Road, Suite A-1  
12 Las Vegas, Nevada 89145  
13 jmedrala@medralaw.com  
14 *Attorney for Thomas Lucas and*  
15 *Opportunity Homes, LLC*  
16  
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CERTIFICATE OF SERVICE

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

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

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

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

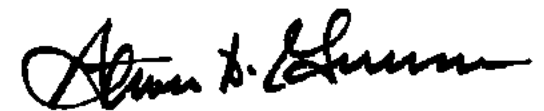
# Exhibit 7

# Exhibit 7

AA 002155

Exhbit0181  
MINV0234

ORIGINAL



CLERK OF THE COURT

DISI  
JOSEPH Y. HONG, ESQ.  
Nevada Bar No. 5995  
HONG & HONG, A PROFESSIONAL LAW CORPORATION  
10781 W. Twain Ave.  
Las Vegas, Nevada 89135  
Tel: (702) 870-1777  
Fax: (702) 870-0500  
Email: [Yosuphonglaw@gmail.com](mailto:Yosuphonglaw@gmail.com)

Attorney for Plaintiff/Counterdefendant

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.  
BANK OF AMERICA, N.A.,  
et al.,

Defendants.

CASE NO. A720032  
DEPT. NO. XXXI

DISCLAIMER OF INTEREST

And related Claims.

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

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



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

## CERTIFICATE OF ELECTRONIC SERVICE

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

---

### Leach Johnson Song & Gruchow

Contact	Email
---------	-------

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

---

### Leach Johnson Song Gruchow

Contact	Email
---------	-------

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

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### Leach Johnson Song Gruchow

Contact	Email
---------	-------

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

---

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

Contact	Email
---------	-------

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

---

### Pro Se

Contact	Email
---------	-------

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

**The Medrala Law Firm, PLLC**

**Contact**

**Email**

Jakub P Medrala

[jmedrala@medralaw.com](mailto:jmedrala@medralaw.com)

Office

[admin@medralaw.com](mailto:admin@medralaw.com)

Shuchi Patel

[spatel@medralaw.com](mailto:spatel@medralaw.com)

**Wright, Finlay & Zak, LLP**

**Contact**

**Email**

Jason Craig

[jcraig@wrightlegal.net](mailto:jcraig@wrightlegal.net)

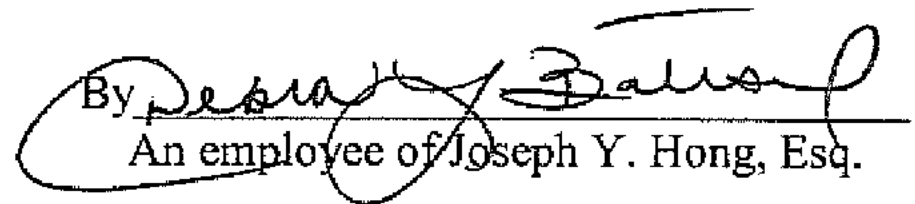
Michael Kelley

[mkelley@wrightlegal.net](mailto:mkelley@wrightlegal.net)

NVEfile

[nvefile@wrightlegal.net](mailto:nvefile@wrightlegal.net)

By



An employee of Joseph Y. Hong, Esq.



HONG & HONG  
A Professional Law Corporation  
10781 West Twain Avenue  
Las Vegas, Nevada 89135  
(702) 870-1777

1 **IAFD**

2 JOSEPH Y. HONG, ESQ.

3 State Bar No. 005995

4 HONG & HONG

5 A Professional Law Corporation

6 10781 West Twain Avenue

7 Las Vegas, Nevada 89135

8 Telephone: (702) 870-1777

9 Facsimile No.: (702) 870-0500

10 Email Address: yosuphonglaw@gmail.com

11 Attorney for Counter Defendant and Cross Defendant

12 *F. BONDURANT, LLC and YUEN K. LEE*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 JOEL A. STOKES and SANDRA F. STOKES, as )  
16 trustees of the JIMI JACK IRREVOCABLE )  
17 TRUST, )

18 Plaintiff, )

19 vs. )

20 BANK OF AMERICA, N.A., et al., )

21 Defendants. )

22 And related Claims. )

CASE NO. : A720032

DEPT. NO. : XXXI

**INITIAL APPEARANCE  
FEE DISCLOSURE**

23 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted  
24 for the parties appearing in the above-entitled action as indicated below:

25 ///

26 ///

27 ///

28 ///

1 F. BONDURANT, LLC, Counter Defendant \$223.00

2 YUEN K. LEE, Cross Defendant \$ 30.00

3 **TOTAL REMITTED:** **\$253.00**

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

5 HONG & HONG  
A Professional Law Corporation

6  
7 

8 \_\_\_\_\_  
9 JOSEPH Y. HONG, ESQ.  
10 State Bar No. 005995  
11 10781 West Twain Avenue  
12 Las Vegas, Nevada 89135  
13 Attorney for Counter Defendant and  
14 Cross Defendant  
15 *F. BONDURANT, LLC and YUEN K. LEE*  
16  
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18  
19  
20  
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23  
24  
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26  
27  
28

# Exhibit 8

# Exhibit 8

AA 002161

Exhbit0187  
MINV0240

47

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

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

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

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

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **QUITCLAIM DEED**

On March 27, 2017 THE GRANTOR(S),

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

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

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

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

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

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

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

AA 002162

Exhibit0188  
MINV0241

or any part thereof.

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

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

**(SIGNATURE PAGE FOLLOWS]**

**AA 002163**

Exhibit0189  
MINV0242

**Grantor Signatures:**

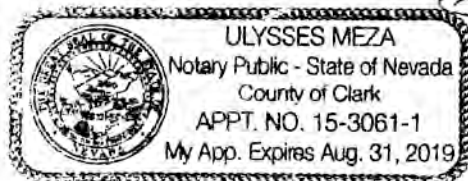
DATED: 3/27/17

Nona Tobin, Trustee

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

STATE OF NEVADA, COUNTY OF CLARK, ss:

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



[Signature]  
Notary Public Ulysses Meza  
Notary Public  
Title (and Rank)

My commission expires 08-31-2019

AA 002164

Exhibit0190  
MINV0243

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

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

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ \_\_\_\_\_

b. Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )

c. Transfer Tax Value: \$ \_\_\_\_\_

d. Real Property Transfer Tax Due \$ — 0 —

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 7  
b. Explain Reason for Exemption: out of trust, close trust  
without consideration

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

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

Signature Nona J. L. Capacity: Trustee

Signature Nona J. L. Capacity: \_\_\_\_\_

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

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

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

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

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

AA 002165

Exhibit0191  
MINV0244

# Exhibit 9

# Exhibit 9

AA 002166

Exhbit0192  
MINV0245



Inet #: 20141201-0000518

Fee: \$18.00

N/C Fee: \$0.00

12/01/2014 09:00:43 AM

Receipt #: 2236133

Requestor:

NATIONSTAR MORTGAGE

Recorded By: SAO Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

2

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\* NATT01NATNA000000000000000521839\*  
NVCLARK\* 0618315261 NVCLARK\_TRUST\_ASSIGN\_ASSN \* \*CKNATN\*

AA 002167

Exhibit0193

MINV0246

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 10/24/14

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  
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\* NATT01NATNA00000000000000521839\*  
NVCLARK\* 0618315261 NVCLARK\_TRUST\_ASSIGN\_ASSN \* \*CKNATN\*

AA 002168

Exhibit0194  
MINV0247

# Exhibit 10

# Exhibit 10

AA 002169

Exhbit0195  
MINV0248

Prepared By and Return To:  
Nationstar Mortgage LLC  
Attention: Assignments  
4000 Horizon Way  
Irving, TX 75063

APN #: 191-13-811-052

Inst #: 20190308-0002789  
Fees: \$40.00  
03/08/2019 02:12:46 PM  
Receipt #: 3651599  
Requestor:  
NATIONSTAR MORTGAGE LLC  
Recorded By: DECHO Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER  
Src: PRIORITY MAIL  
Ofc: MAIN OFFICE

Loan No: [REDACTED] 5261

Space above for Recorder's use

### RESCISSION OF ASSIGNMENT OF DEED OF TRUST

Through inadvertence and mistake the undersigned executed an Assignment of Deed of Trust referenced below in the official records of said county. The undersigned, being duly sworn and state under oath that they hereby INVALIDATE and NULLIFY the assignment to the same extent and effect as though the assignment had never been issued and recorded.

Filed of Record: 12/01/2014 In Book/Liber/Volume N/A, Page N/A,  
Document/Instrument No: 20141201-0000518 in the Recording District of CLARK, NEVADA

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

Assignee: NATIONSTAR MORTGAGE LLC

The Assignment of Deed of Trust refers to the following described Deed of Trust:  
Borrower(s): GORDON B. HANSEN, AN UNMARRIED MAN

Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR  
WESTERN THRIFT & LOAN

Filed of Record: 07/22/2004 in Book/Liber/Volume N/A, Page N/A, Instrument No: 20040722-0003507 in the  
Recording District of CLARK, NEVADA

Legal Description: SEE EXHIBIT "A" ATTACHED

Property more commonly described as: 2763 WHITE SAGE DR, HENDERSON, NV 89052

AA 002170

Exhibit0196  
NATIONSTAR  
20190308

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: FEB 25 2019 FEB 25 2019

**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**

By: Mohamed Hameed  
Title: Vice President

Witness Name: On AL JASEEN

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of Texas  
County of Dallas

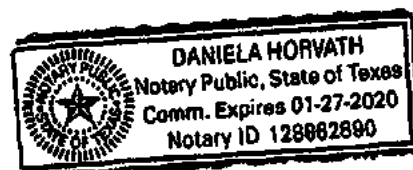
**FEB 25 2019**

**Daniela Horvath**

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared Mohamed Hameed, Vice President of/for **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**, personally known to me, or 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 Texas that the foregoing paragraph is true and correct. I further certify Mohamed Hameed, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

(Notary Name): Daniela Horvath  
My commission expires: JAN 27 2020



AA 002171

Exhibit0197  
N51110250

**LEGAL DESCRIPTION:**

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

**APN #: 191-13-811-052**

**AA 002172**

**Exhibit0198  
N11110251  
NSM04P1**

# Exhibit 11

# Exhibit 11

AA 002173

Exhibit0199  
MINV0252

Inst #: 20180308-0002790  
Fees: \$40.00  
03/08/2019 02:12:48 PM  
Receipt #: 3851599  
Requestor:  
NATIONSTAR MORTGAGE LLC  
Recorded By: DECHO Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER  
Src: PRIORITY MAIL  
Ofc: MAIN OFFICE

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

Recording Requested By:  
NATIONSTAR MORTGAGE DBA MR. COOPER

When Recorded Return To:  
DOCUMENT ADMINISTRATION  
NATIONSTAR MORTGAGE DBA MR. COOPER  
8950 CYPRESS WATERS BLVD  
COPELL, TX 75019

**CORPORATE ASSIGNMENT OF DEED OF TRUST**

Clark, Nevada

SELLER'S SERVICING #: [REDACTED] 5261 "HANSEN"

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

Date of Assignment: February 25th, 2019

Assignor: 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 at 8950 CYPRESS WATERS BLVD, COPELL, TX 75019

Assignee: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER at 8950 CYPRESS WATERS BLVD., COPELL, TX 75019

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: N/A Page: N/A as Instrument No.: 20040722-0003507 In the County of Clark, State of Nevada.

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 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:  
"VSR"VSRNATN"02/25/2019 10:04:59 AM" NATT01NATNA00000000000000521839"  
NVCLARK" NVCLARK\_TRUST\_ASSIGN\_ASSN " AM9"AM9NATT"

AA 002174

Exhibit0200  
NATIONSTAR



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

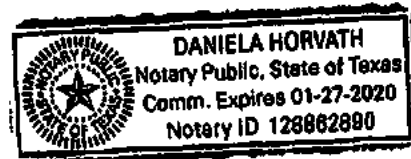
STATE OF Texas  
COUNTY OF Dallas

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\* NATT01NATNA000000000000000521839\*  
NVCLARK\* NVCLARK\_TRUST\_ASSIGN\_ASSN \* AM9\*AM9NATT\*

AA 002175

Exhibit0201  
NINW0254  
NINW0413

# Exhibit 12

Exhibit 12

AA 002176

Exhbit0202  
MINV0255

RECORDING REQUESTED BY

When Recorded Mail To:  
**AFTER RECORDING RETURN TO**  
**ATTN: POA**  
**4000 Horizon Way**  
**Irving, TX 75063**

Space Above This Line Reserved for Recorder's Use

### LIMITED POWER OF ATTORNEY

#### KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WELLS FARGO BANK, N.A., including as successor to the entities listed on Schedule I attached hereto ("Wells Fargo"), by these presents does hereby make, constitute and appoint Nationstar Mortgage LLC ("Nationstar"), Wells Fargo's true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in Wells Fargo's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to that certain Servicing Rights Release and Transfer Agreement dated as of December 28, 2015, between Wells Fargo and Nationstar, under the terms of which Wells Fargo transferred servicing for certain mortgage loans (such loans, the "Loans") to Nationstar. Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Mortgage"). The parties agree that this Limited Power of Attorney is coupled with an interest.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Execute or file assignments of mortgages, or of any beneficial interest in a Mortgage;
2. Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage;
3. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Wells Fargo or a prior transferor, including, but not limited to note endorsements, but specifically **excluding affidavits or other sworn statements**;
4. Endorse all checks, drafts and/or other negotiable instruments made payable to Wells Fargo as payments by borrowers in connection with the Loans;
5. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the transfer of title in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");
6. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; closing disclosures; and any other document necessary to effect the transfer of REO Property;

AA 002177

Exhibit0203

MINV0256  
NSM0279

7. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans; and
8. Execute or file assignments of foreclosure bid or assignments of judgment.

With respect to the Actions, Wells Fargo gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Nationstar hereby agrees to indemnify and hold Wells Fargo harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by Nationstar. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state and is valid only for a period of six (6) months from April 1, 2016 unless cancelled prior to said date.

IN WITNESS WHEREOF, Wells Fargo Bank, N.A. has caused these presents to be signed and acknowledged in its name and behalf by Jacalyn Priestley, its duly elected and authorized Vice President, and by Lannie Montag its duly elected and authorized Vice President, on this 1<sup>st</sup> day of April, 2016.

NO CORPORATE SEAL

WELLS FARGO BANK, N.A.

Debbie Hunt  
Witness: Debbie Hunt

By: Jacalyn Priestley  
Name: Jacalyn Priestley  
Title: Vice President

Mike Underwood  
Witness: Mike Underwood

By: Lannie Montag  
Name: Lannie Montag  
Title: Vice President

Susan Brown  
Attest: [Notary] Susan Brown

#### CORPORATE ACKNOWLEDGMENT

State of Iowa  
County of Dallas

On this 1<sup>st</sup> day of April, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jacalyn Priestley and Lannie Montag, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President and Vice President and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature: Susan Brown

My commission expires: 8/4/17

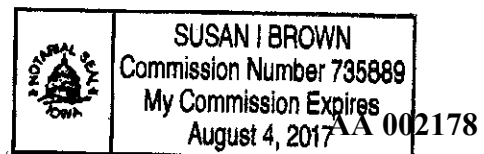


Exhibit0204

NSM0257

## SCHEDULE I

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc.

Wells Fargo Bank, N.A., successor by merger to Wachovia Mortgage Corporation

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A.

Wells Fargo Bank, N.A., successor by merger to SouthTrust Mortgage Corporation

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc.

Wells Fargo Bank, N.A. doing business as America's Servicing Company (ASC)

Wells Fargo Bank, N.A. doing business as America's Mortgage Outsource Program

Wells Fargo Bank, N.A. successor by consolidation to Wells Fargo Bank Texas, N.A.

Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A.

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc., successor by merger to CrossLand Mortgage Corp.

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A., successor by merger to First Union National Bank

Wells Fargo Bank, N.A., successor by merger to Wachovia Mortgage Corporation  
f/k/a First Union Mortgage Corporation

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A., successor by merger to First Union National Bank, successor by merger to First Union Bank of Connecticut, successor by merger to Centerbank Mortgage Company

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A., successor by merger to SouthTrust Bank

AA 002179

Exhibit0205

141110258  
NSM0272

# Exhibit 13

Exhibit 13

AA 002180

Exhbit0206  
MINV0259

3

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

Recording Requested By:  
WELLS FARGO BANK, N.A.

When Recorded Return To:  
LIEN RELEASE DEPT  
WELLS FARGO BANK, N.A.  
HOME EQUITY SERVICING OPS  
P.O. BOX 31557  
BILLINGS, MT 59107

Inst #: 20150312-0002285

Fees: \$22.00

N/C Fee: \$0.00

03/12/2015 12:11:44 PM

Receipt #: 2345255

Requestor:

WELLS FARGO BANK NA

Recorded By: CYV Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER



**SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE**

WF HOME EQUITY #:83765053779811998 "HANSEN" Lender ID:0 Clark, Nevada  
THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED  
FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY  
PERSON.

WELLS FARGO BANK, N.A. is the present Beneficiary of that certain Deed of Trust Dated:  
04/16/2007, made by GORDON B HANSEN AN UNMARRIED MAN as Trustor, with  
AMERICAN SECURITIES COMPANY OF NEVADA as Trustee, for the benefit of WELLS  
FARGO BANK, N.A. as Original Beneficiary, which said Deed of Trust was recorded 05/10/2007  
in the Office of the County Recorder of Clark State of Nevada, in Book: N/A Page: N/A as  
Instrument No.: 20070510-0001127 wherein said present Beneficiary hereby substitutes WELLS  
FARGO FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION as  
Trustee in lieu of the above-named Trustee under said Deed of Trust.

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

IN WITNESS WHEREOF, WELLS FARGO BANK, N.A. 2324 OVERLAND AVE,  
MAC# B6955-014, BILLINGS, MT 59102-6401 as present Beneficiary and WELLS FARGO  
FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION 2324  
OVERLAND AVE, MAC# B6955-014, BILLINGS, MT 59102-6401 as Substituted Trustee,  
have caused this instrument to be executed, each in its respective interest;

\*LJW\*LJWWFMH\*03/02/2015 03:11:03 PM\* WPMC07WFMH0000000000000000285633\*  
NVCLARK\* 83765053779811998 NVCLARK\_TRUST\_SUB \*\*TMGWFMH\*

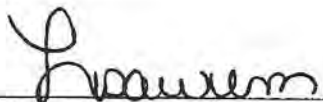
AA 002181

Exhibit0207  
MINV0260

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE Page 2 of 3

WELLS FARGO BANK, N.A.

On March 2nd, 2015

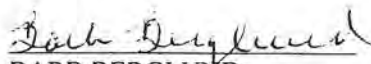
By: 

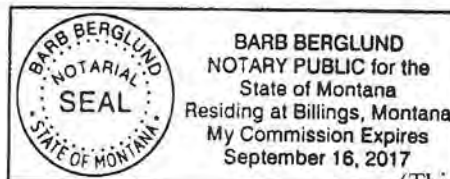
LISA WILM, Vice President Loan  
Documentation

STATE OF Montana  
COUNTY OF Yellowstone

On March 2nd, 2015, before me, BARB BERGLUND, a Notary Public, personally appeared LISA WILM, Vice President Loan Documentation, 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,

  
BARB BERGLUND  
Notary Expires: 09/16/2017



(This area for notarial seal)

WELLS FARGO FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION hereby accepts said appointment as Trustee under said Deed of Trust and as Successor Trustee pursuant to the request of said present Beneficiary and in accordance with the provisions of said Deed of Trust does hereby reconvey without warranty to the person or persons legally entitled thereto all estate now held by it under said Deed of Trust.

By WELLS FARGO FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION as Trustee  
On March 2nd, 2015

  
LISA WILM, VICE PRESIDENT LOAN DOCUMENTATION

\*LJW\*LJWWFMH\*03/02/2015 03:11:04 PM\* WPMC07WFMH0000000000000000285633\*  
NVCLARK\* 83765053779811998 NVCLARK\_TRUST\_SUB \*TMGWFMH\*

AA 002182

Exhibit0208  
MINV0261




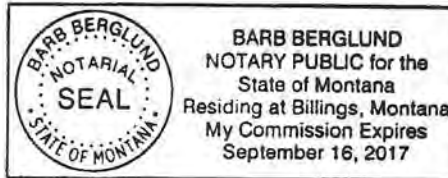
SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE Page 3 of 3

STATE OF Montana  
COUNTY OF Yellowstone

On March 2nd, 2015, before me, BARB BERGLUND, a Notary Public, personally appeared LISA WILM, VICE PRESIDENT LOAN DOCUMENTATION, 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,

  
BARB BERGLUND  
Notary Expires: 09/16/2017



(This area for notarial seal)

Mail Tax Statements To: GORDON B HANSEN, 2664 OLIVIA HEIGHTS AVE,  
HENDERSON, NV 890527039

\*LJW\*LJWWFMH\*03/02/2015 03:11:04 PM\* WPMC07WFMH0000000000000000285633\*  
NVCLARK\* 83765053779811998 NVCLARK\_TRUST\_SUB \*\*TMGWFMH\*

AA 002183

Exhibit0209  
MINV0262

# Exhibit 14

Exhibit 14

AA 002184

Exhbit0210  
MINV0263

Recording Requested By:  
Title 365

Inst #: 20150817-0001056  
Fees: \$18.00  
N/C Fee: \$0.00  
08/17/2015 09:48:58 AM  
Receipt #: 2527959  
Requestor:  
SPL INC.  
Recorded By: GWC Pgs: 2  
**DEBBIE CONWAY**  
CLARK COUNTY RECORDER

When Recorded Mail To:  
First American Trustee Servicing Solutions, LLC  
1500 Solana Blvd, Bldg 6, 1st Floor  
Westlake, TX 76262

APN: 191-13-811-052

TS No.: NV1500270670  
TSG No.: 730-1508685-70  
Borrower: GORDON B HANSEN

### SUBSTITUTION OF TRUSTEE

WHEREAS,  
GORDON B. HANSEN, AN UNMARRIED MAN

was the original Trustor, JOAN H. ANDERSON was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN was the original Beneficiary under that certain Deed of Trust Dated 07/15/2004 and recorded on 07/22/2004 as Instrument No. 20040722-0003507, of Official Records of CLARK County, Nevada; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitute, First American Trustee Servicing Solutions, LLC whose address is: 1500 Solana Blvd, Bldg 6, 1st Floor, Westlake, TX 76262, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

AA 002185

Exhibit0211  
MINV0264

SUBSTITUTION OF TRUSTEE - PAGE 2

NEVADA

TS No.: NV1500270670

TSG No.: 730-1508685-70

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS  
SUCCESSOR TO WACHOVIA BANK, NATIONAL  
ASSOCIATION FKA FIRST UNION NATIONAL BANK BY  
NATIONSTAR MORTGAGE LLC AS ITS ATTORNEY-IN-  
FACT

Rebecca C Wallace 8-6-15

Date: 8-6-15

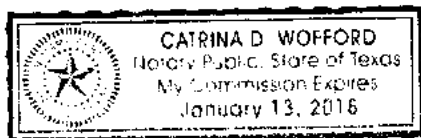
Rebecca C Wallace - Assistant Secretary

State Of: Texas

County Of: Denton

Before me, Catrina D. Wofford on this day personally appeared  
Rebecca C Wallace, known to me to be the person whose name is subscribed to the  
foregoing instrument and acknowledged to me that this person executed the same for the  
purposes and consideration therein expressed.

Given under my hand and seal of office this 6<sup>th</sup> day of August, A.D., 2015.  
Catrina D. Wofford (Notary Seal)



AA 002186

Exhibit0212

MINV0265

# Exhibit 15

Exhibit 15

AA 002187

Exhbit0213  
MINV0266

Copy

V1 WBCE LOAN # 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]

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3200 1/01

© 1999-2004 Online Documents, Inc.

Page 1 of 2

7/15/2004 15:01  
07-14-2004 15:01

5232

Exhibit0214

NSM0258

Copy

V1. WACB1 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.

 (Seal)  
GORDON HANSEN



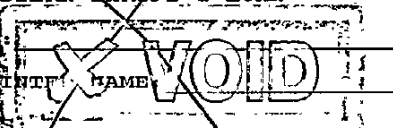
PAY TO THE ORDER OF  
FLAGSTAR BANK, FSB  
WITHOUT RECOURSE

WESTERN THRIFT & LOAN

BY:

PRINT NAME

ITS



2763 White Sage Dr Henderson, NV 89052

5232

[Sign Original Only]

Copy

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

AA 002190

Exhibit0216

NSM0260



# EXHIBIT B

# EXHIBIT B

**AA 002191**

Exhbit0217  
MINV0270

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

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



**COMPLAINT FORM**

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

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

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

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

**SECTION 1: COMPLAINANT INFORMATION**

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

**SECTION 2: TYPE OF COMPLAINT**

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

### SECTION 3: MY COMPLAINT IS AGAINST

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

Continue to Section 4 to describe complaint.

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

#### SECTION 4: DESCRIBE YOUR COMPLAINT:

➤ (to add attachments, see Section 5)

The civil action is A-15-720032-C. Three parties are competing for quiet title following a disputed 8/15/14 HOA foreclosure sale. I became the Trustee of the Gordon B. Hansen Trust, former owner of the property, when Gordon Hansen died on 1/14/12. Nationstar, the respondent in this AG complaint is lying to the court in its claims to own the beneficial interest of the Western Thrift & Loan deed of trust executed by Gordon Hansen on 7/15/04, and they are trying to get quiet title through this HOA foreclosure action by claiming I don't have standing to introduce evidence of Nationstar's fraud unless the court first invalidates the HOA sale. This is an underhanded legal trick. If I don't have standing until I prove the HOA sale was statutorily-noncompliant, then Nationstar does not have standing because its claims to own the underlying note are provably false.

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

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

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

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

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

The AG needs to be aware that the fraud that I uncovered over the past four years has

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

## SECTION 5: EVIDENCE

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



## SECTION 6: WITNESSES

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

N/A

## SECTION 7: SIGN AND DATE THIS FORM

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

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

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

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

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

PRINT NAME: Nona Tobin

DATE: Mar 14, 2019

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

➤ SECTION 8: OPTIONAL INFORMATION

➤ GENDER

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

➤ ETHNICITY

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

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

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

➤ MARK ALL THAT APPLY:

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

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

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

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

Review the complaint immediately.

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

introduce him or herself to the Nationstar attorney present.

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

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

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

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

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

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

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

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

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

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

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



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

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

1 message

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

Thu, Mar 14, 2019 at 12:37 AM

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

Bcc:

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

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

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

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

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

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

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

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

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

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

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

AA 002198

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

Exhibit0224

MINV0277



**A lingering consequence of the market crash**

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

**A new twist**

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

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

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

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

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

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

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

**Silence means compliance - or acquiescence**

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

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

**Rabbit out of the hat**

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

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

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

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

No worries.

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

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

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

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

AA 002199

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

Exhibit0225

MINV0278

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AA 002200

Exhibit0226

MINV0279

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

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

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

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

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

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

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

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

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

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

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

In my case, the homeowner died.

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

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

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

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

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

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

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

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

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

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

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

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

AA002201

Exhibit0227

MINV0280

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

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

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

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

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

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

It's simply a low percentage game.

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

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

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

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

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

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

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

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

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

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

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

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

Date: Mon, Feb 25, 2019 at 9:13 AM

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

To: Joe Coppedge <[joe@mushlaw.com](mailto:joe@mushlaw.com)>

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

**AA 002202**

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

**Exhibit0228**

**MINV0281**

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

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

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

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

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

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

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

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

#### **Order granting MSJ to the bank 12/5/18**

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

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

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

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

### **Bank MSJ: Foreclosure only sub-priority piece is valid**

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

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

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

### **HOA OPPC to bank MSJ**

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

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

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

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

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

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

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

**AA 002203**

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

**Exhibit0229**

**MINV0282**



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

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

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

The Association exists to protect the owners' common good.

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

The Board has the sole power to act.

Agents can advise, not direct.

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

The Board owes no duty to its agents.

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

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

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

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

AA 002204

Exhibit 0230

MINV0283

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

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

**Nona Tobin**

**(702) 465-2199**

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

**AA 002205**

**Exhibit0231**

**MINV0284**

MICHAEL R. MUSHKIN  
Nevada Bar No. 2421  
L. JOE COPPEDGE  
Nevada Bar No. 4954  
MUSHKIN CICA COPPEDGE  
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Joe@mushlaw.com

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiff,

vs.

BANK OF AMERICA, N.A

Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

TOBIN COUNTER MOTION FOR  
SUMMARY JUDGMENT

NATIONSTAR MORTGAGE LLC

Counter-claimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counter-defendant.

\_\_\_\_\_  
NONA TOBIN, an Individual and Trustee of  
the GORDON B. HANSEN TRUST, Dated  
8/22/08,

Counter-claimant,

**TOBIN DRAFT  
NOT REVIEWED  
BY ATTORNEY**

**PROVIDED TO AG  
FOR COMPLAINT**



1 vs.

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

Counter-defendants.

## 10 **I. Introduction**

11 This is a quiet title action resulting from a disputed HOA sale for delinquent assessments  
12 conducted by Sun City Anthem's agents, Red Rock Financial Services, on August 15, 2014.  
13 Three of the parties are seeking to quiet title in their favor:

- 14 • Plaintiff Jimijack - the party in possession
- 15 • Counter-claimant Tobin - the owner at the time of the sale
- 16 • Nationstar - claims to be the noteholder of the Deed of Trust

## 17 **II. Recent motions and oppositions before the court**

18 1. On February 5, 2019, Sun City Anthem filed a [Motion for Summary Judgment](#) against  
19 Tobin claiming that the HOA sale complied with statutory notice requirements and that Tobin  
20 was barred from re-gaining title due to equitable principles of unclean hands and failure to  
21 dispute the charges.

22 2. On February 12, 2019 Nationstar filed a limited [Joinder to the SCA motion](#), claiming the  
23 HOA sale was valid, but that the sale did not extinguish the deed of trust.

24 3. On March 5, 2019 Tobin filed an [opposition to the SCA MSJ](#) claiming that the sale was  
25 not statutorily compliant, and it was unfair, involved deceit and SCA failed to provide due  
26 process defined by, and guaranteed, by the SCA governing documents and NRS 116.

27 4. Tobin also opposed the Nationstar Joinder as

- 28 a. its claim was not based on any actual knowledge or evidence,
- b. presumes wrongly that Nationstar's claim to own the beneficial interest in the DOT

AA 002207

1 is undisputed,

- 2 c. Nationstar's, and its predecessor BANA's, mortgage servicing abuses unreasonably  
3 prevented four arms-length sales to bona fide purchasers and were the proximate  
4 cause of the HOA foreclosure due to assessments not being paid out of escrow as  
5 Tobin had instructed.

6 **III. Counter Motion for Summary Judgment against all parties**

7 **A. Against Sun City Anthem – the sale was invalid and void**

8 5. Tobin moves for summary judgment as there are no disputed material facts nor any  
9 credible or admissible evidence offered to contradict Tobin's claims that:

10 6. SCA did not comply with all applicable statutes or its own governing documents

11 7. SCA did not provide the specific due process mandated by law and delineated in SCA  
12 CC&Rs, bylaws, and policy.

13 8. SCA allowed its agents to unjustly profit at Tobin's expense and to the detriment of the  
14 Association as a whole.

15 9. The conduct of the sale was unfair, oppressive and involved deceit and fraudulent  
16 concealment.

17 **B. Against Jimijack who lacks any admissible evidence of ownership**

18 10. Plaintiff's sole claim to ownership, an [inadmissible quit claim deed](#), recorded June 9,  
19 2015, is fraught with notary violations that rendered it void.

20 11. Plaintiff's claims are contradicted by the [HOA's official ownership records](#).

21 12. Tobin's August 27, 2008 [Grant Sale Bargain Deed](#) and [March 28, 2017 quit claim](#) deeds  
22 have priority over Jimijack's invalid deed.

23 **C. Against Yuen K. Lee/F. Bondurant, LLC that disclaimed interest**

24 13. Yuen K. Lee executed the fraudulent deed alleged conveying title to Jimijack.

25 14. F. Bondurant LLC [title claim](#) that it received its interest from Opportunity Homes LLC,  
26 alleged [purchaser at the August 15, 2014 HOA sale](#), are contradicted by HOA ownership  
27 records.

28 15. Thomas Lucas/Opportunity Homes LLC, recorded a [Disclaimer of Interest](#) on March 8,

1 2013.

2 16. Yuen K. Lee/F. Bondurant LLC filed a [Disclaimer of Interest](#) on March 13, 2013 and are  
3 not seeking to quiet title in its favor.

4 **D. Against Nationstar and BANA**

5 17. BANA's and Nationstar's mortgage servicing abuses were a proximate cause of the  
6 HOA sale that was commercially unreasonable as it was sold for \$63,100 to a non- bona fide  
7 purchaser without notice to Tobin while there was a \$358,800 arms-length offer pending.

8 18. Nationstar's claim to own the beneficial interest to the deed of trust is provably false.

9 **IV. Tobin deserves summary judgment because the HOA sale was invalid,**  
10 **statutorily non-compliant, and unfair**

11 19. SCA does not claim to have provided Tobin any of the due process delineated in NRS  
12 116.31085.

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

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

21 22. SCA disclosure (SCA000635) claims that SCA only issued a "Notice for Hearing and  
22 Sanction for Delinquent Account" with a subject line "Suspension of Membership Privileges for  
23 Delinquent Account".  
24

25 23. SCA does not claim to have issued any other required notices related to the alleged  
26 violation of delinquent assessments required by these provisions.  
27  
28

24. SCA presented no evidence or argument that there was an exception to these notice requirements when the proposed sanctions for the alleged violation of delinquent assessments were more serious than the suspension of membership privileges.

25. [SCA withheld requested records](#) of the compliance actions taken regarding this property on September 16, 2016 to the present, telling Tobin she had to get a court order.

26. The due process requirements articulated in SCA Board policy “[Resolution Establishing the Policy and Procedures for Enforcement of the Governing Documents](#)”, adopted on November 11, 2017, updated in August 2018 for clarity, include:

**1. Notice of violation**

- a. Must include notice of what violation allegedly occurred,
- b. what provision of the governing documents was allegedly violated
- c. Identify the provision allegedly violated
- d. Description of the factual basis for the violation
- e. Identify a proposed action to cure the alleged violation
- f. Notice that failure to cure could result in a Notice of Violation Hearing which could result in the imposition of fines, sanctions and/or enforcement actions

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

- a. What rule was allegedly violated
- b. The alleged facts
- c. What the owner can do to correct the violation
- d. How long the owner has to correct to avoid the Board imposing the next enforcement step;
- e. How many days the owner gets to correct the alleged violation
- f. If the owner doesn’t fix it, the Board must identify
  - a. “any and all fines that may be imposed”
  - b. (sanctions) “shall be commensurate with the severity of the violation”
- g. The date, time, and location of the hearing and that the owner may request to reschedule
- h. Covenants Committee, or Board, **shall hold a private hearing** on an alleged violation of the governing documents **unless** the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the Board of Directors;

**3. Notice of Violation Hearing Procedures:**

- a. Owner gets all the due process required by [NRS 116.31085](#)

- 1 b. Is entitled to attend all portions of the hearing related to the alleged violation,  
2 including, without limitation, the presentation of evidence and the testimony of  
3 witnesses;  
4 c. Is entitled to due process, as set forth in the standards adopted by regulation by  
5 the Commission, which must include, without limitation, the right to counsel, the  
6 right to present witnesses and the right to present information relating to any  
7 conflict of interest of any member of the hearing panel;
- 8 4. **Notice of Sanction (Hearing Determination Letter)**: by certified mail, within 5 days, to  
9 property and owner address of record and must include these notices  
10 a. What was decided at the hearing;  
11 b. what **enforcement actions** will be imposed  
12 c. how much time the owner has appeal and how to do it  
13 d. any enforcement action will be suspended during appeal

14 5. **Notice of Appeal hearing procedures**

15 6. **Appeal Hearing Determination Letter**

- 16 27. SCA disclosures and pleadings do not claim or show evidence that SCA followed these  
17 steps or provided Tobin any of this due process when confiscating her property for sale. See  
18 exhibit for [emails with Jim Long](#) and [request for compliance records](#)
- 19 28. SCA Board's abdication to RRFS does not relieve the Board's duty to treat homeowner's  
20 fairly and to provide all the owner protections in the law when imposing sanctions for alleged  
21 violations.
- 22 29. SCA bylaws 3.20/3.18 (b), adopted pursuant to NRS 116.3106(c), prohibits the  
23 delegation of the Board duties to levy and collect assessments. See [exhibit](#)
- 24 30. SCA did, in fact, over delegate to the point of abdication, or in SCA attorney Ochoa's  
25 words, "outsourced", the assessment collection function to RRFS, and to such an extent that  
26 SCA retained no control over the funds collected, allowing its agents to be unjustly enriched  
27 through abusive collection practices the Board was led to believe were mandatory by law. See  
28 [emails with Jim Long](#), former SCA Board member at the time of the sale, emails above.

1 31. SCA has not claimed that it complied with any of these notice requirements or due  
2 process provisions when progressively more serious sanctions, up to, and including foreclosure,  
3 were proposed, and imposed, against Tobin for the alleged violation of the delinquent  
4 assessments.

5  
6 32. SCA merely claimed that RRFS told the Board that RRFS had complied with all the legal  
7 requirements, and the Board believed RRFS without hearing from the owner.

8 33. The SCA Board acted according to RRFS's direction and, as instructed, kept all its  
9 actions confidential, i.e., secret, even from the accused and sanctioned homeowner.

10 34. SCA did not claim that it complied with **all** the specific statutes required for a valid  
11 foreclosure, it merely cherry-picked certain notices that were allegedly given and ignored the  
12 identified violations.

13  
14 35. The Ombudsman's official record of SCA's Lien date, Notice of Default, Notice of Sale  
15 and Resolution, reports that the following specific actions or omissions were in violation of the  
16 NRS 116.31162-NRS 116.31164 Notice of Sale process. See exhibit for [Ombudsman](#)  
17 [compliance screen](#)

- 18  
19 a. The 2/12/14 Notice of Sale was cancelled on 5/15/14.  
20 b. The 5/15/14 Trustee sale was cancelled.  
21 c. There was no notice of sale in effect when the 8/15/14 sale took place.  
22 d. SCA did not provide any notice to the Ombudsman that the sale had occurred.  
23 e. SCA did not submit a foreclosure deed within 30 days after the sale (or ever) as  
24 required by NRS 116.31164(3)(b)(2013).  
25

26 36. SCA does not claim that it provided the schedule of fees, proposed repayment plan or the  
27 right to appeal to the Board required by NRS 116.31162 (4), only that an alleged defective  
28

1 [Notice of Intent to Lien](#), dated September 17, 2012 for which no proof of service and no prior  
2 notice of violation were given, should suffice.

3 37. SCA disclosures confirm that RRFS unilaterally rejected a tender from BANA of \$825,  
4 nine months of assessments then delinquent, on or about May 9, 2013.

5 38. RRFS did not credit the Property account with \$825 of paid assessments as required by  
6 [NRS 116A.640\(9\)](#).

7 39. RRFS did not inform the Board or Tobin of its unilateral decision to continue the  
8 unnecessary and unauthorized accumulation of “fines” misnamed as collection fees.

9 40. SCA disclosures revealed that, on May 28, 2014, RRFS unilaterally rejected it when  
10 [Nationstar offered \\$1,100](#), an amount equivalent to one year of assessments.

11 41. SCA disclosures show that RRFS did not inform the SCA Board of an offer in excess of  
12 the super-priority amount as coming from Nationstar.

13 42. RRFS inaccurately characterized it as a request from the owner for a waiver of fees. See  
14 exhibit of [RRFS-generated and unsigned waiver request](#), dated June 9, 2014.

15 43. SCA Board took a “hands-off” approach to RRFS and was not even aware that RRFS  
16 failed to distribute any of the \$63,100 from the August 15, 2014 sale, except for \$2,701.04,  
17 credited to SCA as payment in full, in the manner proscribed by NRS 116.31162(3)(c) (2013).

18 **B. Undisputed facts regarding the inadmissibility of Jimijack’s claim to ownership**

19 44. The 6/8/15 quit claim deed, recorded on June 9, 2015, is the only recorded claim that  
20 Jimijack has of ownership.

21 45. The quit claim deed, executed by Yuen K. Lee, is void for notary violations as the  
22 notary, CluAynne M. Corwin, claimed Thomas Lucas stood before her.

23 46. There is no entry in the Corwin notary journal that she witnessed Yuen K. Lee’s signature

1 or there was ever a compliant notarial act necessary for the valid conveyance of the property to  
2 Jimijack on June 8, 2015.

3 47. The [Resident Transaction Report](#), Sun City Anthem official record of ownership and  
4 payment of assessments and fees for each property, shows that Jimijack took possession of the  
5 property on September 25, 2014, and paid a new owner set up fee.

6 48. The Resident Transaction Report, shows there have only been two owners of the  
7 Property, Gordon Hansen and Jimijack.

8 49. There is no HOA record that Thomas Lucas or Opportunity Homes, LLC, the  
9 alleged purchaser at the disputed August 15, 2014, HOA foreclosure sale, was ever an owner of  
10 the property. See exhibit for [August 22, 2014 foreclosure deed](#).

11 50. Thomas Lucas filed and recorded a [Disclaimer of Interest](#) in the property.

12 51. The [Resident Transaction Report](#) has no entry that the shows the property was  
13 foreclosed on or sold by Sun City Anthem on August 15, 2014.

14 52. There is no HOA record that Yuen K. Lee or F. Bondurant LLC ever owned the  
15 property or paid any fees required when title changes. See [Resident Transaction Report](#)

16 53. On March 13, 2017, a Yuen K. Lee and F. Bondurant LLC recorded a [Disclaimer](#)  
17 [of Interest](#).

18 **C. Tobin is the only party seeking to quiet title that has a valid deed.**

19 54. Nona [Tobin's March 28, 2017 deed](#) has priority over Jimijack's inadmissible June 9,  
20 2015 deed, and all other parties with deeds have disclaimed interest.

21 55. On August 27, 2008, title to the property was transferred into the Gordon B. Hansen  
22 Trust by the [Grant, Sale Bargain Deed](#).

23 56. On March 28, 2017. Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded a



1        [Disclaimer of Interest](#) of Steve Hansen, leaving her the sole beneficiary of the Gordon B.  
2        Hansen Trust.

3        57. On March 28, 2017 Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded [a quit](#)  
4        [claim deed](#) transferring the interest of the Gordon B. Hansen Trust, dated August 22,  
5        2008, to Nona Tobin, an individual.

7        **D. Title cannot be quieted to Nationstar as it obstructed legitimate sales**

8        58.        Nationstar's, and its predecessor BANA's, mortgage servicing abuses including,  
9        but not limited to, taking possession without foreclosure, refusing to take title when a deed in  
10        lieu was offered without giving Tobin written documentation of the disqualifying cloud to title  
11        BANA identified, refusing to disclose the identity of the beneficiary when Tobin requested it,  
12        and causing fraudulently executed and notarized claim against title to be recorded.

14        59.        Nationstar's, and its predecessor BANA's, mortgage servicing abuses blocked  
15        Tobin's ability to avoid a foreclosure by the HOA.

17        60.        BANA and Nationstar were the proximate cause of the total amount of all  
18        assessments, late fees, interest and collection costs demanded by RRFS being paid out of  
19        escrow by unreasonably refusing to approve legitimate arms-length sales at fair market value.

20        61.        Nationstar, and its predecessor BANA, resulted in unreasonable rejections of  
21        multiple purchase offers from bona fide purchasers in arms-length transactions between August  
22        8, 2012 and August 4, 2014 ranging from \$310,000 to \$395,000.

24        62.        Nationstar allowed the property to be sold for the commercially unreasonable  
25        price of \$63,100 to a non-bona fide purchaser without notice to Tobin while an arms-length  
26        \$358,800 purchase offer was pending.

27        63.        Nationstar's joinder to SCA MSJ unfairly asks the court to declare that the sale  
28

1 was valid to extinguish all Tobin's property interest despite SCA failing to provide Tobin the  
2 due process owed to her, but that the sale could not extinguish the first deed of trust, as if a  
3 lender had legal protections against loss of property rights without due process that exceeded  
4 the rights of an owner.  
5

6 **D. Title cannot be quieted to Nationstar as its recorded claims to title are false**

7 64. BANA is not making any claim for quiet title as [BANA's default order](#) was entered on  
8 October 16, 2015.

9 65. BANA's April 4, 2012, original [assignment of the deed of trust](#), is void as  
10

11 66. it was executed without authority as the last notice of change of ownership was given to  
12 Gordon Hansen on April 16, 2010 that [ownership transferred to Wells Fargo](#) resulting from a  
13 merger with Wachovia and the April 12, 2012 assignment failed to substitute the trustee as  
14 required.  
15

16 67. The April 12, 2012 instrument was non-compliant with [California notary laws](#) as there is  
17 no notary record that the assignment was executed or witnessed properly,

18 68. The alleged assignment was contradicted by **all** BANA's subsequent actions, including  
19 the [October 30, 2012 notice](#) of standing to foreclose given to the Estate of Gordon Hansen that  
20 Wells Fargo was the noteholder.  
21

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

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

1 per [NRS 107.028\(2\)](#) the beneficiary can't be the trustee to exercise the power of sale.)

2 71. Nevada's 2011 anti-foreclosure fraud law AB 284, prohibited this type of robo-signing  
3 of false affidavits against title.

4 72. AB 284 (2011) also increased penalties for recording false affidavits by amending NRS  
5 205.372 and NRS 205.395.

6 73. NSM 167-168 is the first alleged assignment of the DOT, executed by Youda Crain,  
7 BANA employee, to servicing bank BANA, recorded on April 12, 2012.

8 74. There is [no notary record](#) of the April 4, 2012 assignment as the notary, Teresa D.  
9 Williams, CA notary #1919662, did not turn in her notary journal to San Bernardino County  
10 Clerk when her commission expired on 12/31/14, moved, and left no forwarding address.

11 75. In addition to CA govt code 8206.5 and 8213.5 [violations by the notary](#), BANA could  
12 have been guilty of violating [NRS 205.372](#), had BANA relied on this false affidavit, recorded  
13 without the required substitution of trustee, to falsely claim BANA was the noteholder or had  
14 the authority to foreclose on the deed of trust.

15 76. Nationstar is knowingly relying on BANA's false April 12, 2012 recorded affidavit and  
16 has doubled down with more false affidavits.

17 77. On September 9, 2014, BANA itself apparently attempted to correct the public record,  
18 by recording the [assignment of BANA's interest](#), if any, to Wells Fargo, that left BANA with  
19 zero interest in the DOT, effective August 21, 2014, which was perhaps coincidentally, the day  
20 before the disputed HOA sale foreclosure deed was recorded.

21 78. [NSM 180-181](#) is a false affidavit in which Nationstar, acting without authorization as  
22 BANA's alleged "attorney-in-fact", assigned BANA's interest to Nationstar, effective on  
23 October 23, 2014, recorded on December 1, 2014.

1 79. Nationstar's bogus affidavit has no power to convey the beneficial interest of the DOT  
2 to itself for multiple reasons, including, but not limited to,

- 3 a. BANA did not have any interest to convey as its April 4, 2012 assignment was void  
4 for notarial violations and violations of AB 284 (2011).
- 5 b. The real BANA had recorded on September 9, 2014, that it assigned its interest, if  
6 any, to Wells Fargo effective August 21, 2014;
- 7 c. There was no valid substitution of named trustee John H. Anderson.
- 8 d. Nationstar did not have any power of attorney from BANA in its disclosures.
- 9 e. Nationstar disclosed in [NSM 404-406](#) an **unrecorded** rescission of the October 23,  
10 2014 assignment "as though the assignment had never been issued and recorded".

11  
12 80. [NSM 407-408](#) would probably earn Nationstar a couple of felonies pursuant to NRS  
13 205.395 and NRS 205.372 if Nationstar attempted to rely on this to exercise the power of  
14 sale in a foreclosure. It is my opinion that Nationstar's attorneys are duplicitously  
15 attempting to get Nationstar quiet title by default in these HOA sale proceedings to evade  
16 detection that these are felonious false affidavits.

17  
18 81. [NSM 407-408](#) is an executed, but as yet unrecorded, corporate assignment of Wells  
19 Fargo's beneficial interest in the DOT, if any, to Nationstar, effective February 25, 2019,  
20 executed by Nationstar acting without authorization as Wells Fargo's "attorney-in-fact".  
21

22  
23 Fargo's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in  
24 connection with, and relates solely to that certain Servicing Rights Release and Transfer Agreement  
25 dated as of December 28, 2015, between Wells Fargo and Nationstar, under the terms of which Wells  
26 Fargo transferred servicing for certain mortgage loans (such loans, the "Loans") to Nationstar. Each  
27 of the Loans comprises a promissory note evidencing a right to payment and performance secured

28 82.  
83. The Wells Fargo limited power of attorney disclosed by Nationstar in [NSM 270-272](#) is  
inapplicable and was executed for a different purpose, to wit

1 84. The Wells Fargo limited power of attorney disclosed by Nationstar [NSM 270-272](#) was  
2 “valid only for a period of six months from April 1, 2016 unless cancelled prior to said date”,  
3 and was not in effect and would not legitimize either corporate assignment, fraudulently  
4 executed on October 23, 2014, and February 25, 2019, by Nationstar as Wells Fargo’s “attorney-  
5 in-fact”.

7 85. Nationstar did not disclose the recorded Wells Fargo [SUBSTITUTION OF TRUSTEE](#)  
8 [AND FULL RECONVEYANCE](#), of the second DOT, executed on March 2, 2015 by Lisa Wilm,  
9 Wells Fargo Vice President Loan Documentation.

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

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

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

## 22 **V. Legal Standard**

23 89. See exhibit for the [table of authorities](#) that are applicable to Sun City Anthem and  
24 which were violated and rendered the HOA sale void.

25 90. See exhibit for the relevant [statutes for validity of instruments](#) in NRS Chapter 111  
26 Estates In Property; Conveyancing and Recording and in NRS Chapter 240 Notaries  
27 Public which rendered Jimijack’s deed void.  
28

- 1 91. See exhibit \_\_\_\_\_ for the [2011 legislative digest of AB 284](#) changes to Nevada law that  
2 render BANA's false affidavit and Nationstar's subsequent recorded claims to title void.  
3 92. See exhibit \_\_\_\_ for an [amicus curie](#) from a certified mortgage fraud examiner that  
4 describes the forensic examination required to discern mortgage fraud that occurred in the  
5 aftermath of the collapse of the mortgage-backed securities market.  
6

## 7 **VI. Conclusion**

- 8 93. Tobin deserves that her motion and declaratory relief of regaining title be granted.  
9 a. SCA did not conduct a valid sale.  
10 b. SCA unfairly confiscated Tobin's property without providing due process required.  
11 c. RRFS unlawfully retained the proceeds of the sale, damaged Tobin by refusing to  
12 allow her to make a claim for them, and [disingenuously disclosed a check for](#)  
13 [\\$57,282.32](#) to the district court that in reality RRFS retained.  
14 d. Jimjack does not have a valid claim of ownership and was not a bona fide purchaser  
15 for value.  
16 e. Jimijack unjustly profited from collecting rents that should have gone to Tobin for at  
17 least 3 ½ years.  
18 f. Jimijack unjustly profited by not paying any of the costs of the property during time  
19 of possession and/or holding title, including property taxes, that were paid by  
20 Nationstar.  
21  
22 94. Tobin deserves attorney fees from Nationstar for obstructing the legitimate sale of the  
23 property and fraudulently claiming to own the beneficial interest of the note.  
24 95. Tobin deserves attorney fees from RRFS that misinformed the Board about what owners'  
25 due process rights are so it could unjustly profit and not from SCA.  
26 96. Tobin, as an SCA homeowner, is damaged by SCA Board failing to enforce the  
27 indemnity clause in its undisclosed [April 27, 2012 contract with RRFS](#) in **any** of the  
28

1 litigation or settlements involving RRFS collections and foreclosures which have unfairly  
2 cost SCA homeowners hundreds of thousands of dollars and requests an order to that  
3 effect.

4  
5 Red Rock agrees that if any claims or any proceedings are brought against the Association, whether by a  
6 governmental agency, private person, or otherwise, due to allegations that Red Rock has acted negligently or  
7 acted willfully or violated any law, regulation, order, or ruling, Red Rock shall defend, indemnify, and hold  
8 harmless the Association, its members, managers, agents, officers, and employees against any liabilities, loss,  
9 damage, or expense, including but not limited to payment of all settlements, judgments, damages, liquidated  
10 damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees. Red Rock shall be  
11 responsible for all costs, including payment of all settlements, judgments, damages, liquidated damages,  
12 penalties, forfeitures, court costs, litigation expenses, and attorney's fees which are the result of actual or  
13 alleged conduct of Red Rock.

14  
15 Dated this \_\_\_\_ day of March 2019.

16  
17 \_\_\_\_\_

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



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

**HOA debt collectors wield an unlawful level of power**

1 message

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

Tue, Feb 19, 2019 at 4:39 PM

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

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

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

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

***Like many other cases,***

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

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

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

**How this case is different**

**AA 002222**

**Exhibit0248**  
**MINV0301**



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

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

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

**Who is the HOA fighting for?**

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

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

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

*Here are some examples:*

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

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

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

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

**AA 002223**

**Exhibit0249**  
**MINV0302**

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

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiff,

vs.

BANK OF AMERICA, N.A

Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

TOBIN COUNTER MOTION FOR  
SUMMARY JUDGMENT

NATIONSTAR MORTGAGE LLC

Counter-claimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counter-defendant.

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

\_\_\_\_\_  
NONA TOBIN, an Individual and Trustee of  
the GORDON B. HANSEN TRUST, Dated  
8/22/08,

Counter-claimant,

1 vs.

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

Counter-defendants.

## 10 **I. Introduction**

11 This is a quiet title action resulting from a disputed HOA sale for delinquent assessments  
12 conducted by Sun City Anthem's agents, Red Rock Financial Services, on August 15, 2014.  
13 Three of the parties are seeking to quiet title in their favor:

- 14 • Plaintiff Jimijack - the party in possession
- 15 • Counter-claimant Tobin - the owner at the time of the sale
- 16 • Nationstar - claims to be the noteholder of the Deed of Trust

## 17 **II. Recent motions and oppositions before the court**

18 1. On February 5, 2019, Sun City Anthem filed a [Motion for Summary Judgment](#) against  
19 Tobin claiming that the HOA sale complied with statutory notice requirements and that Tobin  
20 was barred from re-gaining title due to equitable principles of unclean hands and failure to  
21 dispute the charges.

22 2. On February 12, 2019 Nationstar filed a limited [Joinder to the SCA motion](#), claiming the  
23 HOA sale was valid, but that the sale did not extinguish the deed of trust.

24 3. On March 5, 2019 Tobin filed an [opposition to the SCA MSJ](#) claiming that the sale was  
25 not statutorily compliant, and it was unfair, involved deceit and SCA failed to provide due  
26 process defined by, and guaranteed, by the SCA governing documents and NRS 116.

27 4. Tobin also opposed the Nationstar Joinder as

- 28 a. its claim was not based on any actual knowledge or evidence,
- b. presumes wrongly that Nationstar's claim to own the beneficial interest in the DOT

AA 002225

1 is undisputed,

- 2 c. Nationstar's, and its predecessor BANA's, mortgage servicing abuses unreasonably  
3 prevented four arms-length sales to bona fide purchasers and were the proximate  
4 cause of the HOA foreclosure due to assessments not being paid out of escrow as  
5 Tobin had instructed.

6 **III. Counter Motion for Summary Judgment against all parties**

7 **A. Against Sun City Anthem – the sale was invalid and void**

8 5. Tobin moves for summary judgment as there are no disputed material facts nor any  
9 credible or admissible evidence offered to contradict Tobin's claims that:

10 6. SCA did not comply with all applicable statutes or its own governing documents

11 7. SCA did not provide the specific due process mandated by law and delineated in SCA  
12 CC&Rs, bylaws, and policy.

13 8. SCA allowed its agents to unjustly profit at Tobin's expense and to the detriment of the  
14 Association as a whole.

15 9. The conduct of the sale was unfair, oppressive and involved deceit and fraudulent  
16 concealment.

17 **B. Against Jimijack who lacks any admissible evidence of ownership**

18 10. Plaintiff's sole claim to ownership, an [inadmissible quit claim deed](#), recorded June 9,  
19 2015, is fraught with notary violations that rendered it void.

20 11. Plaintiff's claims are contradicted by the [HOA's official ownership records](#).

21 12. Tobin's August 27, 2008 [Grant Sale Bargain Deed](#) and [March 28, 2017 quit claim](#) deeds  
22 have priority over Jimijack's invalid deed.

23 **C. Against Yuen K. Lee/F. Bondurant, LLC that disclaimed interest**

24 13. Yuen K. Lee executed the fraudulent deed alleged conveying title to Jimijack.

25 14. F. Bondurant LLC [title claim](#) that it received its interest from Opportunity Homes LLC,  
26 alleged [purchaser at the August 15, 2014 HOA sale](#), are contradicted by HOA ownership  
27 records.

28 15. Thomas Lucas/Opportunity Homes LLC, recorded a [Disclaimer of Interest](#) on March 8,

AA 002226

1 2013.

2 16. Yuen K. Lee/F. Bondurant LLC filed a [Disclaimer of Interest](#) on March 13, 2013 and are  
3 not seeking to quiet title in its favor.

4 **D. Against Nationstar and BANA**

5 17. BANA's and Nationstar's mortgage servicing abuses were a proximate cause of the  
6 HOA sale that was commercially unreasonable as it was sold for \$63,100 to a non- bona fide  
7 purchaser without notice to Tobin while there was a \$358,800 arms-length offer pending.

8 18. Nationstar's claim to own the beneficial interest to the deed of trust is provably false.

9 **IV. Tobin deserves summary judgment because the HOA sale was invalid,**  
10 **statutorily non-compliant, and unfair**

11 19. SCA does not claim to have provided Tobin any of the due process delineated in NRS  
12 116.31085.

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

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

21 22. SCA disclosure (SCA000635) claims that SCA only issued a "Notice for Hearing and  
22 Sanction for Delinquent Account" with a subject line "Suspension of Membership Privileges for  
23 Delinquent Account".

25 23. SCA does not claim to have issued any other required notices related to the alleged  
26 violation of delinquent assessments required by these provisions.

1 24. SCA presented no evidence or argument that there was an exception to these notice  
2 requirements when the proposed sanctions for the alleged violation of delinquent assessments  
3 were more serious than the suspension of membership privileges.

4  
5 25. [SCA withheld requested records](#) of the compliance actions taken regarding this property  
6 on September 16, 2016 to the present, telling Tobin she had to get a court order.

7 26. The due process requirements articulated in SCA Board policy "[Resolution Establishing](#)  
8 [the Policy and Procedures for Enforcement of the Governing Documents](#) ", adopted on  
9 November 11, 2017, updated in August 2018 for clarity, include:  
10

11 **1. Notice of violation**

- 12 a. Must include notice of what violation allegedly occurred,
- 13 b. what provision of the governing documents was allegedly violated
- 14 c. Identify the provision allegedly violated
- 15 d. Description of the factual basis for the violation
- 16 e. Identify a proposed action to cure the alleged violation
- 17 f. Notice that failure to cure could result in a Notice of Violation Hearing which  
18 could result in the imposition of fines, sanctions and/or enforcement actions

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

- 20 a. What rule was allegedly violated
- 21 b. The alleged facts
- 22 c. What the owner can do to correct the violation
- 23 d. How long the owner has to correct to avoid the Board imposing the next  
24 enforcement step;
- 25 e. How many days the owner gets to correct the alleged violation
- 26 f. If the owner doesn't fix it, the Board must identify
  - 27 a. "any and all fines that may be imposed"
  - 28 b. (sanctions) "shall be commensurate with the severity of the violation"
- g. The date, time, and location of the hearing and that the owner may request to  
reschedule
- h. Covenants Committee, or Board, **shall hold a private hearing** on an alleged  
violation of the governing documents **unless** the person who may be sanctioned  
for the alleged violation requests in writing that an open hearing be conducted by  
the Board of Directors;

**3. Notice of Violation Hearing Procedures:**

- a. Owner gets all the due process required by [NRS 116.31085](#)

- 1 b. Is entitled to attend all portions of the hearing related to the alleged violation,  
2 including, without limitation, the presentation of evidence and the testimony of  
3 witnesses;  
4 c. Is entitled to due process, as set forth in the standards adopted by regulation by  
5 the Commission, which must include, without limitation, the right to counsel, the  
6 right to present witnesses and the right to present information relating to any  
7 conflict of interest of any member of the hearing panel;
- 8 4. **Notice of Sanction (Hearing Determination Letter)**: by certified mail, within 5 days, to  
9 property and owner address of record and must include these notices  
10 a. What was decided at the hearing;  
11 b. what **enforcement actions** will be imposed  
12 c. how much time the owner has appeal and how to do it  
13 d. any enforcement action will be suspended during appeal

14 5. **Notice of Appeal hearing procedures**

15 6. **Appeal Hearing Determination Letter**

16 27. SCA disclosures and pleadings do not claim or show evidence that SCA followed these  
17 steps or provided Tobin any of this due process when confiscating her property for sale. See  
18 exhibit for [emails with Jim Long](#) and [request for compliance records](#)

19 28. SCA Board's abdication to RRFS does not relieve the Board's duty to treat homeowner's  
20 fairly and to provide all the owner protections in the law when imposing sanctions for alleged  
21 violations.

22 29. SCA bylaws 3.20/3.18 (b), adopted pursuant to NRS 116.3106(c), prohibits the  
23 delegation of the Board duties to levy and collect assessments. See [exhibit](#)

24 30. SCA did, in fact, over delegate to the point of abdication, or in SCA attorney Ochoa's  
25 words, "outsourced", the assessment collection function to RRFS, and to such an extent that  
26 SCA retained no control over the funds collected, allowing its agents to be unjustly enriched  
27 through abusive collection practices the Board was led to believe were mandatory by law. See  
28 [emails with Jim Long](#), former SCA Board member at the time of the sale, emails above.

1 31. SCA has not claimed that it complied with any of these notice requirements or due  
2 process provisions when progressively more serious sanctions, up to, and including foreclosure,  
3 were proposed, and imposed, against Tobin for the alleged violation of the delinquent  
4 assessments.

5  
6 32. SCA merely claimed that RRFS told the Board that RRFS had complied with all the legal  
7 requirements, and the Board believed RRFS without hearing from the owner.

8 33. The SCA Board acted according to RRFS's direction and, as instructed, kept all its  
9 actions confidential, i.e., secret, even from the accused and sanctioned homeowner.

10 34. SCA did not claim that it complied with **all** the specific statutes required for a valid  
11 foreclosure, it merely cherry-picked certain notices that were allegedly given and ignored the  
12 identified violations.

13  
14 35. The Ombudsman's official record of SCA's Lien date, Notice of Default, Notice of Sale  
15 and Resolution, reports that the following specific actions or omissions were in violation of the  
16 NRS 116.31162-NRS 116.31164 Notice of Sale process. See exhibit for [Ombudsman](#)  
17 [compliance screen](#)

- 18  
19 a. The 2/12/14 Notice of Sale was cancelled on 5/15/14.  
20 b. The 5/15/14 Trustee sale was cancelled.  
21 c. There was no notice of sale in effect when the 8/15/14 sale took place.  
22 d. SCA did not provide any notice to the Ombudsman that the sale had occurred.  
23 e. SCA did not submit a foreclosure deed within 30 days after the sale (or ever) as  
24 required by NRS 116.31164(3)(b)(2013).  
25

26 36. SCA does not claim that it provided the schedule of fees, proposed repayment plan or the  
27 right to appeal to the Board required by NRS 116.31162 (4), only that an alleged defective  
28



1 [Notice of Intent to Lien](#), dated September 17, 2012 for which no proof of service and no prior  
2 notice of violation were given, should suffice.

3 37. SCA disclosures confirm that RRFS unilaterally rejected a tender from BANA of \$825,  
4 nine months of assessments then delinquent, on or about May 9, 2013.

5 38. RRFS did not credit the Property account with \$825 of paid assessments as required by  
6 [NRS 116A.640\(9\)](#).

7 39. RRFS did not inform the Board or Tobin of its unilateral decision to continue the  
8 unnecessary and unauthorized accumulation of “fines” misnamed as collection fees.

9 40. SCA disclosures revealed that, on May 28, 2014, RRFS unilaterally rejected it when  
10 [Nationstar offered \\$1,100](#), an amount equivalent to one year of assessments.

11 41. SCA disclosures show that RRFS did not inform the SCA Board of an offer in excess of  
12 the super-priority amount as coming from Nationstar.

13 42. RRFS inaccurately characterized it as a request from the owner for a waiver of fees. See  
14 exhibit of [RRFS-generated and unsigned waiver request](#), dated June 9, 2014.

15 43. SCA Board took a “hands-off” approach to RRFS and was not even aware that RRFS  
16 failed to distribute any of the \$63,100 from the August 15, 2014 sale, except for \$2,701.04,  
17 credited to SCA as payment in full, in the manner proscribed by NRS 116.31162(3)(c) (2013).

18 **B. Undisputed facts regarding the inadmissibility of Jimijack’s claim to ownership**

19 44. The 6/8/15 quit claim deed, recorded on June 9, 2015, is the only recorded claim that  
20 Jimijack has of ownership.

21 45. The quit claim deed, executed by Yuen K. Lee, is void for notary violations as the  
22 notary, CluAynne M. Corwin, claimed Thomas Lucas stood before her.

23 46. There is no entry in the Corwin notary journal that she witnessed Yuen K. Lee’s signature

1 or there was ever a compliant notarial act necessary for the valid conveyance of the property to  
2 Jimijack on June 8, 2015.

3 47. The [Resident Transaction Report](#), Sun City Anthem official record of ownership and  
4 payment of assessments and fees for each property, shows that Jimijack took possession of the  
5 property on September 25, 2014, and paid a new owner set up fee.

6 48. The Resident Transaction Report, shows there have only been two owners of the  
7 Property, Gordon Hansen and Jimijack.

8 49. There is no HOA record that Thomas Lucas or Opportunity Homes, LLC, the  
9 alleged purchaser at the disputed August 15, 2014, HOA foreclosure sale, was ever an owner of  
10 the property. See exhibit for [August 22, 2014 foreclosure deed](#).

11 50. Thomas Lucas filed and recorded a [Disclaimer of Interest](#) in the property.

12 51. The [Resident Transaction Report](#) has no entry that the shows the property was  
13 foreclosed on or sold by Sun City Anthem on August 15, 2014.

14 52. There is no HOA record that Yuen K. Lee or F. Bondurant LLC ever owned the  
15 property or paid any fees required when title changes. See [Resident Transaction Report](#)

16 53. On March 13, 2017, a Yuen K. Lee and F. Bondurant LLC recorded a [Disclaimer](#)  
17 [of Interest](#).

18 **C. Tobin is the only party seeking to quiet title that has a valid deed.**

19 54. Nona [Tobin's March 28, 2017 deed](#) has priority over Jimijack's inadmissible June 9,  
20 2015 deed, and all other parties with deeds have disclaimed interest.

21 55. On August 27, 2008, title to the property was transferred into the Gordon B. Hansen  
22 Trust by the [Grant, Sale Bargain Deed](#).

23 56. On March 28, 2017. Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded a

1        [Disclaimer of Interest](#) of Steve Hansen, leaving her the sole beneficiary of the Gordon B.  
2        Hansen Trust.

3        57. On March 28, 2017 Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded [a quit](#)  
4        [claim deed](#) transferring the interest of the Gordon B. Hansen Trust, dated August 22,  
5        2008, to Nona Tobin, an individual.

7        **D. Title cannot be quieted to Nationstar as it obstructed legitimate sales**

8        58.        Nationstar's, and its predecessor BANA's, mortgage servicing abuses including,  
9        but not limited to, taking possession without foreclosure, refusing to take title when a deed in  
10       lieu was offered without giving Tobin written documentation of the disqualifying cloud to title  
11       BANA identified, refusing to disclose the identity of the beneficiary when Tobin requested it,  
12       and causing fraudulently executed and notarized claim against title to be recorded.

14       59.        Nationstar's, and its predecessor BANA's, mortgage servicing abuses blocked  
15       Tobin's ability to avoid a foreclosure by the HOA.

17       60.        BANA and Nationstar were the proximate cause of the total amount of all  
18       assessments, late fees, interest and collection costs demanded by RRFS being paid out of  
19       escrow by unreasonably refusing to approve legitimate arms-length sales at fair market value.

20       61.        Nationstar, and its predecessor BANA, resulted in unreasonable rejections of  
21       multiple purchase offers from bona fide purchasers in arms-length transactions between August  
22       8, 2012 and August 4, 2014 ranging from \$310,000 to \$395,000.

24       62.        Nationstar allowed the property to be sold for the commercially unreasonable  
25       price of \$63,100 to a non-bona fide purchaser without notice to Tobin while an arms-length  
26       \$358,800 purchase offer was pending.

27       63.        Nationstar's joinder to SCA MSJ unfairly asks the court to declare that the sale  
28

1 was valid to extinguish all Tobin's property interest despite SCA failing to provide Tobin the  
2 due process owed to her, but that the sale could not extinguish the first deed of trust, as if a  
3 lender had legal protections against loss of property rights without due process that exceeded  
4 the rights of an owner.  
5

6 **D. Title cannot be quieted to Nationstar as its recorded claims to title are false**

7 64. BANA is not making any claim for quiet title as [BANA's default order](#) was entered on  
8 October 16, 2015.

9 65. BANA's April 4, 2012, original [assignment of the deed of trust](#), is void as  
10

11 66. it was executed without authority as the last notice of change of ownership was given to  
12 Gordon Hansen on April 16, 2010 that [ownership transferred to Wells Fargo](#) resulting from a  
13 merger with Wachovia and the April 12, 2012 assignment failed to substitute the trustee as  
14 required.  
15

16 67. The April 12, 2012 instrument was non-compliant with [California notary laws](#) as there is  
17 no notary record that the assignment was executed or witnessed properly,

18 68. The alleged assignment was contradicted by **all** BANA's subsequent actions, including  
19 the [October 30, 2012 notice](#) of standing to foreclose given to the Estate of Gordon Hansen that  
20 Wells Fargo was the noteholder.  
21

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

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

1 per [NRS 107.028\(2\)](#) the beneficiary can't be the trustee to exercise the power of sale.)

2 71. Nevada's 2011 anti-foreclosure fraud law AB 284, prohibited this type of robo-signing  
3 of false affidavits against title.

4 72. AB 284 (2011) also increased penalties for recording false affidavits by amending NRS  
5 205.372 and NRS 205.395.

6 73. NSM 167-168 is the first alleged assignment of the DOT, executed by Youda Crain,  
7 BANA employee, to servicing bank BANA, recorded on April 12, 2012.

8 74. There is [no notary record](#) of the April 4, 2012 assignment as the notary, Teresa D.  
9 Williams, CA notary #1919662, did not turn in her notary journal to San Bernardino County  
10 Clerk when her commission expired on 12/31/14, moved, and left no forwarding address.

11 75. In addition to CA govt code 8206.5 and 8213.5 [violations by the notary](#), BANA could  
12 have been guilty of violating [NRS 205.372](#), had BANA relied on this false affidavit, recorded  
13 without the required substitution of trustee, to falsely claim BANA was the noteholder or had  
14 the authority to foreclose on the deed of trust.

15 76. Nationstar is knowingly relying on BANA's false April 12, 2012 recorded affidavit and  
16 has doubled down with more false affidavits.

17 77. On September 9, 2014, BANA itself apparently attempted to correct the public record,  
18 by recording the [assignment of BANA's interest](#), if any, to Wells Fargo, that left BANA with  
19 zero interest in the DOT, effective August 21, 2014, which was perhaps coincidentally, the day  
20 before the disputed HOA sale foreclosure deed was recorded.

21 78. [NSM 180-181](#) is a false affidavit in which Nationstar, acting without authorization as  
22 BANA's alleged "attorney-in-fact", assigned BANA's interest to Nationstar, effective on  
23 October 23, 2014, recorded on December 1, 2014.

1 79. Nationstar's bogus affidavit has no power to convey the beneficial interest of the DOT  
2 to itself for multiple reasons, including, but not limited to,

- 3 a. BANA did not have any interest to convey as its April 4, 2012 assignment was void  
4 for notarial violations and violations of AB 284 (2011).
- 5 b. The real BANA had recorded on September 9, 2014, that it assigned its interest, if  
6 any, to Wells Fargo effective August 21, 2014;
- 7 c. There was no valid substitution of named trustee John H. Anderson.
- 8 d. Nationstar did not have any power of attorney from BANA in its disclosures.
- 9 e. Nationstar disclosed in [NSM 404-406](#) an **unrecorded** rescission of the October 23,  
10 2014 assignment "as though the assignment had never been issued and recorded".

11  
12 80. [NSM 407-408](#) would probably earn Nationstar a couple of felonies pursuant to NRS  
13 205.395 and NRS 205.372 if Nationstar attempted to rely on this to exercise the power of  
14 sale in a foreclosure. It is my opinion that Nationstar's attorneys are duplicitously  
15 attempting to get Nationstar quiet title by default in these HOA sale proceedings to evade  
16 detection that these are felonious false affidavits.

17  
18 81. [NSM 407-408](#) is an executed, but as yet unrecorded, corporate assignment of Wells  
19 Fargo's beneficial interest in the DOT, if any, to Nationstar, effective February 25, 2019,  
20 executed by Nationstar acting without authorization as Wells Fargo's "attorney-in-fact".  
21

22  
23 82. Fargo's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in  
connection with, and relates solely to that certain Servicing Rights Release and Transfer Agreement  
dated as of December 28, 2015, between Wells Fargo and Nationstar, under the terms of which Wells  
Fargo transferred servicing for certain mortgage loans (such loans, the "Loans") to Nationstar. Each  
of the Loans comprises a promissory note evidencing a right to payment and performance secured

24  
25  
26 83. The Wells Fargo limited power of attorney disclosed by Nationstar in [NSM 270-272](#) is  
27 inapplicable and was executed for a different purpose, to wit  
28

1 84. The Wells Fargo limited power of attorney disclosed by Nationstar [NSM 270-272](#) was  
2 “valid only for a period of six months from April 1, 2016 unless cancelled prior to said date”,  
3 and was not in effect and would not legitimize either corporate assignment, fraudulently  
4 executed on October 23, 2014, and February 25, 2019, by Nationstar as Wells Fargo’s “attorney-  
5 in-fact”.

7 85. Nationstar did not disclose the recorded Wells Fargo [SUBSTITUTION OF TRUSTEE](#)  
8 [AND FULL RECONVEYANCE](#), of the second DOT, executed on March 2, 2015 by Lisa Wilm,  
9 Wells Fargo Vice President Loan Documentation.

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

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

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

## 23 **V. Legal Standard**

24 89. See exhibit for the [table of authorities](#) that are applicable to Sun City Anthem and  
25 which were violated and rendered the HOA sale void.

26 90. See exhibit for the relevant [statutes for validity of instruments](#) in NRS Chapter 111  
27 Estates In Property; Conveyancing and Recording and in NRS Chapter 240 Notaries  
28 Public which rendered Jimijack’s deed void.

- 1 91. See exhibit \_\_\_\_\_ for the [2011 legislative digest of AB 284](#) changes to Nevada law that  
2 render BANA's false affidavit and Nationstar's subsequent recorded claims to title void.  
3 92. See exhibit \_\_\_\_ for an [amicus curie](#) from a certified mortgage fraud examiner that  
4 describes the forensic examination required to discern mortgage fraud that occurred in the  
5 aftermath of the collapse of the mortgage-backed securities market.  
6

## 7 **VI. Conclusion**

- 8 93. Tobin deserves that her motion and declaratory relief of regaining title be granted.  
9 a. SCA did not conduct a valid sale.  
10 b. SCA unfairly confiscated Tobin's property without providing due process required.  
11 c. RRFS unlawfully retained the proceeds of the sale, damaged Tobin by refusing to  
12 allow her to make a claim for them, and [disingenuously disclosed a check for](#)  
13 [\\$57,282.32](#) to the district court that in reality RRFS retained.  
14 d. Jimjack does not have a valid claim of ownership and was not a bona fide purchaser  
15 for value.  
16 e. Jimjack unjustly profited from collecting rents that should have gone to Tobin for at  
17 least 3 ½ years.  
18 f. Jimjack unjustly profited by not paying any of the costs of the property during time  
19 of possession and/or holding title, including property taxes, that were paid by  
20 Nationstar.  
21  
22 94. Tobin deserves attorney fees from Nationstar for obstructing the legitimate sale of the  
23 property and fraudulently claiming to own the beneficial interest of the note.  
24 95. Tobin deserves attorney fees from RRFS that misinformed the Board about what owners'  
25 due process rights are so it could unjustly profit and not from SCA.  
26 96. Tobin, as an SCA homeowner, is damaged by SCA Board failing to enforce the  
27 indemnity clause in its undisclosed [April 27, 2012 contract with RRFS](#) in **any** of the  
28



1 litigation or settlements involving RRFS collections and foreclosures which have unfairly  
2 cost SCA homeowners hundreds of thousands of dollars and requests an order to that  
3 effect.

4 Red Rock agrees that if any claims or any proceedings are brought against the Association, whether by a  
5 governmental agency, private person, or otherwise, due to allegations that Red Rock has acted negligently or  
6 acted willfully or violated any law, regulation, order, or ruling, Red Rock shall defend, indemnify, and hold  
7 harmless the Association, its members, managers, agents, officers, and employees against any liabilities, loss,  
8 damage, or expense, including but not limited to payment of all settlements, judgments, damages, liquidated  
9 damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees. Red Rock shall be  
10 responsible for all costs, including payment of all settlements, judgments, damages, liquidated damages,  
11 penalties, forfeitures, court costs, litigation expenses, and attorney's fees which are the result of actual or  
12 alleged conduct of Red Rock.

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Dated this \_\_\_\_ day of March 2019.

\_\_\_\_\_

# EXHIBIT 1

# EXHIBIT 1

AA 002240

Exhbit0266  
MINV0319

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

Building: 0002 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

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

AA 002241

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

Building: 0002 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

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

AA 002242

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

Building: 0002 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address	Bill Address							
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:	CL			Effective Date: 09/30/2014			
	Charge	12/31/2013	LF		Late Fees		25.00	1,793.81
	Credit	12/31/2013	LF		Reverse LF		-25.00	1,768.81
	Charge	01/01/2014	SQA		Sun City Anthem QT Assm		275.00	2,043.81
	Charge	01/30/2014	LF		Late Fees		25.00	2,068.81
	Charge	03/30/2014	INT		Interest		07.15	2,075.96
	Charge	04/01/2014	SQA		Sun City Anthem QT Assm		275.00	2,350.96
	Charge	04/30/2014	LF		Late Fees		25.00	2,375.96
	Charge	05/30/2014	INT		Interest		08.36	2,384.32
	Charge	06/30/2014	INT		Interest		08.36	2,392.68
	Charge	07/01/2014	SQA		Sun City Anthem QT Assm		275.00	2,667.68
	Charge	07/30/2014	LF		Late Fees		25.00	2,692.68
	Charge	08/27/2014	INT		RRFS INT 7/14		08.36	2,701.04
	Pay	08/27/2014			Collection Payment PIF	082114	-2,701.04	00.00
	Charge	08/29/2014	FINE		Landscape Maint.		25.00	25.00
	Charge	08/30/2014	INT		Interest		09.57	34.57
	Credit	08/30/2014	INT		REV 08/14 INT		-09.57	25.00
	Charge	09/05/2014	FINE		Landscape Maint		25.00	50.00
	Charge	09/12/2014	FINE		Landscape Maint		25.00	75.00
	Charge	09/23/2014	FINE		Landscape Maint. 9.19.1		25.00	100.00
	Credit	09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI		-25.00	75.00
	Credit	09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI		-25.00	50.00
	Credit	09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI		-25.00	25.00
	Credit	09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI		-25.00	00.00
							Res Balance	00.00

AA 002243

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

Building: 0002 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

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

AA 002244



Sun City Anthem Community Association, Inc.

2450 Hampton Rd.

Henderson, NV 89052

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

Property Address: 2763 White Sage Dr

Account #: 16962

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

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

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

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

5/9/2016

AA 002245<sup>1</sup>

TOBANK000274

MINV0324

# EXHIBIT 2

# EXHIBIT 2

AA 002246

Exhbit0272  
MINV0325



47

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

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

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## QUITCLAIM DEED

On March 27, 2017 THE GRANTOR(S),

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

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

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

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

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

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

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

AA 002247

TOBIN000279  
MINV0326

or any part thereof.

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

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

**(SIGNATURE PAGE FOLLOWS)**

AA 002248

TOBIN0000280  
MINV0327

**Grantor Signatures:**

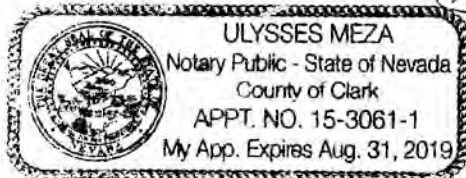
DATED: 3/27/17

Nona Tobin, Trustee

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

STATE OF NEVADA, COUNTY OF CLARK, ss:

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



[Signature]  
Notary Public Ulysses Meza  
Notary Public  
Title (and Rank)

My commission expires 08-31-2019

AA 002249

TOBNN000285  
MINV0328

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

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

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ \_\_\_\_\_

b. Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )

c. Transfer Tax Value: \$ \_\_\_\_\_

d. Real Property Transfer Tax Due \$ — 0 —

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 7

b. Explain Reason for Exemption: out of trust, close trust  
without consideration

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

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

Signature Nona J. L. Capacity: Trustee

Signature Nona J. L. Capacity: \_\_\_\_\_

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

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

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

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

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

AA 002250

TOBNN000280

MINV0329


# EXHIBIT 3

# EXHIBIT 3

AA 002251

Exhbit0277  
MINV0330

ORIGINAL



CLERK OF THE COURT

DISI  
JOSEPH Y. HONG, ESQ.  
Nevada Bar No. 5995  
HONG & HONG, A PROFESSIONAL LAW CORPORATION  
10781 W. Twain Ave.  
Las Vegas, Nevada 89135  
Tel: (702) 870-1777  
Fax: (702) 870-0500  
Email: [Yosuphonglaw@gmail.com](mailto:Yosuphonglaw@gmail.com)

Attorney for Plaintiff/Counterdefendant

DISTRICT COURT  
CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F.  
STOKES, as trustees of the JIMIJACK  
IRREVOCABLE TRUST,

Plaintiff,

vs.  
BANK OF AMERICA, N.A.,  
et al.,

Defendants.


And related Claims.

CASE NO. A720032  
DEPT. NO. XXXI

DISCLAIMER OF INTEREST

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

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

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

AA 002252

TOBNN000288  
MINV0331

**CERTIFICATE OF ELECTRONIC SERVICE**

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

**Leach Johnson Song & Gruchow**

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

**Leach Johnson Song Gruchow**

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

**Leach Johnson Song Gruchow**

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

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

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

**Pro Se**

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

**The Medrala Law Firm, PLLC**

**Contact**

**Email**

Jakub P Medrala

[jmedrala@medralaw.com](mailto:jmedrala@medralaw.com)

Office

[admin@medralaw.com](mailto:admin@medralaw.com)

Shuchi Patel

[spatel@medralaw.com](mailto:spatel@medralaw.com)

**Wright, Finlay & Zak, LLP**

**Contact**

**Email**

Jason Craig

[jcraig@wrightlegal.net](mailto:jcraig@wrightlegal.net)

Michael Kelley

[mkelley@wrightlegal.net](mailto:mkelley@wrightlegal.net)

NVEfile

[nvefile@wrightlegal.net](mailto:nvefile@wrightlegal.net)

By 

An employee of Joseph Y. Hong, Esq.

AA 002254

3

TOBNN000286

MINV0333



1 **IAFD**

2 **JOSEPH Y. HONG, ESQ.**

3 State Bar No. 005995

4 **HONG & HONG**

5 A Professional Law Corporation

6 10781 West Twain Avenue

7 Las Vegas, Nevada 89135

8 Telephone: (702) 870-1777

9 Facsimile No.: (702) 870-0500

10 Email Address: yosuphonglaw@gmail.com

11 Attorney for Counter Defendant and Cross Defendant

12 *F. BONDURANT, LLC and YUEN K. LEE*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 JOEL A. STOKES and SANDRA F. STOKES, as )  
16 trustees of the JIMIJACK IRREVOCABLE )  
17 TRUST, )

18 Plaintiff, )

19 vs. )

20 BANK OF AMERICA, N.A., et al., )

21 Defendants. )

CASE NO. : A720032

DEPT. NO. : XXXI

**INITIAL APPEARANCE  
FEE DISCLOSURE**

22 And related Claims.

23 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted  
24 for the parties appearing in the above-entitled action as indicated below:

25 ///

26 ///

27 ///

28 ///

AA 002255

1 F. BONDURANT, LLC, Counter Defendant \$223.00

2 YUEN K. LEE, Cross Defendant \$ 30.00

3 **TOTAL REMITTED: \$253.00**

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

5 HONG & HONG  
6 A Professional Law Corporation

7 

8 **JOSEPH Y. HONG, ESQ.**  
9 State Bar No. 005995  
10 10781 West Twain Avenue  
11 Las Vegas, Nevada 89135  
12 Attorney for Counter Defendant and  
13 Cross Defendant  
14 *F. BONDURANT, LLC and YUEN K. LEE*

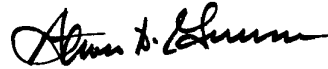
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AA 002256

# EXHIBIT 4

# EXHIBIT 4

AA 002257

Exhbit0283  
MINV0336



CLERK OF THE COURT

**DISI**

**JAKUB P. MEDRALA, ESQ.**

Nevada Bar No. 12822

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

1091 S. Cimarron Road, Suite A-1

Las Vegas, Nevada 89145

(702) 475-8884

(702) 938-8625 Facsimile

jmedrala@medralaw.com

*Attorney for Thomas Lucas and*

*Opportunity Homes, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

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

Counterdefendants,

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

Crossclaimant,

vs.

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

Crossdefendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

**DISCLAIMER OF INTEREST**

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

5 DATED this 8th day of March, 2017.

6 Respectfully Submitted by:  
7 **The Medrala Law FIRM, Prof. LLC**  
8 /s/ Jakub P. Medrala

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

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

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

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

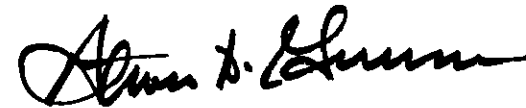
/s/ Jakub P. Medrala  
By: \_\_\_\_\_  
An employee of  
The Medrala Law Firm, PLLC

# EXHIBIT 5

# EXHIBIT 5

AA 002261

Exhbit0287  
MINV0340



CLERK OF THE COURT

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counter-Claimant,

Vs.

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

Counter-Defendants

NONA TOBIN, an individual, Trustee of the

Case No.: A-15-720032-C

Dept. No.: XXXI

**DISCLAIMER OF INTEREST**



1 GORDON B. HANSEN TRUST, dated  
2 8/22/08

3 Cross-Claimant,

4 vs.

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

8 Cross-Defendants.

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

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

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



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

24 //

//

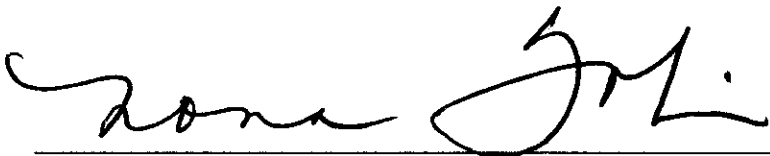
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**CERTIFICATE OF SERVICE**

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

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

**EXHIBIT 1**

**EXHIBIT 1**

State of California

County of Kern

Declaration of Steve Hansen

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

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

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

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

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



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

# EXHIBIT 6

# EXHIBIT 6

AA 002267

Exhbit0293  
MINV0346

**APN:** 191-13-811-052

Recording requested by and mail  
documents and tax statements to:

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

**Address:** 5 Summit Walk Trail

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

(3)

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

---

### 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.

AA 002268

TOB#0000294

MINV0347

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

)  
) ss  
)

County of Clark

On this 8<sup>th</sup> 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*

AA 002269

TOBHH000209

MINV0348



**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 [Signature] Capacity: Manager

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

**SELLER (GRANTOR) INFORMATION**

**(REQUIRED)**

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

**BUYER (GRANTEE) INFORMATION**

**(REQUIRED)**

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

**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

AA 002270

TOB#000296

MINV0349



# EXHIBIT 7

# EXHIBIT 7

AA 002271

Exhbit0297  
MINV0350

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

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

(3)

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

---

### QUITCLAIM DEED

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

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

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

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

AA 002272

TOBHH000298  
MINV0351

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

Signed, sealed and delivered in presence of:

Thomas Lucas  
Grantor

Thomas Lucas, Manager  
Opportunity Homes LLC

State of Nevada

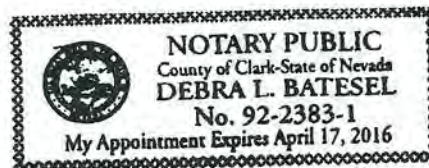
County of Clark

)  
) ss  
)

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

WITNESS my hand and official seal.

Signature: Debra L. Batesel



AA 002273

TOBXXXX0299

MINV0352



STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

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

2. Type of Property

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

FOR RECORDERS OPTIONAL USE

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

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

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: [Signature]

Capacity: Grantor

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

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

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Opportunity Homes, LLC

Print Name: F. Bondurant, LLC

Address: 2657 Windmill Pkwy.

Address: 10781 W. Twain

City: Henderson

City: Las Vegas

State: NV Zip: 89074

State: NV Zip: 89135

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

Print Name: Robert Goy Smith

File Number: \_\_\_\_\_

Address: 446 Beautiful

City: Las Vegas

State: Nevada Zip: 89138

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

AA 002274

TOBXXXX0206

MINV0353

# EXHIBIT 8

# EXHIBIT 8

AA 002275

Exhbit0301  
MINV0354

③-1

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

APN # 191-13-811-052

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

## FORECLOSURE DEED

The undersigned declares:

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

### AGENT STATES THAT:

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

AA 002276

TOBNN000202  
MINV0355

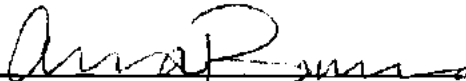
Dated: August 18, 2014

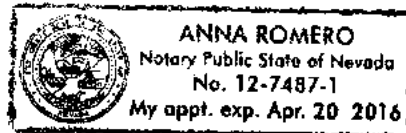
  
By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem  
Community Association

STATE OF NEVADA                     )  
COUNTY OF CLARK                 )

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

WITNESS my hand and official seal.





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

AA 002277

TOBNN000208

MINV0356

# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number (s)

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

## 2. Type of Property:

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

### FOR RECORDERS OPTIONAL USE ONLY

Notes: 4

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

Deed in Lieu of Foreclosure Only (value of property) \$ 63,100.<sup>00</sup>  
Transfer Tax Value: \$ 353,529.<sup>00</sup>  
Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 <sup>71</sup>

## 4. If Exemption Claimed:

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

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

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

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

Signature *Chelly* Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION

(REQUIRED)

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

## BUYER (GRANTEE) INFORMATION

(REQUIRED)

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

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

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

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

AA 002278

TOBNN000200

MINV0357



# EXHIBIT 9

# EXHIBIT 9

AA 002279

Exhbit0305  
MINV0358

(4) -1

20080827-0003627

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

APN: 191-13-811-052

## GRANT, BARGAIN, SALE DEED

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

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

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

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

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

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

AA 002280

TOB#000206  
MINV0359

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

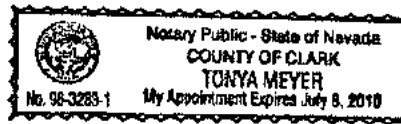
Gordon B. Hansen  
GORDON B. HANSEN

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

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

WITNESS my hand and official seal.

Tonya Meyer  
Notary Public



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

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

AA 002281

TOBHH000207  
MINV0360

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

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

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

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

AA 002282

TOBHH000208  
MINV0361

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number

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

2. Type of Property:

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

FOR RECORDER OPTIONAL USE ONLY

Document/Instrument #: \_\_\_\_\_

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: Cent of June

3. Total Value/Sales Price of Property

\$ \_\_\_\_\_

Deed in Lieu of Foreclosure Only (value of property) (\_\_\_\_\_)

Transfer Tax Value: \$ \_\_\_\_\_

Real Property Transfer Tax Due \$ 0

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 7

b. Explain Reason for Exemption: Transfer without consideration to or from a Trust

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

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

Signature Gordon B. Hansen

Capacity Grantor

Signature \_\_\_\_\_

Capacity \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

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

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

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

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

Print Name: Mr. Gordon B. Hansen  
Address: 2664 Olivia Heights Ave.  
City: Henderson      State: NV

Escrow #: \_\_\_\_\_  
Zip: 89052

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

3627

AA 002283

TOBHH000209

MINV0362

# EXHIBIT 10

# EXHIBIT 10

AA 002284

Exhbit0310  
MINV0363

STATE OF NEVADA

COUNTY OF CLARK

### DECLARATION OF NONA TOBIN

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

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

AA 002285

1

Exhibit0311

TOBIN001378100664

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

AA 002286

2

Exhibit0312

TOBIN001379J0365





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

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

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

AA 002288

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

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

AA 002289

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

AA 002290

6

Exhbit0316

TOBIN001383W0366

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

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



---

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

AA 002291

7

Exhbit0317

TOBIN001384N0326

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

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

**AA 002292**

8

Exhbit0318

TOBIN001385W037d

## RELEVANT SECTIONS OF THE NRS 240 RE NOTARY PUBLICS

(emphasis added)

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

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

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

- (a) The fees charged, if any;
- (b) The title of the document;
- (c) The date on which the notary public performed the act;
- (d) Except as otherwise provided in subsection 3, the name and signature of the person whose signature is being notarized;
- (e) Subject to the provisions of subsection 4, **a description of the evidence used by the notary public to verify the identification of the person whose signature is being notarized;**
- (f) An **indication of whether the notary public administered an oath**; and
- (g) The **type of certificate used to evidence the notarial act**, as required pursuant to [NRS 240.1655](#).

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

- (a) For the same person and at the same time; and
- (b) On one document or on similar documents.

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

- (a) The notary public has performed a notarial act for the person within the previous 6 months;
- (b) The notary public has personal knowledge of the identity of the person; and
- (c) The person is an employer or coworker of the notary public and the notarial act relates to a transaction performed in the ordinary course of the person's business.

4. **If, pursuant to subsection 3, a notary public does not require a person to sign the journal, the notary public shall enter "known personally" as the description required to be entered into the journal** pursuant to paragraph (e) of subsection 1.

5. If the notary verifies the identification of the person whose signature is being notarized on the basis of a credible witness, the notary public shall:

- (a) Require the witness to sign the journal in the space provided for the description of the evidence used; and
- (b) Make a notation in the journal that the witness is a credible witness.

6. **The journal must:**

- (a) Be open to public inspection.**
- (b) Be in a bound volume with preprinted page numbers.**

AA 002293

9

Exhibit 0319

TOBIN001385W0372

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AA 002294



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

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

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

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

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

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

(a) Is known to the notary public; or

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

2. A person who:

(a) Violates the provisions of subsection 1; or

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

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

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

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

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

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

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

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

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

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

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

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

AA 002295

11

Exhibit0321

TOBIN001388W0324

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

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

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

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

1. Every person who:

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

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

(c) Causes a document described in paragraph (a) or (b) to be recorded in the office of the county recorder in which the real property is located and who knows or has reason to know that the document is forged or groundless, contains a material misstatement or false claim or is otherwise invalid,

□ has made a false representation concerning title.

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

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

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

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

6. As used in this section:

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

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

AA 002296

12

Exhibit0322

TOBIN001389W0325

- [1911 C&P § 441; RL § 6706; NCL § 10394] — (NRS A [2011, 338, 1748](#); [2015, 1358](#))

## STATUTE OF FRAUDS REGARDING CONVEYANCE OF REAL PROPERTY

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

***NRS 111.125 Proof required from subscribing witnesses.** No certificate of proof shall be granted unless subscribing witnesses shall prove: 1. That the person whose name is subscribed thereto as a party is the person described in, and who executed the same. 2. That such person executed the conveyance. 3. That such witness subscribed his name thereto as a witness thereof. [12:9:1861; B 240; BH 2581; C 2651; RL 1029; NCL 1487]*

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

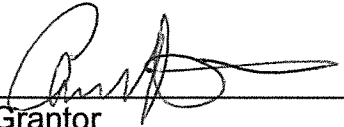
**NRS 111.315 Recording of conveyances and instruments: Notice to third persons.** Every conveyance of real property, and every instrument of writing setting forth an agreement to convey any real property, or whereby any real property may be affected, proved, acknowledged and certified in the manner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

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



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

Signed, sealed and delivered in presence of:

  
\_\_\_\_\_  
Grantor

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

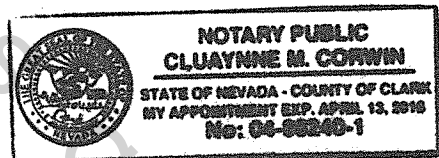
State of Nevada

County of Clark

) ss  
)

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

WITNESS my hand and official seal.



Signature: CluAynne M. Corwin

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

AA 002300

Exhibit0326  
TOBIN001303000000

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 124-29-314-081  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

2. Type of Property:

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

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

3.a. Total Value/Sales Price of Property

\$ 1,166,977.00

b. Deed in Lieu of Foreclosure Only (value of property) (0)

c. Transfer Tax Value: \$ 116,977.00

d. Real Property Transfer Tax Due \$ 851.70

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_

b. Explain Reason for Exemption: \_\_\_\_\_

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

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

Signature AUDREY PORTER Capacity: Agent

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

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: Absolute Business Solutions, Inc.  
Address: 1202 Alfred Avenue #B, Building F  
City: Yeadon  
State: PA Zip: 19050

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Joel A. Stokes & Sandra E. Stokes, as  
Address: 5 Summit Walk Trail Trustees of  
City: Henderson the Jimi Jack  
State: NV Zip: 89052 Irrevocable  
Trust

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

Print Name: Linear Title & Closing, LTD.  
Address: 10785 W. Twain Ave., Ste. 110  
City: Las Vegas

Escrow # NVL-452256-P  
State: NV Zip: 89135

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

AA 002301

Exhibit0327

TOBIN0013040000

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

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

(3)

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

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### QUITCLAIM DEED

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

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

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

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

AA 002302

Exhibit0328  
TOBIN001305W0001



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

Signed, sealed and delivered in presence of:

Thomas Lucas  
Grantor

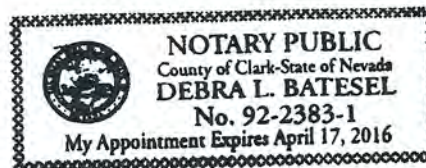
Thomas Lucas, Manager  
Opportunity Homes LLC

State of Nevada                    )  
County of Clark                 ) ss

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

WITNESS my hand and official seal.

Signature: Debra L. Batesel



AA 002303

Exhibit0329  
TOBIN0013060002

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

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

2. Type of Property

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

FOR RECORDERS OPTIONAL USE

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

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

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: [Signature]

Capacity: Grantor

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

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

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Opportunity Homes, LLC

Print Name: F. Bondurant, LLC

Address: 2657 Windmill Pkwy.

Address: 10781 W. Twain

City: Henderson

City: Las Vegas

State: NV Zip: 89074

State: NV Zip: 89135

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

Print Name: Robert G. Smith

File Number: \_\_\_\_\_

Address: 446 Beautiful

City: Las Vegas

State: Nevada Zip: 89138

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

AA 002304

Exhibit0330

TOBIN001307NW0000



**APN:** 191-13-811-052

Recording requested by and mail  
documents and tax statements to:

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

**Address:** 5 Summit Walk Trail

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

(3)

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

---

### QUITCLAIM DEED

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

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

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

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

AA 002305

Exhibit0331

TOBIN001308W0004

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*

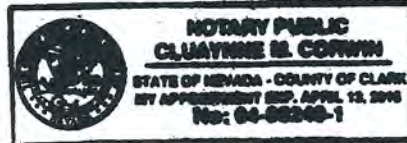
State of Nevada

)  
) ss  
)

County of Clark

On this 8<sup>th</sup> 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*

AA 002306

Exhibit0332

TOBIN001309W0005



**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 [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

AA 002307

Exhibit0333

TOBIN001400000000

# MORTENSON & RAFIE

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

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

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

January 5, 2017

Nona Tobin  
2664 Oliva Heights Avenue  
Henderson, Nevada 89052

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

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

Dear Ms. Tobin:

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

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

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

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

AA 002308

Exhibit0334  
TOBIN001401NV0307

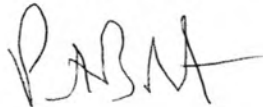
Fourth, the language contained in your January 5, 2017, correspondence wherein you state "your lack of compliance with the Nevada notary law will not be tolerated", can only be interpreted as a threat. Should any future written or verbal communications contain any such manner of a threat the appropriate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

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

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

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

Sincerely,  
**MORTENSON & RAFIE, LLP**

A handwritten signature in black ink, appearing to read "PBM", with a stylized flourish extending from the end.

Peter B. Mortenson, Esq.

PBM  
Enclosure  
Cc: Joseph Hong, Esq.

**AA 002309**



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

---

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

1 message

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

Mon, Jan 9, 2017 at 11:54 AM

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

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

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

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

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

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

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

---

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

AA 002310

Exhibit0336

TOBIN001405Mdeee



# EXHIBIT 11

# EXHIBIT 11

**AA 002311**

Exhbit0337  
MINV0390

# EXHIBIT 12

# EXHIBIT 12

AA 002312

Exhbit0338  
MINV0391

# EXHIBIT 13

# EXHIBIT 13

AA 002313

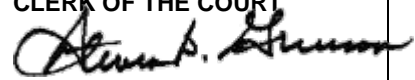
Exhbit0339  
MINV0392

# EXHIBIT 14

# EXHIBIT 14

AA 002314

Exhbit0340  
MINV0393



**NITD**  
MELANIE D. MORGAN, ESQ.  
Nevada Bar No. 8215  
THERA A. COOPER, ESQ.  
Nevada Bar No. 13468  
AKERMAN LLP  
1635 Village Center Circle, Suite 200  
Las Vegas, Nevada 89134  
Telephone: (702) 634-5000  
Facsimile: (702) 380-8572  
Email: melanie.morgan@akerman.com  
Email: theracooper@akerman.com

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

BANK OF AMERICA, N.A.,

Defendant,

NATIONSTAR MORTGAGE LLC

Counter-Claimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counter-Defendant,

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept No. XXXI

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

**AA 002315**

Exhibit0341  
MINV0394

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

4 Counter-Claimant,

5 vs.

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

Counter-Defendants.

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

15 DATED March 18, 2019

16 **AKERMAN LLP**

17 */s/Melanie D. Morgan*

18 MELANIE D. MORGAN, ESQ.

19 Nevada Bar No. 8215

20 THERA A. COOPER, ESQ.

Nevada Bar No. 13468

1635 Village Center Circle, Suite 200

Las Vegas, NV 89134

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

24  
25  
26  
27  
28 **AA 002316**

1 **CERTIFICATE OF SERVICE**

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

6 **Michael R. Mushkin & Associates**

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

10 **Lipson Neilson P.C.**

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

16 **Medrala Law Firm, PLLC**

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

20 **Hong & Hong APLC**

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

23 **Wright Finlay & Zak LLP**

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

27 */s/ Jill Sallade*

28 An employee of AKERMAN LLP

AA 002317

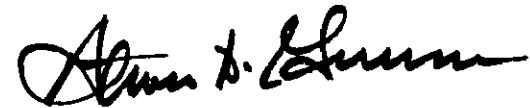
# EXHIBIT 15

# EXHIBIT 15

AA 002318

Exhbit0344  
MINV0397





CLERK OF THE COURT

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

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

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

10 Plaintiffs,

11 vs.

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

14 Defendants.

15  
16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 Vs.

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

23 Counter-Defendants  
24

Case No.: A-15-720032-C

Dept. No.: XXXI

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

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

3 Cross-Claimant,

4 vs.

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

7 Cross-Defendants.  
8

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

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

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

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

16 Dated this 7th day of March, 2017.

17 /s/ Nona Tobin

18 NONA TOBIN, Trustee

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

2664 Olivia Heights Avenue

Henderson NV 89052

Phone: (702) 465-2199

nonatobin@gmail.com

21 *Defendant-in-Intervention, Cross-Claimant*

*In Proper Person*  
22  
23  
24

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/s/ Nona Tobin  
NONA TOBIN, Cross-claimant

# EXHIBIT D

# EXHIBIT D

AA 002322

Exhbit0348  
MINV0401

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

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

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

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

Plaintiff,

vs.

BANK OF AMERICA, N.A

Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

TOBIN COUNTER MOTION FOR  
SUMMARY JUDGMENT

NATIONSTAR MORTGAGE LLC

Counter-claimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counter-defendant.

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

\_\_\_\_\_  
NONA TOBIN, an Individual and Trustee of  
the GORDON B. HANSEN TRUST, Dated  
8/22/08,

Counter-claimant,

AA 002323

1 vs.

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

Counter-defendants.

## 10 **I. Introduction**

11 This is a quiet title action resulting from a disputed HOA sale for delinquent assessments  
12 conducted by Sun City Anthem's agents, Red Rock Financial Services, on August 15, 2014.  
13 Three of the parties are seeking to quiet title in their favor:

- 14 • Plaintiff Jimijack - the party in possession
- 15 • Counter-claimant Tobin - the owner at the time of the sale
- 16 • Nationstar - claims to be the noteholder of the Deed of Trust

## 17 **II. Recent motions and oppositions before the court**

18 1. On February 5, 2019, Sun City Anthem filed a [Motion for Summary Judgment](#) against  
19 Tobin claiming that the HOA sale complied with statutory notice requirements and that Tobin  
20 was barred from re-gaining title due to equitable principles of unclean hands and failure to  
21 dispute the charges.

22 2. On February 12, 2019 Nationstar filed a limited [Joinder to the SCA motion](#), claiming the  
23 HOA sale was valid, but that the sale did not extinguish the deed of trust.

24 3. On March 5, 2019 Tobin filed an [opposition to the SCA MSJ](#) claiming that the sale was  
25 not statutorily compliant, and it was unfair, involved deceit and SCA failed to provide due  
26 process defined by, and guaranteed, by the SCA governing documents and NRS 116.

27 4. Tobin also opposed the Nationstar Joinder as

- 28 a. its claim was not based on any actual knowledge or evidence,
- b. presumes wrongly that Nationstar's claim to own the beneficial interest in the DOT

AA 002324

1 is undisputed,

2 c. Nationstar's, and its predecessor BANA's, mortgage servicing abuses unreasonably  
3 prevented four arms-length sales to bona fide purchasers and were the proximate  
4 cause of the HOA foreclosure due to assessments not being paid out of escrow as  
5 Tobin had instructed.

6 **III. Counter Motion for Summary Judgment against all parties**

7 **A. Against Sun City Anthem – the sale was invalid and void**

8 5. Tobin moves for summary judgment as there are no disputed material facts nor any  
9 credible or admissible evidence offered to contradict Tobin's claims that:

10 6. SCA did not comply with all applicable statutes or its own governing documents

11 7. SCA did not provide the specific due process mandated by law and delineated in SCA  
12 CC&Rs, bylaws, and policy.

13 8. SCA allowed its agents to unjustly profit at Tobin's expense and to the detriment of the  
14 Association as a whole.

15 9. The conduct of the sale was unfair, oppressive and involved deceit and fraudulent  
16 concealment.

17 **B. Against Jimijack who lacks any admissible evidence of ownership**

18 10. Plaintiff's sole claim to ownership, an [inadmissible quit claim deed](#), recorded June 9,  
19 2015, is fraught with notary violations that rendered it void.

20 11. Plaintiff's claims are contradicted by the [HOA's official ownership records](#).

21 12. Tobin's August 27, 2008 [Grant Sale Bargain Deed](#) and [March 28, 2017 quit claim](#) deeds  
22 have priority over Jimijack's invalid deed.

23 **C. Against Yuen K. Lee/F. Bondurant, LLC that disclaimed interest**

24 13. Yuen K. Lee executed the fraudulent deed alleged conveying title to Jimijack.

25 14. F. Bondurant LLC [title claim](#) that it received its interest from Opportunity Homes LLC,  
26 alleged [purchaser at the August 15, 2014 HOA sale](#), are contradicted by HOA ownership  
27 records.

28 15. Thomas Lucas/Opportunity Homes LLC, recorded a [Disclaimer of Interest](#) on March 8,

AA 002325

1 2013.

2 16. Yuen K. Lee/F. Bondurant LLC filed a [Disclaimer of Interest](#) on March 13, 2013 and are  
3 not seeking to quiet title in its favor.

4 **D. Against Nationstar and BANA**

5 17. BANA's and Nationstar's mortgage servicing abuses were a proximate cause of the  
6 HOA sale that was commercially unreasonable as it was sold for \$63,100 to a non- bona fide  
7 purchaser without notice to Tobin while there was a \$358,800 arms-length offer pending.

8 18. Nationstar's claim to own the beneficial interest to the deed of trust is provably false.

9 **IV. Tobin deserves summary judgment because the HOA sale was invalid,**  
10 **statutorily non-compliant, and unfair**

11 19. SCA does not claim to have provided Tobin any of the due process delineated in NRS  
12 116.31085.

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

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

21 22. SCA disclosure (SCA000635) claims that SCA only issued a "Notice for Hearing and  
22 Sanction for Delinquent Account" with a subject line "Suspension of Membership Privileges for  
23 Delinquent Account".

25 23. SCA does not claim to have issued any other required notices related to the alleged  
26 violation of delinquent assessments required by these provisions.