

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 JIMIACK 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 04:53 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 V of XIV**

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| Volume | Document | Bates No. |
|---------------|---|-----------------------|
| I | Affidavit of Nona Tobin in Support of Nona Tobin and Steve Hansen's Motion to Intervene | AA 000151 - AA 000163 |
| 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 |
| XIV | Amended Transcript to Correct Title of Motion: Third Parties Nona Tobin and Steve Hansen's Motion to Intervene 09/29/16 | AA 002885 - AA 002899 |
| XIV | Case Appeal Statement | AA 002865 - AA 002869 |
| I | Complaint | AA 000001- AA 000009 |
| X | Counterclaimant, Nona Tobin's [Proposed] Findings of Fact and Conclusions of Law | AA 001906 - AA 001921 |
| V | Cross-Claimant Nona Tobin's Opposition to Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment | AA 000879 - AA 000994 |
| IV | Cross-Defendant Sun City Anthem Community Association's Answer to Cross-Claims by Nona Tobin, An Individual and Trustee of the Gordon B. Hansen Trust | AA 000644 - AA 000651 |
| IV | Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment | AA 000652 - AA 000826 |
| III | Cross-Defendant Sun City Anthem Community Association's Motion to Dismiss Nona Tobin's Cross-Claims | AA 000519 - AA 000529 |
| VIII | Cross-Defendant Sun City Anthem Community Association's Opposition to Cross-Claimant Nona Tobin's Motion for Reconsideration | AA 001356 - AA 001369 |
| V | Cross-Defendant Sun City Anthem Community Association's Reply in Support of its Motion for Summary Judgment | AA 000995 - AA 001008 |
| I | Defendant in Intervention Nationstar Mortgage, LLC's Answer to Plaintiffs' Complaint and Counterclaim | AA 000057 - AA 000126 |
| III | Disclaimer of Interest | AA 000530 - AA 000534 |
| V | Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment | AA 001035 - AA 001044 |
| III | Initial Appearance Fee Disclosure | AA 000424 - AA 000426 |
| I | Jimijack Irrevocable Trust's Motion to Consolidate Case No. A-16-730078-C and Case No. A-15-720032-C | AA 000136 - AA 000140 |

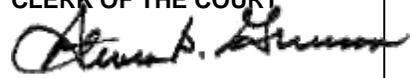
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| 1 | | Joel Stokes and Sandra F. Stokes, As Trustees of the JimiJack Irrevocable Trust's, Joinder to Sun City Anthem Community Association's Opposition to Nona Tobin's Motion for Reconsideration | AA 001373 - AA 001375 |
| 2 | VIII | | |
| 3 | I | Judgment by Default Against Defendant Bank of America | AA 000010 - AA 000011 |
| 4 | VI | Motion for Reconsideration (Part 1) | AA 001102 - AA 001300 |
| 5 | VII | Motion for Reconsideration (Part 2) | AA 001301 - AA 001353 |
| 6 | II | Motion to Intervene into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078 | AA 000164 - AA 000281 |
| 7 | I | Motion to Substitute Party, Intervene and Set Aside Default Judgment | AA 000012 - AA 000056 |
| 8 | IV | Nationstar Mortgage, LLC's Limited Joinder to Sun City Anthem Community Association's Motion for Summary Judgment | AA 000827 - AA 000861 |
| 9 | | Nationstar Mortgage, LLC's Limited Joinder to Sun City Anthem Community Association's Opposition to Nona Tobin's Motion for Reconsideration | AA 001370 - AA 001372 |
| 10 | VIII | | |
| 11 | I | Nationstar Mortgage, LLC's Non-Opposition to JimiJack Irrevocable Trust's Motion to Consolidate | AA 000141 - AA 000143 |
| 12 | | Nationstar Mortgage, LLC's Response to Nona Tobin's Opposition to Nationstar Mortgage, LLC's Motion for Summary Judgment Against JimiJack and Countermotion for Summary Judgment | AA 001059 - AA 001101 |
| 13 | V | | |
| 14 | III | Nona Tobin's Answer to Plaintiff's Complaint and Counterclaim | AA 000386 - AA 000423 |
| 15 | III | Nona Tobin's Crossclaim Against Thomas Lucas D/B/A Opportunity Homes, LLC | AA 000451 - AA 000509 |
| 16 | III | Nona Tobin's Crossclaim Against Yuen K. Lee d/b/a F. Bondurant, LLC | AA 000427 - AA 000450 |
| 17 | II | Nona Tobin's Crossclaim for Quiet Title Against Sun City Anthem Community Association, Inc. (HOA) | AA 000290 - AA 000385 |
| 18 | XII | Nona Tobin's Declarations in Support of MINV as an Individual | AA 002339 - AA 002550 |
| 19 | X | Nona Tobin's Motion to Intervene as an Individual Per Rule 24 (Part 1) | AA 001922 - AA 002076 |
| 20 | XI | Nona Tobin's Motion to Intervene as an Individual Per Rule 24 (Part 2) | AA 002077 - AA 002326 |
| 21 | XII | Nona Tobin's Motion to Intervene as an Individual Per Rule 24 (Part 3) | AA 002327 - AA 002338 |
| 22 | XIV | Notice of Appeal | AA 002862 - AA 002864 |

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| 1 | III | Notice of Appearance of Counsel | AA 000615 - AA 000617 |
| 2 | XIII | Notice of Entry of Findings of Fact, Conclusions of Law and Judgment | AA 002565 - AA 002580 |
| 3 | V | Notice of Entry of Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment | AA 001045 - AA 001058 |
| 4 | X | Notice of Entry of Order Denying Motion for Reconsideration | AA 001889 - AA 001895 |
| 5 | III | Notice of Entry of Order Denying Motion for Summary Judgment | AA 000620 - AA 000625 |
| 6 | II | Notice of Entry of Order Granting Applicant Nona Tobin's Motion to Intervene | AA 000285 - AA 000289 |
| 7 | I | Notice of Entry of Order Granting in Part Nationstar Mortgage, LLC's Motion to Substitute Party, Intervene and Set Aside Default Judgment | AA 000131 - AA 000135 |
| 8 | IV | Notice of Entry of Order Granting Thomas Lucas and Opportunity Homes, LLC's Motion for Summary Judgment | AA 000633 - AA 000643 |
| 9 | V | Notice of Entry of Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant, LLC | AA 000868 - AA 000878 |
| 10 | X | Notice of Entry of Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice | AA 001899 - AA 001905 |
| 11 | V | Notice of Entry of Stipulation and Order Reforming Caption | AA 001015 - AA 001024 |
| 12 | XIV | Notice of Hearing | AA 002861 |
| 13 | I | Notice of Lis Pendens | AA 000127 - AA 000130 |
| 14 | VIII | Notice of Lis Pendens | AA 001354 - AA 001355 |
| 15 | III | Opportunity Homes, LLC's Reply to Nationstar Mortgage, LLC's Opposition to Motion for Summary Judgment | AA 000601 - AA 000614 |
| 16 | III | Opposition to Sun City Anthem's Motion to Dismiss | AA 000535 - AA 000558 |
| 17 | X | Order Denying Motion for Reconsideration | AA 001885 - AA 001888 |
| 18 | III | Order Denying Motion for Summary Judgment | AA 000618 - AA 000619 |
| 19 | II | Order Granting Applicant Nona Tobin's Motion to Intervene | AA 000282 - AA 000284 |
| 20 | I | Order Granting Motion to Consolidate and Denying Motion for Summary Judgment | AA 000144 - AA 000145 |
| 21 | | | |
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| 1 | IV | Order Granting Thomas Lucas and Opportunity Homes, LLC's Motion for Summary Judgment | AA 000626 - AA 000632 |
| 2 | XII | Order on Findings of Fact, Conclusions of Law and Judgment | AA 002551 - AA 002564 |
| 3 | I | Plaintiff, JimiJack Irrevocable Trust's, Opposition to Nona Tobin and Steve Hansen's Motion to Intervene | AA 000146 - AA 000150 |
| 4 | XIV | Recorder's Transcript Bench Trial Day 2 06/06/19 | AA 002926 - AA 002960 |
| 5 | XIV | Recorder's Transcript of Hearing All Pending Motions 09/26/19 | AA 002870 - AA 002884 |
| 6 | XIV | Recorder's Transcript of Hearing Nona Tobin's Motion to Intervene into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078-C 12/20/16 | AA 002900 - AA 002909 |
| 7 | XIV | Recorder's Transcript of Hearing Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim 03/28/17 | AA 002910 - AA 002925 |
| 8 | XIV | Recorder's Transcript of Hearing: All Pending Motions April 23, 2019 | AA 002608 - AA 002640 |
| 9 | XIII | Recorder's Transcript of Hearing: All Pending Motions April 27, 2017 | AA 002581 - AA 002607 |
| 10 | XIII | Recorder's Transcript of Hearing: All Pending Motions April 27, 2017 | AA 002581 - AA 002607 |
| 11 | VIII | Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 1) | AA 001376 - AA 001576 |
| 12 | VIII | Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 1) | AA 001376 - AA 001576 |
| 13 | IX | Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 2) | AA 001577 - AA 001826 |
| 14 | IX | Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 2) | AA 001577 - AA 001826 |
| 15 | X | Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 3) | AA 001827 - AA001884 |
| 16 | X | Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 3) | AA 001827 - AA001884 |
| 17 | III | Reply to Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss | AA 000559 - AA 000583 |
| 18 | III | Reply to Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss | AA 000559 - AA 000583 |
| 19 | IV | Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant LLC | AA 000862 - AA 000867 |
| 20 | IV | Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant LLC | AA 000862 - AA 000867 |
| 21 | X | Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice | AA 001896 - AA 001898 |
| 22 | X | Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice | AA 001896 - AA 001898 |
| | V | Stipulation and Order Reforming Caption | AA 001009 - AA 001014 |
| | V | Stipulation and Order Reforming Caption | AA 001009 - AA 001014 |
| | III | Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim | AA 000510 - AA 000518 |
| | III | Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim | AA 000510 - AA 000518 |
| | III | Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss | AA 000584 - AA 000591 |
| | III | Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss | AA 000584 - AA 000591 |

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| 1 | III | Thomas Lucas and Opportunity Homes, LLC's Reply to Nona Tobin's Opposition to Motion for Summary Judgment | AA 000592 - AA 000600 |
| 2 | XIII | Transcript of Proceedings: All Pending Motions 01/10/19 | AA 002657 - AA 002666 |
| 3 | XIII | Transcript of Proceedings: All Pending Motions 03/26/19 | AA 002667 - AA 002701 |
| 4 | XIII | Transcript of Proceedings: All Pending Motions 05/25/17 | AA 002641 - AA 002656 |
| 5 | XIII | Transcript of Proceedings: All Pending Motions 05/29/19 | AA 002751 - AA 002778 |
| 6 | XIV | Transcript of Proceedings: Bench Trial Day 1 06/05/19 | AA 002809 - AA 002836 |
| 7 | XIV | Transcript of Proceedings: Calendar Call 06/03/19 | AA 002779 - AA 002808 |
| 8 | XIII | Transcript of Proceedings: Pretrial Conference 04/25/19 | AA 002702 - AA 002725 |
| 9 | XIII | Transcript of Proceedings: Status Check - Settlement Documents 05/21/19 | AA 002726 - AA 002750 |

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NTSO

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Attorney for Nationstar Mortgage LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept. No.: XXXI

**NOTICE OF ENTRY OF STIPULATION
AND ORDER FOR DISMISSAL
WITHOUT PREJUDICE AS TO CLAIMS
AGAINST OPPORTUNITY HOMES, LLC
AND F. BONDURANT, LLC**

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.

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AA 000868

1 NONA TOBIN, an individual, and Trustee of the
2 GORDON B. HANSEN TRUST. Dated 8/22/08
3 Counter-Claimant,
4 vs.
5 JOEL A. STOKES and SANDRA F. STOKES, as
6 trustees of the JIMIACK IRREVOCABLE
7 TRUST,
8 Counter-Defendants.

8 NONA TOBIN, an individual, and Trustee of the
9 GORDON B. HANSEN TRUST. Dated 8/22/08
10 Cross-Claimant,
11 vs.
12 SUN CITY ANTHEM COMMUNITY
13 ASSOCIATION, INC., DOES 1-10, AND
14 ROE CORPORATIONS 1-10, inclusive,
15 Counter-Defendants.

15 NONA TOBIN, an individual, and Trustee of the
16 GORDON B. HANSEN TRUST. Dated 8/22/08
17 Cross-Claimant,
18 vs.
19 OPPORTUNITY HOMES, LLC, THOMAS
20 LUCAS, Manager,
21 Counter-Defendant.

21 NONA TOBIN, an individual, and Trustee of the
22 GORDON B. HANSEN TRUST. Dated 8/22/08
23 Cross-Claimant,
24 vs.
25 YUEN K. LEE, an Individual, d/b/a Manager,
26 F. BONDURANT, LLC,
27 Counter-Defendant.

AKERMAN LLP

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1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that a **STIPULATION AND ORDER FOR DISMISSAL**
3 **WITHOUT PREJUDICE AS TO CLAIMS AGAINST OPPORTUNITY HOMES, LLC AND**
4 **F. BONDURANT, LLC** was entered on this 20th day of February, 2019 a copy of which is attached
5 hereto as **Exhibit A**.

6
7 Dated: February 20, 2019
8

9 **AKERMAN LLP**

10
11 */s/ Thera A. Cooper*

12 MELANIE D. MORGAN, ESQ.

13 Nevada Bar No. 8215

14 THERA A. COOPER, ESQ.

15 Nevada Bar No. 13468

16 1635 Village Center Circle, Suite 200

17 Las Vegas, NV 89134

18 *Attorneys for Nationstar Mortgage LLC*
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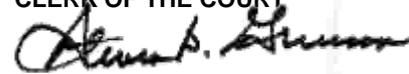
28 **AA 000870**

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EXHIBIT A

EXHIBIT A



1 MELANIE D. MORGAN, ESQ.
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2 THERA A. COOPER, ESQ.
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7 *Attorney for Nationstar Mortgage LLC*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 JOEL STOKES and SANDRA F. STOKES, as
trustees of the JIMIACK IRREVOCABLE
11 TRUST,

12 Plaintiff,

13 vs.

14 BANK OF AMERICA, N.A.; SUN CITY
15 ANTHEM COMMUNITY ASSOCIATION,
INC.; DOES I through X and ROE BUSINESS
16 ENTITIES I through X, inclusive,

17 Defendants.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept. No.: XXXI

**STIPULATION AND ORDER FOR
DISMISSAL WITHOUT PREJUDICE AS
TO CLAIMS AGAINST OPPORTUNITY
HOMES, LLC AND F. BONDURANT, LLC**

18 NATIONSTAR MORTGAGE, LLC

19 Counter-Claimant,

20 vs.

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

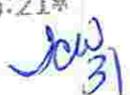
24 Counter-Defendants.

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AA 000873

FEB 14 19 PM 05:21*



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

4 vs.

5 JOEL A. STOKES and SANDRA F. STOKES, as
6 trustees of the JIMIACK IRREVOCABLE
7 TRUST,

8 Counter-Defendants.

9 NONA TOBIN, an individual, and Trustee of the
10 GORDON B. HANSEN TRUST. Dated 8/22/08
11 Cross-Claimant,

12 vs.

13 SUN CITY ANTHEM COMMUNITY
14 ASSOCIATION, INC., DOES 1-10, AND
15 ROE CORPORATIONS 1-10, inclusive,

16 Counter-Defendants.

17 NONA TOBIN, an individual, and Trustee of the
18 GORDON B. HANSEN TRUST. Dated 8/22/08
19 Cross-Claimant,

20 vs.

21 OPPORTUNITY HOMES, LLC, THOMAS
22 LUCAS, Manager,

23 Counter-Defendant.

24 NONA TOBIN, an individual, and Trustee of the
25 GORDON B. HANSEN TRUST. Dated 8/22/08
26 Cross-Claimant,

27 vs.

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

Counter-Defendant.

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1 Defendant In Intervention/Counterclaimant, Nationstar Mortgage LLC (**Nationstar**), Counter-
2 Defendant Opportunity Homes, LLC (**Opportunity Homes**) and Counter-Defendant F. Bondurant,
3 LLC (**F. Bondurant**), by and through their counsel of record, stipulate to the dismissal of Nationstar's
4 claims against Opportunity Homes and F. Bondurant without prejudice, pursuant to NRCP 41(a)(1).

5 Each party shall bear their own fees and costs.

| | |
|---|---|
| <p>6 Dated this <u>6</u> day of February, 2019.</p> <p>7 AKERMAN LLP</p> <p>8 </p> <p>9 MELANIE D. MORGAN, ESQ. Nevada Bar No. 8215 THERA A. COOPER, ESQ. Nevada Bar No. 13468 1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134</p> <p>10</p> <p>11</p> <p>12 <i>Attorneys for Nationstar Mortgage LLC</i></p> | <p>Dated this ___ day of February, 2019.</p> <p>THE MEDRALA LAW FIRM, LLC</p> <p>JAKUB P. MEDRALA, ESQ. Nevada Bar No. 12822 1091 South Cimarron Road, Suite A-1 Las Vegas, Nevada 89145</p> <p><i>Attorney for Opportunity Homes, LLC</i></p> |
| <p>13</p> <p>14 Dated this ___ day of February, 2019.</p> <p>HONG & HONG, APLC</p> <p>15</p> <p>16</p> <p>17 JOSEPH Y. HONG, ESQ. Nevada Bar No. 5995 1980 Festival Drive, Suite 650 Las Vegas, Nevada 89135</p> <p>18</p> <p>19 <i>Attorney for F. Bondurant, LLC</i></p> | |

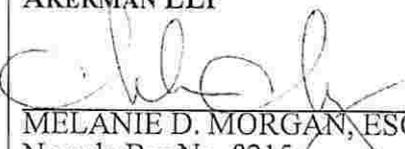
AKERMAN LLP

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AA 000875

1 Defendant In Intervention/Counterclaimant, Nationstar Mortgage LLC (**Nationstar**), Counter-
2 Defendant Opportunity Homes, LLC (**Opportunity Homes**) and Counter-Defendant F. Bondurant,
3 LLC (**F. Bondurant**), by and through their counsel of record, stipulate to the dismissal of Nationstar's
4 claims against Opportunity Homes and F. Bondurant without prejudice, pursuant to NRCP 41(a)(1).

5 Each party shall bear their own fees and costs.

| | |
|--|---|
| <p>6 Dated this <u>6</u> day of February, 2019.</p> <p>7 AKERMAN LLP</p> <p>8 </p> <p>9 MELANIE D. MORGAN, ESQ. Nevada Bar No. 8215 10 THERA A. COOPER, ESQ. Nevada Bar No. 13468 1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134</p> <p>11 <i>Attorneys for Nationstar Mortgage LLC</i></p> | <p>Dated this ___ day of February, 2019.</p> <p>THE MEDRALA LAW FIRM, LLC</p> <p>JAKUB P. MEDRALA, ESQ. Nevada Bar No. 12822 1091 South Cimarron Road, Suite A-1 Las Vegas, Nevada 89145</p> <p><i>Attorney for Opportunity Homes, LLC</i></p> |
| <p>Dated this <u>7</u> day of February, 2019.</p> <p>HONG & HONG, APLC</p> <p>16 </p> <p>17 JOSEPH Y. HONG, ESQ. Nevada Bar No. 5995 1980 Festival Drive, Suite 650 Las Vegas, Nevada 89135</p> <p>18 <i>Attorney for F. Bondurant, LLC</i></p> | |

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3 Defendant In Intervention/Counterclaimant, Nationstar Mortgage LLC (**Nationstar**),
4 Counter-Defendant Opportunity Homes, LLC (**Opportunity Homes**) and Counter-Defendant F.
5 Bondurant, LLC (**F. Bondurant**), by and through their counsel of record, stipulate to the dismissal
6 of Nationstar's claims against Opportunity Homes and F. Bondurant without prejudice, pursuant to
7 NRCP 41(a)(1).

8 Each party shall bear their own fees and costs.

9 Dated this ___ day of February, 2019.

10 **AKERMAN LLP**

11
12 MELANIE D. MORGAN, ESQ.
13 Nevada Bar No. 8215
14 THERA A. COOPER, ESQ.
15 Nevada Bar No. 13468
16 1635 Village Center Circle, Suite 200
17 Las Vegas, Nevada 89134

18 *Attorneys for Nationstar Mortgage LLC*

9 Dated this 8th day of February, 2019.

10 **THE MEDRALA LAW FIRM, LLC**

11
12 JAKUB P. MEDRALA, ESQ.
13 Nevada Bar No. 12822
14 1091 South Cimarron Road, Suite A-1
15 Las Vegas, Nevada 89145

16 *Attorney for Opportunity Homes, LLC*

17 Dated this ___ day of February, 2019.

18 **HONG & HONG, APLC**

19
20 JOSEPH Y. HONG, ESQ.
21 Nevada Bar No. 5995
22 1980 Festival Drive, Suite 650
23 Las Vegas, Nevada 89135

24 *Attorney for F. Bondurant, LLC*

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28 AA 000877

ORDER

IT IS HEREBY ORDERED, ADJUDGED AND DECREED all claims asserted by Nationstar against Opportunity Homes and F. Bondurant are dismissed without prejudice, with each party to bear their own attorneys' fees and costs.

DATED: February 14, 2019

JOANNA S. KISHNER


DISTRICT COURT JUDGE

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

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

14 **Plaintiffs,**

15 **vs.**

16 **BANK OF AMERICA, N.A.; SUN CITY**
17 **ANTHEM COMMUNITY ASSOCIATION,**
18 **INC.; DOES I through X and ROE**
19 **BUSINESS ENTITIES I through X,**
inclusive,

20 **Defendants.**

21 **NATIONSTAR MORTGAGE, LLC,**

22 **Counter-Claimant,**

23 **vs.**

24 **JIMIACK IRREVOCABLE TRUST;**
25 **OPPORTUNITY HOMES, LLC, a Nevada**
26 **limited liability company; F. BONDURANT,**
27 **LLC, a Nevada limited liability company;**
DOES I through X, inclusive; and ROE
CORPORATIONS XI through XX, inclusive,

28 **Counter-Defendants.**

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

CROSS-CLAIMANT NONA TOBIN'S
OPPOSITION TO CROSS-
DEFENDANT SUN CITY ANTHEM
COMMUNITY ASSOCIATION'S
MOTION FOR SUMMARY
JUDGMENT

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

3 Counter-Claimant,

4 vs.

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

8 Counter-Defendants.

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

11 Cross-Claimant,

12 vs.

13 SUN CITY ANTHEM COMMUNITY
14 ASSOCIATION, INC., NATIONSTAR
15 MORTGAGE, LLC, DOES 1-10, AND ROE
16 CORPORATIONS 1-10, inclusive,

17 Counter-Defendants.

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

20 Cross-Claimant,

21 vs.

22 OPPORTUNITY HOMES, LLC, THOMAS
23 LUCAS, Manager,

24 Counter-Defendant.

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

27 Cross-Claimant,

28 vs.

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

Counter-Defendant.

1 Deed, Exhibit 2.

2 4. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed,
3 and Nona Tobin was identified as a successor trustee. See Trust, Exhibit 3.

4 5. On August 27, 2008, title to the property was transferred to the Gordon B.
5 Hansen Trust. See Deed, Exhibit 4.

6 6. Gordon B. Hansen died on January 14, 2012, and Nona Tobin became the sole
7 trustee of the Trust. See Certificate of Death, Exhibit 5.

8 7. Nona Tobin paid the HOA dues and late fees for three quarters after Gordon
9 Hansen's death.

10 8. Nona Tobin did not recall the timing and method of submitting the last payment
11 (check 143, dated August 17, 2012 of \$275 assessments for the quarter ending September 30,
12 2012 plus \$25 installment late fee), and the anomalies with cancelled checks made Tobin think
13 she had delivered it on August 17, 2012 with the check for the assessments paid for my own
14 house.

15 9. On or about December 24, 2018 Nona Tobin saw SCA00063, a letter signed by
16 her to the SCAHOA dated 10/3/12.

17 10. SCA00063 refreshed Tobin's memory that check 143 was sent with instructions
18 to collect future assessments out of escrow because the house had been sold and to direct
19 questions to Real Estate Broker Doug Proudfit, who was also a long-time SCA owner in good
20 standing.

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

24 12. The payment for "HOA dues" was applied on October 18, 2012 to unauthorized
25 and unnecessary collection fees despite the NRS 116A.640(8) explicit prohibition against
26 "Intentionally apply(ing) a payment of an assessment from a unit's owner towards any fine, fee
27 or other charge that is due."

28 13. Nona Tobin made no attempt to evaluate or reduce the RRFS demands for fees

1 as she had contracted with Proudfit Realty to complete a short sale and expected the bank and
2 the new owner to arrange to pay the HOA the full amount due.

3 14. SCA's claim, in the motion for summary judgment, that Nona Tobin had also
4 attached to the October 3, 2012 letter a notice of sanction dated September 20, 2012 is false, and
5 Tobin believes an attempt to unfairly disparage her rather than acknowledge her a long-standing
6 SCA member in good standing that was trying to sell a house at the bottom of the market on
7 behalf of a deceased homeowner's estate.

8 15. The October 3, 2012 letter plainly states there are two enclosures – check for
9 HOA dues and death certificate.

10 16. There was no third enclosure listed of a September 20, 2012 notice of hearing.

11 17. The September 20, 2012 notice of hearing RRFS says was enclosed with the
12 October 3, 2012 letter could not have come from Tobin as obviously she would only have had
13 the original.

14 18. SCA proceeded with unnecessarily with collections and adding unauthorized
15 fees despite two pay off demands from Ticor Title on or about December 20, 2012 and January
16 16, 2013.

17 19. SCA's managing and collection agents ignored the fact that both the real estate
18 agent Doug Proudfit and the executor of the estate, Nona Tobin, were both long-term SCA
19 homeowners in good standing who had no interest in the HOA not receiving all assessments
20 that were due and were working diligently to sell the property after the market had crashed.

21 20. Check no. 143 was payment for the HOA quarterly dues for the Property for the
22 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in
23 the amount of \$25.00. Check no. 143 cleared the bank until October 23, 2012. See check no.
24 143, Exhibit 6.

25 21. Check No. 143 in the amount of \$300.00 was incorrectly credited by the HOA's
26 debt collector, RRFS to the account for the Property on or about October 18, 2012 as shown by
27 the RRFS ledger sent on November 5, 2012 to the Property (but not the owner's address of
28 record). See Ledger, Exhibit 7.

1 22. The Resident Transaction Report shows that the \$300 from check no. 143 was
2 credited as "Collection Payment Part(ial)" rather than as \$275 plus \$25 late fee for the July
3 2012 quarter, which would have brought the account current with a zero balance instead of the
4 \$495.15 RRFS claimed was still owing. See Ledger, Exhibit 7. NRS116A.640(8) prohibits an
5 HOA agent from applying assessment payments to "any fine, fee or other charge that is due".

6 23. On or about September 13, 2012, the RRFS ledger shows charges of \$150.00 for
7 "Management Company Collection Cost", and \$125.00 + mailing fees for an "Intent to Lien
8 Letter" on the Property's account with the HOA, unauthorized as the account was referred to
9 collection before there was a default. The error of adding and compounding collection fees
10 which were not owing was never corrected by the HOA. See Ledger, Exhibit 7.

11 24. The legal framework requires that prior to sanctioning an owner for an alleged
12 violation of the governing documents, such as delinquent assessments, the Board must provide a
13 specific notice of violation, a notice of violation hearing, notice of sanction (hearing
14 determination), notice of appeal, and appeal determination letter.

15 25. SCA did not provide Tobin any of these notices prior to the imposition of fines
16 misnamed as collection costs.

17 26. SCA imposed progressively more serious and disproportionate sanctions for the
18 alleged violation of delinquent assessments, up to and including foreclosure, without providing
19 any meaningful and compliant due process.

20 27. SCA claims to have sent a September 17, 2012 notice of intent to lien that Nona
21 Tobin does not have any record or recollection of having received.

22 28. Even if sent, that notice was defective and non-compliant

23 a. There was no preceding notice of violation,

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

26 c. Only \$25 late fee was authorized on July 31, 2012 when the payment is
27 30 days late

28 d. \$317.94 claimed by RRFS for collection costs for the next 35 days the

1 payment was late is not authorized

2 e. An excessive, non-negotiable fee, of \$317.94, which SCA collection
3 agent claimed must be disputed within 30 days of a notice Nona Tobin didn't get, is not
4 a "collection cost", it is a fine and a sanction.

5 29. On or about December 14, 2012, the HOA caused a Notice of Delinquent
6 Assessments (the "Lien") to be recorded against the Property which claimed the amount of
7 \$925.76 was delinquent and owed as of December 5, 2012 when at that time, only \$275.00 was
8 due and owing for the period commencing October 1, 2012. The Lien included erroneous
9 charges and did not credit assessments paid when the amount was below the minimum past due
10 amount when collection can begin. See Lien, Exhibit 8.

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

14 31. On or about March 12, 2013, a Notice of Default and Election to Sale (the "First
15 Notice of Default") was issued and served by RRFS. See First Notice of Default, Exhibit 9.

16 32. The First Notice of Default was rescinded on or about April 3, 2013. See
17 Recorded Rescission of Notice of Default, Exhibit 10.

18 33. On or about April 8, 2013, a second Notice of Default and Election to Sale (the
19 "Second Notice of Default") was issued and served by RRFS. This notice incorrectly states that
20 no payments of any kind have been made since July 1, 2012, contradicting RRFS' own October
21 18, 2012 ledger entry which credits Check No. 143 in the amount of \$300.00, albeit to fees
22 instead of first to assessments. See Letter to Property with RRFS Ledger, Exhibit 7.

23 34. On or about April 30, 2013, RRFS responded to a payoff demand from "Miles
24 Bauer", agents for Bank of America (BANA), and claimed that \$2,876.95 was due and payable
25 as of April 30, 2013. See May 29, 2013 Red Rock Financial Services Ledger, Exhibit 11.

26 35. On or about May 9, 2013, Miles Bauer tendered \$825 for the nine months of
27 assessments which were at that point in time delinquent. However, RRFS refused BANA's
28 tender without notifying the SCA Board.

1 36. This unjustified refusal of BANA's payment should have stopped all collection
2 efforts as all delinquencies on the account had been cured and the account was then current.

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

6 38. On March 28, 2014, RRFS sent an Accounting ledger to Chicago Title in
7 response to a payoff demand related to a contingent sale to Red Rock Region Investments LLC
8 in which the amount before fees claimed as due and owing on February 11, 2014 was
9 \$4,240.10, and that the amount due on March 28, 2014 was \$4,687.64. See Accounting Ledger,
10 Exhibit 13. Note that the Notice of Sale claims that \$5,081.45 was due as of 2/11/14 but no
11 ledger went to the owner with the Notice of Sale recorded on 2/12/14.

12 39. On or about February 20, 2014, Nona Tobin signed a new listing agreement with
13 Craig Leidy, also a long time SCA owner in good standing.

14 40. Nona Tobin gave Leidy verbal authority to handle all notices and contact with
15 the HOA's agents, RRFS, and written authority to arrange a short sale with Nationstar
16 Mortgage, the new loan servicer as of December 1, 2013.

17 41. NRS 116.3116 was violated when RRFS refused two tenders of the super-
18 priority amount, one May 9, 2013 from BANA, and the second from Nationstar on June 5,
19 2014.

20 42. The Notice of Sale was sent to the Ombudsman on February 13, 2014 as
21 required by NRS 116.311635(2)(b)(3). However, on May 15, 2014, RRFS notified the
22 Ombudsman that the Notice of Sale was cancelled, the Trustee sale was cancelled, and the
23 Owner was retained. See Compliance View Screen, Exhibit 14.

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

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

1 Rescission of Notice of Default, Exhibit 10.

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

6 46. SCA did not provide the notices required by NRS 116.31162(4)

7 a. A schedule of the fees that may be charged if the unit s owner fails to pay
8 the past due obligation;

9 b. A proposed repayment plan; and

10 c. A notice of the right to contest the past due obligation at a hearing before
11 the executive board and the procedures for requesting such a hearing.

12 47. NRS 116.31164(3)(b) (2013) requires that “the person conducting the
13 sale...deliver a copy of the deed to the Ombudsman within 30 day after the deed is delivered to
14 the purchaser...”, but no foreclosure deed has ever been delivered to the Ombudsman. See
15 OMB Compliance screen, Exhibit 14.

16 48. NRS 116.31164 (3)(c) 1-5 requires the order in which the proceeds of the sale
17 are to be paid out. No distribution was made to any claimant out of the reported \$63,100
18 collected for the sale except for the \$2,701.04 that paid the HOA in full.

19 49. Nona Tobin attempted to make a claim for the proceeds in September 2014 but
20 was rebuffed by RRFS, which falsely claimed that the proceeds had been deposited with the
21 court for interpleader.

22 50. SCA agents did not conduct the collection process leading up the foreclosure in
23 compliance with the legal framework empowering and limiting the SCA Board’s authority to
24 sanction or fine an owner for ANY alleged violation of the governing documents.

25 51. On September 16, 2016, SCA refused Tobin’s request for SCA records of its
26 compliance actions against the owner of the Property without a court order.

27 52. Nona Tobin signed to approve purchase offers for four sales which did not come
28 out of escrow due to the actions of BANA and Nationstar.

1 53. Initially, Nona Tobin accepted an offer for \$310,000 on or about August 8, 2012,
2 but BANA refused to close, and the prospective buyers who had moved in on or about October
3 23, 2012 withdrew and moved out in April, 2013.

4 54. A second offer to purchase the Property was made on May 10, 2013 for
5 \$395,000.00.

6 55. Nona Tobin offered to return the property to BANA on a deed in lieu in mid-
7 2013, but BANA rejected it claiming the title wasn't clear.

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

11 57. The auction.com sale period was from May 4, 2014 to May 8, 2014 when it was
12 sold to the high bidder for \$367,500, pending approval by the beneficiary.

13 58. Nationstar's negotiator would not accept either the \$340,000 offer held in
14 abeyance nor would it accept the \$367,000 from the auction.com sale.

15 59. When listing agent Leidy put a notice on the MLS on July 25, 2014 that the
16 property was back on the market, he indicated he had worked out all the other liens and it
17 should close quickly.

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

20 61. Nona Tobin signed a counter-offer on August 1, 2014 for \$375,000.

21 62. At the same time, Nationstar required that the asking price on the listing be
22 raised to \$390,000.

23 63. The buyer countered on August 4, 2014 with an offer of \$358,800 which was on
24 the table when the HOA foreclosed without notice to me, the listing agent, the servicing bank,
25 or any of these bona fide purchasers who were interested in purchasing the property in arms-
26 length transactions.

27 64. The Nevada Statement of Value recorded on August 22, 2014 for the purpose of
28 establishing the Real Property Transfer Tax (RPTT) stated the RPPT market value was

1 \$353,529.

2 65. At the time of the foreclosure sale, based upon the various offers to purchase the
3 Property, it is my opinion that the value of the Property was not less than \$358,800.00

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

6 67. SCA official ownership records, however, do not have any entry that shows SCA
7 foreclosed on this property nor that either Thomas Lucas nor Opportunity Homes LLC ever
8 owned the property.

9 68. Nationstar's limited joinder to declare the sale valid must be denied.

10 69. Nationstar has no knowledge of how SCA conducted the sale and has no basis
11 for claiming that the sale was valid to remove my property rights but was not valid to extinguish
12 a deed of trust.

13 II. Argument

14 A. Legal Standard

15 NRCP 56 provides in pertinent part:

16 (c) **Motion and Proceedings Thereon.** The motion shall be served
17 at least 10 days before the time fixed for the hearing. Motions for
18 summary judgment and responses thereto shall include a concise
19 statement setting forth each fact material to the disposition of the
20 motion which the party claims is or is not genuinely in issue, citing
21 the particular portions of any pleading, affidavit, deposition,
22 interrogatory, answer, admission, or other evidence upon which the
23 party relies. The judgment sought shall be rendered forthwith if the
24 pleadings, depositions, answers to interrogatories, and admissions
25 on file, together with the affidavits, if any, show that there is no
26 genuine issue as to any material fact and that the moving party is
entitled to a judgment as a matter of law. A summary judgment,
interlocutory in character, may be rendered on the issue of liability
alone although there is a genuine issue as to the amount of
damages. An order granting summary judgment shall set forth the
undisputed material facts and legal determinations on which the
court granted summary judgment.

27 Rule 56(c), N.R.C.P., provides that summary judgment may be entered when "there is
28 no genuine issue as to any material fact and that the moving party is entitled to judgment as a

1 matter of law.” See also: *Montgomery v. Ponderosa Construction, Inc.*, 101 Nev. 416, 705 P.2d
2 652 (1985). “A genuine issue of material fact is one where the evidence is such that a
3 reasonable jury could return a verdict for the non-moving party.” *Pegasus v. Reno Newspapers,*
4 *Inc.*, 118 Nev. 706, 57 P.3d 82 (2002), citing *Posadas v. City of Reno*, 109 Nev. 448, 851 P.2d
5 438 (1993). “Substantive law controls which factual disputes are material and will preclude
6 summary judgment; other factual disputes are irrelevant.” *Wood v. Safeway, Inc.*, 121 Nev. 742,
7 121 P.3d 1026 (2005), citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 106 S.Ct. 2505
8 (1986). “A factual dispute is genuine when the evidence is such that a rational trier of fact could
9 return a verdict for the non-moving party.” *Wood*, citing *Matsushita Electric Industrial Co. v.*
10 *Zenith Radio*, 475 U.S. 574, 106 S.Ct. 1348 (1986).

11 Although the moving party may have the initial burden of identifying the portions of the
12 materials on file that they believe demonstrate the absence of a genuine issue of material fact,
13 the non-moving party may not rest upon general allegations and conclusions, but must use
14 “admissible evidence” to show the existence of a genuine factual issue and he or she “is not
15 entitled to build a case on the gossamer threads of whimsy, speculation and conjecture.”
16 *Posadas v. City of Reno*, 109 Nev. 448, 851 P.2d 438 (1993), citing *Collins v. Union Fed.*
17 *Savings & Loan*, 99 Nev. 284, 662 P.2d 610 (1983). See also: N.R.C.P. 56(e); *Van Cleave v.*
18 *Kietz-Mill Minute Mart*, 97 Nev. 414, 633 P.2d 1220 (1981), citing *Thomas v. Bokelman*, 86
19 Nev. 10, 462 P.2d 1020 (1970) (“The opponent must nevertheless show he can produce
20 evidence at trial to support his claim.”).

21 The “‘slightest doubt’ standard previously used in Nevada’s summary judgment law”
22 was also rejected by *Wood v. Safeway, Inc.*, 121 Nev. 724 121 P.3d 1026 (2005), which adopted
23 the summary judgment standard employed by the federal courts in *Anderson v. Liberty Lobby,*
24 *Inc.*, 477 U.S. 242, 106 S.Ct. 2505 (1986), *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S.Ct.
25 2548 (1986)², and *Matsushita Electric Industrial Co. v. Zenith Radio*, 475 U.S. 574, 106 S.Ct.
26 1348 (1986). “Substantive law controls which factual disputes are material and will preclude

27
28 ² “While not addressing the “slightest doubt’ standard directly, the Supreme Court in *Celotex* noted that Rule 56 should not be regarded as a ‘disfavored procedural shortcut’ but instead ‘as an integral part of the Federal Rules as a whole, which are designed ‘to secure the just, speedy and inexpensive determination of every action.’” *Wood v. Safeway, Inc.*, 121 Nev. 742, 121 P.3d 1026 (2005).

1 summary judgment; other factual disputes are irrelevant.” *Wood*, citing *Anderson v. Liberty*
2 *Lobby, Inc.*, 477 U.S. 242, 106 S.Ct. 2505 (1986). “A factual dispute is genuine when the
3 evidence is such that a rational trier of fact could return a verdict for the non-moving party.”
4 *Wood*, citing *Matushita Electric Industrial Co. v. Zenith Radio*, 475 U.S. 574, 106 S.Ct. 1348
5 (1986). Essentially, the non-moving party must “do more than simply show that there is some
6 metaphysical doubt as to the operative facts in order to avoid summary judgment being entered
7 in the moving party’s favor.” *Id.*

8 “When the facts of a case turn on credibility, a triable issue of fact exists, and the
9 granting of a summary judgment is error.” *Short v. Hotel Riviera*, 79 Nev. 94, 102, 378 P.2d
10 979 (1963). “Trial on oral testimony, with the opportunity to examine and cross-examine
11 witnesses in open court, has often been acclaimed as one of the persistent, distinctive, and most
12 valuable features of the common-law system.” *Short v. Hotel Riviera*, 79 Nev. 94, 102, 378 P.2d
13 979 (1963). See also, *Servaites v. Lowden*, 99 Nev. 240, 660 P.2d 1008 (1983) “Where the
14 crucial factual dispute concerns characterization of a party’s conduct, which in turn involves
15 elusive questions of intent and motive, summary judgment is inappropriate.”

16 **B. Defendant’s Motion must be denied as genuine issues of material fact**
17 **remain.**

18 As set forth in the Statement of Disputed Facts above, the HOA, by and through its
19 agent, RRFS, did not conduct a valid foreclosure sale in compliance with the statutory
20 requirements. The HOA and RRFS made numerous mistakes in attempting to foreclose upon
21 the Property, including the following: (i) the HOA failed to properly credit payments; (ii) the
22 HOA and RRFS failed to accurately calculate the amount due; (iii) RRFS failed to provide
23 proper notice of the foreclosure sale; and perhaps most important, (iv) the foreclosure was
24 conducted on a cancelled Notice of Sale. Any of these errors, standing alone, should be
25 sufficient to set aside the foreclosure. Moreover, taken together, the enormity of the combined
26 errors, combined with the purchase price at the foreclosure sale mandates that it be set aside,
27 and title quieted in the name of the Trust.

28 SCA relies upon *Shadow Wood HOA v. N.Y. Cmty. Bancorp.*, 132 Nev. Adv. Op. 5, 366,

1 P.3d 1105 (2016) in support of its motion for summary judgment. *Shadow Wood* was recently
2 interpreted by the Nevada Supreme Court in *Nationstar Mort., LLC v. Saticoy Bay LLC Series*
3 *2227 Shadow Canyon*, 133 Nev Adv. Rep. 91, 405 P.3d 641 (2017). In *Nationstar*, the Court
4 succinctly summarized *Shadow Wood* as follows: the bank foreclosed on its deed of trust and
5 obtained the property via credit bid at the foreclosure sale for roughly \$46,000. Because the
6 bank never paid off the unextinguished 9-month super priority lien and failed to pay the
7 continuing assessments after it obtained title, the HOA foreclosed on its lien. At that sale, the
8 purchaser bought the property for roughly \$11,000. The bank filed suit to set aside the sale, and
9 the district court granted the bank's request. On appeal, the Nevada Supreme Court considered
10 whether the bank had established equitable grounds to set aside the sale. This court started with
11 the premise that "demonstrating that an association sold a property at its foreclosure sale for an
12 inadequate price is not enough to set aside that sale; there must also be a showing of fraud,
13 unfairness, or oppression." *Nationstar*, 133 Nev. Adv. Rep. 91, 405 P. 3d at 647, quoting
14 *Shadow Wood*, 132 Nev. Adv. Op. 5, 366 P. 3d at 1112 (citing *Long v. Towne*, 98 Nev. 11, 13,
15 *639 P.2d 528, 530 (1982)*). The Court in *Nationstar* then stated that the bank in *Shadow Wood*
16 "failed to establish that the foreclosure sale price was grossly inadequate as a matter of law,"
17 and observed that the \$11,000 purchase price was 23 percent of the property's fair market value
18 and therefore the sales price was "not obviously inadequate." *Id.*

19 In support, the *Nationstar* Court acknowledged the decision in *Golden v. Tomiyasu*, 79
20 Nev. 503, 514, 387 P.2d 989, 995 (1963), wherein the Supreme Court upheld a sale with a
21 purchase price that was 29 percent of fair market value. The Court relied upon the
22 Restatement's suggestion that a sale for less than 20 percent of the property's fair market value
23 may "[g]enerally" be invalidated by a court. *Nationstar*, 133 Nev. Adv. Rep. 91, 405 P. 3d at
24 647, quoting *Shadow Wood*, 132 Nev. Adv. Op. 5, 366 P. 3d at 1112-13 (quoting *Restatement*
25 *(Third) of Prop.: Mortgages § 8.3 (1997)*). The analysis then turned to whether the sale was
26 affected by fraud, unfairness, or oppression. *Id.*

27 The citation to the Restatement in *Shadow Wood* was not construed as an implicit
28 adoption of a rule that requires invalidating any foreclosure sale with a purchase price less than

1 20 percent of a property's fair market value. In particular, the Court in *Nationstar* noted that
2 adopting the Restatement would be inconsistent with this court's holding in *Golden* that
3 "inadequacy of price, however gross, is not in itself a sufficient ground for setting aside a
4 trustee's sale" absent additional "proof of some element of fraud, unfairness, or oppression as
5 accounts for and brings about the inadequacy of price." *Nationstar*, 133 Nev. Adv. Rep. 91, 405
6 P. 3d at 648, quoting *Golden*, 79 Nev. at 514, 387 P.2d at 995.

7 Although the Court in *Nationstar* declined to adopt the Restatement's 20-percent
8 standard or any other hard-and-fast dividing line based solely on price, the Court did not say
9 that price is wholly irrelevant. In fact, *Golden* recognized that the price/fair-market-value
10 disparity is a relevant consideration because a wide disparity may require less evidence of fraud,
11 unfairness, or oppression to justify setting aside the sale:

12 [I]t is universally recognized that inadequacy of price is a
13 circumstance of greater or less weight to be considered in
14 connection with other circumstances impeaching the fairness of the
15 transaction as a cause of vacating it, and that, where the
16 inadequacy is palpable and great, **very slight additional evidence
of unfairness or irregularity is sufficient to authorize the
granting of the relief sought.**

17 *Nationstar*, 133 Nev. Adv. Rep. 91, 405 P. 3d at 648, quoting *Golden*, 79 Nev. at 515-16, 387
18 P.2d at 995 (quoting *Odell v. Cox*, 151 Cal. 70, 90 P. 194, 196 (Cal. 1907) (emphasis added)).
19 "While mere inadequacy of price has rarely been held sufficient in itself to justify setting aside
20 a judicial sale of property, courts are not slow to seize upon other circumstances impeaching the
21 fairness of the transaction as a cause for vacating it, especially if the inadequacy be so gross as
22 to shock the conscience." *Id.* (quoting *Schroeder v. Young*, 161 U.S. 334, 337-38, 16 S. Ct. 512,
23 40 L. Ed. 721 (1896))).

24 Thus, while the *Nationstar* Court continued to endorse *Golden's* approach to evaluating
25 the validity of foreclosure sales: mere inadequacy of price is not in itself sufficient to set aside
26 the foreclosure sale, it must be considered together with any alleged irregularities in the sales
27 process to determine whether the sale was affected by fraud, unfairness, or oppression. *See Id.*
28 Although the *Nationstar* Court declined to adopt the Restatements suggestion that a foreclosure

1 sale for less than 20 percent of fair market value necessarily invalidates the sale, it is a factor
2 that must be considered. Here, it is undisputed that the foreclosure sale price was less than 20
3 percent of the fair market value. See Tobin Declaration, ¶¶ 52-65.

4 Thus, we must now look to the irregularities in the foreclosure sale. Irregularities that
5 may rise to the level of fraud, unfairness, or oppression include an HOA's failure to mail a deed
6 of trust beneficiary the statutorily required notices, *see SFR Invs. Pool 1, LLC v. U.S. Bank,*
7 *N.A.*, 130 Nev., Adv. Op. 75, 334 P.3d 408, 418 (2014). In the interest of brevity, all of the
8 HOA's irregularities will not be repeated here. The irregularities in the foreclosure process are
9 set forth in detail in Tobin's Declaration and require that SCA's motion be denied as there are
10 significant issues of disputed fact that can only be resolved at trial. Generally, the HOA did not
11 properly credit payments (Tobin Declaration, ¶¶ 20-22), the HOA failed to accurately calculate
12 the amount due (Tobin Declaration, ¶¶ 23-30), the HOA failed to give proper notice of the
13 foreclosure sale (Tobin Declaration, ¶¶ 31-33, 37-38), and the Notice of Sale was cancelled and
14 not replaced (Tobin Declaration, ¶¶ 42-43).

15 To escape its own wrongful conduct, the HOA argues that Tobin is not entitled to
16 equitable relief under theories of equitable estoppel or unclean hands. While Tobin might have
17 innocently mis-recalled the delivery of one check, that alone should not and cannot prevent her
18 from seeking and obtaining equitable relief, especially in light the failings of the HOA to
19 conduct a fair foreclosure sale. If anyone has unclean hands in this matter, it is the HOA and its
20 accomplice, RRFS. Certainly, there can be no doubt that there is at least **slight evidence of**
21 **unfairness or irregularity sufficient to have the foreclosure sale set aside and title vested in**
22 **the name of the Trust.**

23 CONCLUSION

24 Summary judgment is only appropriate when, after a review of the record viewed in a
25 light most favorable to the non-moving party, there remain no issues of material fact, and the
26 moving party is entitled to judgment as a matter of law. Here, as detailed in the Tobin
27 Declaration, there are numerous material issues of fact in dispute; as such Cross-Defendant Sun
28 City Anthem Community Association's Motion should be denied.

1 For the foregoing reasons Cross-Claimant Nona Tobin respectfully requests that the
2 Court deny Cross-Defendant Sun City Anthem Community Association's Motion for Summary
3 Judgment.

4 Dated this 5 day of March, 2019.

5 MUSHKIN • CICA • COPPEDGE

6
7 

8 MICHAEL R. MUSHKIN, ESQ.
9 Nevada State Bar No. 2421
10 L. JOE COPPEDGE, ESQ.
11 Nevada State Bar No. 4954
12 4495 South Pecos Road
13 Las Vegas, Nevada 89121
14 *Attorneys for Nona Tobin, an individual and
15 as Trustee of the Gordon B. Hansen Trust*

16 **CERTIFICATE OF SERVICE**

17 I hereby certify that the foregoing **Cross-Claimant Nona Tobin's Opposition to**
18 **Cross-Defendant Sun City Anthem Community Association's Motion for Summary**
19 **Judgment** was submitted electronically for filing and/or service with the Eighth Judicial
20 District Court on this 5th day of March, 2019. Electronic service of the foregoing document
21 shall be upon all parties listed on the Odyssey eFileNV service contact list:

22 
23 An employee of
24 MUSHKIN • CICA • COPPEDGE

EXHIBIT "A"

AA 000896

1 MICHAEL R. MUSHKIN
Nevada Bar No. 2421
2 L. JOE COPPEDGE
Nevada Bar No. 4954
3 MUSHKIN CICA COPPEDGE
4 4495 S. Pecos Road
Las Vegas, NV 89121
5 Telephone: 702-454-3333
6 Facsimile: 702-386-4979
7 Michael@mushlaw.com
Joe@mushlaw.com

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

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

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

14 Plaintiffs,

15 vs.

17 BANK OF AMERICA, N.A.; SUN CITY
18 ANTHEM COMMUNITY ASSOCIATION.;
DOES I through X and ROES BUSINESS
19 ENTITIES 1 through 10, inclusive,

20 Defendants.

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

Department: XXXI

21 And Related Matters.

22 **DECLARATION OF NONA TOBIN IN SUPPORT OF OPPOSITION TO SUN CITY**
23 **ANTHEM COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT**

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

25 I have personal knowledge of the facts stated herein, except for those facts stated to be
26 based upon information and belief. If called to do so, I would truthfully and competently testify
27 to the facts stated herein, except those facts stated to be based upon information and relief. I
28 make this declaration in support of Counterclaimant/Cross-Claimant Nona Tobin's Opposition

1 to Cross-Defendant Sun City Anthem Community Association's Motion for Summary
2 Judgment and in Opposition to Nationstar's Limited Joinder.

3 1. I have lived in Sun City Anthem at 2664 Olivia Heights Avenue since February
4 20, 2004 and have been an owner in good standing the entire time.

5 2. On or about July 31, 2003, Gordon B. Hansen, together with his then wife
6 Marilyn, purchased the property located at 2763 White Sage Drive, Henderson, Nevada 89052,
7 APN 191-13-811-052 (the "Property"). See Deed, Exhibit 1.

8 3. Gordon and Marilyn divorced, and on or about June 10, 2004, Marilyn Hansen
9 quit claimed the Property to Gordon Hansen as a part of the divorce settlement. See Quitclaim
10 Deed, Exhibit 2.

11 4. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed,
12 and Nona Tobin was identified as a successor trustee. See Trust, Exhibit 3.

13 5. On August 27, 2008, title to the property was transferred to the Gordon B.
14 Hansen Trust. See Deed, Exhibit 4.

15 6. Gordon B. Hansen died on January 14, 2012, and I became the sole trustee of the
16 Trust. See Certificate of Death, Exhibit 5.

17 7. I paid the HOA dues and late fees for three quarters after Gordon Hansen's
18 death.

19 8. I did not recall the timing and method of submitting the last payment (check 143,
20 dated August 17, 2012 of \$275 assessments for the quarter ending September 30, 2012 plus \$25
21 installment late fee, and the anomalies with cancelled checks made me think I had delivered it
22 on August 17, 2012 with the check for the assessments paid for my own house.

23 9. On or about December 24, 2018 I saw SCA00063, a letter signed by me to
24 SCAHOA dated 10/3/12.

25 10. SCA00063 refreshed my memory that check 143 was sent with instructions to
26 collect future assessments out of escrow because the house had been sold and to direct questions
27 to Real Estate Broker Doug Proudfit, who was also a long-time SCA owner in good standing.

28 11. SCA agents, RMI community manager, and its affiliate, Red Rock Financial

1 Services ("RRFS") ignored the notice that the property had been sold and did not follow, or
2 even acknowledge, the explicit instructions, that the \$300 check was for "HOA dues"

3 12. The payment for "HOA dues" was applied on October 18, 2012 to unauthorized
4 and unnecessary collection fees despite the NRS 116A.640(8) explicit prohibition against
5 "Intentionally apply(ing) a payment of an assessment from a unit's owner towards any fine, fee
6 or other charge that is due."

7 13. I made no attempt to evaluate or reduce the RRFS demands for fees as I had
8 contracted with Proudfit Realty to complete a short sale and expected the bank and the new
9 owner to arrange to pay the HOA the full amount due.

10 14. SCA's claim, in the motion for summary judgment, that I had also attached to the
11 October 3, 2012 letter a notice of sanction dated September 20, 2012 is false, and I believe an
12 attempt to unfairly disparage me rather than a long-standing SCA member in good standing that
13 was trying to sell a house at the bottom of the market on behalf of a deceased homeowner's
14 estate.

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

17 16. There was no third enclosure listed of a September 20, 2012 notice of hearing.

18 17. The September 20, 2012 notice of hearing RRFS says was enclosed with the
19 October 3, 2012 letter could not have come from me as I obviously would only have had the
20 original.

21 18. SCA proceeded with unnecessarily with collections and adding unauthorized
22 fees despite two pay off demands from Ticor Title on or about December 20, 2012 and January
23 16, 2013.

24 19. SCA managing and collection agents ignored the fact that both the real estate
25 agent Doug Proudfit and the executor of the estate, Nona Tobin, both long-term SCA
26 homeowners in good standing who had no interest in the HOA not receiving all assessments
27 that were due and were working diligently to sell the property after the market had crashed.

28 20. Check no. 143 was payment for the HOA quarterly dues for the Property for the

1 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in
2 the amount of \$25.00. Check no. 143 cleared the bank until October 23, 2012. See check no.
3 143, Exhibit 6.

4 21. Check No. 143 in the amount of \$300.00 was incorrectly credited by the HOA's
5 debt collector, Red Rock Financial Services ("RRFS") to the account for the Property on or
6 about October 18, 2012 as shown by the RRFS ledger sent on November 5, 2012 to the Property
7 (but not the owner's address of record). See Ledger, Exhibit 7.

8 22. The Resident Transaction Report shows that the \$300 from check no. 143 was
9 credited as "Collection Payment Part(ial)" rather than as \$275 plus \$25 late fee for the July
10 2012 quarter, which would have brought the account current with a zero balance instead of the
11 \$495.15 RRFS claimed was still owing. See Ledger, Exhibit 7. NRS116A.640(8) prohibits an
12 HOA agent from applying assessment payments to "any fine, fee or other charge that is due".

13 23. On or about September 13, 2012, the RRFS ledger shows charges of \$150.00 for
14 "Management Company Collection Cost", and \$125.00 + mailing fees for an "Intent to Lien
15 Letter" on the Property's account with the HOA, unauthorized as the account was referred to
16 collection before there was a default. The error of adding and compounding collection fees
17 which were not owing was never corrected by the HOA. See Ledger, Exhibit 7.

18 24. The legal framework requires that prior to sanctioning an owner for an alleged
19 violation of the governing documents, such as delinquent assessments, the Board must provide a
20 specific notice of violation, a notice of violation hearing, notice of sanction (hearing
21 determination), notice of appeal, appeal determination letter.

22 25. SCA did not provide me any of these notices prior to the imposition of fines
23 misnamed as collection costs.

24 26. SCA imposed progressively more serious and disproportionate sanctions for the
25 alleged violation of delinquent assessments, up to and including foreclosure, without providing
26 any meaningful and compliant due process.

27 27. SCA claims to have sent a September 17, 2012 notice of intent to lien, that I do
28 not have any record or recollection of having received.

1 28. Even if sent, that notice was defective and non-compliant

2 a. There was no preceding notice of violation,

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

5 c. Only \$25 late fee was authorized on July 31, 2012 when the payment is
6 30 days late

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

9 e. An excessive, non-negotiable fee, of \$317.94, which SCA collection
10 agent claimed must be disputed within 30 days of a notice I didn't get, is not a
11 "collection cost", it is a fine and a sanction.

12 29. On or about December 14, 2012, the HOA caused a Notice of Delinquent
13 Assessments (the "Lien") to be recorded against the Property which claimed the amount of
14 \$925.76 was delinquent and owed as of December 5, 2012 when at that time, only \$275.00 was
15 due and owing for the period commencing October 1, 2012. The Lien included erroneous
16 charges and did not credit assessments paid when the amount was below the minimum past due
17 amount when collection can begin. See Lien, Exhibit 8.

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

21 31. On or about March 12, 2013, a Notice of Default and Election to Sale (the "First
22 Notice of Default") was issued and served by RRFS. See First Notice of Default, Exhibit 9.

23 32. The First Notice of Default was rescinded on or about April 3, 2013. See
24 Recorded Rescission of Notice of Default, Exhibit 10.

25 33. On or about April 8, 2013, a second Notice of Default and Election to Sale (the
26 "Second Notice of Default") was issued and served by RRFS. This notice incorrectly states that
27 no payments of any kind have been made since July 1, 2012, contradicting RRFS' own October
28 18, 2012 ledger entry which credits Check No. 143 in the amount of \$300.00, albeit to fees

1 instead of first to assessments. See Letter to Property with RRFS Ledger, Exhibit 7.

2 34. On or about April 30, 2013, RRFS responded to a payoff demand from "Miles
3 Bauer", agents for Bank of America (BANA), and claimed that \$2,876.95 was due and payable
4 as of April 30, 2013. See May 29, 2013 Red Rock Financial Services Ledger, Exhibit 11.

5 35. On or about May 9, 2013, Miles Bauer tendered \$825 for the nine months of
6 assessments which were at that point in time delinquent. However, RRFS refused BANA's
7 tender without notifying the SCA Board.

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

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

13 38. On March 28, 2014, RRFS sent an Accounting ledger to Chicago Title in
14 response to a payoff demand related to a contingent sale to Red Rock Region Investments LLC
15 in which the amount before fees claimed as due and owing on February 11, 2014 was
16 \$4,240.10, and that the amount due on March 28, 2014 was \$4,687.64. See Accounting Ledger,
17 Exhibit 13. Note that the Notice of Sale claims that \$5,081.45 was due as of 2/11/14 but no
18 ledger went to the owner with the Notice of Sale recorded on 2/12/14.

19 39. On or about February 20, 2014, I signed a new listing agreement with Craig
20 Leidy, also a long time SCA owner in good standing.

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

24 41. NRS 116.3116 was violated when RRFS refused two tenders of the super-
25 priority amount, one May 9, 2013 from BANA, and the second from Nationstar on June 5,
26 2014.

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

1 Ombudsman that the Notice of Sale was cancelled, the Trustee sale was cancelled, and the
2 Owner was retained. See Compliance View Screen, Exhibit 14.

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

5 44. The August 22, 2014 Foreclosure Deed, the recording of which was requested by
6 Opportunity Homes, LLC claims the Property was sold for \$63,100 based upon the First Notice
7 of Default, dated March 12, 2013, which was rescinded on April 3, 2013. See Recorded
8 Rescission of Notice of Default, Exhibit 10.

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

13 46. SCA did not provide the notices required by NRS 116.31162(4)

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

16 (b) A proposed repayment plan; and

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

19 47. NRS 116.31164(3)(b) (2013) requires that "the person conducting the
20 sale...deliver a copy of the deed to the Ombudsman within 30 day after the deed is delivered to
21 the purchaser...", but no foreclosure deed has ever been delivered to the Ombudsman. See
22 OMB Compliance screen, Exhibit 14.

23 48. NRS 116.31164 (3)(c) 1-5 requires the order in which the proceeds of the sale
24 are to be paid out. No distribution was made to any claimant out of the reported \$63,100
25 collected for the sale except for the \$2,701.04 that paid the HOA in full.

26 49. I attempted to make a claim for the proceeds in September 2014 but was rebuffed
27 by RRFS, which falsely claimed that the proceeds had been deposited with the court for
28 interpleader.

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

4 51. On September 16, 2016, SCA refused my request for SCA records of its
5 compliance actions against the owner of the Property without a court order.

6 52. I signed to approve purchase offers for four sales which did not come out of
7 escrow due to the actions of BANA and Nationstar.

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

11 54. A second offer to purchase the Property was made on May 10, 2013 for
12 \$395,000.00.

13 55. I offered to return the property to BANA on a deed in lieu in mid-2013, but
14 BANA rejected it claiming the title wasn't clear.

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

18 57. The auction.com sale period was from May 4, 2014 to May 8, 2014 when it was
19 sold to the high bidder for \$367,500, pending approval by the beneficiary.

20 58. Nationstar's negotiator would not accept either the \$340,000 offer held in
21 abeyance nor would it accept the \$367,000 from the auction.com sale.

22 59. When listing agent Leidy put a notice on the MLS on July 25, 2014 that the
23 property was back on the market, he indicated he had worked out all the other liens and it
24 should close quickly.

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

27 61. I signed a counter-offer on August 1, 2014 for \$375,000.

28 62. At the same time, Nationstar required that the asking price on the listing be

1 raised to \$390,000.

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

6 64. The Nevada Statement of Value recorded on August 22, 2014 for the purpose of
7 establishing the Real Property Transfer Tax (RPPT) stated the RPPT market value was
8 \$353,529.

9 65. At the time of the foreclosure sale, based upon the various offers to purchase the
10 Property, it is my opinion that the value of the Property was not less than \$358,800.00

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

13 67. SCA official ownership records, however, do not have any entry that shows SCA
14 foreclosed on this property nor that either Thomas Lucas nor Opportunity Homes LLC ever
15 owned the property.

16 68. Nationstar's limited joinder to declare the sale valid must be denied.

17 69. Nationstar has no knowledge of how SCA conducted the sale and has no basis
18 for claiming that the sale was valid to remove my property rights but was not valid to extinguish
19 a deed of trust.

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

22 Dated this 5 day of March 2019.

23
24 /s/ Nona Tobin
25 NONA TOBIN

EXHIBIT "1"

AA 000906

28

20030731
04442

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF
LAWYERS TITLE OF NEVADA

07-31-2003 14:08 CAB

OFFICIAL RECORDS

BOOK / INSTR: 20030731-04442

PAGE COUNT: 3

APN: 191-13-811-052
R.P.T.I. \$ 971.25

3

LAND AMERICA / LAWYERS TITLE:
WHEN RECORDED RETURN TO &
MAIL TAX STATEMENTS TO:
City First Mfg Sery.
379 W. 500 S.
Bountiful, UT 84010

FEE: 16.00
RPTT: 971.25

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That DEL WEBB COMMUNITIES, INC., an Arizona Corporation, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

GORDON B. HANSEN AND MARILYN HANSEN, HUSBAND AND WIFE
AS JOINT TENANTS

all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" Legal Description Attached

SUBJECT TO:

1. Taxes for the fiscal year 2003-2004.
2. Rights of way, reservations restrictions, easements and conditions of record.

AA 000907

Tobin 000001

20030731
.04442

APN: 191-13-811-052

LAND AMERICA / LAWYERS TITLE:

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

WITNESS my hand this 30th day of July, 2003.

DEL WEBB COMMUNITIES, INC., an Arizona Corporation

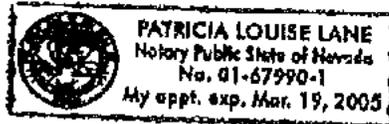
BY: *S. O'Connor*
S. O'CONNOR, Vice President

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

On this 30th day of July, 2003, personally appeared before me, a Notary Public in and for said County and State, S. O'Connor, Vice President, who acknowledged that he executed the above instrument.

WITNESS my hand and official seal.

Patricia Louise Lane
NOTARY PUBLIC in and for said County and State.



20030731
.04442

ORDER NO.: 03051663

EXHIBIT a

(LEGAL)

APN#191-13-811-052

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.

AA 000909

Tobin 000003

28

20030731
.04442

STATE OF NEVADA DECLARATION OF VALUE

| | |
|---------------------------------|-------------|
| FOR RECORDERS OPTIONAL USE ONLY | |
| Document/Instrument# | _____ |
| Book: _____ | Page: _____ |
| Date of Recording: _____ | |
| Notes: _____ | |

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 Family Residence |
| c) <input type="checkbox"/> Condo/Townhouse | d) <input type="checkbox"/> 2-4 Plex |
| e) <input type="checkbox"/> Apartment Building | f) <input type="checkbox"/> Commercial/Industrial |
| g) <input type="checkbox"/> Agricultural | h) <input type="checkbox"/> Mobile Home |
| i) <input type="checkbox"/> Other | |

3. Total Value/Sales Price of Property: \$382,311.07
 4. Deed in Lieu of Foreclosure Only (value of property) \$ _____
 5. Transfer Tax Value: \$368,311.02
 6. Real Property Transfer Tax Due: \$ 971.25

7. If Exemption Claimed:
 a) Transfer Tax Exemption, per NRS 375.090, Section: _____
 b) Explain Reason for Exemption: _____

8. Partial Interest: Percentage being transferred: _____%

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

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

Signature [Signature] Capacity: GRANTOR
 Signature [Signature] Capacity: GRANTEE

| | |
|---|--|
| SELLER (GRANTOR) INFORMATION (REQUIRED) | BUYER (GRANTEE) INFORMATION (REQUIRED) |
| Print Name: DEL WEBB COMMUNITIES, INC. | Print Name: <u>Hansen</u> |
| Address: 11500 SOUTH EASTERN AVENUE | Address: <u>2763 White Sage Dr.</u> |
| City: HENDERSON | City: <u>Henderson</u> |
| State: NEVADA | State: <u>NV</u> |
| Zip: 89052 | Zip: <u>89052</u> |

COMPANY/PERSON REQUESTING RECORDING
 LAWYERS TITLE OF NEVADA, INC., ESCROW NO.: 03-05-1663-ANJ
 1210 SOUTH VALLEY VIEW BLVD., ESCROW OFFICER: DAPHNE WRIGHT & CATHERINE AGANOS
 LAS VEGAS, NV 89102

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

[Signature]
 AA 000910

Tobin 000004

EXHIBIT “2”

AA 000911

20040511-000547
Fee: \$42.00 RP?? EX905
06/11/2004 15 45 35 12004038379
Req: REBECCA P WALLACE
Frances Deane
Clark County Recorder Pgs 4

APN# 191-12-811-052
11 digit number may be obtained at:
<http://sandgate.co.clark.nv.us/cicsAssessor/owner.htm>

COVER PAGE, DECLARATION OF VALUE
QUITCLAIM DEED
Type of Document
(Example: Declaration of Homestead, Quit Claim Deed, etc.)

cu

Recording requested by:
Rebecca P. Wallace, Esq.

Return to:
Name Rebecca P. Wallace, Esq.
Address 1001 Whitney Ranch Dr, #140
City/State/Zip Henderson, NV 89014

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of \$1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

CS17/01

AA 000912

Tobin 000005

QUITCLAIM DEED

APN#: 191-13-811-052

THIS QUITCLAIM DEED, Executed this _____ day of _____, 2004 by
first party, Gordon B. Hansen & Marilyn Hansen
whose post office address is 2763 White Sage Drive, Henderson, Nevada 89052
to second party, Gordon B. Hansen
whose post office address is 2763 White Sage Drive, Henderson, Nevada 89052

WITNESSETH That the said first party, for good consideration and for the sum of One
and 00/100***** Dollars (\$1.00) paid by the said second party, the receipt whereof is
hereby acknowledged, does hereby remise, release and quitclaim unto the said second party
forever, all the right, title, interest and claim which the said first party 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:

Assessor 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 RECORDER, CLARK COUNTY,
NEVADA.

Property Address: 2763 White Sage Drive
Henderson, Nevada 89052

APN: 191-13-811-052

RECORDING REQUESTED BY:

REBECCA P. WALLACE, ESQ.
1001 Whitney Ranch Dr. #140
Henderson, Nevada 89014

WHEN RECORDED MAIL TO:

REBECCA P. WALLACE, ESQ.
1001 Whitney Ranch Dr. #140
Henderson, Nevada 89014

MAIL TAX STATEMENTS TO:

GORDON B. HANSEN
2763 White Sage Drive
Henderson, Nevada 89052

AA 000913

Tobin 000006

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:

Brenda Ricks
Signature of Witness

Marilyn Hansen
Signature of First Party

BRENDA RICKS
Print name of Witness

Marilyn Hansen
Print name of First Party

Sabrina M. Emmons
Signature of Witness

Gordon B. Hansen
Signature of Second Party

Sabrina M. Emmons
Print name of Witness

Gordon B. Hansen
Print name of Second Party

State of Nevada
County of Clark

On June 4, 2004 before me, Cynthia J. Beard (name of Notary) appeared Marilyn I. Hansen (name of First Party) 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(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.

WITNESS my hand and official seal.

(Seal)

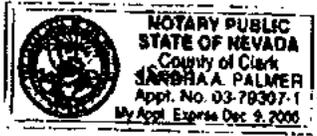
Cynthia J. Beard
Signature of Notary

Affiant Known Produced ID
Type of ID NV DL

State of Nevada
County of Clark

On June 9th 2004 before me, Sandra Palmer (name of Notary) appeared Gordon B. Hansen (name of Second Party) 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(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.

WITNESS my hand and official seal.



Sandra Palmer
Signature of Notary

Affiant Known Produced ID
Type of ID NV DL

AA 000914

Tobin 000007

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
 a) 191-13-011-052
 b) _____
 c) _____
 d) _____

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

FOR RECORDERS OPTIONAL USE ONLY
 Document/Instrument #: _____
 Book _____ Page _____
 Date of Recording: _____
 Notes _____

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

4. If Exemption Claimed:
 a. Transfer Tax Exemption per NRS 375.090, Section 5
 b. Explain Reason for Exemption: Pursuant to Decree of Divorce

5. Part's Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.080 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 Marilyn Hansen Capacity Grantor
 Signature Gordon B. Hansen Capacity Grantor

| | |
|--|---|
| SELLER (GRANTOR) INFORMATION (REQUIRED) | BUYER (GRANTEE) INFORMATION (REQUIRED) |
| Print Name: <u>Marilyn Hansen</u> | Print Name: <u>Gordon B. Hansen</u> |
| Address: <u>2763 White Sage Jr.</u> | Address: <u>2763 White Sage Dr.</u> |
| City: <u>Henderson</u> | City: <u>Henderson</u> |
| State: <u>NV</u> Zip: <u>89052</u> | State: <u>NV</u> Zip: <u>89052</u> |

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
 Print Name: Rebecca P. Wallace, Esq. Escrow # _____
 Address: 1001 Whitney Ranch Dr. #140
 City: Henderson State: NV Zip: 89014

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

5547

AA 000915

Tobin 000008

EXHIBIT “3”

AA 000916

THE GORDON B. HANSEN TRUST
Dated August 22, 2008

Prepared by
Andrew M. Cox, Esq.
GERRARD COX LARSEN
2450 St. Rose Parkway, Suite 200
Henderson, Nevada 89074

AA 000917

Tobin 000009

TABLE OF CONTENTS

ARTICLE I
NAME AND BENEFICIARIES OF THE TRUST 2

ARTICLE II
DISTRIBUTION OF INCOME AND PRINCIPAL
WHILE THE TRUSTOR SHALL LIVE 2

ARTICLE III
INCAPACITY 3

ARTICLE IV
DISTRIBUTION OF HOUSEHOLD AND PERSONAL EFFECTS
AFTER DEATH OF TRUSTOR 3

ARTICLE V
DISTRIBUTION OF INCOME AND PRINCIPAL
AFTER DEATH OF THE TRUSTOR 4

ARTICLE VI
TRUSTEE'S DISCRETION ON DISTRIBUTION TO PRIMARY BENEFICIARIES 7

ARTICLE VII
PROVISIONS RELATING TO TRUSTEESHIP 9

ARTICLE VIII
PROVISIONS RELATING TO TRUSTOR'S POWERS 11

ARTICLE IX
PROVISIONS RELATING TO TRUSTEE'S POWERS 12

ARTICLE X
SUBCHAPTER S STOCK 18

ARTICLE XI
QUALIFIED PLANS AND IRA'S 21

ARTICLE XII
PROTECTION OF AND ACCOUNTING BY TRUSTEE 22

ARTICLE XIII
GENERAL PROVISIONS 23

TRUST AGREEMENT

OF THE GORDON B. HANSEN TRUST

THIS DECLARATION OF TRUST AGREEMENT is made on August 22, 2008, by GORDON B. HANSEN, (hereinafter referred to as the "Trustor" or "Grantor" when reference is made to him in his capacity as creator of this Trust and the transferor of the principal properties thereof), and GORDON B. HANSEN, of Clark County, Nevada (hereinafter referred to as the "Trustee," when reference is made to him in his capacity as Trustee or fiduciary hereunder).

Witness:

WHEREAS, the Trustor desires by this Trust Agreement to establish the "GORDON B. HANSEN TRUST" for the use and purposes hereinafter set forth, to make provisions for the care and management of certain of his present properties and for the ultimate distribution of the Trust properties;

NOW, THEREFORE, the Trustor hereby gives, grants, and transfers to the Trustee, IN TRUST, which Trustee hereby declares that he has received from the Grantor, the property listed on Schedule "A", (which schedule is attached hereto and made a part of this Trust Agreement), TO HAVE AND TO HOLD THE SAME IN TRUST, and to manage, invest and reinvest the same and any additions that may be made from time to time hereto, subject to the provisions of Trust as hereinafter provided.

All property subject to this Trust Indenture shall constitute the Trust estate and shall be held for the purpose of protecting and preserving it, collecting the income therefrom, and making distributions of the principal and income thereof as hereinafter provided.

Additional property may be added to the Trust estate, at any time and from time to time, by the Trustor or any person or persons, by inter vivos act or testamentary transfer, or by insurance contract or Trust designation.

The property comprising the original Trust estate, during the life of the Trustor, shall retain its character as his separate property, as designated on the attached Schedule "A" or document of transfer or conveyance. Property subsequently received by the Trustee during the life of the Trustor may be listed on addenda to Schedule "A" and shall have the separate character designated thereon or on the document of transfer or conveyance.

ARTICLE I

NAME AND BENEFICIARIES OF THE TRUST

- 1.1 **Name.** The Trust created in this instrument may be referred to as the "GORDON B. HANSEN TRUST", and any separate Trust may be referred to by adding the name of the beneficiary.
- 1.2 **Beneficiaries.** The Trust estate created hereby shall be for the use and benefit of GORDON B. HANSEN, and for the other beneficiaries named herein. The name of the fiancé of the Trustor is NONA TOBIN. The name of the one (1) now living child of the Trustor is STEVEN ERIC HANSEN. This child shall hereinafter be designated as the "Child of the Trustor".

ARTICLE II

DISTRIBUTION OF INCOME AND PRINCIPAL WHILE THE TRUSTOR SHALL LIVE

- 2.1 **Distributions While The Trustor Lives.** During the lifetime of GORDON B. HANSEN, he shall be entitled to all income and principal of the Trust property without limitation.
- 2.2 **Use of Residence.** While the Trustor shall live, he may possess and use, without rental or accounting to Trustee, any residence owned by this Trust.

ARTICLE III
INCAPACITY

- 3.1 **Incapacity of Trustor.** If at any time, as certified in writing by two licensed physicians, the Trustor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared him incompetent, mentally ill, or in need of a guardian or conservator, the Trustee shall pay to the Trustor or apply for his benefit, the amounts of net income and principal necessary, in the Trustee's discretion, for the proper health, support and maintenance of the Trustor in accordance with his accustomed manner of living, until the incapacitated Trustor, either in the Trustee's discretion or as certified by two licensed physicians, is again able to manage his own affairs or until his death.
- 3.2 **Reliance on writing.** Anyone dealing with this Trust may rely on the physicians' written statements regarding the Trustor's incapacity, or a photocopy of the statements, presented to them by the Trustee. A third party relying on such written statements shall not incur any liability to any beneficiary for any dealings with the Trustee in reliance upon such written statements. This provision is inserted in this Trust indenture to encourage third parties to deal with the Trustee without the need for court proceedings.

ARTICLE IV
DISTRIBUTION OF HOUSEHOLD AND PERSONAL EFFECTS
AFTER DEATH OF TRUSTOR

- 4.1 **Distribution of Personal Property.** After the death of the Trustor, the Trustee shall retain or distribute all tangible personal property of the deceased Trustor, including but not limited to, furniture, furnishings, rugs, pictures, books, silverplate, linen, china, glassware, objects of art, wearing apparel, jewelry,

ornaments, and automobiles in accordance with any written statement or list that the Trustor leaves disposing of this property. Any such statement or list then in existence shall be determinative with respect to all bequests made therein. Any property not included on said list shall be distributed as follows:

- (a) To NONA TOBIN, for her lifetime use and benefit, if she survives the Trustor.
- (b) Upon the death of NONA TOBIN, the Trustee shall distribute any remaining household and personal effects, which are not distributed by a written statement or list, to STEVEN ERIC HANSEN as he shall select. Any tangible personal property which STEVEN ERIC HANSEN does not select shall be distributed in accordance with Article V below.

ARTICLE V

DISTRIBUTION OF INCOME AND PRINCIPAL

AFTER DEATH OF THE TRUSTOR

- 5.1 Payment of Expenses. Upon the death of the Trustor, the Trustee may, in the Trustee's sole discretion, pay from the income and/or principal of this Trust, the administrative expenses, the expenses of the last illness and funeral of the Trustor, and any other debt owed by Trustor. Following such payments, the principal and undistributed income of the Trust shall be administered and as set forth herein.
- 5.2 Specific Bequest. Upon the death of the Trustor, Thirty-three percent (33%) of the remaining Trust estate shall be held in a separate Trust for the benefit of NONA TOBIN and this Trust share shall be distributed or retained as follows:
 - (a) If, in the opinion of the Trustee, the income and principal from all other sources of which the Trustee has knowledge shall not be sufficient for the education, health, support or maintenance of NONA TOBIN in her accustomed manner of living at the date of the Trustor's death, the Trustee is authorized to use and expend such part of the Trust income and/or principal from this Trust share as is necessary to meet such needs.

- (b) If NONA TOBIN is not then living or upon the death of NONA TOBIN, the remainder of this Trust share, if any, shall be distributed in accordance with Section 5.3 below.

5.3 **Distribution of the Remaining Trust Estate.** Upon the death of the Trustor, after making the required distributions set forth above, any remaining property, both income and principal of this Trust estate, shall be distributed to STEVEN ERIC HANSEN, if he is then living, outright and free of Trust. If STEVEN ERIC HANSEN is not then living, then the remaining Trust estate shall be divided into as many equal shares as there are children of STEVEN ERIC HANSEN who are then living, including the step-daughter of STEVEN ERIC HANSEN, ALIXANDRA LANGE, (hereinafter referred to as "grandchildren of the Trustors" or "grandchild of the Trustors") and grandchildren of the Trustors who are deceased leaving issue then living, and these shares shall be distributed or retained as follows:

- (a) If any grandchild of the Trustors is then the age of Thirty-five (35) years or older, his or her share shall be distributed to him or her outright and free of Trust.
- (b) For each grandchild of the Trustors who is then under the age of Thirty-five (35) years, his or her share shall be retained in a separate Trust and, until the grandchild attains the age of Twenty-five (25) years, the net income and principal from each Trust share shall be distributed to the grandchild as is necessary, in the discretion of the Trustee, for the support, comfort, well-being, education or health needs of the grandchild. After attaining the age of Twenty-five (25) years, the net income from each Trust share shall be distributed at least quarter annually to the grandchild of the Trustors. In addition, principal may be used, in the discretion of the Trustee, for the education or emergency health needs of the beneficiary.
- (c) Upon attaining the age of Twenty-five (25) years, one-third (1/3) of the then value of the grandchild's Trust share shall be distributed to him or her outright and free of Trust. Upon attaining the age of Thirty (30) years, one-half (1/2) of the then value of the grandchild's Trust share shall be distributed to him or her outright and free of Trust. Upon attaining the age of Thirty-five (35) years, the entire remaining balance of the grandchild's Trust share shall be distributed to the grandchild outright and free of Trust. If a grandchild has already attained age Twenty-five (25), Thirty (30), or

Thirty-five (35) at the division date, the Trustee, shall upon making the division, distribute to such grandchild one-third (1/3), two-thirds (2/3), or all of his or her Trust share, respectively.

- (d) If prior to full distribution a grandchild becomes deceased, his or her remaining share shall be distributed outright equally to his or her issue who are then living under the same terms and conditions as set forth in this section or, if there are no then living issue of the grandchild, his or her remaining share shall be distributed outright to his or her then living siblings. However, if any such distributee is one for whom a Trust is then being administered under this Article V, the share of such distributee shall, instead of being distributed outright, be added to that Trust and administered and distributed in accordance with its terms.

5.4 Charging Advances Against Beneficiary's Distributive Shares.

Whenever any Trust assets here under are being divided into shares and, under the provisions of this trust, the share of any person in such assets is required to be charged with any advance (with or without interest on such advance), the actual charging of such advance against such share shall be accounted for on a hotchpot basis; that is, as though the amount of such advance (based on fair market values at the effective date of such advance and including interest thereon, if so provided) were a part of an increase in the Trust assets being divided into shares and as though the amount of such advance had been allocated to and represented a prior partial distribution toward the share of the person who is charged with such advance. Likewise, whenever any Trust assets hereunder are being divided into shares and there is included among those assets a promissory note receivable (or similar monetary obligation due the Trust involved) which its Trustees determine is owed directly or indirectly by any person who is directly or indirectly a beneficiary of one of those shares, (i) such receivable shall be valued at its then face amount (including accrued but unpaid interest thereon, if any) and (ii), in the making of such division into shares, such receivables shall be allocated at such value to the share in which such debtor has a direct or indirect interest (at least insofar as the size of such share permits such allocation).

5.5 **Generation Skipping Trusts.** If the special generation skipping transfer tax exemption election provided by Section 2652(a)(3) of the Internal Revenue Code (Code) is exercised as to any property held in this Trust or if this Trust is receiving property from any other Trust to which the special election has been made, the Trustee is authorized, at any time in the exercise of absolute discretion, to set apart such property in a separate trust so that its inclusion ratio, as defined in Section 2642(a) of the Code is or remains zero. If such Trust(s) is (are) created then any estate or death taxes as well as any discretionary distributions to the Children of the Trustor shall be first charged against and paid out of the principal of the Trust(s) as to which the special election provided by Section 2652(a)(3) is not applicable.

5.6 **Last Resort Clause.** In the event that the principal of the Trust administered under this Article V is not disposed of under the foregoing provisions, the remainder, if any, shall be distributed, outright and free of Trust, to NONA TOBIN, if she is then living. If NONA TOBIN is not then living, the remainder, if any, shall be distributed outright and free of Trust, equally to the heirs at law of GORDON B. HANSEN, their identities and shares to be determined according to the laws of the State of Nevada then in effect relating to the intestate succession of separate property.

ARTICLE VI

TRUSTEE'S DISCRETION ON DISTRIBUTION TO PRIMARY BENEFICIARIES

6.1 **Delay of Distribution.** Notwithstanding the distribution provisions of Article V, the following powers and directions are given to the Trustee:

- (a) If, upon any of the dates described in Article V, the Trustee for any reason described below determines, in the Trustee's sole discretion, that it would not be in the best interest of the beneficiary that a distribution take place, then in that event the said distribution shall be totally or partially postponed until the reason for the postponement has been eliminated. During the period of postponement, the Trustee shall have the absolute

discretion to distribute income or principal to the beneficiary as the Trustee deems advisable for the beneficiary's welfare.

- (b) If said causes for delayed distribution are never removed, then the Trust share of that beneficiary shall continue until the death of the beneficiary and then be distributed as provided in this Trust Instrument. The causes of such delay in the distribution shall be limited to any of the following:
- (1) The current involvement of the beneficiary in a divorce proceeding or a bankruptcy or other insolvency proceeding.
 - (2) The existence of a large judgment against the beneficiary.
 - (3) Chemical abuse or dependency, or the conviction of the beneficiary of a felony, involving drugs or narcotics, unless a five year period has followed said conviction.
 - (4) The existence of any event that would deprive the beneficiary of complete freedom to expend the distribution from the Trust estate according to his or her own desires.
 - (5) In the event that a beneficiary is not residing in the United States of America at any given time, then the Trustee may decline to transmit to him or her any part or all of the income and shall not be required to transmit to him or her any of the principal if, in the Trustee's sole and uncontrolled judgment, the political and/or economic conditions of such place of residence of the beneficiary are such that it is likely the money would not reach him or her, or upon reaching him or her, would be unduly taxed, seized, confiscated, appropriated, or in any way taken from him or her in such a manner as to prevent his or her use and enjoyment of the same.
 - (6) The judicially declared incompetency of the beneficiary.
- (c) The Trustee shall have no duty to inquire or investigate at any time whether an event has occurred that could be cause for a delayed distribution to a beneficiary under this Article VI, and the Trustee shall not be deemed to have knowledge of any event that could be cause for a delayed distribution unless the Trustee has actual knowledge of the happening of any such event prior to the distribution in questions.

- (d) To safeguard the rights of the beneficiary, if any distribution from his or her Trust share has been delayed for more than one (1) year, he or she may apply to the District Court in Las Vegas, Nevada, for a judicial determination as to whether the Trustee has reasonably adhered to the standards set forth herein. The Trustee shall not incur, and is hereby absolved or, and liability arising from or relating to the provisions of this Article VI, except for willful misconduct.

ARTICLE VII

PROVISIONS RELATING TO TRUSTEESHIP

- 7.1 **Successor Trustee.** In the event of the death or incapacity of the original Trustee, NONA TOBIN, currently residing in Henderson, Nevada, shall serve as the Successor Trustee of all of the Trusts hereunder. If NONA TOBIN should become deceased, unable or unwilling to serve as a Successor Trustee, STEVEN ERIC HANSEN, currently residing in Tehachapi, California, shall serve as Successor Trustee of all of the Trusts hereunder. In determining the incapacity of any Trustee serving hereunder, the guidelines set forth in Section 3.1 may be followed.

If no Successor Trustee is designated to act in the event of the death, incapacity or resignation of the Trustee then acting, or no Successor Trustee accepts the office, the Trustee then acting may appoint a Successor Trustee. If no such appointment is made, the majority of the adult beneficiaries entitled to distribution from this trust may appoint a Successor Trustee.

- 7.2 **Liability Of Successor Trustee.** No Successor Trustee shall be liable for the acts, omissions, or default of a prior Trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the Trust, no Successor Trustee shall have any duty to audit or investigate the accounts or administration of any such Trustee, and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and

without incurring any liability to any person claiming or having an interest in the Trust.

- 7.3 **Acceptance By Trustee.** A Trustee shall become Trustee or Co-Trustee jointly with any remaining or surviving Co-Trustees, and assume the duties thereof, immediately upon delivery of written acceptance to Trustor, during his lifetime and thereafter to any Trustee hereunder, or to any beneficiary hereunder, if for any reason there shall be no Trustee then serving, without the necessity of any other act, conveyance, or transfer.
- 7.4 **Delegation By Trustee.** Any individual Co-Trustee shall have the right at any time, by an instrument in writing delivered to the other Co-Trustee, to delegate to such other Co-Trustee any and all of the Trustee's powers and discretion.
- 7.5 **Resignation Of Trustee.** Any Trustee at any time serving hereunder may resign as Trustee by delivering to Trustor, during his lifetime and thereafter to any Trustee hereunder, or to any beneficiary hereunder if for any reason there shall be no Trustee then serving hereunder, an instrument in writing signed by the resigning Trustee.
- 7.6 **Corporate Trustee.** During the Trust periods, if any, that a corporate Trustee acts as Co-Trustee with an individual, the corporate Trustee shall have the unrestricted right to the custody of all securities, funds, and other property of the Trusts and it shall make all payments and distributions provided hereunder.
- 7.7 **Majority.** Subject to any limitations stated elsewhere in this Trust Indenture, all decisions affecting any of the Trust estate shall be made in the following manner: While three or more Trustees, whether corporate or individual, are in office, the determination of a majority shall be binding. If only two Trustees are in office, they must act unanimously.
- 7.8 **Bond.** No bond shall ever be required of any Trustee hereunder.
- 7.9 **Expenses and Fees.** The Successor Trustee shall be reimbursed for all actual expenses incurred in the administration of any Trust created herein. The

Successor Trustee shall be entitled to reasonable compensation for service rendered to the Trust. In no event, however, shall the fees exceed those fees that would have been charged by state or federal banks in the jurisdiction in which the Trust is being governed. However, any corporate Trustee shall be entitled to compensation for its services in accordance with its published fee schedule.

ARTICLE VIII
PROVISIONS RELATING TO TRUSTOR'S POWERS

- 8.1 **Power To Amend.** During the lifetime of the Trustor, this Trust Indenture may be amended in whole or in part by an instrument in writing, signed by the Trustor, and delivered to the Trustee. Upon the death of the Trustor, this Trust Indenture shall not be amended.
- 8.2 **Power To Revoke.** During the lifetime of Trustor, the Trustor may revoke this Trust Indenture by an instrument in writing, signed by the Trustor. Upon revocation, the Trustee shall deliver the revoked portion of the Trust property to the Trustor. Upon the death of the Trustor, this Trust Indenture shall not be revoked.
- 8.3 **Power To Change Trustee.** During the lifetime of the Trustor, he may change the Trustee or Successor Trustee of this Trust by an instrument in writing.
- 8.4 **Additions To Trust.** Any additional property acceptable to the Trustee may be transferred to this Trust. The property shall be subject to the terms of this Trust.
- 8.5 **Gift Program.** If the Trustor becomes legally incompetent, or if in the Trustee's judgment reasonable doubt exists regarding capacity, the Trustee is authorized in such Trustee's sole discretion to continue any gift program which the Trustor had previously commenced, to make use of the federal gift tax annual exclusion. Such gifts may be made outright or in trust.

ARTICLE IX
PROVISIONS RELATING TO TRUSTEE'S POWERS

9.1 **Management Of Trust Property.** With respect to the Trust property, except as otherwise specifically provided in this Trust, the Trustee shall have all powers now or hereafter conferred upon trustees by applicable state law, and also those powers appropriate to the orderly and effective administration of the Trust. Any expenditure involved in the exercise of the Trustee's powers shall be borne by the Trust estate. Such powers shall include, but not be limited to, the following powers with respect to the assets in the Trust estate:

- (a) To register any securities or other property held hereunder in the name of the Trustee or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustee shall show that all such investments are part of his respective funds.
- (b) To hold, manage, invest and account for the separate trusts in one or more consolidated funds, in whole or in part, as he may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustee's books of account.
- (c) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- (d) To borrow money, mortgage, hypothecate, pledge or lease Trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (e) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of his discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of trust funds.

- (f) To invest and reinvest in his absolute discretion, and he shall not be restricted in his choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.
- (g) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (h) To institute, compromise, and defend any actions and proceedings.
- (i) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.
- (j) To partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustee may deem necessary to make division or partial or final distribution of any of the Trusts.
- (k) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.
- (l) To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustees, or by direct payment of such beneficiary's expenses.
- (m) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- (n) To accept additions of property to the Trusts, whether made by the Trustor, a member of the Trustor's family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.
- (o) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustee may determine, without regard to the amount of any such deposit or to

whether or not it would otherwise be a suitable investment for funds of a trust.

- (p) To open and maintain safety deposit boxes in the name of this Trust.
- (q) To make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustor requests but does not direct, that the Trustee make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.
- (r) The powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.
- (s) The enumeration of certain powers of the Trustee shall not limit his general powers, subject always to the discharge of his fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.
- (t) The Trustee shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.
- (u) In regard to the operation of any closely held business of the Trust, the Trustee shall have the following powers:
 - (1) The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.
 - (2) The power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and

degree of the fiduciary's active participation in the management of the business and to that end to delegate all or any part of the power to supervise, manage or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.

- (3) The power to engage, compensate and discharge, or as a stockholder owning the stock of the Corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants or other representatives, including anyone who may be a beneficiary or Trustee hereunder.
 - (4) The power to become or continue to be an officer, director or employee of a Corporation and to be paid reasonable compensation from such Corporation as such officer, director and employee, in addition to any compensation otherwise allowed by law.
 - (5) The power to invest or employ in such business such other assets of the Trust estate.
- (v) To borrow money at interest rates then prevailing from any individual, bank or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the Trust property by mortgage, pledge, or otherwise, to make a guaranty of, including a third party guaranty.

9.2 **Limitation on Discretionary Power.** The Trustee's discretion to distribute income and principal to a beneficiary who is also a Trustee shall be limited, with respect to such Trustee, to distributions for the beneficiary's health, education, maintenance and support.

9.3 **Power to Appoint Agent.** The Trustee is authorized to employ attorneys, accountants, investment managers, specialists, and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said investment manager the discretionary power to acquire and dispose of assets of the Trust. The Trustee may charge the

compensation of such attorneys, accountants, investment managers, specialists, and other agents against the Trust, including any other related expenses.

9.4 **Broad Powers Of Distribution.** After the death of the Trustor, upon any division or partial or final distribution of the Trust estate, the successor Trustee shall have the power to partition, allot and distribute the Trust estate in undivided interest or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee, in the Trustee's discretion, considers necessary to make such division or distribution. In making any division or partial or final distribution of the Trust estate, the Trustee shall be under no obligation to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. Rather, the Trustee may, in the Trustee's discretion, make non pro rata divisions between Trusts or shares and non pro rata distributions to beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value. The income tax basis of assets allocated or distributed non pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee, in his or her discretion, and no adjustment need be made to compensate for any difference in basis.

9.5 **Merger of Identical Trusts.** Should the Trustee of any separate trust hereunder at any time also be the Trustee of a trust having substantially identical dispositive provisions for the benefit of the same beneficiary or beneficiaries but created under some other trust agreement, such two identical trusts may, in the discretion of such Trustee, be merged together and thereafter administered as one single trust under the trust agreement having the earliest rule against perpetuities savings clause date. Where such a merger would be thus authorized but for differences in the identity of the contingent remainder beneficiaries of such otherwise mergeable trusts, such trusts may instead be consolidated together in a new trust created by the Trustee of such otherwise mergeable trusts under a new trust instrument executed by it having all of the same provisions as would

apply to such a merger except those provisions relating to contingent remainder interests, which provisions shall be written in such manner as to preserve the relative interests of the different contingent remainder beneficiaries having an interest therein on the basis of the fair market value of the net assets of each trust entering into such consolidation as of the effective date of such consolidation as reasonably determined by such Trustee.

9.6 **Special Needs Trust.** If any beneficiary has any special needs where government assistance is utilized, and if any direct or indirect distribution from this Trust to or on behalf of the beneficiary may jeopardize the beneficiary's ability to qualify for government assistance, then the vesting of said beneficiary's share may, in the Trustee's discretion, be postponed until the Trustee(s) does as follows, if possible: the Trustee(s) is specifically empowered to place that beneficiary's share into a discretionary Special Needs Trust under the applicable state and federal statutes. The terms of the discretionary Special Needs Trust shall be such terms as are provided by default under the applicable state and federal statutes, as well as such other terms as are necessary in the discretion of the Trustee(s) in furtherance of the objectives of this Trust. If required, the Trustee(s) may seek court action to establish this discretionary sub-Trust.

9.7 **Apply For Government Assistance.** The Trustee shall have the power to deal with governmental agencies and to make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly.

9.8 **Catastrophic Health Care Planning.** The Trustee shall have the power to explore and implement planning strategies and options and to plan and accomplish asset preservation in the event the Trustor needs long-term health and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the

Trustor's family residence; (2) pay off, partly or in full, the encumbrance, if any, on the Trustor's family residence; (3) purchase a family residence, if the Trustor does not own one; (4) purchase a more expensive family residence; (5) make gifts of assets for estate planning purposes to the beneficiaries and in the proportions set forth in Article V.

ARTICLE X
SUBCHAPTER S STOCK

10.1 **S-Corporation Stock.** To the extent that any Trust created under this Instrument (for purposes of this Article an "Original Trust") owns or becomes the owner (or would but for this provision become the owner) of shares of stock of any then electing "S corporation" pursuant to Section 1361 et seq. of the Internal Revenue Code, or to the extent that any such Original Trust owns or becomes the owner of shares of stock of any "small business corporation" as defined in Section 1361 (b) of the Internal Revenue Code with respect to which the Trustees desire to continue, make, or allow to be made an S corporation election, the Trustees of such Trust shall have the power at any time, in such Trustees' sole and absolute discretion, the exercise of which shall not be subject to review by any person or court, to terminate said original Trust as to such shares of stock and to allocate, pay, and distribute (or cause to be allocated, paid, and distributed directly from any transferor) some or all of such shares of stock to either (i) a separate and distinct Qualified Subchapter S Trust pursuant to the provisions of paragraph 10.2 below, or (ii) a separate and distinct Electing Small Business Trust pursuant to the provisions of paragraph 10.3 below.

10.2 **Qualified Subchapter S Trust.** In the event shares of stock are allocated, paid, or distributed to a Qualified Subchapter S Trust pursuant to paragraph 10.1 above, such Trust and Trust fund shall be designated with the name of the same Beneficiary with whose name the Original Trust is designated (such Beneficiary

with whose name the Original Trust is designated being for purposes of this Article the only "Beneficiary" of such trust) and shall be held pursuant to the same terms and conditions as the Original Trust, except that, notwithstanding any other provision in this Trust Indenture applicable to the Original Trust:

- (a) Until the death of the Beneficiary of the Qualified Subchapter S Trust, the Trustees of such Qualified Subchapter S Trust shall pay and distribute to such Beneficiary and to no other person all of the net income of the Qualified Subchapter S Trust annually or at more frequent intervals. Any and all income accrued but not paid to the Beneficiary prior to the death of the Beneficiary shall be paid to the estate of the Beneficiary.
- (b) Any distribution of principal from a Qualified Subchapter S Trust may be made only to the Beneficiary then entitled to receive income from such trust.
- (c) The current income Beneficiary's income interest terminates on the earlier of the Beneficiary's death or the termination of the Qualified Subchapter S Trust. If the Qualified Subchapter S Trust terminates during the life of the Beneficiary, all Qualified Subchapter S Trust principal shall distribute to the income Beneficiary.
- (d) Each Qualified Subchapter S Trust is intended to be a Qualified Subchapter S Trust, as defined in Section 1361 (d) of the Internal Revenue Code, as amended, or any successor provisions thereto. Accordingly, no Trustees of any Qualified Subchapter S Trust created pursuant to this Article shall have any power, the possession of which would cause any such Trust to fail to be a Qualified Subchapter S Trust; no power shall be exercisable in such a manner as to cause any such Trust to fail to be a Qualified Subchapter S Trust; and any ambiguity in this Trust Indenture shall be resolved in such a manner that each such trust shall be a Qualified Subchapter S Trust.
- (e) The provisions of Articles V and VI shall have no application to the distribution of income from any Qualified Subchapter S Trust created or continued pursuant to the provisions of this Article.
- (f) Any power provided in Articles V and VI of this Trust Indenture may be exercised with respect to any Qualified Subchapter S Trust created pursuant to this Article if and only if, or to the extent that, the exercise of any such power shall not violate the provisions of this Article and shall

not impair or disqualify the Qualified Subchapter S Trust status of such trust.

10.3 **Electing Small Business Trust.** In the event shares of stock are allocated, paid, or distributed to an Electing Small Business Trust pursuant to paragraph 10.1 above, the Trustee shall make the proper Small Business Trust election, and such Trust and Trust fund shall be designated with a name chosen at the Trustee's discretion, and shall be held pursuant to the same terms and conditions as the Original Trust except that, notwithstanding any other provision in this Trust Indenture applicable to the Original Trust:

- (a) The Electing Small Business Trust shall not have as a beneficiary any person other than an individual or an estate, except that a charitable organization described in paragraph (2), (3), (4) or (5) of Section 170(c) of the Internal Revenue Code may hold a contingent interest.
- (b) No interest in the Electing Small Business Trust may be acquired by purchase.
- (c) Each Electing Small Business Trust is intended to be an Electing Small Business Trust, as defined in Section 1361(e) of the Internal Revenue Code, as amended, or any successor provisions thereto. Accordingly, no Trustees of any Electing Small Business Trust created pursuant to this Article shall have any power, the possession of which would cause any such Trust to fail to be a Electing Small Business Trust; no power shall be exercisable in such a manner as to cause any such Trust to fail to be an Electing Small Business Trust; and any ambiguity in this Trust Indenture shall be resolved in such a manner that each such trust shall be an Electing Small Business Trust.

10.4 **Effect on Beneficiaries.** In granting to the Trustee the discretion to create one or more Qualified Subchapter S Trusts and/or Electing Small Business Trusts as herein provided, the Trustor recognizes that the interest of present or future beneficiaries may be increased or diminished upon the exercise of such discretion.

ARTICLE XI
QUALIFIED PLANS AND IRA'S

- 11.1 Any Trust created hereunder may receive distributions from a Qualified Plan (as defined below). In the event a Trust which is named as a designated beneficiary of a Qualified Plan is subdivided into separate sub-trusts, the Trustee may, in the Trustee's discretion, allocate the Qualified Plan in such manner as the Trustee determines, provided that the Qualified Plan shall be allocated only to a Trust which is or becomes irrevocable at the death of the owner of the Qualified Plan, and provided further that no allocation shall be made which would cause immediate income tax recognition of the Qualified Plan.
- 11.2 The Trustee is directed to take all steps necessary to qualify the Trust as a "designated beneficiary" for purposes of the minimum distribution rules set forth in § 401(a)(9) of the Code. This includes providing appropriate documentation to the plan administrator of each Qualified Plan (including the custodian of each individual retirement account) by October 31 of the calendar year immediately following the calendar year in which the Trustor's death occurs, consistent with the requirements of Treas. Reg. § 1.401(a)(9)-4, A-6.
- 11.3 The Trustee is further directed to receive annually from the Qualified Plan the minimum distribution amounts based on the beneficiary's life expectancy, and to immediately distribute such amounts to the beneficiary of the Trust or sub-Trust, as the case may be.
- 11.4 For purposes of this Article XI, the account balance in any Qualified Plan at the Trustor's death shall be considered Trust principal. Income from a Qualified Plan shall mean income in a trust accounting sense, determined under the provisions of this Declaration as if the Qualified Plan were a Trust, without regard to any provisions of the Code defining income for federal income tax purposes.

11.5 Notwithstanding any other provision of this Declaration, no debt, estate tax or expense of administration arising at the death of a trustor may be paid from a Qualified Plan for which a Trust created hereunder is designated as beneficiary. Estate taxes or GST taxes arising upon the death of a Trustor shall not be apportioned to assets held in a Qualified Plan except to the extent that failure to apportion taxes to assets of a Qualified Plan would cause a substantial disparity in the distribution of Trust assets among beneficiaries of the same class, in which case the taxes apportioned to the Qualified Plan shall be payable from other Trust assets distributable to the beneficiaries. In the alternative, rather than satisfying the taxes from other assets of the Trust, a beneficiary whose interest in the assets of a Qualified Plan is subject to the burden of such taxes may pay the taxes personally if the beneficiary so chooses.

11.6 As used herein, the term "Qualified Plan" refers to any employee benefit plan or individual retirement arrangement that is allowed to accumulate any part of its earnings on an income tax deferred basis under the Code including, without limitation, plans described under I.R.C. § 401, I.R.C. § 403, I.R.C. 408, I.R.C. § 408A, and I.R.C. § 457. A Qualified Plan includes a plan that is reasonably believed to qualify under one or more such provisions of the Code, even if it is subsequently determined that such plan does not so qualify.

ARTICLE XII

PROTECTION OF AND ACCOUNTING BY TRUSTEE

12.1 **Protection.** The Trustee shall not be liable for any loss or injury to the property at any time held by him hereunder, except only such as may result from his fraud, willful misconduct, or gross negligence. Every election, determination, or other exercise by Trustee of any discretion vested, either expressly or by implication, in him, pursuant to this Trust Indenture, whether made upon a

question actually raised or implied in his acts and proceedings, shall be conclusive and binding upon all parties in interest.

- 12.2 **Accounting.** Upon the written request delivered or mailed to the Trustee by an income beneficiary hereunder, the Trustee shall render a written statement of the financial status of the Trust. Such statement shall include the receipts and disbursements of the Trust for the period requested or for the period transpired since the last statement and the principal of the Trust at the end of such period. Statements need not be rendered more frequently than annually.

ARTICLE XIII
GENERAL PROVISIONS

- 13.1 **Controlling Law.** This Trust Indenture is executed under the laws of the State of Nevada and shall in all respects be administered by the laws of the State of Nevada; provided, however, the Trustee shall have the discretion, exercisable at any later time and from time to time, to administer any Trust created hereunder pursuant to the laws of any jurisdiction in which the Trustee may be domiciled, by executing a written instrument acknowledged before a notary public to that effect, and delivered to the then income beneficiaries. If the Trustee exercises the discretion, as above provided, this Trust Indenture shall be administered from that time forth by the laws of the other state or jurisdiction.

- 13.2 **Spendthrift Provision.** No interest in the principal or income of any trust created under this Trust Instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This provision shall not apply to the Trustor's interest in the Trust estate. The income and principal of this Trust shall be paid over to the beneficiary at the time and in the manner provided by the terms of this Trust, and not upon any written or oral order, nor upon any assignment or transfer by the beneficiary, nor by operation of law.

13.3 Perpetuities Savings Clause. Unless terminated earlier in accordance with other provisions of this trust, any trust hereby created or created by the exercise of any power hereunder shall terminate the later of, (1) Twenty-one (21) years after the death of the last survivor of the following: (a) the Trustor; (b) all the issue of Trustor who are living at the death of the Trustor; and (c) all named beneficiaries who are living at the death of the Trustor, or (2) upon the expiration of the maximum period authorized by the laws of the State of Nevada or the state by which the trust is then being governed. Upon such termination, the Trust estate, and any accumulations thereon, shall be distributed to those persons and in the same proportions as the income of the trust is then being paid.

13.4 No-Contest Provision. The Trustor specifically desires that this Trust Indenture and these Trusts created herein be administered and distributed without litigation or dispute of any kind. If any beneficiary of these trusts or any other person, whether stranger, relative or heir, or any legatee or devisee under the Last Will and Testament of either the Trustor or the successors-in-interest of any such persons, including the Trustor's estate under the intestate laws of the State of Nevada or any other state lawfully or indirectly, singly or in conjunction with another person, seek or establish to assert any claim or claims to the assets of these Trusts established herein, or attack, oppose or seek to set aside the administration and distribution of the Trusts, or to invalidate, impair or set aside its provisions, or to have the same or any part thereof declared null and void or diminished, or to defeat or change any part of the provisions of the Trusts established herein, then in any and all of the above-mentioned cases and events, such person or persons shall receive One Dollar (\$1.00), and no more, in lieu of any interest in the assets of the Trusts or interest in income or principal.

13.5 Provision For Others. The Trustor has, except as otherwise expressly provided in this Trust Indenture, intentionally and with full knowledge declined to provide for any and all of his heirs or other persons who may claim an interest in his respective estates or in these Trusts.

- 13.6 **Severability.** In the event any clause, provision or provisions of this Trust Indenture prove to be or be adjudged invalid or void for any reason, then such invalid or void clause, provision or provisions shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.
- 13.7 **Physical Division of Property Not Necessary.** Physical segregation or division of the various trusts created hereunder is not required, except as may be necessary by the termination of any such trust. The Trustee is required to keep separate accounts for the various undivided trusts.
- 13.8 **Distribution Of Small Trust.** If the Trustee, in the Trustee's absolute discretion, determines that the amount held in Trust is not large enough to be administered in Trust on an economical basis, then the Trustee may distribute the Trust assets free of Trust to those persons then entitled to receive the same; or in the case of a minor beneficiary, the Trustee may, in the Trustee's discretion, also distribute to a custodial account under the Uniform Transfers to Minors Act or similar account for the benefit of the minor beneficiary.
- 13.9 **Headings.** The various clause headings used herein are for convenience of reference only and constitute no part of this Trust Indenture.
- 13.10 **More Than One Original.** This Trust Indenture may be executed in any number of copies and each shall constitute an original of one and the same instrument.
- 13.11 **Interpretation.** Whenever it shall be necessary to interpret this Trust, the masculine, feminine and neuter personal pronouns shall be construed interchangeably, and the singular shall include the plural and the singular.
- 13.12 **Definitions.** The following words are defined as follows:
- (a) **"Principal" and "Income".** Except as otherwise specifically provided in this Trust Indenture, the determination of all matters with respect to what is principal and income of the Trust estate and the apportionment and allocation of receipts and expenses thereon shall be governed by the provisions of Nevada's Revised Uniform Principal and Income Act, or its

equivalent, as it may be amended from time to time and so long as such Act does not conflict with any provision of this instrument. Notwithstanding such Act, no allowance for depreciation shall be charged against income or net income payable to any beneficiary.

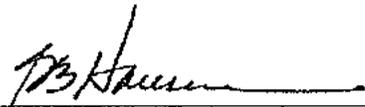
- (b) **"Education"**. Whenever provision is made in this Trust Indenture for payment for the "education" of a beneficiary, the term "education" shall be construed to include private schools, non profit and independent schools, pre-kindergarten through twelfth grade, include technical or trade schooling, college or postgraduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice. In determining payments to be made for a beneficiary's education, the Trustees shall take into consideration the beneficiary's related living and traveling expenses to the extent that they are reasonable.
- (c) **"Child, Children, Descendants or Issue"**. Except as otherwise set forth herein, as used in this instrument, the term "descendants" or "issue" of a person means all of that person's lineal descendants of all generations. The terms "child, children, descendants or issue" include adopted persons and a step-child or step-grandchild.
- (d) **"Tangible Personal Property"**. As used in this instrument, the term "tangible personal property" shall not include money, evidences of indebtedness, documents of title, securities and property used in a trade or business.

13.13 **Health Insurance Portability and Accountability Act Regulations.**

- (a) **HIPAA Regulations Require Special Release and Consent.** The federal regulation known as the Health Insurance Portability and Accountability Act (HIPAA) regarding disclosure of individually identifiable health information necessitates a special release and consent authority to all healthcare providers before medical information will be released to agents of the patient. It is the Trustor's intent to be in compliance with HIPAA.
- (b) **HIPAA Release Authority.** The Trustor hereby instructs that the Trustee(s) be treated as the Trustor wants to be treated with respect to the Trustor's rights and regarding the use and disclosure of the Trustor's individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act, 42 USC 1320d and 45 CFR 160-164.

- (c) **Legal Consent for Disclosure of Health Care Information.** Any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other health care provider, any insurance company, the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services shall give, disclose and release to the Trustor's designated Trustee, without restriction, identifiable health information and medical records regarding any past, present or future medical or mental health condition, to include all information relating to the diagnoses treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse.
- (d) **Supersession of Prior Documents and Expiration Event.** The authority given the Trustee in this HIPAA legal consent shall supercede any prior agreements that the Trustor may have made with the Trustor's health care providers to restrict access or disclosure of the Trustor's individually identifiable health information. The authority given the Trustee has no expiration date and shall expire only in the event that the Trustor revokes the authority in writing and delivers it to the Trustor's health care provider.
- (e) **Release and Hold Harmless Provision.** In order to induce the disclosing party to disclose the aforesaid private and/or protected confidential information, the Trustor hereby forever releases and holds harmless said disclosing party who relies on this instrument from any liability under confidentiality rules arising from HIPAA as a consequence of said disclosure.

EXECUTED in Clark County, Nevada, on August 22, 2008.



GORDON B. HANSEN

ACCEPTANCE BY TRUSTEE

I certify that I have read the foregoing Declaration of Trust and understand the terms and conditions upon which the Trust estate is to be held, managed, and disposed of by me as Trustee. I accept the Declaration of Trust in all particulars and acknowledge receipt of the trust property described in Schedule "A" attached hereto, identified by my signature.

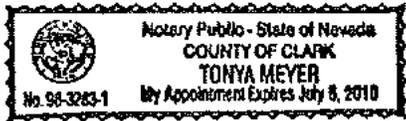


GORDON B. HANSEN

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On August 22, 2008, before me, the undersigned, a Notary Public in and for such County and State, personally appeared GORDON B. HANSEN, known to me to be Trustor and Trustee whose name is subscribed to the within instrument and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.




NOTARY PUBLIC

EXHIBIT “4”

AA 000947

4 -1

20080827-0003627

| | |
|--|---|
| Fee: \$16.00 R/C Fee: \$0.00 08/27/2008 T20080191661 Requestor: LEGAL EXPRESS Debbie Conway Clark County Recorder | RPTT: EX#007 15:28:08 SCR 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 000948

Tobin 000039

Witness his hand this 22nd day of August, 2008.

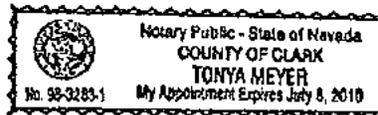
Gordon B. Hansen
GORDON B. HANSEN

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 22nd 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 000949

Tobin 000040

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 000950

Tobin 000041

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number

- a) 191-13-811-052
- b) _____
- c) _____
- d) _____

| FOR RECORDER OPTIONAL USE ONLY | |
|--------------------------------|--------------------|
| Document/Instrument #: | _____ |
| Book | Page: _____ |
| Date of Recording: | <u>End of June</u> |

2. Type of Property:

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

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)

3629

AA 000951

Tobin 000042

EXHIBIT "5"

AA 000952

STATE OF NEVADA - DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH - VITAL STATISTICS

CERTIFICATE OF DEATH

2012000668
STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK
IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

| | | | | | |
|---|--|--|--|--|--|
| 1a. DECEASED NAME (FIRST, MIDDLE, LAST, SUFFIX) Gordon Bruce HANSEN | | 2. DATE OF DEATH (Mo/Day/Year) January 14, 2012 | | 3a. COUNTY OF DEATH Clark | |
| 3b. CITY, TOWN, OR LOCATION OF DEATH Henderson | | 3c. HOSPITAL OR OTHER INSTITUTION (Name if not either, give street and number) St Rose Dominican Hospital Siena Campus | | 3d. If Hosp. or Inst. indicate DOA or Emer. Rm. (Inpatient/Specify) Inpatient | |
| 4. SEX Male | | 5. RACE White | | 6. Hispanic Origin? Specify No / Non-Hispanic | |
| 7a. AGE (Last birthday (Years)) 64 | | 7b. UNDER 1 YEAR MOS / DAYS | | 7c. UNDER 1 DAY HOURS / MINS | |
| 8. DATE OF BIRTH (Mo/Day/Yr) January 26, 1947 | | 9. STATE OF BIRTH (If not U.S.A. name country) California | | 10. CITIZEN OF WHAT COUNTRY United States | |
| 11. EDUCATION 18 | | 11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Divorced | | 12. SURVIVING SPOUSE (If wife, give maiden name) | |
| 13. SOCIAL SECURITY NUMBER 547-68-6401 | | 14a. USUAL OCCUPATION (Give kind of work done during most of Working Life. Even if Retired) Police Officer | | 14b. KIND OF BUSINESS OR INDUSTRY Law Enforcement | |
| 15a. RESIDENCE - STATE Nevada | | 15b. COUNTY Clark | | 15c. CITY, TOWN OR LOCATION Henderson | |
| 15d. STREET AND NUMBER 2864 Oliva Heights Avenue | | 15e. CITY LIMITS (Specify Yes or No) Yes | | 15f. EVER IN U.S. ARMED FORCES? Yes | |
| 16. FATHER(PARENT) NAME (First, Middle, Last, Suffix) Charles Arvid HANSEN | | 17. MOTHER(PARENT) NAME (First, Middle, Last, Suffix) Maud Evelyn LEHSOU | | | |
| 18a. INFORMANT NAME (Type or Print) Steven Eric HANSEN | | 18b. MAILING ADDRESS (Use or R.F.D. No., City or Town, State, Zip) 19813 Mesa Drive Tehachapi, California 93561 | | | |
| 19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Cremation | | 19b. CEMETERY OR CREMATORY - NAME Palm Crematory | | 19c. LOCATION (City or Town, State) Las Vegas Nevada 89101 | |
| 20a. FUNERAL DIRECTOR - SIGNATURE (Of Person Acting as Such) BART BURTON SIGNATURE AUTHENTICATED | | 20b. FUNERAL DIRECTOR LICENSE 50 | | 20c. NAME AND ADDRESS OF FACILITY Neptune Society 8570 Del Webb Blvd Las Vegas NV 89134 | |
| TRADE CALL NAME AND ADDRESS | | | | | |
| 21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) SIGNATURE AUTHENTICATED RITA CHUANG MD | | | | | |
| 21b. DATE SIGNED (Mo/Day/Yr) January 19, 2012 | | 21c. HOUR OF DEATH 19:50 | | 22a. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) | |
| 21d. NAME OF ATTENDING PHYSICIAN (E OTHER THAN CERTIFIER (Type or Print) | | 22b. DATE SIGNED (Mo/Day/Yr) | | 22c. HOUR OF DEATH | |
| 23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) RITA CHUANG MD 2629 Horizon Ridge Henderson, NV 89052 | | 23b. LICENSE NUMBER 9659 | | 23c. PRONOUNCED DEAD AT (Hour) | |
| 24a. REGISTRAR (Signature) SUSAN ZANNIS SIGNATURE AUTHENTICATED | | 24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) January 19, 2012 | | 24c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | |
| 25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c). Interval between onset and death | | | | | |
| (a) Pancreatic cancer | | | | | |
| (b) DUE TO, OR AS A CONSEQUENCE OF | | | | | |
| (c) DUE TO, OR AS A CONSEQUENCE OF | | | | | |
| (d) DUE TO, OR AS A CONSEQUENCE OF | | | | | |
| PART II OTHER SIGNIFICANT CONDITIONS (Conditions contributing to death but not resulting in the underlying cause stated in Part I) | | | | | |
| 26. AUTOPSY (Specify Yes or No) No | | 27. WAS CASE REFERRED TO CORONER (Specify Yes or No) No | | | |
| 28a. AGE, SEX, RACE, HGM, UOEDT OR PENDING INVEST (Specify) | | 28b. DATE OF INJURY (Mo/Day/Yr) | | 28c. HOUR OF INJURY | |
| 28d. INJURY AT WORK (Specify Yes or No) | | 28e. PLACE OF INJURY: At home, farm, street, factory, office building, etc. (Specify) | | 28f. LOCATION: STREET OR R.F.D. No. CITY OR TOWN STATE | |

STATE REGISTRAR

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Southern Nevada Health District from State certified documents as authorized by the State Board of Health pursuant to NRS 440.175.

NOT VALID WITHOUT THE RAISED SEAL OF THE SOUTHERN NEVADA HEALTH DISTRICT

Lawrence K. Sands, D.O., MPH
Registrar of Vital Statistics

By: *[Signature]*

Date Issued: **JAN 20 2012**

EXHIBIT "6"

AA 000954

NONA TOBIN
GORDON B HANSEN
 2884 OLIVA HEIGHTS AVE
 HENDERSON, NV 89052 7039

143
 84-771724
 44

8/17/12
 Date

Pay to the Order of Sun City Anthem Com Assoc \$ 300.00
Three hundred Dollars

Silver Advantage

NEVADA STATE BANK
 THE DOOR TO YOUR FUTURE
 P.O. BOX 500 LAS VEGAS, NEVADA 89155-0500
 nevadastatbank.com

For SUC 1000204800H Nona Jul
 ⑆ 22400779⑆0640052⑆55⑆ 0143 808034 NV

Credited to Acct
 153751166148
 Return Acct 153751166148

Date:10/23/12 Seq #:94234937 Account:640052155 Serial #:143 Amount:\$300.00 Dep Seq #:-

EXHIBIT “7”

AA 000956



Red Rock Financial Services

November 5, 2012

The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634

Dear The Estate of Gordon B. Hansen,

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Red Rock Financial Services is in receipt of the correspondence that the Homeowner has passed away. Our records have been updated to reflect that Gordon B. Hansen has passed away. Please be advised that our office has been retained to collect the delinquent balance owed to Sun City Anthem Community Association. Please contact our office within thirty (30) days from the date of this letter to discuss payment arrangements.

The current balance on the account is \$495.36. Enclosed is an accounting ledger for your review. Payments must be in the form of a cashier's check or money order made payable to Red Rock Financial Services and mailed to the address below. Failure to remit payment within 30 days from the date of this letter may result in the continuation of the collection process at additional costs to you.

Additional information regarding this account can be obtained at www.rrfs.com. Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Sincerely,

Red Rock Financial Services
Enclosure(S)

Red Rock Financial Services ■ 7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rrfs.com ■ Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a banking electronic debit from your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check, or additional amount will be added to the amount. If we cannot collect your electronic payment, we will debit a \$500 amount from your account. Please contact the ACCOUNT EXECUTIVE mentioned at (702) 932-6887 to learn more about payment options should you prefer to not have your payment processed in this manner.

AA 000957

Tobin 00004666

Red Rock Financial Services

Account Detail

Sun City Anthem Community Association

Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634
 Property Address: 2763 White Sage Dr, Henderson, NV 89052
 Hansen, The Estate of Gordon B.

Detailed Summary

| Date | Description | Amount | Balance | Check# |
|------------|---------------------------------------|-----------|----------|--------|
| 10/01/2011 | Sun City Anthem QT Assmt | \$250.00 | \$250.00 | |
| 10/11/2011 | Association Mgmt Payment | -\$240.00 | \$10.00 | 52791 |
| 11/22/2011 | Association Mgmt Payment | -\$10.00 | \$0.00 | 61105 |
| 01/01/2012 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | |
| 01/30/2012 | Late Fee | \$25.00 | \$300.00 | |
| 02/21/2012 | Association Mgmt Payment | -\$300.00 | \$0.00 | 00112 |
| 04/01/2012 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | |
| 04/26/2012 | Association Mgmt Payment | -\$275.00 | \$0.00 | 127 |
| 07/01/2012 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | |
| 07/31/2012 | Late Fee | \$25.00 | \$300.00 | |
| 08/31/2012 | Late Fee | \$25.00 | \$325.00 | |
| 09/13/2012 | Management Company Collection Cost | \$150.00 | \$475.00 | |
| 09/17/2012 | Intent to Lien Letter | \$125.00 | \$600.00 | |
| 09/17/2012 | Intent Mailing Costs | \$8.97 | \$608.97 | |
| 09/17/2012 | Intent Mailing Costs | \$8.97 | \$617.94 | |
| 09/24/2012 | Vendor Adjustment | -\$150.00 | \$467.94 | |
| 09/30/2012 | Late Fee | \$25.00 | \$492.94 | |
| 09/30/2012 | Interest | \$1.21 | \$494.15 | |
| 10/01/2012 | Sun City Anthem QT Assmt | \$275.00 | \$769.15 | |
| 10/18/2012 | Red Rock Partial Payment | -\$300.00 | \$469.15 | PC 143 |
| 10/30/2012 | Association Interest | \$1.21 | \$470.36 | |
| 10/31/2012 | Late Fee | \$25.00 | \$495.36 | |

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-8887 Fax: (702) 341-7733

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Printed: 11/5/12

AA 000958

Tobin 000047

Red Rock Financial Services
Account Detail
Sun City Anthem Community Association
Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Hansen, The Estate of Gordon B.

Detailed Summary

| Date | Description | Amount | Balance | Check# |
|------------|--------------------------|-----------|-----------|--------|
| 07/11/2008 | Association Mgmt Payment | -\$275.00 | \$0.00 | 6578 |
| 09/25/2008 | Association Mgmt Payment | -\$175.00 | -\$175.00 | 02057 |
| 10/01/2008 | Sun City Anthem QT Assmt | \$175.00 | \$0.00 | |
| 12/31/2008 | Association Mgmt Payment | -\$240.00 | -\$240.00 | 02074 |
| 01/01/2009 | Sun City Anthem QT Assmt | \$240.00 | \$0.00 | |
| 04/01/2009 | Sun City Anthem QT Assmt | \$240.00 | \$240.00 | |
| 04/07/2009 | Association Mgmt Payment | -\$240.00 | \$0.00 | 02090 |
| 07/01/2009 | Sun City Anthem QT Assmt | \$240.00 | \$240.00 | |
| 07/13/2009 | Association Mgmt Payment | -\$240.00 | \$0.00 | 23791 |
| 10/09/2009 | Association Mgmt Payment | -\$240.00 | -\$240.00 | 97004 |
| 01/01/2010 | Sun City Anthem QT Assmt | \$240.00 | \$0.00 | |
| 01/25/2010 | Association Mgmt Payment | -\$240.00 | -\$240.00 | 10803 |
| 04/01/2010 | Sun City Anthem QT Assmt | \$240.00 | \$0.00 | |
| 07/01/2010 | Sun City Anthem QT Assmt | \$240.00 | \$240.00 | |
| 07/30/2010 | Late Fee | \$25.00 | \$265.00 | |
| 08/16/2010 | Association Mgmt Payment | -\$265.00 | \$0.00 | 63164 |
| 10/07/2010 | Association Mgmt Payment | -\$240.00 | -\$240.00 | 98965 |
| 01/01/2011 | Sun City Anthem QT Assmt | \$250.00 | \$10.00 | |
| 02/18/2011 | Association Mgmt Payment | -\$10.00 | \$0.00 | 84899 |
| 04/01/2011 | Sun City Anthem QT Assmt | \$250.00 | \$250.00 | |
| 04/30/2011 | Late Fee | \$25.00 | \$275.00 | |
| 05/20/2011 | Association Mgmt Payment | -\$275.00 | \$0.00 | 02215 |
| 07/01/2011 | Sun City Anthem QT Assmt | \$250.00 | \$250.00 | |
| 07/30/2011 | Late Fee | \$25.00 | \$275.00 | |
| 08/18/2011 | Association Mgmt Payment | -\$275.00 | \$0.00 | 02227 |

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Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Printed: 11/5/12

AA 000959

Tobin 000048

Red Rock Financial Services
Account Detail
Sun City Anthem Community Association
Information as of: November 5, 2012

Page 1

Red Rock Financial Services Account Number: R808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Hansen, The Estate of Gordon B.

Detailed Summary

| Date | Description | Amount | Balance | Check# |
|------------|--------------------------|-----------|-----------|--------|
| 01/01/2006 | Quarterly Assessment | \$235.00 | \$235.00 | |
| 02/01/2006 | Association Mgmt Payment | -\$235.00 | \$0.00 | |
| 04/01/2006 | Quarterly Assessment | \$235.00 | \$235.00 | |
| 04/18/2006 | Association Mgmt Payment | -\$235.00 | \$0.00 | |
| 07/01/2006 | Quarterly Assessment | \$235.00 | \$235.00 | |
| 07/12/2006 | Association Mgmt Payment | -\$235.00 | \$0.00 | |
| 10/01/2006 | Quarterly Assessment | \$235.00 | \$235.00 | |
| 10/26/2006 | Association Mgmt Payment | -\$235.00 | \$0.00 | |
| 01/01/2007 | Quarterly Assessment | \$235.00 | \$235.00 | |
| 01/11/2007 | Association Mgmt Payment | -\$235.00 | \$0.00 | |
| 03/08/2007 | Association Mgmt Payment | -\$235.00 | -\$235.00 | |
| 04/01/2007 | Quarterly Assessment | \$235.00 | \$0.00 | |
| 06/08/2007 | Association Mgmt Payment | -\$235.00 | -\$235.00 | |
| 07/01/2007 | Quarterly Assessment | \$235.00 | \$0.00 | |
| 10/01/2007 | Sun City Anthem QT Assmt | \$235.00 | \$235.00 | |
| 10/11/2007 | Association Mgmt Payment | -\$235.00 | \$0.00 | 1873 |
| 01/01/2008 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | |
| 01/11/2008 | Association Mgmt Payment | -\$275.00 | \$0.00 | 6761 |
| 03/01/2008 | Special Assessment | -\$81.32 | -\$81.32 | |
| 03/01/2008 | Special Assessment | \$81.32 | \$0.00 | |
| 04/01/2008 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | |
| 04/08/2008 | Association Mgmt Payment | -\$275.00 | \$0.00 | 3313 |
| 06/01/2008 | Unit Repair | \$81.32 | \$81.32 | |
| 06/25/2008 | Association Mgmt Payment | -\$81.32 | \$0.00 | 2044 |
| 07/01/2008 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | |

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Printed: 11/5/12

AA 000960

Tobin 000049

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

| Ref ID | Resident Name Unit Address | Type | Date | Code | Charge Code Desc Bill Address | Chk No | Amount | Balance |
|---------|--|--------|------------|------|--|--------|---------|---------|
| 0460 01 | Gordon B Hansen 2763 White Saga Dr Henderson, NV 89052 Current Credit History Code: | | | CL | 2664 Olivia Heights Ave Henderson, NV 89052 Effective Date: 09/30/2014 | | | |
| | | | | | | | 00.00 | 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 | 5761 | -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 | 08/18/2010 | | Lockbox Payment | 63164 | -265.00 | 00.00 |
| | | Pay | 10/07/2010 | | Lockbox Payment | 98965 | -240.00 | -240.00 |
| | | Charge | 01/01/2011 | SQA | Sun City Anthem QT Assm | | 250.00 | 10.00 |
| | | Pay | 02/18/2011 | | Lockbox Payment | 84899 | -10.00 | 00.00 |
| | | Charge | 04/01/2011 | SQA | Sun City Anthem QT Assm | | 250.00 | 250.00 |

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

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 | | 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 | | 260.00 | 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 | 110512 | -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 | | 08/30/2013 | 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 | 1,788.81 |

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 |
|---------|--|------|------------|------|--|----------|-------------|----------|
| 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 | SOA | 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 | | 07.16 | 2,075.96 |
| | Charge | | 04/01/2014 | SOA | 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 | SOA | 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 | 092114 | -2,701.04 | 00.00 |
| | Charge | | 08/28/2014 | 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 | Trsf 8/29 - 9/23/14 F1 | | -25.00 | 75.00 |
| | Credit | | 09/25/2014 | FINE | Trsf 8/29 - 9/23/14 F1 | | -25.00 | 50.00 |
| | Credit | | 09/25/2014 | FINE | Trsf 8/29 - 9/23/14 F1 | | -25.00 | 25.00 |
| | Credit | | 09/25/2014 | FINE | Trsf 8/29 - 9/23/14 F1 | | -25.00 | 00.00 |
| | | | | | | | Res Balance | 00.00 |

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

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

| Res ID | Resident Name | Type | Date | Code | Charge Code | Date | 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 | | | |
| | | | | | | | | Res Bal | 00.00 |
| | | Charge | 09/25/2014 | ASFR | Account Setup Fee Resel | | | 225.00 | 225.00 |
| | | Charge | 08/25/2014 | FINE | 8/29 - 8/23/14 FINES | | | 100.00 | 325.00 |
| | | Charge | 10/01/2014 | SQA | Sun City Anthem QT Assm | | | 275.00 | 600.00 |
| | | Pay | 10/21/2014 | | Lockbox Payment | | 02235 | -275.00 | 325.00 |
| | | Credit | 11/06/2014 | FINE | posted in error | | | -100.00 | 225.00 |
| | | Pay | 11/24/2014 | | Lockbox Payment | | 02245 | -225.00 | 00.00 |
| | | Charge | 01/01/2015 | SQA | Sun City Anthem QT Assm | | | 275.00 | 275.00 |
| | | Pay | 01/26/2015 | | Lockbox Payment | | 02260 | -275.00 | 00.00 |
| | | Charge | 04/01/2015 | SQA | Sun City Anthem QT Assm | | | 275.00 | 275.00 |
| | | Pay | 04/20/2015 | | Lockbox Payment | | 02287 | -275.00 | 00.00 |
| | | Charge | 07/01/2015 | SQA | Sun City Anthem QT Assm | | | 275.00 | 275.00 |
| | | Charge | 07/30/2015 | LF | Late Fees | | | 25.00 | 300.00 |
| | | Charge | 09/03/2015 | LPC | PreCollections - Initia | | | 50.00 | 350.00 |
| | | Pay | 09/22/2015 | | Lockbox Payment | | 00137 | -350.00 | 00.00 |
| | | Charge | 10/01/2015 | SQA | Sun City Anthem QT Assm | | | 275.00 | 275.00 |
| | | Charge | 10/30/2015 | LF | Late Fees | | | 25.00 | 300.00 |
| | | Charge | 12/02/2015 | LPC | PreCollections - Initia | | | 50.00 | 350.00 |
| | | Pay | 12/10/2015 | | Receipt Processing | | 119 | -350.00 | 00.00 |
| | | Charge | 01/01/2016 | SQA | Sun City Anthem QT Assm | | | 275.00 | 275.00 |
| | | Charge | 01/30/2016 | LF | Late Fees | | | 25.00 | 300.00 |
| | | Pay | 02/24/2016 | | Lockbox Payment | | 00172 | -300.00 | 00.00 |
| | | | | | | | | Res Balance | 00.00 |

EXHIBIT "8"

AA 000965

Assessor Parcel Number: 191-13-811-052
File Number: R808634

Inst #: 201212140001338
Fees: \$17.00
N/G Fee: \$0.00
12/14/2012 09:37:58 AM
Receipt #: 1421501
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Accommodation

LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:

2763 White Sage Dr, Henderson, NV 89052
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, in the County of Clark

Current Owner(s) of Record:

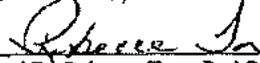
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

The amount owing as of the date of preparation of this lien is **\$925.76.

This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.

** The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

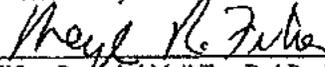
Dated: December 5, 2012


Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On December 5, 2012, before me, personally appeared Rebecca Tom, 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: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887



AA 000966

Tobin 000055

EXHIBIT “9”

AA 000967

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV 89052
Title Order Number: 39334

Inst #: 201303120000847
Fees: \$17.00
N/C Fee: \$0.00
03/12/2013 09:55:30 AM
Receipt #: 1629577
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE
LIEN FOR DELINQUENT ASSESSMENTS**

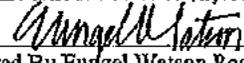
◆ IMPORTANT NOTICE ◆

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 12/14/2012, in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of March 7, 2013, the amount owed is \$2,475.35. This amount will continue to increase until paid in full.

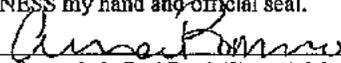

Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

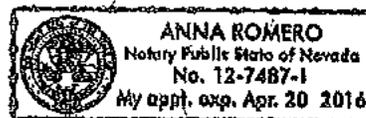
Dated: March 7, 2013

STATE OF NEVADA)
COUNTY OF CLARK)

On March 7, 2013, before me, personally appeared Eungel Watson, 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 Red Rock Financial Services
Mail To: 7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887



AA 000968

Tobin 000056

EXHIBIT "10"

AA 000969

Assessor Parcel Number: 191-13-811-052
File Number: R808634

Inst #: 201304030001569
Fees: \$17.00
N/C Fee: \$0.00
04/03/2013 11:28:14 AM
Receipt #: 1660336
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: SUC Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF RESCISSION

Red Rock Financial Services, a division of RMI Management LLC, is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

NOTICE IS HERBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association which the Lien for Delinquent Assessments was executed on 12/14/2012 as Book 20121214 and Instrument Number 0001338 of the Official Records in the Office of the Recorder of Clark County, Nevada and affecting the following described property situated in the County of Clark, State of Nevada, and more commonly known as:

2763 White Sage Dr, Henderson, NV 89052
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4,
recorded at the Clark County, Nevada Recorders Office.

The owner(s) of record on said lien: GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

Red Rock Financial Services and / or Sun City Anthem Community Association does hereby cancel, rescind and withdraw the Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments, recorded on 03/12/2013 as Book 20130312 and Instrument Number 0000847 of the Official Records in the Office of the Recorder of Clark County, Nevada.

Dated March 27, 2013

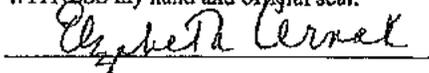


Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On March 27, 2013, before me, personally appeared Eungel Watson, 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: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119

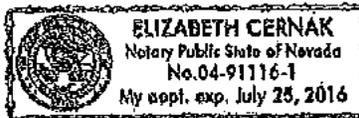


EXHIBIT "11"

AA 000971



Numbers of Pages 6

May 29, 2013

Proudfit Realty
Attn: Lee Cedola
Via Email: lee@proudfitrealty.com

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634
Escrow Number: 1316-3496

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

In response to your request for payoff figures for the above reference account, the following accounting ledger is a breakdown for the payoff request.

The current balance is \$3,055.47. This demand and its balance due will expire on 6/13/13. You **MUST** request an update as this balance will only be valid through the date above. Payment received after the expiration date will not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

Sun City Anthem Community Association and/or the management company's set up fees, as well as other fees and costs that are due at closing, if any, such as future assessments, are not included. You must contact RMI Management directly at www.rmilc.com to request their demand statement for those additional amounts prior to closing.

If you have any questions, please contact our office at 702-932-6887.

Regards,

Red Rock Financial Services

702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | www.rifs.com

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot credit your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

AA 000972
Tobin 000058



Red Rock Financial Services
Accounting Ledger
 Information as of: May 29, 2013

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$3,055.47
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; WESTERN THRIFT & LOAN; MERS; BANK OF AMERICA, N.A.; WELLS FARGO BANK, N.A.

| Posting | Description | Amount | Balance | Pmt Ref | Memo |
|------------|--------------------------|------------|------------|---------|--------------------------------------|
| 1/1/2006 | Quarterly Assessment | \$235.00 | \$235.00 | | Conversion |
| 2/1/2006 | Association Mgmt Payment | (\$235.00) | \$0.00 | | Conversion |
| 4/1/2006 | Quarterly Assessment | \$235.00 | \$235.00 | | Billing |
| 4/18/2006 | Association Mgmt Payment | (\$235.00) | \$0.00 | | Batch Adjustment |
| 7/1/2006 | Quarterly Assessment | \$235.00 | \$235.00 | | Billing |
| 7/12/2006 | Association Mgmt Payment | (\$235.00) | \$0.00 | | Batch Adjustment |
| 10/1/2006 | Quarterly Assessment | \$235.00 | \$235.00 | | Billing |
| 10/26/2006 | Association Mgmt Payment | (\$235.00) | \$0.00 | | Batch Adjustment |
| 1/1/2007 | Quarterly Assessment | \$235.00 | \$235.00 | | Billing |
| 1/11/2007 | Association Mgmt Payment | (\$235.00) | \$0.00 | | Batch Adjustment |
| 3/8/2007 | Association Mgmt Payment | (\$235.00) | (\$235.00) | | Batch Adjustment |
| 4/1/2007 | Quarterly Assessment | \$235.00 | \$0.00 | | Billing |
| 6/8/2007 | Association Mgmt Payment | (\$235.00) | (\$235.00) | | Batch Adjustment |
| 7/1/2007 | Quarterly Assessment | \$235.00 | \$0.00 | | Billing |
| 10/1/2007 | Sun City Anthem QT Assmt | \$235.00 | \$235.00 | | Sun City Anthem Quarterly Assessment |
| 10/11/2007 | Association Mgmt Payment | (\$235.00) | \$0.00 | 1873 | Receipt Processing |
| 1/1/2008 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | | Sun City Anthem Quarterly Assessment |
| 1/11/2008 | Association Mgmt Payment | (\$275.00) | \$0.00 | 8761 | Receipt Processing |
| 3/1/2008 | Special Assessment | (\$81.32) | (\$81.32) | | Reverse Fence Painting |
| 3/1/2008 | Special Assessment | \$81.32 | \$0.00 | | Fence Painting |
| 4/1/2008 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | | Sun City Anthem QT Assmt |
| 4/8/2008 | Association Mgmt Payment | (\$275.00) | \$0.00 | 3313 | Receipt Processing |
| 6/1/2008 | Unit Repair | \$81.32 | \$81.32 | | Fence Painting |
| 6/25/2008 | Association Mgmt Payment | (\$81.32) | \$0.00 | 2044 | Receipt Processing |
| 7/1/2008 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | | Sun City Anthem QT Assmt |
| 7/11/2008 | Association Mgmt Payment | (\$275.00) | \$0.00 | 6578 | Receipt Processing |
| 9/25/2008 | Association Mgmt Payment | (\$175.00) | (\$175.00) | 02057 | Lockbox Payment |
| 10/1/2008 | Sun City Anthem QT Assmt | \$175.00 | \$0.00 | | Sun City Anthem QT Assmt |



Red Rock Financial Services
Accounting Ledger
 Information as of: May 29, 2013

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$3,055.47
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; WESTERN THRIFT & LOAN; MERS; BANK OF AMERICA, N.A.; WELLS FARGO BANK, N.A.

| Posting | Description | Amount | Balance | Pmt Ref | Memo |
|------------|--------------------------|------------|------------|---------|--------------------------|
| 12/31/2008 | Association Mgmt Payment | (\$240.00) | (\$240.00) | 02074 | Lockbox Payment |
| 1/1/2009 | Sun City Anthem QT Assmt | \$240.00 | \$0.00 | | Sun City Anthem QT Assmt |
| 4/1/2009 | Sun City Anthem QT Assmt | \$240.00 | \$240.00 | | Sun City Anthem QT Assmt |
| 4/7/2009 | Association Mgmt Payment | (\$240.00) | \$0.00 | 02090 | Lockbox Payment |
| 7/1/2009 | Sun City Anthem QT Assmt | \$240.00 | \$240.00 | | Sun City Anthem QT Assmt |
| 7/13/2009 | Association Mgmt Payment | (\$240.00) | \$0.00 | 23791 | Lockbox Payment |
| 10/9/2009 | Association Mgmt Payment | (\$240.00) | (\$240.00) | 97004 | Lockbox Payment |
| 1/1/2010 | Sun City Anthem QT Assmt | \$240.00 | \$0.00 | | Sun City Anthem QT Assmt |
| 1/25/2010 | Association Mgmt Payment | (\$240.00) | (\$240.00) | 10803 | Lockbox Payment |
| 4/1/2010 | Sun City Anthem QT Assmt | \$240.00 | \$0.00 | | Sun City Anthem QT Assmt |
| 7/1/2010 | Sun City Anthem QT Assmt | \$240.00 | \$240.00 | | Sun City Anthem QT Assmt |
| 7/30/2010 | Late Fees | \$25.00 | \$265.00 | | Late Fees |
| 8/18/2010 | Association Mgmt Payment | (\$265.00) | \$0.00 | 63164 | Lockbox Payment |
| 10/7/2010 | Association Mgmt Payment | (\$240.00) | (\$240.00) | 98985 | Lockbox Payment |
| 1/1/2011 | Sun City Anthem QT Assmt | \$250.00 | \$10.00 | | Sun City Anthem QT Assmt |
| 2/18/2011 | Association Mgmt Payment | (\$10.00) | \$0.00 | 84899 | Lockbox Payment |
| 4/1/2011 | Sun City Anthem QT Assmt | \$250.00 | \$250.00 | | Sun City Anthem QT Assmt |
| 4/30/2011 | Late Fees | \$25.00 | \$275.00 | | Late Fees |
| 5/20/2011 | Association Mgmt Payment | (\$275.00) | \$0.00 | 02215 | Lockbox Payment |
| 7/1/2011 | Sun City Anthem QT Assmt | \$250.00 | \$250.00 | | Sun City Anthem QT Assmt |
| 7/30/2011 | Late Fees | \$25.00 | \$275.00 | | Late Fees |
| 8/18/2011 | Association Mgmt Payment | (\$275.00) | \$0.00 | 02227 | Lockbox Payment |
| 10/1/2011 | Sun City Anthem QT Assmt | \$250.00 | \$250.00 | | Sun City Anthem QT Assmt |
| 10/11/2011 | Association Mgmt Payment | (\$240.00) | \$10.00 | 52791 | Lockbox Payment |
| 11/22/2011 | Association Mgmt Payment | (\$10.00) | \$0.00 | 61105 | Lockbox Payment |
| 1/1/2012 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | | Sun City Anthem QT Assmt |
| 1/30/2012 | Late Fees | \$25.00 | \$300.00 | | Late Fees |
| 2/21/2012 | Association Mgmt Payment | (\$300.00) | \$0.00 | 00112 | Lockbox Payment |



Red Rock Financial Services
Accounting Ledger
Information as of: May 29, 2013

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$3,055.47
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; WESTERN THRIFT & LOAN; MERS; BANK OF AMERICA, N.A.; WELLS FARGO BANK, N.A.

| Posting | Description | Amount | Balance | Pmt Ref | Memo |
|------------|------------------------------------|------------|------------|---------|-----------------------------------|
| 4/1/2012 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | | Sun City Anthem QT Assmt |
| 4/26/2012 | Association Mgmt Payment | (\$275.00) | \$0.00 | 127 | Receipt Processing |
| 7/1/2012 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | | Sun City Anthem QT Assmt |
| 7/31/2012 | Late Fees | \$25.00 | \$300.00 | | Late Fees |
| 8/31/2012 | Late Fees | \$25.00 | \$325.00 | | Late Fees |
| 9/13/2012 | Management Company Collection Cost | \$150.00 | \$475.00 | | Management Company Collection Fee |
| 9/17/2012 | Intent to Lien Letter | \$125.00 | \$600.00 | | |
| 9/17/2012 | Mailing Costs | \$8.97 | \$608.97 | | |
| 9/17/2012 | Mailing Costs | \$8.97 | \$617.94 | | |
| 9/24/2012 | Vendor Adjustment | (\$150.00) | \$467.94 | | |
| 9/30/2012 | Late Fees | \$25.00 | \$492.94 | | Late Fees |
| 9/30/2012 | Interest | \$1.21 | \$494.15 | | Interest |
| 10/1/2012 | Sun City Anthem QT Assmt | \$275.00 | \$769.15 | | Sun City Anthem QT Assmt |
| 10/18/2012 | Red Rock Partial Payment | (\$300.00) | \$469.15 | PC 143 | Partial Payment |
| 10/31/2012 | Late Fees | \$25.00 | \$494.15 | | Late Fees |
| 11/30/2012 | Late Fees | \$25.00 | \$519.15 | | Late Fees |
| 12/5/2012 | Lien Recording Costs | \$34.00 | \$553.15 | | |
| 12/5/2012 | Lien Release | \$30.00 | \$583.15 | | |
| 12/5/2012 | Lien for Delinquent Assessment | \$325.00 | \$908.15 | | |
| 12/5/2012 | Mailing Costs | \$8.20 | \$916.35 | | |
| 12/5/2012 | Mailing Costs | \$8.20 | \$924.55 | | |
| 12/20/2012 | Payoff Demand | \$150.00 | \$1,074.55 | | Ticor Title |
| 12/31/2012 | Late Fees | \$25.00 | \$1,099.55 | | Late Fees |
| 12/31/2012 | Interest | \$1.10 | \$1,100.65 | | Interest |
| 1/1/2013 | Sun City Anthem QT Assmt | \$275.00 | \$1,375.65 | | Sun City Anthem QT Assmt |
| 1/16/2013 | Payoff Demand | \$50.00 | \$1,425.65 | | Ticor Title |
| 1/31/2013 | Late Fees | \$25.00 | \$1,450.65 | | Late Fees |
| 2/6/2013 | Intent to NOD | \$90.00 | \$1,540.65 | | |



Red Rock Financial Services
Accounting Ledger
Information as of: May 29, 2013

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$3,055.47
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A.

| Posting | Description | Amount | Balance | Pmt Ref | Memo |
|-----------|--------------------------------|------------|------------|---------|--------------------------|
| 3/2/2013 | Late Fees | \$25.00 | \$1,585.65 | | Late Fees |
| 3/2/2013 | Late Fees | (\$25.00) | \$1,540.65 | | Sun City Anthem QT Assmt |
| 3/7/2013 | NOD Mailing Costs | \$85.70 | \$1,626.35 | | |
| 3/7/2013 | Notice of Default | \$400.00 | \$2,026.35 | | |
| 3/7/2013 | NOD Recording Costs | \$22.00 | \$2,048.35 | | |
| 3/7/2013 | NOD Release | \$30.00 | \$2,078.35 | | |
| 3/7/2013 | NOD Release Recording Costs | \$22.00 | \$2,100.35 | | |
| 3/7/2013 | Trustee Sale Guarantee | \$350.00 | \$2,450.35 | | |
| 3/27/2013 | Vendor Adjustment | (\$350.00) | \$2,100.35 | | |
| 3/27/2013 | Red Rock Fee Adjustment | (\$559.70) | \$1,540.65 | | |
| 3/31/2013 | Late Fees | \$26.00 | \$1,566.65 | | Late Fees |
| 3/31/2013 | Interest | \$2.31 | \$1,567.96 | | Interest |
| 4/1/2013 | Sun City Anthem QT Assmt | \$275.00 | \$1,842.96 | | Sun City Anthem QT Assmt |
| 4/2/2013 | Late Fees | \$25.00 | \$1,867.96 | | Late Fees |
| 4/2/2013 | Late Fees | (\$25.00) | \$1,842.96 | | Rev 04/02/13 LF |
| 4/4/2013 | NOD Mailing Costs | \$85.70 | \$1,928.66 | | |
| 4/4/2013 | Notice of Default | \$400.00 | \$2,328.66 | | |
| 4/4/2013 | NOD Recording Costs | \$22.00 | \$2,350.66 | | |
| 4/4/2013 | NOD Release | \$30.00 | \$2,380.66 | | |
| 4/4/2013 | NOD Release Recording Costs | \$22.00 | \$2,402.66 | | |
| 4/4/2013 | Trustee Sale Guarantee | \$350.00 | \$2,752.66 | | |
| 4/4/2013 | NOD Mailing Charges Adjustment | (\$25.71) | \$2,726.96 | | |
| 4/30/2013 | Payoff Demand | \$150.00 | \$2,876.96 | | Miles Bauer |
| 5/1/2013 | Late Fees | \$25.00 | \$2,901.96 | | Late Fees |
| 5/29/2013 | Payoff Demand | \$150.00 | \$3,051.96 | | Proudfit Realty |
| 5/31/2013 | Association Interest | \$3.52 | \$3,055.47 | | |

EXHIBIT “12”

AA 000977

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV 89052

Inet #: 201402120001527
Fees: \$18.00
N/C Fee: \$0.00
02/12/2014 09:08:29 AM
Receipt #: 1930419
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: MAT Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.

Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 12/14/2012 in Book Number 20121214 as Instrument Number 0001338 reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 04/08/2013 in Book Number 20130408 as Instrument Number 0001087 of the Official Records in the Office of the Recorder.

NOTICE IS HEREBY GIVEN: That on **03/07/2014**, at **10:00 a.m.** at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2763 White Sage Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 of the Official Records in the

AA 000978

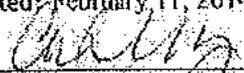
Tobin 000064

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV 89052

Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of \$5,081.45 as of 2/11/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

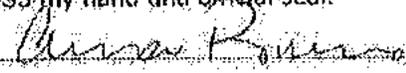
Dated: February 11, 2014


Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

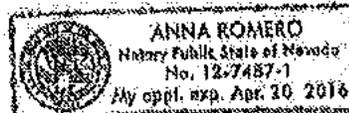
STATE OF NEVADA)
COUNTY OF CLARK)

On February 11, 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.


Reinstatement Information: (702) 483-2996 or Sale Information: (714) 573-7777

When Recorded Mail To:
Red Rock Financial Services
4775 W. Teco Avenue, Suite 140
Las Vegas, Nevada 89118
(702) 483-2996 or (702) 932-6887



AA 000979

Tobin 000065

EXHIBIT "13"

AA 000980



March 28, 2014

Chicago Title
Attn: Rheanna Vasselle
Via Email: rheanna.flores@ctt.com

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634
Escrow Number: 14025123-AR

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

In response to your request for payoff figures for the above referenced account, the following accounting ledger is a breakdown for the payoff request.

The current balance is \$4,962.64. This demand and its balance due will expire on 4/22/14. You MUST request an update as this balance will only be valid through the date above. Payment received after the expiration date may not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

Sun City Anthem Community Association and/or the management company's set up fees, as well as other fees and costs that are due at closing, if any, such as future assessments, are not included. You must contact FirstService Residential, LLC Nevada directly at www.fsresidential.com to request their resale package for those additional amounts prior to closing.

If you have any questions, please contact our office at 702-932-6887.

Regards,
Red Rock Financial Services

702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | www.rfs.com

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check; no additional amount will be added to this amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

AA 000981

Tobin 000066

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) FirstService Residential, Nevada, LLC | |
| | Business name/disregarded entity name, if different from above DBA Red Rock Financial Services | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ | |
| | Address (number, street, and apt. or suite no.) 4775 W. Teco Avenue, Suite #140 City, state, and ZIP code Las Vegas, Nevada 89118 List account number(s) here (optional) _____ | |
| | | Requester's name and address (optional) |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|---------------------------------------|---|--|---|---|---|---|---|---|
| Social security number | | | | | | | | |
| | | | | | | | | |
| Employer identification number | | | | | | | | |
| 8 | 8 | | 0 | 3 | 5 | 8 | 1 | 3 |
| 2 | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|--|--------------|
| Sign Here | Signature of U.S. person ▶ <i>Kimberlee M. Kelly</i> | Date ▶ _____ |
|------------------|--|--------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

AA 000982



Red Rock Financial Services
Accounting Ledger
 Information as of: March 28, 2014

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$4,962.64
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ; WESTERN THRIFT & LOAN; MERS ; BANK OF AMERICA, N.A. ; WELLS FARGO BANK, N.A. ; State of Nevada Ombudsman for Common-Interest Communities; REPUBLIC SERVICES

| Posting | Description | Amount | Balance | Pmt Ref | Memo |
|------------|--------------------------|------------|------------|---------|--|
| 1/1/2006 | Quarterly Assessment | \$235.00 | \$235.00 | | Conversion |
| 2/1/2006 | Association Mgmt Payment | (\$235.00) | \$0.00 | | Conversion |
| 4/1/2006 | Quarterly Assessment | \$235.00 | \$235.00 | | Billing |
| 4/18/2006 | Association Mgmt Payment | (\$235.00) | \$0.00 | | Batch Adjustment |
| 7/1/2006 | Quarterly Assessment | \$235.00 | \$235.00 | | Billing |
| 7/12/2006 | Association Mgmt Payment | (\$235.00) | \$0.00 | | Batch Adjustment |
| 10/1/2006 | Quarterly Assessment | \$235.00 | \$235.00 | | Billing |
| 10/26/2006 | Association Mgmt Payment | (\$235.00) | \$0.00 | | Batch Adjustment |
| 1/1/2007 | Quarterly Assessment | \$235.00 | \$235.00 | | Billing |
| 1/11/2007 | Association Mgmt Payment | (\$235.00) | \$0.00 | | Batch Adjustment |
| 3/8/2007 | Association Mgmt Payment | (\$235.00) | (\$235.00) | | Batch Adjustment |
| 4/1/2007 | Quarterly Assessment | \$235.00 | \$0.00 | | Billing |
| 6/8/2007 | Association Mgmt Payment | (\$235.00) | (\$235.00) | | Batch Adjustment |
| 7/1/2007 | Quarterly Assessment | \$235.00 | \$0.00 | | Billing |
| 10/1/2007 | Sun City Anthem QT Assmt | \$235.00 | \$235.00 | | Sun City Anthem |
| 10/11/2007 | Association Mgmt Payment | (\$235.00) | \$0.00 | 1873 | Quarterly Assessment Receipt Processing |
| 1/1/2008 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | | Sun City Anthem |
| 1/11/2008 | Association Mgmt Payment | (\$275.00) | \$0.00 | 6761 | Quarterly Assessment Receipt Processing |
| 3/1/2008 | Special Assessment | (\$81.32) | (\$81.32) | | Reverse Fence Painting |
| 3/1/2008 | Special Assessment | \$81.32 | \$0.00 | | Fence Painling |
| 4/1/2008 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | | Sun City Anthem QT Assmt |
| 4/8/2008 | Association Mgmt Payment | (\$275.00) | \$0.00 | 3313 | Receipt Processing |
| 6/1/2008 | Unit Repair | \$81.32 | \$81.32 | | Fence Painting |
| 6/25/2008 | Association Mgmt Payment | (\$81.32) | \$0.00 | 2044 | Receipt Processing |
| 7/1/2008 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | | Sun City Anthem QT Assmt |
| 7/11/2008 | Association Mgmt Payment | (\$275.00) | \$0.00 | 6578 | Receipt Processing |
| 9/25/2008 | Association Mgmt Payment | (\$175.00) | (\$175.00) | 02057 | Lockbox Payment |



Red Rock Financial Services
Accounting Ledger
 Information as of: March 28, 2014

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$4,962.64
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ; WESTERN THRIFT & LOAN; MERS ; BANK OF AMERICA, N.A. ; WELLS FARGO BANK, N.A. ; State of Nevada Ombudsman for Common-Interest Communities; REPUBLIC SERVICES

| Posting | Description | Amount | Balance | Pmt Ref | Memo |
|------------|--------------------------|------------|------------|---------|--------------------------|
| 10/1/2008 | Sun City Anthem QT Assmt | \$175.00 | \$0.00 | | Sun City Anthem QT Assmt |
| 12/31/2008 | Association Mgmt Payment | (\$240.00) | (\$240.00) | 02074 | Lockbox Payment |
| 1/1/2009 | Sun City Anthem QT Assmt | \$240.00 | \$0.00 | | Sun City Anthem QT Assmt |
| 4/1/2009 | Sun City Anthem QT Assmt | \$240.00 | \$240.00 | | Sun City Anthem QT Assmt |
| 4/7/2009 | Association Mgmt Payment | (\$240.00) | \$0.00 | 02090 | Lockbox Payment |
| 7/1/2009 | Sun City Anthem QT Assmt | \$240.00 | \$240.00 | | Sun City Anthem QT Assmt |
| 7/13/2009 | Association Mgmt Payment | (\$240.00) | \$0.00 | 23791 | Lockbox Payment |
| 10/9/2009 | Association Mgmt Payment | (\$240.00) | (\$240.00) | 97004 | Lockbox Payment |
| 1/1/2010 | Sun City Anthem QT Assmt | \$240.00 | \$0.00 | | Sun City Anthem QT Assmt |
| 1/25/2010 | Association Mgmt Payment | (\$240.00) | (\$240.00) | 10803 | Lockbox Payment |
| 4/1/2010 | Sun City Anthem QT Assmt | \$240.00 | \$0.00 | | Sun City Anthem QT Assmt |
| 7/1/2010 | Sun City Anthem QT Assmt | \$240.00 | \$240.00 | | Sun City Anthem QT Assmt |
| 7/30/2010 | Late Fees | \$25.00 | \$265.00 | | Late Fees |
| 8/16/2010 | Association Mgmt Payment | (\$265.00) | \$0.00 | 63164 | Lockbox Payment |
| 10/7/2010 | Association Mgmt Payment | (\$240.00) | (\$240.00) | 98965 | Lockbox Payment |
| 1/1/2011 | Sun City Anthem QT Assmt | \$250.00 | \$10.00 | | Sun City Anthem QT Assmt |
| 2/18/2011 | Association Mgmt Payment | (\$10.00) | \$0.00 | 84599 | Lockbox Payment |
| 4/1/2011 | Sun City Anthem QT Assmt | \$250.00 | \$250.00 | | Sun City Anthem QT Assmt |
| 4/30/2011 | Late Fees | \$25.00 | \$275.00 | | Late Fees |
| 5/20/2011 | Association Mgmt Payment | (\$275.00) | \$0.00 | 02215 | Lockbox Payment |
| 7/1/2011 | Sun City Anthem QT Assmt | \$250.00 | \$250.00 | | Sun City Anthem QT Assmt |
| 7/30/2011 | Late Fees | \$25.00 | \$275.00 | | Late Fees |
| 8/18/2011 | Association Mgmt Payment | (\$275.00) | \$0.00 | 02227 | Lockbox Payment |
| 10/1/2011 | Sun City Anthem QT Assmt | \$250.00 | \$250.00 | | Sun City Anthem QT Assmt |
| 10/11/2011 | Association Mgmt Payment | (\$240.00) | \$10.00 | 52791 | Lockbox Payment |
| 11/22/2011 | Association Mgmt Payment | (\$10.00) | \$0.00 | 61105 | Lockbox Payment |
| 1/1/2012 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | | Sun City Anthem QT Assmt |



Red Rock Financial Services
Accounting Ledger
Information as of: March 28, 2014

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$4,962.64
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A. ;State of Nevada Ombudsman for Common-Interest Communities;REPUBLIC SERVICES

| Posting | Description | Amount | Balance | Pmt Ref | Memo |
|------------|------------------------------------|------------|------------|---------|-----------------------------------|
| 1/30/2012 | Late Fees | \$25.00 | \$300.00 | | Late Fees |
| 2/21/2012 | Association Mgmt Payment | (\$300.00) | \$0.00 | 00112 | Lockbox Payment |
| 4/1/2012 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | | Sun City Anthem QT Assmt |
| 4/26/2012 | Association Mgmt Payment | (\$275.00) | \$0.00 | 127 | Receipt Processing |
| 7/1/2012 | Sun City Anthem QT Assmt | \$275.00 | \$275.00 | | Sun City Anthem QT Assmt |
| 7/31/2012 | Late Fees | \$25.00 | \$300.00 | | Late Fees |
| 8/31/2012 | Late Fees | \$25.00 | \$325.00 | | Late Fees |
| 9/13/2012 | Management Company Collection Cost | \$150.00 | \$475.00 | | Management Company Collection Fee |
| 9/17/2012 | Intent to Lien Letter | \$125.00 | \$600.00 | | |
| 9/17/2012 | Mailing Costs | \$8.97 | \$608.97 | | |
| 9/17/2012 | Mailing Costs | \$8.97 | \$617.94 | | |
| 9/24/2012 | Vendor Adjustment | (\$160.00) | \$467.94 | | |
| 9/30/2012 | Late Fees | \$25.00 | \$492.94 | | Late Fees |
| 9/30/2012 | Interest | \$1.21 | \$494.15 | | Interest |
| 10/1/2012 | Sun City Anthem QT Assmt | \$275.00 | \$769.15 | | Sun City Anthem QT Assmt |
| 10/18/2012 | Red Rock Partial Payment | (\$300.00) | \$469.15 | PC 143 | Partial Payment |
| 10/31/2012 | Late Fees | \$25.00 | \$494.15 | | Late Fees |
| 11/30/2012 | Late Fees | \$25.00 | \$519.15 | | Late Fees |
| 12/5/2012 | Lien Recording Costs | \$34.00 | \$553.15 | | |
| 12/5/2012 | Lien Release | \$30.00 | \$583.15 | | |
| 12/5/2012 | Lien for Delinquent Assessment | \$325.00 | \$908.15 | | |
| 12/5/2012 | Mailing Costs | \$8.20 | \$916.35 | | |
| 12/5/2012 | Mailing Costs | \$8.20 | \$924.55 | | |
| 12/20/2012 | Payoff Demand | \$150.00 | \$1,074.55 | | Ticor Title |
| 12/31/2012 | Late Fees | \$25.00 | \$1,099.55 | | Late Fees |
| 12/31/2012 | Interest | \$1.10 | \$1,100.65 | | Interest |
| 1/1/2013 | Sun City Anthem QT Assmt | \$275.00 | \$1,375.65 | | Sun City Anthem QT Assmt |



Red Rock Financial Services
Accounting Ledger
Information as of: March 28, 2014

Account Number: 808634
 Association: Sun City Anthem Community Association
 Property Address: 2763 White Sage Dr, Henderson, NV 89052
 Ledger Balance: \$4,962.64
 Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ; WESTERN THRIFT & LOAN; MERS ; BANK OF AMERICA, N.A. ; WELLS FARGO BANK, N.A. ; State of Nevada Ombudsman for Common-Interest Communities; REPUBLIC SERVICES

| Posting | Description | Amount | Balance | Pmt Ref | Memo |
|-----------|--------------------------------|------------|------------|---------|--------------------------|
| 1/16/2013 | Payoff Demand | \$50.00 | \$1,425.65 | | Ticor Title |
| 1/31/2013 | Late Fees | \$25.00 | \$1,450.65 | | Late Fees |
| 2/5/2013 | Intent to NOD | \$90.00 | \$1,540.65 | | |
| 3/2/2013 | Late Fees | \$25.00 | \$1,565.65 | | Late Fees |
| 3/2/2013 | Late Fees | (\$25.00) | \$1,540.65 | | Sun City Anthem QT Assmt |
| 3/7/2013 | NOD Mailing Costs | \$85.70 | \$1,626.35 | | |
| 3/7/2013 | Notice of Default | \$400.00 | \$2,026.35 | | |
| 3/7/2013 | NOD Recording Costs | \$22.00 | \$2,048.35 | | |
| 3/7/2013 | NOD Release | \$30.00 | \$2,078.35 | | |
| 3/7/2013 | NOD Release Recording Costs | \$22.00 | \$2,100.35 | | |
| 3/7/2013 | Trustee Sale Guarantee | \$350.00 | \$2,450.35 | | |
| 3/27/2013 | Vendor Adjustment | (\$350.00) | \$2,100.35 | | |
| 3/27/2013 | Red Rock Fee Adjustment | (\$559.70) | \$1,540.65 | | |
| 3/31/2013 | Late Fees | \$25.00 | \$1,565.65 | | Late Fees |
| 3/31/2013 | Interest | \$2.31 | \$1,567.96 | | Interest |
| 4/1/2013 | Sun City Anthem QT Assmt | \$275.00 | \$1,842.96 | | Sun City Anthem QT Assmt |
| 4/2/2013 | Late Fees | \$25.00 | \$1,867.96 | | Late Fees |
| 4/2/2013 | Late Fees | (\$25.00) | \$1,842.96 | | Rev 04/02/13 LF |
| 4/4/2013 | NOD Mailing Costs | \$85.70 | \$1,928.66 | | |
| 4/4/2013 | Notice of Default | \$400.00 | \$2,328.66 | | |
| 4/4/2013 | NOD Recording Costs | \$22.00 | \$2,350.66 | | |
| 4/4/2013 | NOD Release | \$30.00 | \$2,380.66 | | |
| 4/4/2013 | NOD Release Recording Costs | \$22.00 | \$2,402.66 | | |
| 4/4/2013 | Trustee Sale Guarantee | \$350.00 | \$2,752.66 | | |
| 4/4/2013 | NOD Mailing Charges Adjustment | (\$25.71) | \$2,726.95 | | |
| 4/30/2013 | Payoff Demand | \$150.00 | \$2,876.95 | | Miles Bauer |
| 5/1/2013 | Late Fees | \$25.00 | \$2,901.95 | | Late Fees |
| 5/29/2013 | Payoff Demand | \$150.00 | \$3,051.95 | | Proudfit Realty |



Red Rock Financial Services
Accounting Ledger
Information as of: March 28, 2014

Account Number: 808634
 Association: Sun City Anthem Community Association
 Property Address: 2763 White Sage Dr, Henderson, NV 89052
 Ledger Balance: \$4,962.64
 Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A. ;State of Nevada Ombudsman for Common-Interest Communities;REPUBLIC SERVICES

| Posting | Description | Amount | Balance | Pmt Ref | Memo |
|------------|-------------------------------|-----------|------------|---------|--------------------------|
| 5/31/2013 | Late Fees | \$25.00 | \$3,076.95 | | Late Fees |
| 6/25/2013 | Intent to NOS | \$90.00 | \$3,166.95 | | |
| 6/30/2013 | Late Fees | \$25.00 | \$3,191.95 | | Late Fees |
| 6/30/2013 | Interest | \$3.52 | \$3,195.47 | | Interest |
| 7/1/2013 | Sun City Anthem QT Assmt | \$275.00 | \$3,470.47 | | Sun City Anthem QT Assmt |
| 7/31/2013 | Late Fees | \$25.00 | \$3,495.47 | | Late Fees |
| 8/15/2013 | Intent to Conduct Foreclosure | \$25.00 | \$3,520.47 | | |
| 8/31/2013 | Late Fees | \$25.00 | \$3,545.47 | | Late Fees |
| 9/30/2013 | Late Fees | \$25.00 | \$3,570.47 | | Late Fees |
| 9/30/2013 | Interest | \$4.73 | \$3,575.20 | | Interest |
| 10/1/2013 | Sun City Anthem QT Assmt | \$275.00 | \$3,850.20 | | Sun City Anthem QT Assmt |
| 10/31/2013 | Late Fees | \$25.00 | \$3,875.20 | | Late Fees |
| 11/30/2013 | Late Fees | \$25.00 | \$3,900.20 | | Late Fees |
| 12/31/2013 | Late Fees | \$25.00 | \$3,925.20 | | Late Fees |
| 12/31/2013 | Interest | \$5.94 | \$3,931.14 | | Interest |
| 12/31/2013 | Late Fees | (\$25.00) | \$3,906.14 | | Reverse LF |
| 1/1/2014 | Sun City Anthem QT Assmt | \$275.00 | \$4,181.14 | | Sun City Anthem QT Assmt |
| 1/29/2014 | Intent to Conduct Foreclosure | \$25.00 | \$4,206.14 | | |
| 1/30/2014 | Late Fees | \$25.00 | \$4,231.14 | | Late Fees |
| 2/11/2014 | NOS Mailing Costs | \$8.96 | \$4,240.10 | | |
| 2/11/2014 | NOS Mailing Costs | \$8.96 | \$4,249.06 | | |
| 2/11/2014 | NOS Mailing Costs | \$8.96 | \$4,258.02 | | |
| 2/11/2014 | NOS Mailing Costs | \$8.96 | \$4,266.98 | | |
| 2/11/2014 | NOS Mailing Costs | \$8.96 | \$4,275.94 | | |
| 2/11/2014 | NOS Mailing Costs | \$8.96 | \$4,284.90 | | |
| 2/11/2014 | NOS Mailing Costs | \$8.96 | \$4,293.86 | | |
| 2/11/2014 | NOS Mailing Costs | \$8.96 | \$4,302.82 | | |
| 2/11/2014 | NOS Mailing Costs | \$8.96 | \$4,311.78 | | |



Red Rock Financial Services
 Accounting Ledger
 Information as of: March 28, 2014

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$4,962.64
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A. ;State of Nevada Ombudsman for Common-Interest Communities;REPUBLIC SERVICES

| Posting | Description | Amount | Balance | Pmt Ref | Memo |
|-----------|-------------------------------|------------|------------|---------|-----------|
| 2/11/2014 | Notice of Sale | \$275.00 | \$4,586.78 | | |
| 2/11/2014 | Publishing and Posting Costs | \$496.67 | \$5,083.45 | | |
| 2/11/2014 | NOS Recording Costs | \$23.00 | \$5,106.45 | | |
| 3/28/2014 | Late Fee Adjustment/Reduction | (\$400.00) | \$4,706.45 | | Per Board |
| 3/28/2014 | Interest Adjustment | (\$18.81) | \$4,887.64 | | Per Board |
| 4/1/2014 | Sun City Anthem QT Assmt | \$275.00 | \$4,862.64 | | |

EXHIBIT "14"

AA 000989

| Compliance View Screen [update] | | | | Audit |
|---------------------------------|---|----------------------|------------------------------------|----------------|
| Case | 2014-659 | Date Created | 02/18/2014 | Entry Items |
| Legacy Compliance Status | 191-13-811-052 NOS CLOSED | Date Received | 02/13/2014 | Documents |
| Respondent ID | 271957 | How Received | LETTER | Notes |
| Respondent Address | ESTATE OF GORDON B HANSEN, THE <input checked="" type="radio"/> Public <input type="radio"/> Mail ESTATE OF GORDON B HANSEN, THE 2763 WHITE SAGE DR HENDERSON, NV 89052 | Receiving Board | RED | Disciplines |
| Complainant ID | 123186 | Receiving Profession | | Participants |
| Complainant | SUN CITY ANTHEM COMMUNITY ASSOCIATION INC | Receiving Department | OMB - NOTICE OF SALE (NOS) PROCESS | Add Discipline |
| Comments: | R808834 | | | |

- Resolution
- Action Items
- Participants

| Resolution [update] | | | |
|---------------------|------------------------------------|---------------|--|
| Field | Value | Field | Value |
| Department: | OMB - NOTICE OF SALE (NOS) PROCESS | Found Issues: | |
| Worker: | Bonnie Schmidt | Resolution: | - OMB NOS - CANCELLED (OWNER RETAINED) |

Starting Effective Date: 04/08/2013
 Ending Effective Date: 05/15/2014
 Date Closed: 05/15/2014

Resolution Notes:

Action Items [add]

| Type | Assigned To | Activity | Due | Effective | Completed | Order Signed | Created | Usar |
|--|--|------------|------------|------------|------------|--------------|------------|----------------|
| NOS - 4 TRUSTEE SALE CANCELLED | OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore | 05/15/2014 | 05/15/2014 | 05/15/2014 | 05/15/2014 | | 08/02/2014 | Anne Moore |
| Target: ESTATE OF GORDON B HANSEN, THE Case Status: Status Changed To: NOS CLOSED Comments: 89052 | | | | | | | | |
| NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D) | OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT | 03/07/2014 | 03/07/2014 | 02/18/2014 | 02/18/2014 | | 02/18/2014 | BONNIE SCHMIDT |
| Target: ESTATE OF GORDON B HANSEN, THE Case Status: Status Changed To: PENDING NOS DATE OF SALE Action Info: EFFECTIVE DATE OF NOS 02/11/2014 DEFAULT LIEN DATE ON NOS 04/08/2013 FORECLOSURE DATE ON NOS 03/07/2014 AMOUNT OF NOS 5,081.45 APN ON NOS 191-13-811-052 Comments: 89052 | | | | | | | | |

EXHIBIT "15"

AA 000991

3-1

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

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

APN # 191-13-811-052

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 000992

Tobin 000081

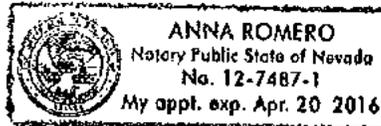
Dated: August 18, 2014


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 000993

Tobin 000082

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

- a) 191-13-811-052
- b) _____
- c) _____
- d) _____

2. Type of Property:

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

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

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 63,100.⁰⁰

Transfer Tax Value: \$ 353,529.⁰⁰

Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 77

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: _____ %

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

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

Signature *[Signature]* Capacity AGENT

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services

Address: 4775 West Taco 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 # _____

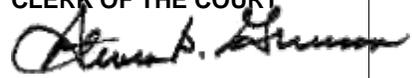
Address: _____

City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

AA 000994

Tobin 000083



1 LIPSON NEILSON, P.C.
2 KALEB D. ANDERSON, ESQ.
3 Nevada Bar No. 7582
4 DAVID T. OCHOA, ESQ.
5 Nevada Bar No. 10414
6 9900 Covington Cross Drive, Suite 120
7 Las Vegas, Nevada 89144
8 (702) 382-1500 - Telephone
9 (702) 382-1512 - Facsimile
10 kanderson@lipsonneilson.com
11 dochoa@lipsonneilson.com
12 *Attorneys for Cross-Defendant*
13 *Sun City Anthem Community Association*

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

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

14 Plaintiff,

15 vs.

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

21 Defendants.

22 NATIONSTAR MORTGAGE, LLC

23 Counter-Claimant,

24 vs.

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

Counter-Defendants.

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

CASE NO.: A-15-720032-C

Dept. XXXI

**CROSS-DEFENDANT SUN CITY
ANTHEM COMMUNITY
ASSOCIATION'S REPLY IN SUPPORT
OF ITS MOTION FOR SUMMARY
JUDGMENT**

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

AA 000995

1 Dated 8/22/08
2 Counter-Claimant,
3 vs.
4 JOEL A. STOKES and SANDRA F.
5 STOKES, as trustees of the JIMI JACK
6 IRREVOCABLE TRUST,
7 Counter-Defendants.
8 NONA TOBIN, an individual, and Trustee
9 of the GORDON B. HANSEN TRUST.
10 Dated 8/22/08
11 Cross-Claimant,
12 vs.
13 SUN CITY ANTHEM COMMUNITY
14 ASSOCIATION, INC., DOES 1-10, AND
15 ROE CORPORATIONS 1-10, inclusive,
16 Counter-Defendants.
17 NONA TOBIN, an individual, and Trustee
18 of the GORDON B. HANSEN TRUST.
19 Dated 8/22/08
20 Cross-Claimant,
21 vs.
22 OPPORTUNITY HOMES, LLC, THOMAS
23 LUCAS, Manager,
24 Counter-Defendant.
25 NONA TOBIN, an individual, and Trustee
26 of the GORDON B. HANSEN TRUST.
27 Dated 8/22/08
28 Cross-Claimant,
29 vs.
30 YUEN K. LEE, an Individual, d/b/a
31 Manager, F. BONDURANT, LLC,
32 Counter-Defendant.

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

5
6 **MEMORANDUM OF POINTS AND AUTHORITIES**

7 **I. INTRODUCTION**

8 By law, the foreclosure sale is presumed valid. Nona Tobin as Trustee of
9 Gordon B. Hansen Trust (“Tobin”) has the burden of overcoming the presumption.
10 Tobin has one Cross-Claim against the HOA for Quiet Title/Declaratory Relief. Tobin
11 takes the approach of everything went wrong to see if anything sticks with the Court.
12 Review of Red Rock Financial Services LLC’s (“Red Rock”) foreclosure file indicates a
13 number of factual inaccuracies in Tobin’s Cross-Claim. The most glaring is that Tobin
14 argues her last payment was made on time, even though the Red Rock file includes a
15 letter from Tobin stating: here is my payment, “[u]nfortunately, I failed to mail the check
16 in a timely fashion.” The facts demonstrate that the July 2012 quarterly assessment
17 was not paid until October 2012.

18 After the HOA’s Motion for Summary Judgment, Tobin in her Opposition seems
19 to walk back the assertion in her Cross-Claim against the HOA that she timely paid in
20 August. Arguably the statement concedes that the payment was late and made in
21 October, at best the statement is maybe I paid on time, and that is not enough to defeat
22 summary judgment.

23 By October another quarterly assessment had gone unpaid and other late fees
24 and collection costs had begun to accumulate. Therefore, the delinquency that began
25 in July 2012 was never paid down to a zero balance and continued until the date of the
26 foreclosure sale. Sun City Anthem is entitled to summary judgment that the July 2012
27 payment was not timely paid and the foreclosure was properly noticed.

28 Additionally, equitable principles bar Tobin relief for her claim in equity.

1 **II. UNDISPUTED MATERIAL FACTS**

2 In 2003, Gordon B. Hansen obtained a loan to purchased the real property
3 located at 2763 White Sage Drive., Henderson, NV 89052 (the "Property"). See Cross-
4 Claim ¶ 13.

5 The property was subject to the HOA's Covenants, Conditions and Restrictions
6 "CC&Rs". See CC&Rs, HOA's Exhibit 1 attached to its Motion.

7 In 2008, title to the property was transferred to the Gordon B. Hansen Trust (the
8 "Trust"). Cross-Claim ¶ 16. Nona Tobin became the sole trustee of the Trust in January
9 2012 when Gordon Hansen passed away. Cross-Claim ¶ 17.

10 In 2012, the Trust defaulted on the homeowners' assessments. See Red Rock
11 Financial Ledger, Exhibit 2.

12 On September 17, 2012, Red Rock sent Gordon Hansen letters indicating that his
13 account was in collections with them. See Letters, Exhibit 3. The Letters that were sent
14 to both addresses (Olivia Heights and White Sage) stated in bold:

15 **A "30 Day Period" has been established for disputing the**
16 **validity of the debt, or any portion thereof.**

17 *Id.*

18 On September 20, 2012, Sun City Anthem sent Gordon Hansen a Notice of
19 Hearing that his account was delinquent and they were considering suspending
20 membership privileges. See Sun City Anthem Notice of Hearing, Exhibit 4.

21 On October 3, 2012, Tobin sent a letter to Sun City Anthem informing Sun City
22 Anthem that Gordon Hansen passed away ("Tobin Letter"). See Tobin Letter, Exhibit 5.

23 The Tobin Letter included a copy of the Notice of Hearing sent by Sun City
24 Anthem as it was stamped by Red Rock as received on October 8, 2012 with other
25 parts of the letter. *Id.*

26 The Tobin Letter also stated she was late and delinquent on assessments, that
27 she was attempting to short sale the Property, and she did not intend to pay any
28 additional assessments after the enclosed check. *Id.*

 Tobin in fact never paid assessments after the October 2012 Letter. See Ledger

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Exhibit 2.

The Tobin Letter stated:

- Enclosed please find:
1. Certificate of death for Gordon B. Hansen, property owner, on
1/14/2012
2. Check for \$300 HOA dues

On 2/14/2012, I listed Mr. Hansen's property for short sale with the Proudfit Realty Company. I continued to pay the HOA dues owed on the property, and wrote the enclosed check on 8/17/2012. Unfortunately, I failed to mail the check in a timely fashion. Subsequently, an offer was placed on the property as a short sale, and it is my understanding that the buyers will be moving in within the next month.

It is my request that the HOA pursue collection of any future HOA dues from the buyers within the escrow or from them directly once the sale is complete or however you normally handle cases in which the owner is deceased.

Any questions, please contact Doug Proudfit[.]

(See Tobin Letter, Exhibit 5).

On November 5, 2012, Red Rock sent letters to both addresses (Olivia Heights and White Sage) addressed to The Estate of Gordon N. Hansen, informing that they received the notification that Gordon Hansen had passed, and requesting the Estate contact the office within thirty days of the letter. See November Letters, Ledger, and Payment Allocation, Exhibit 6.

The Ledger and Payment Allocation indicate that payment was applied to July 1, 2012 Quarter Assessment and the July 31, 2012 Late Fee. *Id.*

On December 14, 2012, the HOA, through Red Rock Financial ("Red Rock") recorded a notice of delinquent assessment lien. Cross-Claim. ¶ 24, and see Exhibit 7.

On March 12, 2013, the HOA, through Red Rock, recorded a notice of default and election to sell. *Id.* ¶ 26 and see Exhibit 8. The first notice of default was rescinded on or about April 3, 2013. Cross-Claim. ¶ 27, and see Exhibit 9.

On April 8, 2013, a second notice of default and election to sell was recorded by

1 the HOA through Red Rock. Cross-Claim. ¶ 28, and see Exhibit 10.

2 The second notice of default and election to sell correctly notes the start of the
3 delinquency since July 1, 2012, stating:

4 As of 07/01/2012 forward, all assessments, whether monthly or
5 otherwise, late fees, interests, Association charges, legal fees and
6 collection fees and costs, **less any credits**, have gone unpaid.

7 Second Notice of Default and Election to Sell (emphasis added) Exhibit 10.

8 The Red Rock Ledger indicates the July 1, 2012 assessment payment was late,
9 this was put in the second notice of default and election to sell, and is confirmed by the
10 Tobin Letter. See Exhibit 2, Exhibit 5, and Exhibit 10.

11 On February 12, 2014, the HOA, through Red Rock, recorded a notice of
12 foreclosure sale. Cross-Claim. ¶ 30 and see Exhibit 11.

13 The Notice of Sale correctly references the second notice of default and election
14 to sell that was recorded on April 8, 2013. See Exhibit 10 and Exhibit 11.

15 Red Rock complied with all mailing requirements. See Exhibit 12, (“mailings”).
16 Mailings went to both the Property address (White Sage) and Tobin’s home address
17 (Olivia Heights). *Id.* Tobin signed for some of the mailings herself. *Id.*

18 The sale was scheduled for March 7, 2014, in the Notice of Sale. See Exhibit 11.
19 The sale was posted and published. See Exhibit 13.

20 The sale was postponed three times. See Exhibit 14, payoff demands and
21 Communications with Craig Leidy, at bates SCA000274 and SCA000308.

22 The postponements were made in part to help Tobin attempt to short sale the
23 property. See Exhibit 14 at bates SCA000274.

24 Tobin contracted with Craig Leidy to help her short sale the Property. Cross-
25 Claim ¶ 32 and See Exhibit 14 at SCA000327.

26 Craig Leidy requested the HOA waive thousands of dollars off the debt. See
27 Exhibit 14 at bates SCA000302, SCA000277, and SCA000276.

28 The HOA did communicate that it would waive some amounts but could not grant

1 the waiver to the extent requested. See Exhibit 14 at bates SCA000276.

2 Communication between Nationstar and Craig Leidy appears to indicate the
3 balance was too high for Nationstar to allow the short sale. See Exhibit 14 at bates
4 SCA000302 and SCA000274.

5 Sometime in May 2014, The Estate of Gordon Hansen entered into a Purchase
6 Agreement with MZK Residential LLC, contingent on short sale approval. See Short
7 Sale Purchase Agreement, Exhibit 15, and specifically see "Short Sale Approval at
8 bates Tobin 000076. Tobin initialed every page of the agreement. *Id.*

9 The HOA foreclosure took place on August 15, 2014, whereby the HOA, through
10 Red Rock, sold the Property to Thomas Lucas representing Opportunity Homes LLC for
11 \$63,100.00. See Exhibit 16.

12 A foreclosure deed in favor of Opportunity Homes LLC was recorded on August
13 22, 2014. See *Id.*

14 On October 13, 2014, Tobin sent an email to Craig Leidy, where she indicates her
15 belief that he failed to protect the Trust's interest, that she believed he was working with
16 the Purchaser Thomas Lucas, and also that she is aware that Red Rock interplead the
17 excess proceeds.¹ See Exhibit 17.

18 On August 11, 2017, A Notice of Entry Order Granting Thomas Lucas and
19 Opportunity Homes, LLC's Motion for Summary Judgment was filed in this case. See
20 Exhibit 18. The Order states:

21 While it is true that Mr. Lucas is a real estate licensee and an
22 independent agent working with BHHS, BHHS is a real estate
23 company that employs more than 800 real estate agents in Las
24 Vegas valley alone, and Mr. Lucas is not bound by the agreements
25 that Tobin could have signed with other BHHS agents.

26 *Id.* at p. 5.

27 Tobin has filed one cause of action for Quiet Title/Declaratory Relief against the
28

¹ See Cross-Claim ¶¶ 39 and 50 where Tobin alleges Red Rock failed to distribute proceeds.

1 HOA.²

2 **III. LEGAL STANDARD**

3 Summary Judgment is appropriate “when the pleadings and other evidence on
4 file demonstrate that no ‘genuine issue to any material fact [remains] and that the
5 moving party is entitled to a judgment as a matter of law.” *Wood v. Safeway, Inc.*, 121
6 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Additionally, “[t]he purpose of summary
7 judgment ‘is to avoid a needless trial when an appropriate showing is made in advance
8 that there is no genuine issue of fact to be tried, and the movant is entitled to judgment
9 as a matter of law.’” *McDonald v. D.P. Alexander & Las Vegas Boulevard, LLC*, 121
10 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting *Coray v. Home*, 80 Nev. 39, 40-41,
11 389 P.2d 76, 77 (1964). Moreover, the non-moving party “must, by affidavit or
12 otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial
13 or have summary judgment entered against [it].” *Wood*, 121 Nev. at 32, 121 P.3d at
14 1031. Though inferences are to be drawn in favor of the non-moving party, an
15 opponent to summary judgment, must show that it can produce evidence at trial to
16 support its claim or defense. *Van Cleave v. Kietz-Mill Minit Mart*, 97 Nev. 414, 417, 633
17 P.2d 1220, 222 (1981).

18 **IV. LEGAL ARGUMENT**

19 **A. The HOA is Entitled to Summary Judgment on Tobin’s Quiet
20 Title/Declaratory Relief Claim as the Trust was Delinquent on
21 Assessments and the HOA through Red Rock Foreclosed on the
22 Delinquency.**

23 Tobin argues that the Trust’s interest in the property was not extinguished by the
24 foreclosure sale. However, Tobin’s Cross-Claim against the HOA is factually inaccurate
25 as confirmed by review of Red Rock’s foreclosure file. On October 3, 2012, Tobin sent
26 a letter to the HOA that was eventually stamped received by Red Rock on October 8,
2012. See Exhibit 5 and Exhibit 19. The Letter stated:

27 _____
28 ² Tobin’s Motion to Amend was granted, however, the Amendment which was an attached Exhibit to the
Motion was never separately filed.

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Unfortunately, I failed to mail the check in a timely fashion. Subsequently, an offer was placed on the property as a short sale, and it is my understanding that the buyers will be moving in within the next month.

It is my request that the HOA pursue collection of any future HOA dues from the buyers within the escrow or from them directly once the sale is complete or however you normally handle cases in which the owner is deceased. *Id.*

The information matched Red Rock's ledgers indicating the July 2012 assessment was not timely paid. See Exhibit 2. The record indicates that Tobin was notified throughout the foreclosure process, and continued to attempt to short sale the Property throughout the foreclosure process. See Exhibits 12 -14. Throughout those notifications and attempts to short sale, Tobin never communicated a belief to Red Rock that her payment in check 143 that accompanied the Tobin Letter was not timely applied.

In Tobin's Opposition and the attached Declaration, she asserts the following:

- 8. Nona Tobin did not recall the timing and method of submitting the last payment (check 143, dated August 17, 2012 of \$275 assessments for the quarter ending September 30, 2012 plus \$25 installment late fee), and the anomalies with cancelled checks made Tobin think she had delivered it on August 17, 2012 with the check for the assessments paid for my own house.
- 9. On or about December 24, 2018 Nona Tobin saw SCA000063, a letter signed by her to the SCAHOA dated 10/3/12.
- 10. SCA000063 refreshed Tobin's memory that check 143 was sent with instructions to collect future assessments out of escrow because the house had been sold and to direct questions to Real Estate Broker Doug Proudfit, who was also a long-time SCA owner in good standing.

See Tobin's Opposition p. 4 and Tobin's Declaration ¶¶ 8-10. These statements appear to be made to avoid possible sanctions, but are vague enough to be unclear on whether they are admitting the October letter is accurate to timing of the payment. Still these statements make summary judgment appropriate for the HOA. These statements confirmed in the Declaration amount to Tobin's refusal to assert her own October 2012 letter is inaccurate. The Court should therefore conclude that delinquency was properly

1 calculated and the payment was properly applied in October when it was received.

2 Tobin asserts in her Opposition that the HOA made the following mistakes:

3 “(i) the HOA failed to properly credit payments; (ii) the HOA and RRFS
4 failed to accurately calculate the amount due; (iii) RRFS failed to provide
5 proper notice of the foreclosure sale; and perhaps most important, (iv) the
6 foreclosure was conducted on a cancelled Notice of Sale.

6 Opposition p. 13.

7 Tobin later repeats this assertion citing to the Declaration:

8
9 Generally, the HOA did not properly credit payments (Tobin Declaration,
10 ¶¶ 20-22), the HOA failed to accurately calculate the amount due (Tobin
11 Declaration, ¶¶ 23-30), the HOA failed to give proper notice of the
12 foreclosure sale (Tobin Declaration, ¶¶ 31-33, 37-38), and the Notice of
13 Sale was cancelled and not replaced (Tobin Declaration, ¶¶ 42-43).

12 Opposition p.16.

13
14 Tobin’s assertion (i) –(iii) are all dependant on the belief that her payment was
15 timely made, that the payment brought the balance to zero, and therefore collection
16 costs are inappropriate on a zero balance. However, again this contradicted by her own
17 letter in October of 2012 that she now fails to assert was incorrect or mistaken.

18 Further, the Notices indicate that the delinquency began on July 1, 2012. For
19 example, the second notice of default and election to sell correctly notes the start of the
20 delinquency since July 1, 2012, stating:

21 As of 07/01/2012 forward, all assessments, whether monthly or
22 otherwise, late fees, interests, Association charges, legal fees and
23 collection fees and costs, **less any credits**, have gone unpaid.

23 Tobin argues that “[the] notice incorrectly states that no payments of any kind have
24 been made since July 1, 2012.” Cross-Claim ¶ 28. Tobin also repeats this argument for
25 the Foreclosure Deed, arguing that the statement is indicating no payments since that
26 date. Cross-Claim ¶ 37. This argument is factually incorrect and a misreading of the
27 above cited statement from the Notices. The statement is indicating the start date of the
28 delinquency and the fact that the delinquency has never been completely satisfied

1 (meaning reached a zero balance). This is true because of the inclusion of the
2 language “less any credits.” The statement is stating all the amounts that make up the
3 delinquency less and credits has not been brought to a zero balance.

4 Tobin also argues that the July date is incorrect, because July assessments
5 should have been paid and the account should have received a zero balance at that
6 time. Cross-Claim ¶ 22. However, this argument is based on the assumption that Tobin
7 paid timely, which again is contradicted by the Tobin Letter. Exhibit 5. The Letter aligns
8 with the Red Rock ledger to demonstrate the payment was not received until October.
9 See Exhibit 2. Therefore, the statement in the notices that the delinquency beginning in
10 July 2012 never reached a zero balance is accurate and confirmed by the ledgers.

11 Tobin also falsely claims that “[the] Notice of Sale incorrectly referenced the First
12 Notice of Default, which had been cancelled.” Cross-Claim ¶ 33. This is false. The
13 HOA, on March 12, 2013, through Red Rock, did record a notice of default and election
14 to sell. Exhibit 8. Red Rock did have the first notice of default rescinded on or about
15 April 3, 2013. Exhibit 9. However, Red Rock recorded, a second notice of default and
16 election to sell on April 8, 2013. Exhibit 10. attached hereto. The Notice of Foreclosure
17 Sale recorded on February 12, 2014, references the second notice of default and
18 election to sell that was recorded on April 8, 2013. See Exhibit 11.

19 Tobin’s fourth claim in her Opposition: “(iv) the foreclosure was conducted on a
20 cancelled Notice of Sale” is both factually inaccurate and a misstatement of law. The
21 Notice of Sale was never rescinded and there is no such recording in the record. The
22 Sale was postponed but a postponement is not a cancellation and does not legally
23 require the recording of a new notice of sale. Additionally, the postponements were
24 made with Tobin’s or her agent’s knowledge and for her benefit to continue to attempt to
25 short sale the property. The postponements did not prejudice Tobin and were not a
26 cancellation of the Notice of Sale.
27
28

1 Therefore, the HOA through Red Rock did not wrongfully foreclose which is the
2 underlining assertion of the Tobin claim. The claim is ripe for summary judgment as
3 Tobin will not be able to overcome the weight of her previous statement. Tobin's
4 previous statement taken as true indicates there is no disputed material fact that the
5 delinquency was properly accounted for and foreclosed on. A party cannot defeat
6 summary judgment by contradicting itself. See *Aldabe v. Adams*, 81 Nev. 280, 284–85,
7 402 P.2d 34, 36–37 (1965) (refusing to credit sworn statement made in opposition to
8 summary judgment that was in direct conflict with an earlier statement of the same
9 party). The October 2012 Letter contradicts the Cross-Claim, however, Tobin's
10 Opposition walk's back the assertions in the Cross-Claim and fails to challenge the
11 Letter as to the timing of the payment. Tobin instead Declares:

- 12 9. On or about December 24, 2018 Nona Tobin saw SCA000063, a
13 letter signed by her to the SCAHOA dated 10/3/12.
14 10. SCA000063 refreshed Tobin's memory that check 143 was sent
with instructions to collect future assessments out of escrow . . .

15 Tobin's Declaration ¶¶ 9-10. The instructions referenced are in the October Letter, and
16 therefore Tobin is admitting the check was sent with the October Letter. *Id.*, and see
17 Tobin Letter, Exhibit 5. Tobin's claims are dependant on the assertion in the Cross-
18 Claim that a payment was made in August.

19 Tobin or her agent were in communication with Red Rock throughout the
20 foreclosure process and never raise the belief that the payment was applied incorrectly
21 and the late fee waiver was approved anyway. See Exhibits 12 – 14.

22 Accordingly, the HOA is entitled to Summary Judgment on the Quiet
23 Title/Declaratory Relief claim.

24 Alternatively, the HOA is still entitled to Summary Judgment because the claim in
25 Equity favors the HOA. The HOA includes its equitable arguments including: Shadow
26 Wood, Estoppel, and Unclean Hands, from its Motion for Summary Judgment as if fully
27 set forth herein.
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V. CONCLUSION

Based on the foregoing arguments, the HOA respectfully requests that its Motion for Summary Judgment be granted.

Dated this 6th day of March, 2019.

LIPSON NEILSON P.C.

/s/ DAVID T. OCHOA

BY: _____
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*Attorneys for Defendant SUN CITY ANTHEM
COMMUNITY ASSOCIATION*

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of March, 2019, service of the foregoing **CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S REPLY IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT** was made by electronic submission and filing of the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

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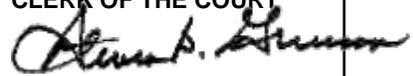
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Attorney for Nona Tobin an individual and Trustee of the Gordon B. Hansen Trust, dated 8/22/25

/s/ Ashley Scott-Johnson

An Employee of LIPSON NEILSON, P.C.



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12 *Attorneys for Nationstar Mortgage LLC*

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

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

18 Plaintiff,

19 vs.

20 BANK OF AMERICA, N.A.,

21 Defendant.

22 NATIONSTAR MORTGAGE LLC

23 Counter-Claimant,

24 vs.

25 JIMI JACK IRREVOCABLE TRUST,

26 Counter-Defendant.

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

Counter-Claimant,

vs.

JOEL A. STOKES and SANDRA F. STOKES,
as trustees of the JIMI JACK IRREVOCABLE
TRUST, SUN CITY ANTHEM
COMMUNITY ASSOCIATION, INC., YUEN

Case No.: A-15-720032-C
Dept. No.: XXXI

**STIPULATION AND ORDER
REFORMING CAPTION**

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TC3

1 K. LEE, an Individual, d/b/a Manager, F.
2 BONDURANT, LLC, and DOES 1-10, AND
3 ROE CORPORATIONS 1-10, inclusive,
4
5 Counter-Defendants.

6 Joel A. Stokes and Sandra F. Stokes as Trustees of the Jimijack Irrevocable Trust
7 (Jimijack Trust) and Yuen K. Lee d/b/a F. Bondurant, LLC, through their counsel of record,
8 Joseph Y. Hong, Esq. of Hong & Hong; Sun City Anthem Community Association, Inc. (Sun
9 City HOA), through its counsel of record, David T. Ochoa, Esq. of Lipson Neilson, P.C.;
10 Nationstar Mortgage LLC (Nationstar), through its counsel of record, Melanie D. Morgan of
11 Akerman LLP, and Nona Tobin, an individual and Trustee of the Gordon B. Hansen Trust
12 (Tobin), through its counsel L. Joe Coppedge of Mushkin Cica Coppedge, stipulate and agree as
13 follows:
14

15 IT IS STIPULATED that the caption be amended to remove Tobin's cross-claims against
16 Opportunity Homes, LLC and Thomas Lucas as a result of this Court's order granting Thomas
17 Lucas and Opportunity Homes, LLCs' motion for summary judgment entered on August 11,
18 2017.

19
20 IT IS FURTHER STIPULATED that the caption be amended to remove Nationstar's
21 claims against Opportunity Homes, LLC and F. Bondurant, LLC as a result of the stipulation and
22 order dismissing these claims entered on February 20, 2019.

23
24 IT IS FURTHER STIPULATED that the caption be amended to remove Jimijack Trust's
25 claims against Sun City HOA as Sun City HOA was never served with Jimijack Trust's
26 complaint.

27 IT IS FURTHER STIPULATED that the caption be amended to remove Nationstar's
28

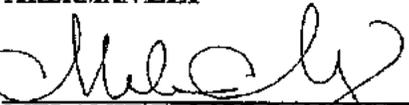
1 claims against DOES I through X, inclusive and ROE CORPORATIONS XI through XX,
2 inclusive.

3 IT IS FURTHER STIPULATED that the caption be amended to remove Jimijack Trust's
4 claims against DOES I through X and ROE BUSINESS ENTITIES I through X.

5 DATED February 27, 2019
6

7 Dated this 27 day of February, 2019.

8 **AKERMAN LLP**

9 

10 MELANIE D. MORGAN, ESQ.
11 Nevada Bar No. 8215
12 THERA A. COOPER, ESQ.
13 Nevada Bar No. 13468
14 1635 Village Center Circle, Suite 200
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Attorneys for Nationstar Mortgage LLC

Dated this 27 day of February, 2019.

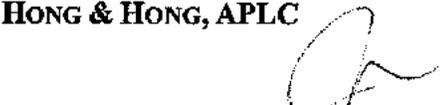
MUSHKIN CICA COPPEDGE



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15 Dated this 27 day of February, 2019.

16 **HONG & HONG, APLC**

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*Attorney for Joel A. Stokes and Sandra F.
Stokes as Trustees of the Jimijack Irrevocable
Trust and Yuen K. Lee d/b/a F. Bondurant,
LLC)*

Dated this ___ day of February, 2019.

LIPSON NEILSON

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5 DATED February 27, 2019

6 Dated this ___ day of February, 2019.

7 **AKERMAN LLP**

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Association, Inc.*

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1 claims against DOES I through X, inclusive and ROE CORPORATIONS XI through XX,
2 inclusive.

3 IT IS FURTHER STIPULATED that the caption be amended to remove Jimijack Trust's
4 claims against DOES I through X and ROE BUSINESS ENTITIES I through X.

5
6 DATED February 27, 2019

7
8 Dated this 27 day of February, 2019.

9 **AKERMAN LLP**

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23 Stokes as Trustees of the Jimijack Irrevocable
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25 LLC)*

15 Dated this ___ day of February, 2019.

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ORDER

Based upon the stipulation of the parties, **IT IS ORDERED** that the caption is amended to remove Tobin's cross-claims against Opportunity Homes, LLC and Thomas Lucas; remove Nationstar's claims against Opportunity Homes, LLC and F. Bondurant, LLC; Jimijack Trust's claims against Sun City HOA, Nationstar's claims against DOES I through X, inclusive and ROE CORPORATIONS XI through XX, inclusive and Jimijack Trust's claims against DOES I through X and ROE BUSINESS ENTITIES I through X.

DATED this 1 day of March, 2019.


JOANNA S. KISHNER
DISTRICT COURT JUDGE

Respectfully submitted by:

AKERMAN LLP

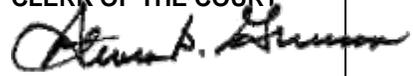

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12 *Attorneys for Defendant in*
13 *Intervention/Counterclaimant, Nationstar*
14 *Mortgage LLC*

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

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

20 Plaintiff,

21 vs.

22 BANK OF AMERICA, N.A.; SUN CITY
23 ANTHEM COMMUNITY ASSOCIATION,
24 INC.; DOES I through X and ROE BUSINESS
25 ENTITIES I through X, inclusive,

26 Defendants.

27 NATIONSTAR MORTGAGE LLC

28 Counter-Claimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counter-Defendants.

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

Counter-Claimant,

vs.

Case No.: A-15-720032-C
Dept. No.: XXXI

**NOTICE OF ENTRY OF STIPULATION
AND ORDER REFORMING CAPTION**

AA 001015

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

Counter-Defendants.

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that a **STIPULATION AND ORDER REFORMING**
CAPTION was entered on this 7th day of March, 2019 a copy of which is attached hereto as
Exhibit A.

Dated: March 7, 2019

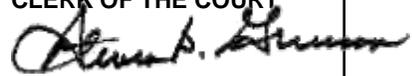
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/s/ Donna M. Wittig
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*Attorneys for Defendant in
Intervention/Counterclaimant, Nationstar
Mortgage LLC*

EXHIBIT A

EXHIBIT A



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12 *Attorneys for Nationstar Mortgage LLC*

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

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

18 **Plaintiff,**

19 vs.

20 **BANK OF AMERICA, N.A.,**

21 **Defendant.**

22 **NATIONSTAR MORTGAGE LLC**

23 **Counter-Claimant,**

24 vs.

25 **JIMI JACK IRREVOCABLE TRUST,**

26 **Counter-Defendant.**

27 **NONA TOBIN, an individual, and Trustee of**
28 **the GORDON B. HANSEN TRUST. Dated**
8/22/08

Counter-Claimant,

vs.

JOEL A. STOKES and SANDRA F. STOKES,
as trustees of the JIMI JACK IRREVOCABLE
TRUST, SUN CITY ANTHEM
COMMUNITY ASSOCIATION, INC., YUEN

Case No.: A-15-720032-C
Dept. No.: XXXI

STIPULATION AND ORDER
REFORMING CAPTION

AKERMAN LLP

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LAS VEGAS, NEVADA 89134
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AA 001019

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TC3

1 K. LEE, an Individual, d/b/a Manager, F.
2 BONDURANT, LLC, and DOES 1-10, AND
3 ROE CORPORATIONS 1-10, inclusive,
4
5 Counter-Defendants.

6 Joel A. Stokes and Sandra F. Stokes as Trustees of the Jimijack Irrevocable Trust
7 (Jimijack Trust) and Yuen K. Lee d/b/a F. Bondurant, LLC, through their counsel of record,
8 Joseph Y. Hong, Esq. of Hong & Hong; Sun City Anthem Community Association, Inc. (Sun
9 City HOA), through its counsel of record, David T. Ochoa, Esq. of Lipson Neilson, P.C.;
10 Nationstar Mortgage LLC (Nationstar), through its counsel of record, Melanie D. Morgan of
11 Akerman LLP, and Nona Tobin, an individual and Trustee of the Gordon B. Hansen Trust
12 (Tobin), through its counsel L. Joe Coppedge of Mushkin Cica Coppedge, stipulate and agree as
13 follows:
14

15 IT IS STIPULATED that the caption be amended to remove Tobin's cross-claims against
16 Opportunity Homes, LLC and Thomas Lucas as a result of this Court's order granting Thomas
17 Lucas and Opportunity Homes, LLCs' motion for summary judgment entered on August 11,
18 2017.
19

20 IT IS FURTHER STIPULATED that the caption be amended to remove Nationstar's
21 claims against Opportunity Homes, LLC and F. Bondurant, LLC as a result of the stipulation and
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24 IT IS FURTHER STIPULATED that the caption be amended to remove Jimijack Trust's
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27

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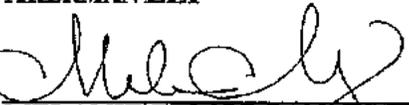
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3 IT IS FURTHER STIPULATED that the caption be amended to remove Jimijack Trust's
4 claims against DOES I through X and ROE BUSINESS ENTITIES I through X.

5
6 DATED February 27, 2019

7
8 Dated this 27 day of February, 2019.

9 **AKERMAN LLP**

10 

11 MELANIE D. MORGAN, ESQ.
12 Nevada Bar No. 8215
13 THERA A. COOPER, ESQ.
14 Nevada Bar No. 13468
15 1635 Village Center Circle, Suite 200
16 Las Vegas, Nevada 89134
17 *Attorneys for Nationstar Mortgage LLC*

8 Dated this 27 day of February, 2019.

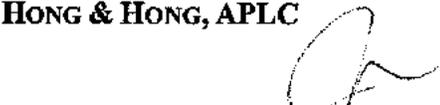
9 **MUSHKIN CICA COPPEDGE**

10 

11 L. JOE COPPEDGE, ESQ.
12 Nevada Bar No. 4954
13 4495 S. Pecos Rd.
14 Las Vegas, Nevada 89121
15 *Attorney for Nona Tobin, an individual and
16 Trustee of the Gordon B. Hansen Trust*

15 Dated this 27 day of February, 2019.

16 **HONG & HONG, APLC**

17 

18 JOSEPH Y. HONG, ESQ.
19 Nevada Bar No. 5995
20 1980 Festival Drive, Suite 650
21 Las Vegas, Nevada 89135
22 *Attorney for Joel A. Stokes and Sandra F.
23 Stokes as Trustees of the Jimijack Irrevocable
24 Trust and Yuen K. Lee d/b/a F. Bondurant,
25 LLC)*

15 Dated this ___ day of February, 2019.

16 **LIPSON NEILSON**

17
18 DAVID T. OCHOA, ESQ.
19 Nevada Bar No. 10414
20 9900 Covington Cross Dr., Suite 120
21 Las Vegas, Nevada 89144
22 *Attorney for Sun City Anthem Community
23 Association, Inc.*

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1 claims against DOES I through X, inclusive and ROE CORPORATIONS XI through XX,
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4 claims against DOES I through X and ROE BUSINESS ENTITIES I through X.

5 DATED February 27, 2019

6 Dated this ___ day of February, 2019.

7 **AKERMAN LLP**

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11 MELANIE D. MORGAN, ESQ.
12 Nevada Bar No. 8215
13 THERA A. COOPER, ESQ.
14 Nevada Bar No. 13468
15 1635 Village Center Circle, Suite 200
16 Las Vegas, Nevada 89134
17 *Attorneys for Nationstar Mortgage LLC*

18 Dated this ___ day of February, 2019.

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22 JOSEPH Y. HONG, ESQ.
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26 *Attorney for Joel A. Stokes and Sandra F.*
27 *Stokes as Trustees of the Jimijack Irrevocable*
28 *Trust and Yuen K. Lee d/b/a F. Bondurant,*
LLC)

////

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////

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Dated this ___ day of February, 2019.

MUSHKIN CICA COPPEDGE

L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
4495 S. Pecos Rd.
Las Vegas, Nevada 89121
Attorney for Nona Tobin, an individual and
Trustee of the Gordon B. Hansen Trust

Dated this 27 day of February, 2019.

LIPSON NEILSON


DAVID T. OCHOA, ESQ.
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9900 Covington Cross Dr., Suite 120
Las Vegas, Nevada 89144
Attorney for Sun City Anthem Community
Association, Inc.

1 claims against DOES I through X, inclusive and ROE CORPORATIONS XI through XX,
2 inclusive.

3 IT IS FURTHER STIPULATED that the caption be amended to remove Jimijack Trust's
4 claims against DOES I through X and ROE BUSINESS ENTITIES I through X.

5
6 DATED February 27, 2019

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8 Dated this 27 day of February, 2019.

9 **AKERMAN LLP**

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1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134
Attorneys for Nationstar Mortgage LLC

8 Dated this ___ day of February, 2019.

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10 L. JOE COPPEDGE, ESQ.

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13 Las Vegas, Nevada 89121
14 *Attorney for Nona Tobin, an individual and
Trustee of the Gordon B. Hansen Trust*

15 Dated this ___ day of February, 2019.

16 **HONG & HONG, APLC**

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20 *Attorney for Joel A. Stokes and Sandra F.
21 Stokes as Trustees of the Jimijack Irrevocable
22 Trust and Yuen K. Lee d/b/a F. Bondurant,
LLC)*

15 Dated this ___ day of February, 2019.

16 **LIPSON NEILSON**

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18 DAVID T. OCHOA, ESQ.

19 Nevada Bar No. 10414
9900 Covington Cross Dr., Suite 120
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20 *Attorney for Sun City Anthem Community
21 Association, Inc.*

23
24
25
26
27
28
AA 001023

ORDER

Based upon the stipulation of the parties, **IT IS ORDERED** that the caption is amended to remove Tobin's cross-claims against Opportunity Homes, LLC and Thomas Lucas; remove Nationstar's claims against Opportunity Homes, LLC and F. Bondurant, LLC; Jimijack Trust's claims against Sun City HOA, Nationstar's claims against DOES I through X, inclusive and ROE CORPORATIONS XI through XX, inclusive and Jimijack Trust's claims against DOES I through X and ROE BUSINESS ENTITIES I through X.

DATED this 1 day of March, 2019.


JOANNA S. KISHNER
DISTRICT COURT JUDGE

Respectfully submitted by:

AKERMAN LLP

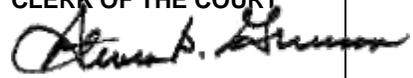

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*Attorneys for Defendant in Intervention/Counterclaimant,
Nationstar Mortgage LLC*

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1 **NTSO**
2 MELANIE D. MORGAN, ESQ.
3 Nevada Bar No. 8215
4 DONNA M. WITTIG, ESQ.
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10 melanie.morgan@akerman.com
11 donna.wittig@akerman.com

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

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

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

20 Plaintiff,

21 vs.

22 BANK OF AMERICA, N.A.,

23 Defendant,

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept. No.: XXXI

**AMENDED NOTICE OF ENTRY OF
STIPULATION AND ORDER
REFORMING CAPTION**

24 NATIONSTAR MORTGAGE LLC

25 Counter-Claimant,

26 vs.

27 JIMI JACK IRREVOCABLE TRUST,

28 Counter-Defendant,

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

Counter-Claimant,

vs.

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

Counter-Defendants.

AKERMAN LLP

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AA 001025

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TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that a **STIPULATION AND ORDER REFORMING CAPTION** was entered on this 12th day of March, 2019 a copy of which is attached hereto as **Exhibit A**. This Amended Notice of Entry of Order is filed to correct the caption on the Notice of Entry of Order filed on March 7, 2019.

Dated: March 12, 2019

AKERMAN LLP

/s/ Melanie D. Morgan
MELANIE D. MORGAN, ESQ.
Nevada Bar No. 8215
DONNA M. WITTIG, ESQ.
Nevada Bar No. 11015
1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134

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

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 12th day
3 of March, 2019, I caused to be served a true and correct copy of the foregoing **AMENDED**
4 **NOTICE OF ENTRY OF STIPULATION AND ORDER REFORMING CAPTION**, in the
5 following manner:

6 **(ELECTRONIC SERVICE)** Pursuant to Administrative Order 14-2, the above-
7 referenced document was electronically filed on the date hereof and served through the Notice of
8 Electronic Filing automatically generated by the Court's facilities to those parties listed on the
9 Court's Master Service List as follows:

10
11 **Michael R. Mushkin & Associates**

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

15 **Lipson Neilson P.C.**

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

21 **Medrala Law Firm, PLLC**

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

25 **Hong & Hong APLC**

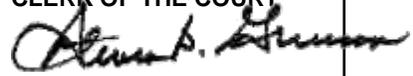
26 Joseph Y. Hong, Esq. yosuphonglaw@gmail.com
27 Nona Tobin nonatobin@gmail.com
28

/s/Jill Sallade

An employee of AKERMAN LLP

EXHIBIT A

EXHIBIT A



1 **SAO**
2 MELANIE D. MORGAN, ESQ.
3 Nevada Bar No. 8215
4 DONNA M. WITTIG, ESQ.
5 Nevada Bar No. 11015
6 AKERMAN LLP
7 1635 Village Center Circle, Suite 200
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10 melanie.morgan@akerman.com
11 donna.wittig@akerman.com
12 *Attorneys for Nationstar Mortgage LLC*

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

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

18 Plaintiff,

19 vs.

20 BANK OF AMERICA, N.A.,

21 Defendant.

22 NATIONSTAR MORTGAGE LLC

23 Counter-Claimant,

24 vs.

25 JIMI JACK IRREVOCABLE TRUST,

26 Counter-Defendant.

27 NONA TOBIN, an individual, and Trustee of
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8/22/08

Counter-Claimant,

vs.

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Case No.: A-15-720032-C
Dept. No.: XXXI

**STIPULATION AND ORDER
REFORMING CAPTION**

AKERMAN LLP

1635 VILLAGE CENTER CIRCLE, SUITE 200
LAS VEGAS, NEVADA 89134
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AA 001029

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TC3

1 K. LEE, an Individual, d/b/a Manager, F.
2 BONDURANT, LLC, and DOES 1-10, AND
3 ROE CORPORATIONS 1-10, inclusive,
4
5 Counter-Defendants.

6 Joel A. Stokes and Sandra F. Stokes as Trustees of the Jimijack Irrevocable Trust
7 (Jimijack Trust) and Yuen K. Lee d/b/a F. Bondurant, LLC, through their counsel of record,
8 Joseph Y. Hong, Esq. of Hong & Hong; Sun City Anthem Community Association, Inc. (Sun
9 City HOA), through its counsel of record, David T. Ochoa, Esq. of Lipson Neilson, P.C.;
10 Nationstar Mortgage LLC (Nationstar), through its counsel of record, Melanie D. Morgan of
11 Akerman LLP, and Nona Tobin, an individual and Trustee of the Gordon B. Hansen Trust
12 (Tobin), through its counsel L. Joe Coppedge of Mushkin Cica Coppedge, stipulate and agree as
13 follows:
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16 Opportunity Homes, LLC and Thomas Lucas as a result of this Court's order granting Thomas
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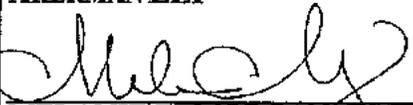
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5 DATED February 27, 2019
6

7 Dated this 27 day of February, 2019.

8 **AKERMAN LLP**

9 

10 MELANIE D. MORGAN, ESQ.
11 Nevada Bar No. 8215
12 THERA A. COOPER, ESQ.
13 Nevada Bar No. 13468
14 1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134
Attorneys for Nationstar Mortgage LLC

Dated this 27 day of February, 2019.

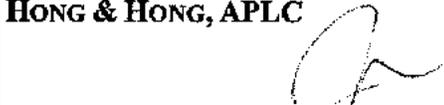
MUSHKIN CICA COPPEDGE



L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
4495 S. Pecos Rd.
Las Vegas, Nevada 89121
*Attorney for Nona Tobin, an individual and
Trustee of the Gordon B. Hansen Trust*

15 Dated this 27 day of February, 2019.

16 **HONG & HONG, APLC**

17 

18 JOSEPH Y. HONG, ESQ.
19 Nevada Bar No. 5995
20 1980 Festival Drive, Suite 650
21 Las Vegas, Nevada 89135
*Attorney for Joel A. Stokes and Sandra F.
Stokes as Trustees of the Jimijack Irrevocable
Trust and Yuen K. Lee d/b/a F. Bondurant,
LLC)*

Dated this ___ day of February, 2019.

LIPSON NEILSON

DAVID T. OCHOA, ESQ.
Nevada Bar No. 10414
9900 Covington Cross Dr., Suite 120
Las Vegas, Nevada 89144
*Attorney for Sun City Anthem Community
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17 *Attorneys for Nationstar Mortgage LLC*

18 Dated this ___ day of February, 2019.

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27 *Stokes as Trustees of the Jimijack Irrevocable*
28 *Trust and Yuen K. Lee d/b/a F. Bondurant,*
LLC)

////

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Dated this ___ day of February, 2019.

MUSHKIN CICA COPPEDGE

L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
4495 S. Pecos Rd.
Las Vegas, Nevada 89121
Attorney for Nona Tobin, an individual and
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Dated this 27 day of February, 2019.

LIPSON NEILSON


DAVID T. OCHOA, ESQ.
Nevada Bar No. 10414
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Attorney for Sun City Anthem Community
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8 Dated this ___ day of February, 2019.

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16 *Trustee of the Gordon B. Hansen Trust*

15 Dated this ___ day of February, 2019.

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15 Dated this ___ day of February, 2019.

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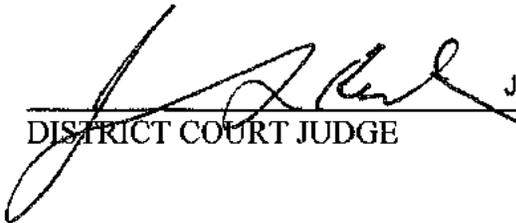
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AA 001033

ORDER

Based upon the stipulation of the parties, **IT IS ORDERED** that the caption is amended to remove Tobin's cross-claims against Opportunity Homes, LLC and Thomas Lucas; remove Nationstar's claims against Opportunity Homes, LLC and F. Bondurant, LLC; Jimijack Trust's claims against Sun City HOA, Nationstar's claims against DOES I through X, inclusive and ROE CORPORATIONS XI through XX, inclusive and Jimijack Trust's claims against DOES I through X and ROE BUSINESS ENTITIES I through X.

DATED this 1 day of March, 2019.


JOANNA S. KISHNER
DISTRICT COURT JUDGE

Respectfully submitted by:

AKERMAN LLP

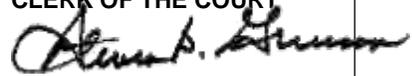

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12 Attorneys for Cross-Defendant
13 Sun City Anthem Community Association

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DISTRICT COURT
CLARK COUNTY, NEVADA

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

14 Plaintiff,

15 vs.

16 BANK OF AMERICA, N.A.,

17 Defendant.

18 NATIONSTAR MORTGAGE, LLC

19 Counter-Claimant,

20 vs.

21 JIMI JACK IRREVOCABLE TRUST,

22 Counter-Defendant.

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

26 Counter-Claimant,

27 vs.

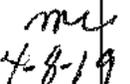
28 JOEL A. STOKES and SANDRA F.
STOKES, as trustees of the JIMI JACK
IRREVOCABLE TRUST, SUN CITY

CASE NO.: A-15-720032-C

Dept. XXXI

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER ON CROSS-
DEFENDANT SUN CITY ANTHEM
COMMUNITY ASSOCIATION'S MOTION
FOR SUMMARY JUDGMENT**

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144



1 ANTHEM COMMUNITY ASSOCIATION,
2 INC., YUEN K. LEE, an Individual, d/b/a/
3 Manager, F. BONDURANT, LLC, and
DOES 1-10, and ROE CORPORATIONS
1-10, inclusive,

4 Counter-Defendants,

5
6 On February 5, 2019, Cross-Defendant Sun City Anthem Community Association
7 filed its Motion for Summary Judgment ("Motion"). On February 12, 2019 Nationstar
8 Mortgage, LLC filed its Joinder thereto. On March 5, 2019, Nona Tobin, individually and
9 as Trustee of the Gordon B. Hansen Trust filed her Opposition to the Motion. On March
10 6, 2019, Cross-Defendant Sun City Anthem Community Association filed its Reply in
11 Support of the Motion for Summary Judgment. On March 5, 2019, the Court issued its
12 Minute Order granting the Motion, having not received any opposition to the Motion.

13 The Motion was heard on March 26, 2019 at 9:30 a.m. in the above captioned
14 matter. In attendance were David T. Ochoa on behalf of Sun City Anthem Community
15 Association ("HOA" or "Sun City Anthem"), Joe Coppedge on behalf of Nona Tobin,
16 individually and as Trustee of the Gordon B. Hansen Trust ("Tobin"), Joseph Hong on
17 behalf of Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust
18 ("Purchaser"), and also on behalf of F. Bondurant, LLC, and Melanie Morgan on behalf of
19 Nationstar Mortgage, LLC ("Nationstar"). At the hearing, the parties stipulated to
20 vacating the March 5, 2019 Minute Order and to hear the Motion on its merits.
21 Additionally, Purchaser and F. Bondurant, LLC, made an Oral request to Join the Motion,
22 to which Tobin objected.

23 The Court having reviewed the papers and pleadings, and having heard oral
24 argument, issues the following findings of fact, conclusions of law and order:

25 **FINDINGS OF FACT**

26 1. In 2003, Gordon B. Hansen obtained a loan to purchase the real property
27 located at 2763 White Sage Drive, Henderson, NV 89052 (the "Property").
28

1 2. The Property was subject to the HOA's Covenants, Conditions and
2 Restrictions "CC&Rs".

3 3. In 2008, title to Property was transferred to the Gordon B. Hansen Trust
4 (the "Trust"). Nona Tobin became the sole trustee of the Trust in January 2012 when
5 Gordon Hansen passed away.

6 4. In 2012, the Trust defaulted on the homeowners' assessments.

7 5. On September 17, 2012, Red Rock Financial ("Red Rock"), the HOA's
8 collection company, sent Gordon Hansen letters indicating that his account was in
9 collections with them.

10 6. On September 20, 2012, Sun City Anthem sent Gordon Hansen a Notice
11 of Hearing that his account was delinquent and they were considering suspending
12 membership privileges.

13 7. On October 3, 2012, Tobin sent a letter to Sun City Anthem informing Sun
14 City Anthem that Gordon Hansen passed away ("Tobin Letter").

15 8. The Tobin Letter included a copy of the Notice of Hearing sent by Sun City
16 Anthem as it was stamped by Red Rock as received on October 8, 2012 with other
17 parts of the letter.

18 9. The Tobin Letter also stated she was late and delinquent on assessments,
19 that she was attempting to short sale the Property, and she did not intend to pay any
20 additional assessments after the enclosed check.

21 10. Tobin in fact never paid assessments after the October 2012 Tobin Letter.

22 11. Tobin was handling affairs for The Estate of Gordon N. Hansen and
23 owned her own property in Sun City Anthem at an Olivia Heights address.

24 12. On November 5, 2012, Red Rock sent letters to both addresses (Olivia
25 Heights and White Sage) addressed to The Estate of Gordon N. Hansen, informing that
26 they received the notification that Gordon Hansen had passed, and requesting the
27 Estate contact the office within thirty days of the letter.

28

1 13. The Ledger and Payment Allocation indicate that payment was applied to
2 the July 1, 2012 Quarter Assessment and the July 31, 2012 Late Fee.

3 14. On December 14, 2012, the HOA, through Red Rock recorded a notice of
4 delinquent assessment lien.

5 15. On March 12, 2013, the HOA, through Red Rock, recorded a notice of
6 default and election to sell. The first notice of default was rescinded on or about April 3,
7 2013.

8 16. On April 8, 2013, a second notice of default and election to sell was
9 recorded by the HOA through Red Rock.

10 17. The second notice of default and election to sell correctly notes the start of
11 the delinquency since July 1, 2012.

12 18. The Red Rock Ledger indicates the July 1, 2012 assessment payment
13 was late, this was put in the second notice of default and election to sell, and is
14 confirmed by the Tobin Letter.

15 19. On February 12, 2014, the HOA, through Red Rock, recorded a notice of
16 foreclosure sale.

17 20. The Notice of Sale correctly referenced the second notice of default and
18 election to sell that was recorded on April 8, 2013.

19 21. Red Rock complied with all mailing requirements. Mailings went to both
20 the Property address (White Sage) and Tobin's home address (Olivia Heights). Tobin
21 signed for some of the mailings herself.

22 22. The sale was scheduled for March 7, 2014, in the Notice of Sale. The
23 sale was posted and published.

24 23. The sale was postponed three times.

25 24. The postponements were made in part to help Tobin attempt to short sale
26 the Property.

27 25. Tobin contracted with Craig Leidy to help her short sale the Property.
28

1 26. Craig Leidy requested the HOA waive thousands of dollars off the debt.

2 27. The HOA communicated that it would waive some amounts but could not
3 grant the waiver to the extent requested.

4 28. Communication between Nationstar and Craig Leidy appears to indicate
5 the balance was too high for Nationstar to allow the short sale.

6 29. Sometime in May 2014, The Estate of Gordon Hansen entered into a
7 Purchase Agreement with MZK Residential LLC, contingent on short sale approval.
8 Tobin initialed every page of the agreement.

9 30. The HOA foreclosure took place on August 15, 2014, whereby the HOA,
10 through Red Rock, sold the Property to Thomas Lucas representing Opportunity Homes
11 LLC for \$63,100.00.

12 31. A foreclosure deed in favor of Opportunity Homes LLC was recorded on
13 August 22, 2014.

14 32. On October 13, 2014, Tobin sent an email to Craig Leidy, where she
15 indicated her belief that he failed to protect the Trust's interest, that she believed he was
16 working with the Purchaser Thomas Lucas, and also that she was aware that Red Rock
17 interplead the excess proceeds.

18 33. On August 11, 2017, A Notice of Entry Order Granting Thomas Lucas and
19 Opportunity Homes, LLC's Motion for Summary Judgment was filed in this case. The
20 Order states:

21 While it is true that Mr. Lucas is a real estate licensee and an
22 independent agent working with BHHS, BHHS is a real estate
23 company that employs more than 800 real estate agents in Las
24 Vegas valley alone, and Mr. Lucas is not bound by the agreements
25 that Tobin could have signed with other BHHS agents.

26 34. Tobin has filed one cause of action for Quiet Title/Declaratory Relief
27 against the HOA.

28 35. On January 10, 2019, the Court issued a Minute Order on Tobin's Motion
to Amend Answer, Counterclaim, and Crossclaims that was filed on November 30,

1 2018.

2 36. No separate order or entry of order was filed regarding the Amended
3 Answer, Counterclaim, and Crossclaims.

4
5 37. The Amended Answer, Counterclaim, and Crossclaims was not separately
6 filed.

7 CONCLUSIONS OF LAW

8 1. Summary Judgment is appropriate "when the pleadings and other
9 evidence on file demonstrate that no 'genuine issue to any material fact [remains] and
10 that the moving party is entitled to a judgment as a matter of law.'" *Wood v. Safeway,*
11 *Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Additionally, "[t]he purpose of
12 summary judgment 'is to avoid a needless trial when an appropriate showing is made in
13 advance that there is no genuine issue of fact to be tried, and the movant is entitled to
14 judgment as a matter of law.'" *McDonald v. D.P. Alexander & Las Vegas Boulevard,*
15 *LLC*, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting *Coray v. Home*, 80 Nev. 39,
16 40-41, 389 P.2d 76, 77 (1964). Moreover, the non-moving party "must, by affidavit or
17 otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial
18 or have summary judgment entered against [it]." *Wood*, 121 Nev. at 32, 121 P.3d at
19 1031. Though inferences are to be drawn in favor of the non-moving party, an
20 opponent to summary judgment, must show that it can produce evidence at trial to
21 support its claim or defense. *Van Cleave v. Kietz-Mill Minit Mart*, 97 Nev. 414, 417, 633
22 P.2d 1220, 222 (1981).

23 2. A party cannot defeat summary judgment by contradicting itself. See
24 *Aldabe v. Adams*, 81 Nev. 280, 284-85, 402 P.2d 34, 36-37 (1965) (refusing to credit
25 sworn statement made in opposition to summary judgment that was in direct conflict
26 with an earlier statement of the same party).

27 3. "When sitting in equity, [], courts must consider the entirety of the
28 circumstances that bear upon the equities." *Shadow Wood HOA v. N.Y. Cmty.*

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1 *Bancorp.*, 132 Nev. Adv. Op. 5, 366 P.3d 1105, 1114 (2016), referencing: see e.g., *In*
2 *re Petition of Nelson*, 495 N.W.2d 200, 203 (Minn.1993).

3
4 4. “[I]t is well established that due process is not offended by requiring a person
5 with actual, timely knowledge of an event ... to exercise due diligence and take
6 necessary steps to preserve [his] rights.” *In re Medaglia*, 52 F.3d at 455; see also *SFR*
7 *Investments Pool 1 v. U.S. Bank*, 130 Nev. Adv. Op. 75, 334 P.3d 408, 418 (2014).

8 5. “Equitable estoppel functions to prevent the assertion of legal rights that in
9 equity and good conscience should not be available due to a party’s conduct.” *In re*
10 *Harrison Living Tr.*, 121 Nev. 217, 223, 112 P.3d 1058, 1061–62 (2005).

11
12 This court has previously established the four elements of equitable
13 estoppel: (1) the party to be estopped must be apprised of the true facts;
14 (2) he must intend that his conduct shall be acted upon, or must so act
15 that the party asserting estoppel has the right to believe it was so
16 intended; (3) the party asserting the estoppel must be ignorant of the true
17 state of facts; (4) he must have relied to his detriment on the conduct of
18 the party to be estopped.

19 *Id.*

20 6. “It is a well-known maxim that a person who comes into an equity court
21 must come with clean hands.” *Income Inv’rs v. Shelton*, 3 Wash. 2d 599, 602, 101 P.2d
22 973, 974 (1940). “The doctrine bars relief to a party who has engaged in improper
23 conduct in the matter in which that party is seeking relief. As such, the alleged
24 inequitable conduct relied upon must be connected with the matter in litigation . . .”
25 *Truck Ins. Exch. v. Palmer J. Swanson, Inc.*, 124 Nev. 629, 637–38, 189 P.3d 656, 662
26 (2008).

27 7. In determining whether a party’s connection with an action is sufficiently offensive
28 to bar equitable relief, two factors must be considered: (1) the egregiousness of the
misconduct at issue, and (2) the seriousness of the harm caused by the misconduct.

1 Only when these factors weigh against granting the requested equitable relief will the
2 unclean hands doctrine bar that remedy. The district court has broad discretion in
3 applying these factors, and we will not overturn the district court's determination unless
4 it is unsupported by substantial evidence. *Las Vegas Fetish & Fantasy Halloween Ball,*
5 *Inc. v. Ahern Rentals, Inc.*, 124 Nev. 272, 276, 182 P.3d 764, 767 (2008).

7 8. The Nevada Supreme Court in *Las Vegas Fetish & Fantasy Halloween*
8 *Ball, Inc. v. Ahern Rentals, Inc.* cited to *Income Inv'rs v. Shelton*, 3 Wash. 2d 599, 602,
9 101 P.2d 973, 974–75 (1940), for its position on denying equity to a party with unclean
10 hands. The Income Inv'rs Court stated:

11 Equity will not interfere on behalf of a party whose conduct in connection
12 with the subject-matter or transaction in litigation has been
13 unconscientious, unjust, or marked by the want of good faith, and will not
14 afford him any remedy. 1 Pomeroy's Equity Jurisprudence (4th ed.) 739, §
15 398; Dale v. Jennings, 90 Fla. 234, 107 So. 175; Bearman v. Dux Oil &
16 Gas Co., 64 Okl. 147, 166 P. 199; Deweese v. Reinhard, 165 U.S. 386, 17
17 S.Ct. 340, 41 L.Ed. 757. Other authorities might be cited, but the rule
18 appears to be universal.

19 If the parties were guilty of the conduct which the trial court found that they
20 were, the appellant comes squarely within the rule that equity will deny it
21 relief, because coming into a court of equity and asking relief after wilfully
22 concealing, withholding, and falsifying books and records, is certainly not
23 coming in with clean hands.

24 *Income Inv'rs v. Shelton*, at 974–75.

25 9. In order to set aside a homeowner's association foreclosure sale, there must
26 be a showing of fraud, unfairness or oppression. *Nationstar Mortg. LLC v. Saticoy Baly*
27 *LLC Series 2227 Shadow Canyon*, 133 Nev. Adv. Rep. 91 (2017).

28 10. In opposition to the Motion, Tobin has offered what she has represented to
be a screenshot from the Ombudsman's office as a result of a public records request.

11. HOA has met its burden in establishing that there is no genuine issue of
material fact and that it is entitled to summary judgment. Tobin has failed to meet her
burden in opposing the Motion because the screenshot was not authenticated as

1 necessary pursuant to NRCP 56. Additionally, even if authenticated, the screenshot
2 does not create a genuine issue of material fact because it does not establish that the
3 sale was cancelled prior to the time of the foreclosure sale, the basis for the remarks,
4 and whether the statements as indicated are the Ombudsman's opinions or the truth.
5 The totality of the facts evidence that the HOA properly followed the processes and
6 procedures in foreclosing upon the Property.

7
8 **ORDER**

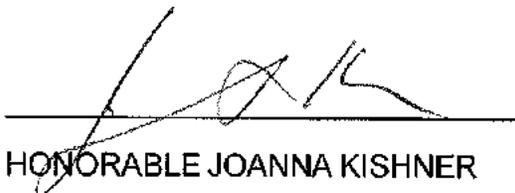
9 The court GRANTS the stipulation of all parties to allow for Cross-Defendant Sun
10 City Anthem Community Association's Motion for Summary Judgment to be heard on its
11 merits, therefore, the Court's Minute Order of March 5, 2019 shall be vacated.

12 Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust's
13 Oral Request to Join Cross-Defendant Sun City Anthem Community Association's
14 Motion for Summary Judgment is DENIED because it was requested in the midst of a
15 motion that was completely briefed.

16 The Court GRANTS Cross-Defendant Sun City Anthem Community Association's
17 Motion for Summary Judgment.

18 The Court GRANTS Nationstar's Limited Joinder to Sun City Anthem Community
19 Association's Motion for Summary Judgment.

20 Dated this 15 day of April, 2019.

21
22 *all* 
23 HONORABLE JOANNA KISHNER

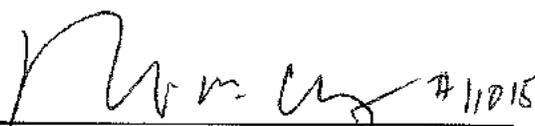
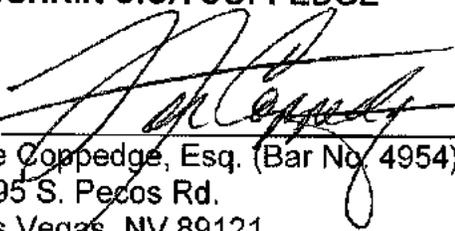
24 Submitted by:

25 **LIPSON NEILSON P.C.**

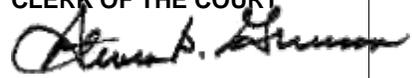
26 
27 _____
28 Kaleb D. Anderson, Esq. (Bar No. 7582)
David T. Ochoa, Esq. (Bar No. 10414)

1 9900 Covington Cross Drive, Suite 120
2 Las Vegas, Nevada 89144
3 *Attorneys for Cross-Defendant*
4 *Sun City Anthem Community Association*

5 Approved as to form and content:

| | |
|--|--|
| <p>7 Dated this <u>4th</u> day of April, 2019</p> <p>8 AKERMAN, LLP</p> <p>9</p> <p>10 By:  #11015</p> <p>11 Melanie D. Morgan, Esq. (Bar No. 8215) 12 1635 Village Center Circle Ste. 200 13 Las Vegas, NV 89134</p> <p>14 <i>Attorney for /Counterclaimant Nationstar</i></p> | <p>7 Dated this <u>4</u> day of April, 2019</p> <p>8 HONG & HONG</p> <p>9</p> <p>10 By: </p> <p>11 Joseph Y. Hong, Esq. (Bar No: 5995) 12 1980 Festival Plaza Dr., Suite 650 13 Las Vegas, NV 89135</p> <p>14 <i>Attorney for Plaintiff/Counterdefendant</i> 15 <i>Jimijack Irrevocable Trust and</i> 16 <i>F Bondurant, LLC</i></p> |
| <p>17 Dated this <u>4</u> day of April, 2019</p> <p>18 MUSHKIN CICA COPPEDGE</p> <p>19</p> <p>20 By: </p> <p>21 Joe Coppedge, Esq. (Bar No. 4954) 22 4495 S. Pecos Rd. 23 Las Vegas, NV 89121</p> <p>24 <i>Attorney for Nona Tobin</i></p> | |

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2 KALEB D. ANDERSON, ESQ.
3 Nevada Bar No. 7582
4 DAVID T. OCHOA, ESQ.
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11 dochoa@lipsonneilson.com
12 *Attorneys for Cross-Defendant*
13 *Sun City Anthem Community Association*

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

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

14 Plaintiff,

15 vs.

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

21 Defendants.

22 NATIONSTAR MORTGAGE, LLC

23 Counter-Claimant,

24 vs.

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

Counter-Defendants.

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

CASE NO.: A-15-720032-C

Dept. XXXI

**NOTICE OF ENTRY OF FINDINGS OF
FACT, CONCLUSIONS OF LAW AND
ORDER ON CROSS-DEFENDANT SUN
CITY ANTHEM COMMUNITY
ASSOCIATION'S MOTION FOR
SUMMARY JUDGMENT**

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

1 Dated 8/22/08
2 Counter-Claimant,
3 vs.
4 JOEL A. STOKES and SANDRA F.
5 STOKES, as trustees of the JIMI JACK
6 IRREVOCABLE TRUST,
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8
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10 of the GORDON B. HANSEN TRUST.
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25 LUCAS, Manager,
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27
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Dated 8/22/08
Cross-Claimant,
vs.
YUEN K. LEE, an Individual, d/b/a
Manager, F. BONDURANT, LLC,
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1 **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**
2 **ON CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S**
3 **MOTION FOR SUMMARY JUDGMENT**

4 Please take notice that the Findings of Fact, Conclusions of Law and Order on
5 Cross-Defendant Sun City Anthem Community Association's Motion for Summary
6 Judgment, was filed with this court on the 17th day of April, 2019, a copy of which is
7 attached.

8 Dated this 18th day of April, 2019.

9 LIPSON NEILSON P.C.

10 */s/ DAVID T. OCHOA*

11 BY: _____

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

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AA 001047

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of April, 2019, service of the foregoing
**NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER
ON CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S
MOTION FOR SUMMARY JUDGMENT** to the Clerk's Office using the Odyssey E-File
& Serve System for filing and transmittal to the following Odyssey E-File & Serve
registrants:

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Donna Wittig, Esq.
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Henderson, NV 89052

*Attorneys for Cross-Defendant Red Rock
Financial Services, LLC*

Joseph Y. Hong, Esq.
HONG & HONG
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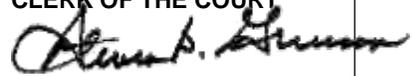
Attorneys for Plaintiff

Joe Coppedge, Esq.
Michael R. Mushkin & Associates, P.C.
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Las Vegas, NV 89121

*Attorney for Nona Tobin an individual and
Trustee of the Gordon B. Hansen Trust,
dated 8/22/25*

/s/ Sydney Ochoa

An Employee of LIPSON NEILSON, P.C.



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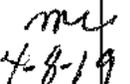
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CASE NO.: A-15-720032-C

Dept. XXXI

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1 2. The Property was subject to the HOA's Covenants, Conditions and
2 Restrictions "CC&Rs".

3 3. In 2008, title to Property was transferred to the Gordon B. Hansen Trust
4 (the "Trust"). Nona Tobin became the sole trustee of the Trust in January 2012 when
5 Gordon Hansen passed away.

6 4. In 2012, the Trust defaulted on the homeowners' assessments.

7 5. On September 17, 2012, Red Rock Financial ("Red Rock"), the HOA's
8 collection company, sent Gordon Hansen letters indicating that his account was in
9 collections with them.

10 6. On September 20, 2012, Sun City Anthem sent Gordon Hansen a Notice
11 of Hearing that his account was delinquent and they were considering suspending
12 membership privileges.

13 7. On October 3, 2012, Tobin sent a letter to Sun City Anthem informing Sun
14 City Anthem that Gordon Hansen passed away ("Tobin Letter").

15 8. The Tobin Letter included a copy of the Notice of Hearing sent by Sun City
16 Anthem as it was stamped by Red Rock as received on October 8, 2012 with other
17 parts of the letter.

18 9. The Tobin Letter also stated she was late and delinquent on assessments,
19 that she was attempting to short sale the Property, and she did not intend to pay any
20 additional assessments after the enclosed check.

21 10. Tobin in fact never paid assessments after the October 2012 Tobin Letter.

22 11. Tobin was handling affairs for The Estate of Gordon N. Hansen and
23 owned her own property in Sun City Anthem at an Olivia Heights address.

24 12. On November 5, 2012, Red Rock sent letters to both addresses (Olivia
25 Heights and White Sage) addressed to The Estate of Gordon N. Hansen, informing that
26 they received the notification that Gordon Hansen had passed, and requesting the
27 Estate contact the office within thirty days of the letter.

28

1 13. The Ledger and Payment Allocation indicate that payment was applied to
2 the July 1, 2012 Quarter Assessment and the July 31, 2012 Late Fee.

3 14. On December 14, 2012, the HOA, through Red Rock recorded a notice of
4 delinquent assessment lien.

5 15. On March 12, 2013, the HOA, through Red Rock, recorded a notice of
6 default and election to sell. The first notice of default was rescinded on or about April 3,
7 2013.

8 16. On April 8, 2013, a second notice of default and election to sell was
9 recorded by the HOA through Red Rock.

10 17. The second notice of default and election to sell correctly notes the start of
11 the delinquency since July 1, 2012.

12 18. The Red Rock Ledger indicates the July 1, 2012 assessment payment
13 was late, this was put in the second notice of default and election to sell, and is
14 confirmed by the Tobin Letter.

15 19. On February 12, 2014, the HOA, through Red Rock, recorded a notice of
16 foreclosure sale.

17 20. The Notice of Sale correctly referenced the second notice of default and
18 election to sell that was recorded on April 8, 2013.

19 21. Red Rock complied with all mailing requirements. Mailings went to both
20 the Property address (White Sage) and Tobin's home address (Olivia Heights). Tobin
21 signed for some of the mailings herself.

22 22. The sale was scheduled for March 7, 2014, in the Notice of Sale. The
23 sale was posted and published.

24 23. The sale was postponed three times.

25 24. The postponements were made in part to help Tobin attempt to short sale
26 the Property.

27 25. Tobin contracted with Craig Leidy to help her short sale the Property.
28

- 1 26. Craig Leidy requested the HOA waive thousands of dollars off the debt.
- 2 27. The HOA communicated that it would waive some amounts but could not
- 3 grant the waiver to the extent requested.
- 4 28. Communication between Nationstar and Craig Leidy appears to indicate
- 5 the balance was too high for Nationstar to allow the short sale.
- 6 29. Sometime in May 2014, The Estate of Gordon Hansen entered into a
- 7 Purchase Agreement with MZK Residential LLC, contingent on short sale approval.
- 8 Tobin initialed every page of the agreement.
- 9 30. The HOA foreclosure took place on August 15, 2014, whereby the HOA,
- 10 through Red Rock, sold the Property to Thomas Lucas representing Opportunity Homes
- 11 LLC for \$63,100.00.
- 12 31. A foreclosure deed in favor of Opportunity Homes LLC was recorded on
- 13 August 22, 2014.
- 14 32. On October 13, 2014, Tobin sent an email to Craig Leidy, where she
- 15 indicated her belief that he failed to protect the Trust's interest, that she believed he was
- 16 working with the Purchaser Thomas Lucas, and also that she was aware that Red Rock
- 17 interplead the excess proceeds.
- 18 33. On August 11, 2017, A Notice of Entry Order Granting Thomas Lucas and
- 19 Opportunity Homes, LLC's Motion for Summary Judgment was filed in this case. The
- 20 Order states:
- 21 While it is true that Mr. Lucas is a real estate licensee and an
- 22 independent agent working with BHHS, BHHS is a real estate
- 23 company that employs more than 800 real estate agents in Las
- 24 Vegas valley alone, and Mr. Lucas is not bound by the agreements
- 25 that Tobin could have signed with other BHHS agents.
- 26 34. Tobin has filed one cause of action for Quiet Title/Declaratory Relief
- 27 against the HOA.
- 28 35. On January 10, 2019, the Court issued a Minute Order on Tobin's Motion
- to Amend Answer, Counterclaim, and Crossclaims that was filed on November 30,

1 2018.

2 36. No separate order or entry of order was filed regarding the Amended
3 Answer, Counterclaim, and Crossclaims.

4
5 37. The Amended Answer, Counterclaim, and Crossclaims was not separately
6 filed.

7 CONCLUSIONS OF LAW

8 1. Summary Judgment is appropriate "when the pleadings and other
9 evidence on file demonstrate that no 'genuine issue to any material fact [remains] and
10 that the moving party is entitled to a judgment as a matter of law.'" *Wood v. Safeway,*
11 *Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Additionally, "[t]he purpose of
12 summary judgment 'is to avoid a needless trial when an appropriate showing is made in
13 advance that there is no genuine issue of fact to be tried, and the movant is entitled to
14 judgment as a matter of law.'" *McDonald v. D.P. Alexander & Las Vegas Boulevard,*
15 *LLC*, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting *Coray v. Home*, 80 Nev. 39,
16 40-41, 389 P.2d 76, 77 (1964). Moreover, the non-moving party "must, by affidavit or
17 otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial
18 or have summary judgment entered against [it]." *Wood*, 121 Nev. at 32, 121 P.3d at
19 1031. Though inferences are to be drawn in favor of the non-moving party, an
20 opponent to summary judgment, must show that it can produce evidence at trial to
21 support its claim or defense. *Van Cleave v. Kietz-Mill Minit Mart*, 97 Nev. 414, 417, 633
22 P.2d 1220, 222 (1981).

23 2. A party cannot defeat summary judgment by contradicting itself. See
24 *Aldabe v. Adams*, 81 Nev. 280, 284-85, 402 P.2d 34, 36-37 (1965) (refusing to credit
25 sworn statement made in opposition to summary judgment that was in direct conflict
26 with an earlier statement of the same party).

27 3. "When sitting in equity, [], courts must consider the entirety of the
28 circumstances that bear upon the equities." *Shadow Wood HOA v. N.Y. Cmty.*

AA 001054

1 *Bancorp.*, 132 Nev. Adv. Op. 5, 366 P.3d 1105, 1114 (2016), referencing: see e.g., *In*
2 *re Petition of Nelson*, 495 N.W.2d 200, 203 (Minn.1993).

3
4 4. “[I]t is well established that due process is not offended by requiring a person
5 with actual, timely knowledge of an event ... to exercise due diligence and take
6 necessary steps to preserve [his] rights.” *In re Medaglia*, 52 F.3d at 455; see also *SFR*
7 *Investments Pool 1 v. U.S. Bank*, 130 Nev. Adv. Op. 75, 334 P.3d 408, 418 (2014).

8 5. “Equitable estoppel functions to prevent the assertion of legal rights that in
9 equity and good conscience should not be available due to a party’s conduct.” *In re*
10 *Harrison Living Tr.*, 121 Nev. 217, 223, 112 P.3d 1058, 1061–62 (2005).

11
12 This court has previously established the four elements of equitable
13 estoppel: (1) the party to be estopped must be apprised of the true facts;
14 (2) he must intend that his conduct shall be acted upon, or must so act
15 that the party asserting estoppel has the right to believe it was so
16 intended; (3) the party asserting the estoppel must be ignorant of the true
17 state of facts; (4) he must have relied to his detriment on the conduct of
18 the party to be estopped.

19 *Id.*

20 6. “It is a well-known maxim that a person who comes into an equity court
21 must come with clean hands.” *Income Inv’rs v. Shelton*, 3 Wash. 2d 599, 602, 101 P.2d
22 973, 974 (1940). “The doctrine bars relief to a party who has engaged in improper
23 conduct in the matter in which that party is seeking relief. As such, the alleged
24 inequitable conduct relied upon must be connected with the matter in litigation . . .”
25 *Truck Ins. Exch. v. Palmer J. Swanson, Inc.*, 124 Nev. 629, 637–38, 189 P.3d 656, 662
26 (2008).

27 7. In determining whether a party’s connection with an action is sufficiently offensive
28 to bar equitable relief, two factors must be considered: (1) the egregiousness of the
misconduct at issue, and (2) the seriousness of the harm caused by the misconduct.

1 Only when these factors weigh against granting the requested equitable relief will the
2 unclean hands doctrine bar that remedy. The district court has broad discretion in
3 applying these factors, and we will not overturn the district court's determination unless
4 it is unsupported by substantial evidence. *Las Vegas Fetish & Fantasy Halloween Ball,*
5 *Inc. v. Ahern Rentals, Inc.*, 124 Nev. 272, 276, 182 P.3d 764, 767 (2008).

7 8. The Nevada Supreme Court in *Las Vegas Fetish & Fantasy Halloween*
8 *Ball, Inc. v. Ahern Rentals, Inc.* cited to *Income Inv'rs v. Shelton*, 3 Wash. 2d 599, 602,
9 101 P.2d 973, 974–75 (1940), for its position on denying equity to a party with unclean
10 hands. The Income Inv'rs Court stated:

11 Equity will not interfere on behalf of a party whose conduct in connection
12 with the subject-matter or transaction in litigation has been
13 unconscientious, unjust, or marked by the want of good faith, and will not
14 afford him any remedy. 1 Pomeroy's Equity Jurisprudence (4th ed.) 739, §
15 398; Dale v. Jennings, 90 Fla. 234, 107 So. 175; Bearman v. Dux Oil &
16 Gas Co., 64 Okl. 147, 166 P. 199; Deweese v. Reinhard, 165 U.S. 386, 17
17 S.Ct. 340, 41 L.Ed. 757. Other authorities might be cited, but the rule
18 appears to be universal.

19 If the parties were guilty of the conduct which the trial court found that they
20 were, the appellant comes squarely within the rule that equity will deny it
21 relief, because coming into a court of equity and asking relief after wilfully
22 concealing, withholding, and falsifying books and records, is certainly not
23 coming in with clean hands.

24 *Income Inv'rs v. Shelton*, at 974–75.

25 9. In order to set aside a homeowner's association foreclosure sale, there must
26 be a showing of fraud, unfairness or oppression. *Nationstar Mortg. LLC v. Saticoy Baly*
27 *LLC Series 2227 Shadow Canyon*, 133 Nev. Adv. Rep. 91 (2017).

28 10. In opposition to the Motion, Tobin has offered what she has represented to
be a screenshot from the Ombudsman's office as a result of a public records request.

11. HOA has met its burden in establishing that there is no genuine issue of
material fact and that it is entitled to summary judgment. Tobin has failed to meet her
burden in opposing the Motion because the screenshot was not authenticated as

1 necessary pursuant to NRCP 56. Additionally, even if authenticated, the screenshot
2 does not create a genuine issue of material fact because it does not establish that the
3 sale was cancelled prior to the time of the foreclosure sale, the basis for the remarks,
4 and whether the statements as indicated are the Ombudsman's opinions or the truth.
5 The totality of the facts evidence that the HOA properly followed the processes and
6 procedures in foreclosing upon the Property.

7
8 **ORDER**

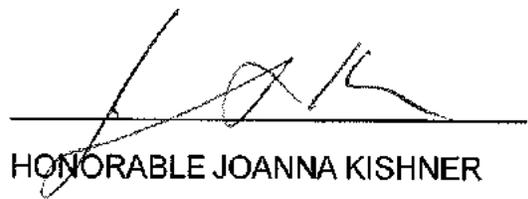
9 The court GRANTS the stipulation of all parties to allow for Cross-Defendant Sun
10 City Anthem Community Association's Motion for Summary Judgment to be heard on its
11 merits, therefore, the Court's Minute Order of March 5, 2019 shall be vacated.

12 Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust's
13 Oral Request to Join Cross-Defendant Sun City Anthem Community Association's
14 Motion for Summary Judgment is DENIED because it was requested in the midst of a
15 motion that was completely briefed.

16 The Court GRANTS Cross-Defendant Sun City Anthem Community Association's
17 Motion for Summary Judgment.

18 The Court GRANTS Nationstar's Limited Joinder to Sun City Anthem Community
19 Association's Motion for Summary Judgment.

20 Dated this 15 day of April, 2019.

21
22 *all* 
23 HONORABLE JOANNA KISHNER

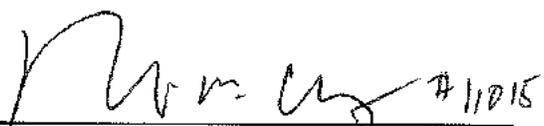
24 Submitted by:

25 **LIPSON NEILSON P.C.**

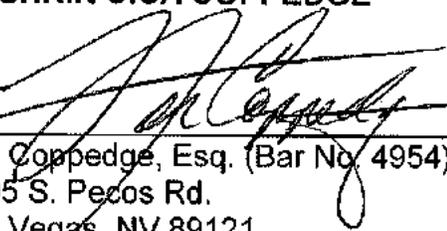
26 
27 _____
28 Kaleb D. Anderson, Esq. (Bar No. 7582)
David T. Ochoa, Esq. (Bar No. 10414)

1 9900 Covington Cross Drive, Suite 120
2 Las Vegas, Nevada 89144
3 *Attorneys for Cross-Defendant*
4 *Sun City Anthem Community Association*

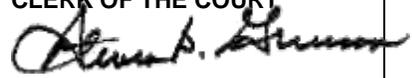
5 Approved as to form and content:

7 Dated this 4th day of April, 2019
8 **AKERMAN, LLP**
9
10 By:  #11015
11 **Melanie D. Morgan, Esq. (Bar No. 8215)**
12 **1635 Village Center Circle Ste. 200**
13 **Las Vegas, NV 89134**
14 *Attorney for /Counterclaimant Nationstar*

Dated this 4 day of April, 2019
HONG & HONG
By: 
Joseph Y. Hong, Esq. (Bar No: 5995)
1980 Festival Plaza Dr., Suite 650
Las Vegas, NV 89135
Attorney for Plaintiff/Counterdefendant
Jimijack Irrevocable Trust and
F Bondurant, LLC

16 Dated this 4 day of April, 2019
17 **MUSHKIN CICA COPPEDGE**
18
19 By: 
20 **Joe Coppedge, Esq. (Bar No. 4954)**
21 **4495 S. Pecos Rd.**
Las Vegas, NV 89121
22 *Attorney for Nona Tobin*

23
24
25
26
27
28



1 **RESP**
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12 Email: donna.wittig@akerman.com

13 *Attorney for Nationstar Mortgage LLC*

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

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

19 Plaintiff,

20 vs.

21 BANK OF AMERICA, N.A.,

22 Defendant.

23 NATIONSTAR MORTGAGE LLC,

24 Counter-Claimant,

25 vs.

26 JIMI JACK IRREVOCABLE TRUST,

27 Counter-Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept. No.: XXXI

**NATIONSTAR MORTGAGE LLC'S
RESPONSE TO NONA TOBIN'S
OPPOSITION TO NATIONSTAR
MORTGAGE LLC'S MOTION FOR
SUMMARY JUDGMENT AGAINST
JIMI JACK AND COUNTERMOTION
FOR SUMMARY JUDGMENT**

AA 001059

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

3 Counter-Claimant,

4 vs.

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

Counter-Defendants.

10 Nationstar Mortgage LLC responds to Nona Tobin's opposition to its motion for summary
11 judgment against Jimijack and Tobin's countermotion for summary judgment.¹ Nationstar's motion
12 for summary judgment concerns only its claims against Jimijack. Nationstar has no claims against
13 Tobin, either individually or in her capacity as trustee of the Gordon B. Hansen Trust.

14 Tobin's countermotion for summary judgment fails for one simple reason: Tobin has no claims
15 asserted against Nationstar. No claims exist upon which summary judgment may be considered.

16 Tobin filed a motion for leave to amend her answer and counterclaim on November 30, 2018.
17 Although her motion to amend was granted following arguments on January 10, 2019, Tobin never
18 filed an order granting. In addition, Tobin's proposed amended answer and counterclaim was never
19 filed. Tobin's operative pleading, her February 1, 2017 answer and counterclaim, does not assert any
20 claims against Nationstar. (**Ex. 1**, 2/1/17 answer and counterclaim).

21 Because Tobin does not allege any claims against Nationstar, her countermotion should be
22 denied. Even if Tobin is somehow found to have alleged claims against Nationstar, she failed to file
23 her dispositive motions before the April 1, 2019 deadline set by the court's July 10, 2018 scheduling
24 order. *See* July 10, 2018 order at ¶5.

25
26 ¹ On April 10, 2019, Tobin filed an opposition to Nationstar's motion for summary judgment
27 against Jimijack and countermotion for summary judgment. Two days later, she filed what appears to
28 be an identical opposition and countermotion. On April 17, 2019, Tobin filed a document entitled
"reply in support of joinder to Nationstar" motion for summary judgment and reply in support of
Tobin's motion for summary judgment." Nationstar responds to all three filings by way of this
response.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 19th day of April, 2019, I caused to be served a true and correct copy of the foregoing **NATIONSTAR MORTGAGE LLC'S RESPONSE TO NONA TOBIN'S OPPOSITION TO NATIONSTAR MORTGAGE LLC'S MOTION FOR SUMMARY JUDGMENT AGAINST JIMI JACK AND COUNTERMOTION FOR SUMMARY JUDGMENT**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List as follows:

MUSHKIN CICA COPPEDGE

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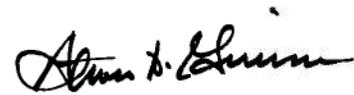
| | |
|----------------------|------------------------|
| Joseph Y. Hong, Esq. | yosuphonglaw@gmail.com |
|----------------------|------------------------|

/s/ Carla Llarena
An employee of AKERMAN LLP

AA 001062

EXHIBIT 1

AA 001063



CLERK OF THE COURT

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

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 **NONA TOBIN, an individual, and Trustee of**
the GORDON B. HANSEN TRUST, dated
17 8/22/08

18 **Counter-Claimant,**

19 vs.

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

22 **Counter- Defendants.**
23
24

Case No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S ANSWER TO
PLAINTIFF'S COMPLAINT AND
COUNTERCLAIM**

1 **ANSWER**

2 COME NOW, Defendant-in-Intervention, NONA TOBIN, Trustee of the Gordon B.
3 Hansen Trust, an individual, (Hereinafter "*Defendant*"), in proper person, and hereby answers
4 the five claims for relief in Plaintiffs' June 16, 2015, complaint and affirms or denies the
5 Plaintiffs' allegations as follows:

6 1. Defendant admits the allegations contained in paragraphs: 3, and 8 of Plaintiffs'
7 complaint.

8 2. Defendant denies the allegations contained in paragraphs: 1, 4, 5, 6, 9, 11, 12, 13,
9 14, 15, 16, 17, 18, 20, 21, 22, 23, 25, 26, 27, 28, 30, 31, 32, 34, 35, and 36 of Plaintiffs'
10 complaint.

11 3. Defendant is without sufficient knowledge or information to form a belief as to
12 truth of the allegations contained in paragraphs: 2, 7, 10, 19, 24, 29, and 33 of Plaintiffs'
13 complaint, and deny these allegations upon that basis.

14 **AFFIRMATIVE DEFENSES**

15 **FIRST AFFIRMATIVE DEFENSE**
16 **(Failure to State a Claim)**

17 Plaintiffs' Complaint fails to state a claim against Defendant upon which relief can be
18 granted.

19 **SECOND AFFIRMATIVE DEFENSE**
20 **(Priority)**

21 Defendant's equitable Grant, Bargain, Sale Deed takes priority over Plaintiffs' fraudulent
22 Quit Claim Deed.

23 **THIRD AFFIRMATIVE DEFENSE**
24 **(Assumption of Risk)**

Plaintiffs, at all material times, calculated, knew and understood the risks inherent in the

1 situations, actions, omissions, and transactions upon which they now base their various claims
2 for relief, and with such knowledge, Plaintiffs undertook and thereby assumed such risks and is
3 consequently barred from all recovery by such assumption of risk.

4 **FOURTH AFFIRMATIVE DEFENSE**
5 **(Commercial Reasonableness)**

6 Per *Shadow Wood Court*, (*Shadow Wood Homeowners Association Inc. v. NY Com. Bank*
7 132 Nev. Adv Op 5 at 15 (2016), this Court must invalidate the HOA Sale as the sale price was
8 less than 20% of Fair Market Value and the sale involved unjust enrichment, and fraudulent acts,
9 and omissions and fraudulent concealment of misdeeds.

10 **FIFTH AFFIRMATIVE DEFENSE**
11 **(Equitable Doctrines and NRS 116.1113 Obligation of good faith)**

12 Defendant alleges that the Plaintiffs' claims are barred by the equitable doctrines of
13 unclean hands and failure to act in good faith.

14 **SIXTH AFFIRMATIVE DEFENSE**
15 **(Fraudulent Concealment)**

16 Plaintiffs and their attorneys fraudulently concealed their complicity with the HOA
17 Agents and the straw buyer in the manner, the timing, and financing in taking title and
18 possession to Defendant's property, hereby contributing to the elements that made the sale
19 voidable, i.e., that the property was not purchased by a bona fide purchaser for value originally
20 at the August 15, 2014 HOA sale and that none of the subsequent purchasers, if any, were
21 innocent third parties whose interests are worthy of any protection.

22 **SEVENTH AFFIRMATIVE DEFENSE**
23 **(Waiver and Estoppel)**

24 Defendant alleges that by reason of Plaintiffs' acts and omissions, Plaintiffs have waived
their rights and are estopped from asserting their claims against Defendant.

///

1 **EIGHTH AFFIRMATIVE DEFENSE**
2 **(Void for Vagueness and Ambiguity)**

3 Chapter 116.3116-NRS116.31168 and other statutes, bylaws and CC&Rs that govern
4 liens and collections for overdue assessments, notices, and the HOA's granting of its authority to
5 its Agent or Trustee to conduct foreclosure sales for delinquent assessments are void for
6 vagueness and ambiguity.

7 **NINTH AFFIRMATIVE DEFENSE**
8 **(Violation of Due Process)**

9 Defendant cannot be deprived of her property interest in violation of the Procedural Due
10 Process Clause of the 5th and 14th Amendments of the United States Constitution and Article 1,
11 Sec. 8, of the Nevada Constitution. The August 19, 2016 *Bournes Valley Court Trust v. Wells*
12 *Fargo*, Ninth Circuit Appellate Court Decision, No. 15-15233 D.C. No. 2:13-cv-00649-PMP-
13 NJK established the NRS 116 statutes controlling HOA foreclosures violated the banks'
14 Constitutional protection. The facts of the case will show that the due process rights and title
15 interests of Defendant as the property owner were also violated by the HOA Agents'
16 implementation of the flawed statute.

17 *"We hold that the Statute's "opt-in" notice scheme... facially violated the lender's*
18 *constitutional due process rights under the Fourteenth Amendment to the Federal*
19 *Constitution. We therefore vacate the district court's judgment and remand for*
20 *proceedings consistent with this opinion."*

21 *Id.*

22 A determination that the disputed HOA sale was defective would unwind the title record
23 of the Subject Property, and open the door for quiet title judgment in the Defendant's favor.

24 **TENTH AFFIRMATIVE DEFENSE**
(Violation of Procedural Due Process)

The HOA sale was conducted in a manner that deprived Defendant of her property

1 interest without due process pursuant to: Due Process Clause of the Nevada Constitution and
2 United States Constitution, violations of the Sun City Anthem Community Association, Inc.
3 (HOA) governing documents; non-compliance with NRS 116.31085, NRS 38.310, NRS
4 116.31162 through NRS 116.31168, for reasons equivalent to due process violations lenders
5 experienced by the opt-in notice scheme of NRS 116.3116 et seq.

6
7 **ELEVENTH AFFIRMATIVE DEFENSE**
(Supremacy Clause)

8 The HOA sale is void or otherwise does not operate to deprive Defendant of her equitable
9 title or any other property rights pursuant to the Supremacy Clause of the United States
10 Constitution.

11 **TWELFTH AFFIRMATIVE DEFENSE**
(Property Clause)

12 The HOA sale is void or does not operate to deprive Defendant of equitable title or any
13 other property rights pursuant to the Property Clause of the United States Constitution.

14
15 **THIRTEENTH AFFIRMATIVE DEFENSE**
(Unjust Enrichment)

16 Defendant alleges that the Plaintiffs' adverse possession of the Subject Property and any
17 and all rents they have collected since the date they acquired possession of the Subject Property,
18 have unjustly enriched Plaintiffs.

19
20 **FOURTEENTH AFFIRMATIVE DEFENSE**
(Failure to Mitigate Damages)

21 Defendant alleges that the Plaintiffs' claims are barred in whole or in part because of the
22 Plaintiffs' failure to take reasonable steps to mitigate the damage in this case.

23 ///

24

1 **FIFTEENTH AFFIRMATIVE DEFENSE**
2 **(Additional Affirmative Defenses)**

3 Defendant hereby incorporate by reference those affirmative defenses enumerated in Rule
4 8 of the Nevada Rules of Civil Procedure as though fully set forth herein. In the event further
5 investigation or discovery reveals the applicability of any such defenses, Defendant reserves the
6 right to seek leave of court to amend this answer to specifically assert the same. Such defenses
7 are herein incorporated by reference for the specific purpose of not waiving same.

8 WHEREFORE, Defendant prays for judgment against Plaintiffs as follows:

- 9 1. That Plaintiffs take nothing by way of their Complaint;
- 10 2. That the Court make a judicial determination that Defendant's claim of title is
11 superior to Plaintiffs' claim to title;
- 12 3. For legal fees and costs of suit herein incurred; and,
- 13 4. For such other and additional relief as the Court deems proper under the
14 circumstances.

15 **COUNTERCLAIM**

16 COMES NOW, Defendant-in-Intervention/Counter-Claimant, NONA TOBIN, (Herein
17 "*Counter-Claimant*" or "*Tobin*"), in proper person, and hereby submits her Counterclaim
18 against Counter-Defendants, Joel A. Stokes and Sandra F. Stokes, as trustees of the JimiJack
19 Irrevocable Trust, Does I through X; and Roe Corporations XI through XX, inclusive
(collectively, "*Counter-Defendants*").

20 **I.**

21 **PARTIES, JURISDICTION, AND VENUE**

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

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

4 2. Upon information and belief, Counter-Defendants, JOEL A. STOKES and SANDRA
5 F. STOKES, (Herein "*Stokes*" or "*Counter-Defendants*") are the trustees of the JimiJack
6 Irrevocable Trust (Herein "*Jimijack*"), and are residents of Nevada.

7 3. Counter-Defendants DOES 1-10, and ROE CORPORATIONS 1-10 are unknown at
8 this time. Counter-Claimant expressly reserves the right to add additional parties when and if the
9 names of such parties become available.

10 4. The Real Property that is the subject of this civil action is in Sun City Anthem
11 Community Association, Inc. (HOA), and is commonly known as: 2763 White Sage Drive,
12 Henderson, Nevada 89052, A.P.N 191-13-811-052 ("*Subject Property*").

13 5. Venue and jurisdiction is proper as this action is within the jurisdictional limits of this
14 Court. Venue is proper because the Subject Property involved in this case is located in, and a
15 substantial part of the event or omissions giving rise to Counter-Claimant's claims occurred in
16 Clark County, Nevada.

17 6. That pursuant to NRS 30.010 et seq. and NRS 40.010, this Court has the power and
18 authority to declare Counter-Claimant's rights and interests in the Property and to resolve
19 Counter- Defendants' adverse claims in the Property.

20 7. Further, that pursuant to NRS 30.010 et seq., this Court has the power and authority to
21 declare the rights and interest of the parties following the acts and omissions of the HOA and
22 HOA Agents in foreclosing the Property.

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III.

GENERAL ALLEGATIONS

8. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth herein.

9. That on or about July 30, 2003, Gordon B. Hansen (Herein "*Hansen*"), purchased the Subject Property. The Deed of Trust executed by Hansen features Western Thrift & Loan as the Lender, Mortgage Electronic Registration Systems, Inc. ("MERS") as the Beneficiary, Joan H. Anderson as the Trustee, and secured a loan in the amount of \$436,000.00.

10. Gordon Hansen retained the property as his principal residence and sole property in a 2004 divorce settlement. Marilyn Hansen signed a Quit claim Deed, recorded on June 11, 2004, relinquishing all interest. All secured Deeds of Trust in both their names were paid off and re-conveyed to be solely in Gordon Hansen's name at the time of the divorce.

11. Gordon Hansen created the Gordon B. Hansen Trust, dated August 22, 2008, and deeded 2763 White Sage Dr., Henderson NV, 89052, (herein "*Subject Property*") into the GBH Trust on August 27, 2008.

12. The Trust held the title to the Subject Property until the Foreclosure Deed from the August 15, 2014 HOA sale was recorded on August 22, 2014.

13. NONA TOBIN, Trustee of the Gordon B. Hansen Trust, dated 8/22/08, was nominated to be the Successor Trustee in the event of Gordon B. Hansen's death, and actually became the Successor Trustee when Hansen died on January 14, 2012. His son, Steve Hansen, is the only other member of the Trust, and they are equal beneficiaries.

14. That on August 15, 2014, the Subject Property was sold at an HOA foreclosure sale that was held by Sun City Anthem Community Association, Inc., and was purchased by Opportunity Homes, LLC, alter ego of Realtor Thomas Lucas, for a commercially unreasonable sum of

1 \$63,100.00.

2 15. That the HOA foreclosure sale violated Nevada law, and was otherwise procedurally
3 defective, null, and *void*.

4 16. That the Stokes claim to be the sole owners in fee since June 3, 2015, is invalid as the
5 HOA foreclosure sale was defective due to its many statutory and procedural violations and due
6 to the Stokes' complicity with HOA Agents and/or others in the subsequent fraudulent re-
7 conveyance of the Subject Property to them on September 25, 2014, directly after the HOA sale.

8 **FIRST CAUSE OF ACTION:**

9 **(Quiet Title and Equitable Relief)**

10 17. The HOA Sale is void and should be set aside or rescinded for failure of HOA, the
11 HOA Agents and the fictitious Defendants to assure due process to Counter-Claimant via the
12 provision of proper, and sufficient notices or conduct hearings, appeals, or pre-foreclosure
13 mediation as required by Nevada statutes and the HOA governing documents.

14 18. Due to the numerous defects in the chain of title via the invalid HOA sale, and invalid
15 subsequent transfers of title, Counter-Defendants are not bona fide title holders and are co-
16 conspirators in the fraudulent conveyance of the property, and Counter-Claimant is entitled to
17 declaratory relief, quieting title in her favor.

18 19. For all the reasons set forth, Counter-Claimant is entitled to a determination from this
19 Court, pursuant to NRS 40.010, that Counter-Claimant rights to title should be restored, and that
20 Counter-Claimant's rights are superior to the interests of Counter-Defendants, and that Counter-
21 Claimant is entitled to a declaratory judgment quieting title in her favor.

22 20. That Counter-Claimant is entitled to determination from this Court that the HOA Sale is
23 unlawful and void and conveyed no legitimate interest to Counter-Defendants.

1 21. That Counter-Claimant has been required to incur legal fees and costs for the
2 prosecution of this matter, and therefore, is entitled to reasonable legal fees and costs.

3 22. That Subsequent Purchasers STOKES/JIMJACK and F. BONDURANT were not Bona
4 Fide Purchasers nor Innocent Third Parties who deserve the Court's protection. (*Smith v. United*
5 *States*, 373 F.2d 419, 424 as cited in *Shadow Wood*.)

6 23. Counter-Claimant alleges that the Stokes and other subsequent purchasers have
7 "Unclean Hands", are not bona fide purchasers for value, and not innocent third parties, and:

8 24. That NRS 111.180 (2) rules out the Stokes, Jimijack, and F. Bondurant, LLC in default,
9 and Yuen Lee as innocent parties in that the subsequent purchaser cannot be deemed bona fide if
10 they "had actual knowledge, constructive notice or reasonable cause to know of the fraud
11 intended."

12 25. That Joel and Sandra Stokes cannot be construed to be innocent third parties because
13 of: a) their knowledge of other HOA foreclosures and clouded titles they own; b) their
14 participation in fraudulent acts during the property's re-conveyance after the sale; c) their failure
15 to properly register and license Jimijack as a business entity while attempting to use it as a shield
16 against the property's forfeiture in an adverse judgment; and d) their knowledge of the defects in
17 this property's title that increased their probability of gaining an unjust windfall from a first deed
18 of trust without a clear owner of the Note.

19 26. That F. Bondurant, LLC in default, as the other supposed successive purchaser, also has
20 many flaws in the manner title passed briefly through an entity in default.

21 27. That the F. Bondurant "Manager" Yuen K. Lee's signature is on the falsely notarized
22 deed as if LEE were LUCAS who had the authority to convey the property to the Stokes.

23 28. That JIMIACK lacks standing to be the Real Party in Interest, as it is not a properly
24

1 licensed and registered entity to conduct business in Nevada, per NRS Chapter 76, 78, 80, 86 or
2 88 or 88A.

3 29. That Stokes' self-identification as the Real Party in Interest is unexpected and evolving
4 renaming themselves between or within court filings, sometimes as Trustees of Jimijack,
5 sometimes as Jimijack, an unregistered, unrecorded, and licensed entity of questionable legality.

6 30. That Joel and Sandra Stokes are taking title to property without escrow or standard
7 documentation, in a similarly unexpected and evolving manner, sometimes as Trustees, sometime
8 as individuals, sometimes as Jimijack, the unregistered entity, and sometimes, as co-owners.

9 31. That owning and receiving rents from HOA foreclosures is business for which proper
10 business licensing is required (NRS 363.015).

11 32. That the Stokes have excessively profited from this and other HOA foreclosure
12 properties by failing to register as a business, thereby evading commercial taxes as well as by
13 receiving rents while not paying any mortgage, property taxes, or property insurance;

14 33. Alternatively, that Stokes are illegally operating as a business trust without being
15 registered with the NV Secretary of State as a business trust, pursuant to NRS 88A.

16 34. That STOKES are using protections and accessing freedoms afforded to other types of
17 trusts under NRS 163 and NRS 164 intended to illegitimately protect property from forfeiture
18 rather than the more conventional use of Grantor Trusts to protect assets after the death of the
19 Grantor.

20 35. That STOKES are illegally utilizing the designation "Irrevocable Trust" as a ruse to
21 protect ill-gotten, fraudulently conveyed assets from seizure or forfeiture from without required
22 registration or annual reporting to the Nevada Secretary of State (NV SOS).

23 ///

- 1 f. refusing to provide a certified copy of the page where the entry should have been;
2 and
3 g. Refusing to allow her journal to be inspected for other signatures she notarized
4 involving parties in this case, or their Counsel, Mr. Hong. See, NRS 240.120(6)(a)
5 NRS 240.147

6 40. Counter-Claimant alleges that the notary, CluAynne A. Corwin, and her attorney,
7 Peter Mortenson, share a law office with F. Bondurant's non-commercial agent and Stokes'
8 attorney, Joseph Hong, and that their actions unfairly advantaged Hong's client, the Stokes.

9 41. That Hong and the Stokes should all be considered complicit in executing, causing to
10 be notarized and recorded, an instrument to claim an interest in real property which contained the
11 material misstatement of who appeared before the notary to execute the Quit Claim Deed.

12 42. That NRS 240.150(2)(a)(b) define the liability for this notarial misconduct rests with
13 the notary's employer as it was done within the course and scope of her employment.

14 (a) The employer's liability may include a civil penalty of up \$2,000 per violation and

15 (b) "the employer is liable for any damages proximately caused by the misconduct of the
16 notary".

17 43. NRS 205.395(1)(b) creates criminal penalties for "every person who executes or
18 notarizes a document purporting to create an interest in...real property, that is recorded in the
19 office of the county recorder...and who knows or has reason to know that the document
20 ...contains a material misstatement or false claim or is otherwise invalid has made a false
21 representation ...(2)...is guilty of a category C felony..."

22 44. That the instrument cannot legally convey real property due to the violations of the
23 *Statute of Frauds*:

24 45. a) NRS 111.125(1)(2) proof required from subscribing witness was insufficient;

1 46. b) NRS 111.315 was violated in that the document was not "...proved, acknowledged
2 and certified in the manner prescribed in this chapter..." prior to being "recorded in the office of
3 the recorder of the county in which the property is situated...";

4 47. c) NRS 111.345 does not permit an improperly notarized instrument to legally convey
5 real property or to be received into evidence.

6 **THIRD CAUSE OF ACTION:**

7 **UNJUST ENRICHMENT**

8 48. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set
9 forth herein.

10 49. Counter-Claimant alleges that the Stokes have unfairly had the exclusive title,
11 possession, use and enjoyment of the Subject Property since September 26, 2014 since it was
12 illegally taken from the Counter-Claimant by the illegally-conducted HOA sale.

13 50. That the Stokes acquired the Subject Property for a commercially unreasonable sum of
14 One Dollar.

15 51. That the Stokes underpaid the Real Property Transfer Tax by claiming a fair market
16 value of \$273,000 at the same time as they listed the property on the MLS for \$569,900.

17 52. That the Stokes have collected \$1,500/month in rent for over two years for the Subject
18 Property, one of multiple HOA foreclosures they own, and have not paid anything toward
19 mortgages, any homeowners insurance, or any taxes, real estate or commercial, in relation to
20 their rental business.

21 53. That the Stokes have acquired multiple HOA foreclosures which share a common
22 defect in the chain of title through the same questionable "Quit Claim for One Dollar Method",
23 and that their knowledge of specific title defects made these properties the perfect targets to
24

1 perpetuate an extraordinarily profitable "rental scam", i.e., be able to collect rents on a property
2 purchased for pennies on a dollar and without paying a mortgage, taxes, or insurance for a very
3 long time because there was no clear owner of the security interest with standing to foreclose.

4 54. That the Stokes' accumulation of excessive profits from acquiring multiple similarly-
5 distressed HOA foreclosure properties is not a product their astute real estate investment acumen
6 or strategy or a fortuitous happenstance of timing, but rather by illicit acts in complicity with the
7 buyers and sellers at the HOA sales that permitted them to unjustly and covertly to enrich
8 themselves.

9 55. That this knowledge of defects in title was illegally and covertly provided to the
10 Stokes, rendering them conspirators in fraudulent re-conveyance of these properties depriving
11 Counter-Claimant of the title and all other benefits and profits of ownership of the Property.

12 56. That the HOA "Resident Transaction Report" for the Subject Property establishes that
13 there was collusion between the HOA Agent that conducted the HOA sale (RRFS) and the HOA
14 Agent who had the HOA management contract (FSR) and Realtor Thomas Lucas d/b/a Op
15 Homes to illegally, and covertly, pass possession of the property on September 25, 2014 to the
16 Stokes which: a) contradicted title changes recorded in both the June 9, 2015, Quit Claim Deeds;
17 and b) cheated the HOA of the CC&R section 8.12-mandated Asset Enhancement fee from all
18 three supposed titleholders, totally approximately \$2,000 (1/3 of 1% of three (fraudulently-
19 under-stated) gross sales prices) or \$4,500 if based on fair market value, and c) cheated the HOA
20 of the \$225.00 New Member set-up fees due from each of the supposed intervening owners, i.e.,
21 Thomas Lucas d/b/a Opportunity Homes LLC or Yuen K. Lee d/b/a F. Bondurant, LLC in
22 default, i.e., another \$450 kept by the HOA's self-serving Agents and not given to the HOA.

1 57. That the Stokes have unfairly profited from not getting business licenses or
2 commercial registration for Jimijack, thereby evading taxes and fees that would have been
3 required of a properly registered and licensed entity that does business in the State of Nevada.

4 58. That Counter-Defendants and fictitious Counter-Defendants have benefitted from the
5 unlawful HOA Sale and nature of the real property.

6 59. That Counter-Defendants and fictitious Counter-Defendants have benefitted by failing
7 to pay the taxes, insurance or homeowner's association, Asset Enhancement, and New Member
8 transfer fees since the time of the HOA Sale.

9 60. That if Counter-Claimant's counterclaim is successful in quieting title against
10 Counter-Defendants, and setting aside the defective HOA Sale, Counter-Defendants and
11 fictitious Counter-Defendants will have been unjustly enriched by the HOA Sale and usage of
12 the Property.

13 61. Counter-Claimant has suffered and will continue to suffer damages if Counter-
14 Defendants and fictitious Counter-Defendants retain their interests in the Property and the funds
15 received from the HOA Sale, including but not limited to, any rental income they may be
16 receiving from the property.

17 **FOURTH CAUSE OF ACTION:**

18 **CIVIL CONSPIRACY**

19 62. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set
20 forth herein.

21 63. That Counter-Defendants JOEL AND SANDRA STOKES acted in concert to conceal
22 illegal acts resulting in unfairly depriving Counter-Claimant of the Subject Property for the
23 unjust enrichment of themselves and undeserving fellow conspirators.

1 64. That Counter-Defendants JOEL AND SANDRA STOKES and others complicit in
2 fraudulent conduct of HOA sale and re-conveyance of property to non-bona fide purchasers
3 unfairly deprived Counter-Claimant of the Subject Property for their own unjust enrichment in
4 that notice of the actual sale was given to BHHS Realtor Tom Lucas who had a previously
5 purchased an HOA foreclosure property from RRFS, but did not give notice of the actual sale to
6 Cross-Claimant's agent, BHHS Realtor Craig Leidy.

7 65. All the elements of an actionable conspiracy were met in this case: a) two or more
8 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to
9 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or
10 damages.

11 66. That conspirators have illegally used improperly licensed and registered entities to
12 further their unfair enterprises and concealing and perpetrating unlawful conveyance of the
13 Subject Property for their unjust enrichment which resulted in Counter-Claimant's loss of title
14 and possession of the Subject Property through:

- 15 a) formation and use of a corporation to transfer to it the existing liability of another
16 person or entity (Shea v. Leonis, supra, 14 Cal. 2d 666)
- 17 b) the concealment and misrepresentation of the identity of the responsible
18 ownership, management and financial interest [210 Cal. App. 2d 840]
- 19 c) disregard of legal formalities and the failure to maintain arm's length relationships
20 among related entities (Riddle v. Leuschner, supra, 51 Cal. 2d 574)
- 21 d) the use of a corporation as a mere shell, instrumentality or conduit for a single
22 venture or the business of an individual or another corporation (McCombs v.
23 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.

1 2d 661

2 e) the use of the same office or business location; the employment of the same
3 employees and/or attorney (*McCombs v. Rudman*, supra; *Talbot v. Fresno-Pacific*
4 *Corp.*, supra; *Thomson v. L. C. Roney Co.*, supra; *Pan Pacific Sash & Door Co. v.*
5 *Greendale Park, Inc.*, supra)

6 f) the confusion of the records of the separate entities [210 Cal. App. 2d
7 839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)

8 67. That Counter-Defendants JOEL AND SANDRA STOKES, HOA Agents; BHHS
9 Realtor Thomas Lucas, Attorney Joseph Hong; Attorney Peter Mortenson; Notary CluAynne
10 M. Corwin; Yuen K. Lee as individual and as Manager of defaulted F. Bondurant, LLC; Realtor
11 Robert Goldsmith; BHHS Realtor Kristen Madden; and fictitious Defendants, acted covertly, in
12 concert to: a) Conduct and/or or profit unjustly from the HOA sale from which others were
13 excluded; and/or b) concealed the true nature, financing and timing of subsequent transfers of
14 title and/or c) to market the Subject Property contrary to MLS.

15 68. That conspirators: a) made improper, insufficient and selective notification to the HOA
16 Board, enforcement officials, and Counter-Claimant, b) utilized bogus and/or illegally structured
17 entities for fraudulent concealment of their illegal acts, c) withheld or provided false information
18 to enforcement agencies and the HOA Board and/or d) misused the Multiple Listing Service
19 (MLS) system, the County land records system and other public systems to evade detection.

20 69. That Counter-Defendants JOEL AND SANDRA STOKES and the conspiring Realtors
21 facilitated fraudulent transfers that allowed fellow conspirators to evade paying the required real
22 property transfer taxes (RPTT) and HOA-mandated New Member Set-up Fee and Asset
23 Enhancement Fees, and in so doing, the conspirators:

- 1 a) violated their licenses to purchase at the HOA sale and/or to facilitate fraudulent re-
2 conveyances;
- 3 b) utilized insider information in violation of the Exclusive Agency (ER) agreement
4 Tobin had with BHHS Broker, Forrest Barbee;
- 5 c) violated MLS directives by marketing an HOA foreclosed-property on the MLS;
- 6 d) caused to be recorded the fraudulent June 9, 2015, Quit Claim Deeds that falsified
7 the chain of title;

8 70. That Cross-Defendants' conduct deviated from the usual course of business when
9 conveying property in Nevada and failed to utilize the customary written documentation,
10 purchase agreements, neutral escrow for proper handling and accounting for funds taken in and
11 disbursed, and proper recording of instruments of conveyance.

12 **FIFTH CAUSE OF ACTION:**
13 **PRELIMINARY AND PERMANENT INJUNCTIONS**

14
15 71. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set
16 forth herein.

17 72. Counter-Claimant requests that the Court temporarily and permanently enjoin the
18 Stokes, Jimijack, their agents and/or assigns from marketing, transferring or controlling profits
19 from the Subject Property during the pendency of this action.

20 73. That Counter-Defendants claim an ownership interest in the Property that is adverse to
21 Counter-Claimant;

22 74. That Counter-Defendants' have unfairly profited from possession of the Property since
23 the HOA sale;

24

1 75. That Counter-Defendants are trying to quiet title by nefarious means before other
2 interested parties' claims are heard.

3 76. That Counter-Defendants and their agents, have used aggressive, inappropriate and
4 illegal methods to attempt to sell the property before the claims of other interested parties can be
5 heard on their merits by a) making false statements to the Court to get rulings to Quiet Title in
6 their favor; b) use a licensed Realtor to use the MLS to market an HOA foreclosure property for
7 sale in violation of MLS policy; c) did not honor Nationstar's January 22, 2015, Request for
8 Notice recorded per NRS 107; and d) have never recorded a Lis Pendens which would have
9 provided appropriate public Notice of their June 16, 2015 lawsuit.

10 **Unauthorized marketing of property on the MLS**

11 77. The Stokes disingenuously claimed in their June 16, 2015 complaint that "*Plaintiffs do*
12 *not have marketable title and cannot sell the property, market the property, insure the property*
13 *or take out loans against the property*" on the very day they listed the Subject Property for sale
14 on the MLS for \$569,900.

15 78. That the Stokes marketed the Subject Property in direct violation of the published
16 policy the Greater Las Vegas Valley Association of Realtors (GLVAR) to not use the Multiple
17 Listing Service (MLS) for marketing HOA foreclosure properties. (Exhibit)

18 79. That the Stokes utilized licensed Realtor Robert Goldsmith (who was also utilized to
19 record the two fraudulent Quit Claim Deed on June 9, 2015) to violate MLS regulations to re-
20 list it 13 times at progressively lower prices until a contingent sale at \$437,900 was posted on
21 October 23, 2015, which incidentally, was one week after the default judgment was entered
22 against BANA which absent Nationstar's learning of the judgment, might have allowed their
23 sale of the Property to be completed debt-free, for an unjust \$437,900 profit.

1 Stokes' complicity in the fraudulent conveyance of the Subject Property;

2 c. For a declaration and determination that the HOA Sale is null, void, and did not
3 convey title from Counter-Claimant to any alleged purchaser;

4 d. For a declaration and determination that the HOA sale was invalid and null and
5 void for the HOA's and HOA Agents' statutory and procedural violations;

6 e. For a declaration and determination that the conduct of Counter-Defendants and
7 the HOA Agents in connection with the HOA sale and the subsequent transfer of
8 title to Counter-Defendants was accompanied by actual fraud, deceit, or trickery.

9 f. Declaration by the Court that neither the Realtor Thomas Lucas d/b/a Opportunity
10 Homes, LLC, purported purchaser at the HOA sale, nor F. Bondurant, LLC or the
11 Stokes/Jimjjack were bona fide purchasers for value in arms-length,
12 commercially reasonable transactions, thereby negating any and all of their
13 claimed rights to ownership of the Subject Property;

14 g. For a declaration and determination that Jimijack is not properly formed as a
15 business entity and, as such, cannot be a real party in interest or, in any way,
16 shield the Stokes from being dispossessed of the property by Court order.

17 h. For a declaration and determination that the Stokes' manner for taking title in
18 their own names while simultaneously claiming Jimijack is the real party in
19 interest, and implying that their ownership is "Irrevocable" is, at a minimum,
20 duplicitous and renders their title claims null and void.

21 i. For a declaration and determination that F. Bondurant, LLC and the Stokes were
22 complicit in the fraudulent re-conveyances and are not, in any way, innocent third
23 parties whose rights are worthy of the Court's protection;

24

- 1 j. For a declaration and determination that the HOA sale was not commercially
2 unreasonable with a sales price at 18% of fair market value;
- 3 k. For a declaration and determination that the subsequent transfers which gave title
4 to Counter-Defendants were not commercially reasonable, as only \$1.00 was
5 given in consideration.
- 6 l. That Counter-Defendants are not *bona fide* purchasers for value, and that the
7 HOA sale transfers of Subject Property failed to meet the NRS 111.180 or the
8 *ShadowWood* standards;
- 9 m. For a preliminary and permanent injunction that Counter-Defendants, their
10 successors, assigns, and agents are prohibited from conducting a sale or transfer
11 of the Subject Property, or from encumbering the title to the Subject Property;
- 12 n. For a preliminary injunction that Counter-Defendants, their successors, assigns,
13 and agents be required to segregate and deposit all rents with the Court or to a
14 Court-approved trust account over which Counter-Defendants have no control;
- 15 o. For a preliminary injunction that Counter-Defendants, their successors, assigns,
16 and agents pay all taxes, insurance, HOA dues and fees during the pendency of
17 these proceedings;
- 18 p. For actual damages against the Stokes for (\$50,000 is estimated to be equivalent
19 to two years of rent, property taxes and insurance) and the amount would escalate
20 during the pendency of this action;
- 21 q. For treble the actual damages amount as punitive damages to compensate
22 Counter-Clamant for Counter-Defendants' complicity in the illegal actions,
23 including fraudulent transfer of the property;
- 24

- 1 r. For general damages in an amount in excess of \$10,000;
2 s. For specific damages in an amount as yet undetermined;
3 t. For reasonable costs and fees incurred by Counter-Claimant for the prosecution of
4 this matter;
5 u. For any other relief the Court may deem just and proper.

6 Dated this 31st day of January, 2017.

7 

8 NONA TOBIN, Trustee
9 Gordon B. Hansen Trust, Dated 8/22/08
10 2664 Olivia Heights Avenue
11 Henderson NV 89052
12 Phone: (702) 465-2199
13 nonatobin@gmail.com
14 *Defendant in Intervention/Counter-Claimant*
15 *In Proper Person*
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EXHIBIT 1

6/8/15 FRAUDULENT QUIT CLAIM DEED

FROM

F. BONDURANT, LLC (in default)

TO

JOEL A. & SANDRA STOKES

AS TRUSTEES OF

JIMIACK IRREVOCABLE TRUST (undated)

EXHIBIT 1

AA 001088

Inst #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 9th 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 Jimjack 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 001089

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:

Youn Lee
Grantor
Youn Lee Manager

State of Nevada

County of Clark

} ss

On this 8th 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

**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 \$ 270,000
 b. Deed in Lieu of Foreclosure Only (value of property) _____
 c. Transfer Tax Value: \$ _____
 d. Real Property Transfer Tax Due \$ 1377.00

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

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

Signature [Handwritten Signature] Capacity: Manager
 Signature _____ Capacity: _____

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

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

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: Robert Goldsmith Escrow # _____
 Address: 444 Beautiful Hill
 City: Las Vegas State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 2

RESIDENT TRANSACTION REPORT

JIMI JACK BECOMES

RESIDENT 048002 ON 9/25/14

REPLACING GORDON HANSEN

RESIDENT 048001

WHOSE ACCOUNT WAS CLOSED ON 9/25/14

EXHIBIT 2

AA 001092

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

Building: 0002 SCA Big Sky
 2480 Hampton Rd

Las Vegas, NV 89052

| Res ID | Resident Name Unit Address | Type | Date | Code | Charge Code Desc Bill Address | Check No | Amount | Balance |
|---------|--|--------|------------|------|--|----------|-------------|---------|
| 0488 02 | Jimjack In Tr 2763 White Sage Dr Henderson, NV 89052 Current Credit History Code: | | | RM | 5 Summit Walk Trail Henderson, NV 89052 Effective Date: 02/05/2016 | | | |
| | | | | | | | Reg Bal | 00.00 |
| | | Charge | 08/25/2014 | 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 | SCA | 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 | SCA | Sun City Anthem QT Assm | | 275.00 | 275.00 |
| | | Pay | 01/26/2015 | | Lockbox Payment | 02260 | -275.00 | 00.00 |
| | | Charge | 04/01/2015 | SCA | Sun City Anthem QT Assm | | 275.00 | 275.00 |
| | | Pay | 04/20/2015 | | Lockbox Payment | 02267 | -275.00 | 00.00 |
| | | Charge | 07/01/2015 | SCA | 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 | SCA | Sun City Anthem QT Assm | | 275.00 | 275.00 |
| | | Charge | 10/30/2015 | LF | Late Fees | | 25.00 | 300.00 |
| | | Charge | 12/02/2015 | LPC | PreCollections - Initia | | 50.00 | 350.00 |
| | | Pay | 12/10/2015 | | Receipt Processing | 115 | -350.00 | 00.00 |
| | | Charge | 01/01/2016 | SCA | 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 |

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 |
|---------|--|------|------------|------|--|----------|-------------|----------|
| 0480 01 | Gordon B Hansen 2783 White Sage Dr Henderson, NV 89052 | | | | 2864 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 PIP | 082114 | -2,701.04 | 00.00 |
| | Charge | | 08/29/2014 | FINE | Landscape Maint. | | 25.00 | 25.00 |
| | Charge | | 08/30/2014 | INT | Interest | | 08.57 | 34.57 |
| | Credit | | 08/30/2014 | INT | REV 08/14 INT | | -08.57 | 26.00 |
| | Charge | | 08/08/2014 | FINE | Landscape Maint | | 25.00 | 51.00 |
| | Charge | | 08/17/2014 | FINE | Landscape Maint | | 25.00 | 76.00 |
| | Charge | | 08/23/2014 | FINE | Landscape Maint. 9.13 1 | | 25.00 | 101.00 |
| | Credit | | 08/25/2014 | FINE | Trsf 8/29 - 9/23/14 FI | | -25.00 | 76.00 |
| | Credit | | 08/25/2014 | FINE | Trsf 8/29 - 9/23/14 FI | | -25.00 | 51.00 |
| | Credit | | 08/25/2014 | FINE | Trsf 8/29 - 9/23/14 FI | | -25.00 | 26.00 |
| | Credit | | 08/25/2014 | FINE | Trsf 8/29 - 9/23/14 FI | | -25.00 | 01.00 |
| | | | | | | | Res Balance | 00.00 |

EXHIBIT 3

**GVLAR POLICY PROHIBITING
USE OF THE MULTIPLE LISTING SERVICE
TO MARKET HOA FORECLOSURES**

EXHIBIT 3



HOA LIEN FORECLOSURES AND THE MLS

By: David B. Sanders Esq.
GLVAR General Counsel

The MLS Committee has determined that it is the best interests of the MLS to exclude HOA Lien foreclosure properties in the MLS at this current time.

Background

Nevada Supreme Court issued its ruling regarding HOA liens in *SFR Investments Pool I, LLC v. U.S. Bank, N.A.*, 130 Nev. Adv. Op. 75 (Sept. 18, 2014). The Court found that the foreclosure upon an HOA lien can be conducted either judicially or non-judicially and that sale DOES extinguish the first deed of trust on the property when conducted properly. While clarifying those two issues, the Supreme Court's decision leaves several questions unanswered.

Please recall that the appeal was from an order dismissing SFR Investment's complaint on a motion to dismiss, not a final adjudication of property rights. *The Nevada Supreme Court did not hold that SFR obtained title to the property free and clear of U.S. Bank's loan, nor did it hold that the foreclosure sale conducted by the HOA could not be set aside by the trial court.* Instead, it remanded the matter for further proceedings.

Questions Remain

There are a number of unresolved issues related to the Statute and the Court's ruling in SFR Investments.

- (a) What happens if the mortgage holder tenders payment of the super priority portion of the lien and the tender is rejected? (Many of the for profit collection agencies that HOAs employ to foreclose on HOA liens refuse to accept a tender for less than the total amount alleged due not just the super-priority portion.) The Opinion in *SFR* indicates that if such a tender was made and rejected then the sale is invalid.
- (b) Does the purchase of the property at the HOA foreclosure sale have priority over the mortgage holder if the HOA simultaneously forecloses on the subpriority portion of the lien? HOAs typically foreclose on the HOA's entire lien.
- (c) Is the purchaser of property at an HOA sale, which likely paid a small fraction of the value of the property, a bona-fide purchaser for value?
- (d) Can the sale of property by an HOA be voided by the holder of a first priority lien because it was not given adequate notice or due process of law? (There is a genuine issue if the foreclosure procedure outlined in NRS 116 violates a lienholders constitutional right of due process. SFR Investments in this case complied with the more vigorous foreclosure requirements of NRS 107 thus the issue was not presented to the Court.)

FHFA and Federal Preemption



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The Voice for Real Estate in Southern Nevada

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Even more concerning is the Federal Preemption issue. As you know a majority of loans are backed by Freddie Mac and Fannie Mae. Both entities are "quasi federal entities" meaning that there is a genuine issue if an HOA can even extinguish the federal government's interest in the property. When state law and federal law conflict, federal law displaces, or preempts, state law, due to the Supremacy Clause of the Constitution. U.S. Const. art. VI, § 2. Preemption applies regardless of whether the conflicting laws come from legislatures, courts, administrative agencies, or constitutions. For example, the Voting Rights Act, an act of Congress, preempts state constitutions, and FDA regulations may preempt state court judgments in cases involving prescription drugs.

Existing federal law preempts any state law that attempts to extinguish a federal interest. There is active litigation in Nevada federal court to determine this very issue.

Lender Response

Lender response to this ruling has been very aggressive. Lenders are routinely suing over these foreclosures. Lenders are naming all parties involved in the transaction, including the HOA Trustees, the HOA Boards and HOA Board Members in their individual capacities. This could potentially include the seller's agent, the potential buyer and buyer's agent as well as GLVAR.

It is also unlikely that a broker's (or for that matter GLVAR's) E&O Insurance would cover such litigation as listing such a property in the MLS prior to the conclusion of a successful quiet title action is an intentional act. Should GLVAR be sued for any individual listing, membership dues would be spent to defend the Association in Court.

The Nevada Legislature

As you know the Nevada legislature is in session. There are bills already being drafted that would reverse the Nevada Supreme Court's decision. In a few short months we will know if the Legislature will act on this issue.

Title Industry

Several major title insurance companies refuse to issue title insurance on HOA foreclosure properties due to these unknowns and will not do so without a successful quiet title action.

There is a Solution

There is a simple solution to these issues: it is to allow the Courts to determine answers to these questions. The purchasers of HOA lien foreclosed properties should initiate a quiet title action in State Court. That action will resolve the issues of tender and notice. There is current litigation in Federal Court regarding Federal Preemption and that issue will be resolved in the near future.

MLS Position

Until these issues are resolved, the MLS Committee has determined that properties are akin to fractional ownership and will be excluded from the MLS. This issue will be revisited once the Courts have issued appropriate guidelines.



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EXHIBIT 4

MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

6/16/15 Stokes listed property for \$569,000

6/16/15 Stokes filed their complaint in case A720032

10/14/15 Thirteenth time the Stokes relisted it at a lower price

10/23/15 Contingent sale for \$437,900 through BHHS Realtor Kristen Madden

EXHIBIT 4

AA 001098

Property Archive Information

| ML# | Tax ID | PropTyp | Status | Price | Date | Agent | Broker |
|---------|----------------------|---------|--------|------------|------------|----------|-----------|
| 1548524 | 191-13-811-052 | RES | C | \$ 437,900 | 10/23/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1548524 | 191-13-811-052 | RES | ER | \$ 437,900 | 10/14/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1548524 | 191-13-811-052 | RES | ER | \$ 444,900 | 10/02/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1548524 | 191-13-811-052 | RES | ER | \$ 457,900 | 09/16/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1548524 | 191-13-811-052 | RES | ER | \$ 465,900 | 09/09/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1548524 | 191-13-811-052 | RES | ER | \$ 471,900 | 09/02/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1548524 | 191-13-811-052 | RES | ER | \$ 474,900 | 08/27/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1548524 | 191-13-811-052 | RES | ER | \$ 494,900 | 08/16/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1548524 | 191-13-811-052 | RES | ER | \$ 499,900 | 07/28/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1548524 | 191-13-811-052 | RES | ER | \$ 509,900 | 07/20/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1548524 | 191-13-811-052 | RES | ER | \$ 516,900 | 07/14/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1548524 | 191-13-811-052 | RES | ER | \$ 524,900 | 07/10/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1548524 | 191-13-811-052 | RES | ER | \$ 529,900 | 07/03/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1548524 | 191-13-811-052 | RES | ER | \$ 569,900 | 06/16/2015 | 220273 | URBN |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1424197 | 191-13-811-052 | RES | X | \$ 390,000 | 11/01/2014 | 001098 | AMEG05 |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1424197 | 191-13-811-052 | RES | ER | \$ 390,000 | 08/01/2014 | 001098 | AMEG05 |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1424197 | 191-13-811-052 | RES | ER | \$ 380,000 | 07/25/2014 | 001098 | AMEG05 |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1424197 | 191-13-811-052 | RES | C | \$ 380,000 | 03/10/2014 | 001098 | AMEG05 |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1424197 | 191-13-811-052 | RES | ER | \$ 380,000 | 02/25/2014 | 001098 | AMEG05 |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1227006 | 191-13-811-052 | RES | ER | \$ 395,000 | 07/10/2013 | 099056 | PDFT |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1227006 | 191-13-811-052 | RES | W | \$ 395,000 | 07/10/2013 | 099056 | PDFT |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |
| 1227006 | 191-13-811-052 | RES | C | \$ 395,000 | 05/14/2013 | 099056 | PDFT |
| Address | 2763 / WHITE SAGE DR | | | | | Area 606 | Zip 89052 |

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

AA 001099

Property Archive Information

| ML# | Tax ID | PropTyp | Status | Price | Date | Agent | Broker |
|--------------------|--|---------|--------|------------|------------|--------------------|-------------------|
| 1227006 Address | 191-13-811-052 2763 / WHITE SAGE DR | RES | ER | \$ 395,000 | 04/01/2013 | 099056 Area 606 | PDFT Zip 89052 |
| 1227006 Address | 191-13-811-052 2763 / WHITE SAGE DR | RES | C | \$ 335,000 | 08/13/2012 | 099056 Area 606 | PDFT Zip 89052 |
| 1227006 Address | 191-13-811-052 2763 / WHITE SAGE DR | RES | ER | \$ 335,000 | 07/21/2012 | 099056 Area 606 | PDFT Zip 89052 |
| 1227006 Address | 191-13-811-052 2763 / WHITE SAGE DR | RES | ER | \$ 375,000 | 02/16/2012 | 099056 Area 606 | PDFT Zip 89052 |

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

| | | | | | | | | | | | |
|------------|---------------------------|-----------|--|--------------|---------------------|-----------|-------------|----------|---------|----------|-----------|
| GLVAR | Single Family Residential | | Ownership | | 06/10/2015 11:30 AM | | | | | | |
| ML# | 1548524 | Offc | URBN | PubID | 220273 | Status | C | Area | 606 | L/Price | \$437,900 |
| Address | 2763 /WHITE SAGE /Drive | | Unit | StatusUpdate | | | | LP/SqFt | \$199 | | |
| Building # | | Bldr/Manf | Model | | | CondoCnv | | Zip | 89052 | | |
| County | CLARK | Parcel# | 191-13-811-052 | Zoning | SINGLE | Studio | | YrBuilt | 2004/RE | | |
| Cmnty | NONE | Subdiv | SUN CITY ANTHEM UNIT #19 PHASE | | | City/Town | Henderson | State | NV | | |
| Assoc/Comm | Feet Desc | | Age Restricted, CC&RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No | | | | AgeRestrict | | Y | | |
| Elem | K-2 | WOLF | Elem | 3-5 | WOLF | YrRound | N | Junior | DELW | Highsch | LIBR |
| | | | | | | Subdiv# | | CensTrct | 57.14 | MetroMap | 95-F6 |

| PROPERTY INFORMATION | | | | #Baths | FB | 3/4 | HB | Tot | |
|----------------------|---------------------------------------|------------|-------|-------------------|------------------|-----------------|--------|-------|---|
| Bldg Desc | 1STORY | Prop Desc | Conv | 2 | 1 | 0 | 3 | | |
| Type | DETACHED | Unit Desc | | #Bedrms | 3 | #Den/Oth | 0 | #Loft | 0 |
| Roof | TILE | Carport | 0 | Prking Desc | | Lot Desc | 14LESS | | |
| Garage | 2/ATTACHED, AUTODR, ENTRYHS, FINISHED | Lot SqFt | 8,276 | ApprxTotalLivArea | 2,460 | ConvertRealProp | | | |
| AppxLivArea | 2,200 | #Acres +/- | 0.190 | Pool Size +/- | | MH-YrBlt | | | |
| ApprxAddLivArea | 260 | Length | | Width | | | | | |
| Manuf | | Width | | PvPool | Y/HEATED, INGRND | | | | |
| PvSpa | Yes | | | | | | | | |

Dir: South on eastern from rose parkway on to anthem parkway at split pass hampton right on wild iris left on foxtail left on white sage.

Public Remarks: Beautiful liberty model with casita, pool and views of the city. A high elevated lot. There's a formal living room and dining room and a large open kitchen and a separate family room. New Tile in the master bath. Large master with a separate tub and separate shower. Garage has separate area for gold cart. There is a 260 square foot casita out front. Total living 2460 square feet. AGENT BONUS 1500.00

Ag/Ag Remarks: Please use Pam at linear title. Thank you for showing.

| | | | | | |
|-----------------|------------------------------------|----------------------|----------------|-------------------------|--|
| Master Bed Room | 15x13 | CEILFN, WTCLOS | 2nd Bedroom | 15x13 | |
| 3rd Bedroom | 10x10 | | Dining Room | 13x11 | FORDIN, LIVDIN |
| Family Room | 18x14 | SEPFAM | Kitchen | | NOOK, ISLAND, RECESS, PANTRY, SLDCYP, TILE |
| Living Room | 19x14 | ENTPOY, FORMAL, REAR | Master Bath | | DBLSNK, SEPSHW, SEPTUS |
| MBR Down? | | Bed On Y | Ba On Y | Ba On Desc | F |
| Constructn | FRMSTUC | | Furnished Desc | NOFURN | |
| Refrg N | Dispos Y | Dishw Y | Washer Inc | N | Dryer Util |
| OthApplnces | MICROWV, WTCNDO | | Dryer Inc | N | Location |
| Interior | ALARMW, BLINDS, CEILFN, WINDOWCOV | | Oven Desc | STOVEG | AREA |
| Firepl | 1/GAS | | Flooring | CARPET, CARTHR, CERAMIC | |
| Firepl Loc | LIVING | | Fence | BF/BRICK | |
| House Face | North | House Views | | | Equest |
| Exterior | BITOSSQ, BYARDAC, CIRCDRY, CVPATIO | | | | NONE |
| Landscap | DESERT | | | | Miscel |
| Heat Sys | CENTRAL | HtFuel | GAS | | NONE |
| Cool Sys | CENTRAL | CLFuel | ELEC | Grd Mounted | Water |
| Utility Info | UNDGRND | Energy | NONE | | Public |
| | | | | | Sewer |
| | | | | | Soil Elec |
| | | | | | None |
| | | | | | AVM |
| | | | | | Y |
| | | | | | Commentary |
| | | | | | Y |

| VOW/FINANCIAL/LISTING OFFICE INFORMATION | | | | Internet | Public Address | Y | |
|--|---|-------------------|-----------------|-------------------|----------------|-------------------|------------|
| Assoc Fee | Y | Assoc Name | Sun City Anthem | Assoc Ph | 702-614-4800 | Most Plan Fee | \$0 |
| Assoc Fee 1 | \$275/Q | Assoc Fee 2 | | Assessmt | N | Assessment Amt | |
| Assoc Fee Includes | MGMT, REC, RESERV | SID/LID? | N | SID/LID | | SID/LID Ann | |
| Earn Dep | \$5 | Ann Tax | \$3,363 | Repo/REO | N | Temp OffMktStatus | |
| Finance Consid | CASH, CONV | Court App | Y | Short Sale | N | Foreclo | N |
| Lockbox | M | Lockbox Location | Front Door | FIRPTA? | N | Repo/REO | N |
| L/Agent | Robert Goldsmith | Temp OffMktStatus | | Temp OffMktStatus | | Lease/Typ | N |
| Office | Urban Nest Realty | L/APH | 702-308-5294 | REALTOR | Y | PhotExcl | |
| Off Add | 10220 W Charleston Blvd #3, Las Vegas 89135 | Off Ph | 702-853-2444 | Bonus | SO | CoOp | 3.000% |
| Ag Fax # | 702-617-4901 | BrokerName | David Tina | Flat Fee | | Vr N | Ex N |
| Resident | Vacant | Res Ph | 702-308-5294 | Occup | VAC | VTour | Y |
| Showing | KEYANY | Power | ON | AuctTyp | | ListDt | 06/18/2015 |
| Cont Desc | FINANCING | WD | | AuctDt | | ExpDt | |
| | | OrigListPrice | \$569,900 | Act DOM | 129 | | |

Energy-Efficient/GREEN Information:
Green Building Certification: No

| CONTINGENT/PENDING/ SOLD INFORMATION: | | | |
|---------------------------------------|------------|-----------------------|--|
| Accept/Date | 10/23/2015 | EstClo/Date | 10/30/2016 |
| Sold Terms | VA | ActClo/Date | |
| Sellers Contrib | | Prop Condition | |
| Owner Carry | | Days On Market | 129 |
| Auction Buyer Premium | | Days Listing to Close | |
| Addit Auction Sold Terms | | Buyers Agt Public ID | 232958 |
| | | Buyer Broker | AMEG05 |
| | | Broker Office | BHHS Nevada Properties, 3185 St. Rose Parkway #100, Henderson 89052-3977 |
| | | Buyer Agent Name | Kristen Madden/702-458-8888 |

Presented by: Office Name BHHS Nevada Properties Agent: Craig Lekdy AA 001101