

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 05:03 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 X of XIV**

18                   Michael R. Mushkin  
19                   Nevada Bar No. 2421  
20                   L. Joe Coppedge, Esq.  
21                   Nevada Bar No. 4954  
22                   **MUSHKIN & COPPEDGE**  
6070 South Eastern Ave. Suite 270  
Las Vegas, Nevada 89121  
702-454-3333 Telephone  
702-386-4979 Facsimile  
jcoppedge@mccnvlaw.com

<b>Volume</b>	<b>Document</b>	<b>Bates No.</b>
I	Affidavit of Nona Tobin in Support of Nona Tobin and Steve Hansen's Motion to Intervene	AA 000151 - AA 000163
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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
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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
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9	XIII	Recorder's Transcript of Hearing: All Pending Motions April 27, 2017	AA 002581 - AA 002607
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20	V	Stipulation and Order Reforming Caption	AA 001009 - AA 001014
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22	III	Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000584 - AA 000591

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XIII	Transcript of Proceedings: All Pending Motions 01/10/19	AA 002657 - AA 002666
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XIII	Transcript of Proceedings: All Pending Motions 05/25/17	AA 002641 - AA 002656
XIII	Transcript of Proceedings: All Pending Motions 05/29/19	AA 002751 - AA 002778
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XIII	Transcript of Proceedings: Pretrial Conference 04/25/19	AA 002702 - AA 002725
XIII	Transcript of Proceedings: Status Check - Settlement Documents 05/21/19	AA 002726 - AA 002750

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

Inet #: 201212140001338  
Fees: \$17.00  
N/C 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.*

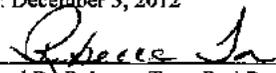
**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, 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.

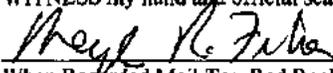
Dated: December 5, 2012

  
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



Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV. 89052  
Title Order Number: 30334

Inst #: 20130312000847

Fees: \$17.00

M/C Fee: \$0.00

03/12/2013 09:55:30 AM

Receipt #: 1529577

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.

Dated: March 7, 2013

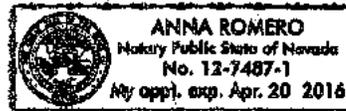
Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA )  
COUNTY OF CLARK )

On March 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 Anna Romero Red Rock Financial Services  
Mail To: 7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887



Inst #: 201304030001569

Fees: \$17.00

N/C Fee: \$0.00

04/03/2013 11:28:14 AM

Receipt #: 1560335

Requestor:

NORTH AMERICAN TITLE SUNSET

Recorded By: SUC Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

Assessor Parcel Number: 191-13-811-052

File Number: R808634

**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

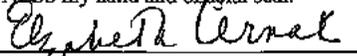


Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

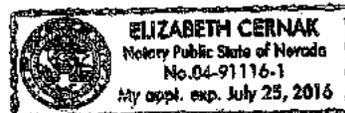
STATE OF NEVADA            )  
COUNTY OF CLARK         )

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



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

Inst #: 201304080001087

Fees: \$17.00

N/C Fee: \$0.00

04/08/2013 09:51:05 AM

Receipt #: 1555431

Requestor:

NORTH AMERICAN TITLE SUNSET

Recorded By: MAT 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 April 4, 2013, the amount owed is \$2,752.66. This amount will continue to increase until paid in full.

*Eungel Watson*

Dated: April 4, 2013

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

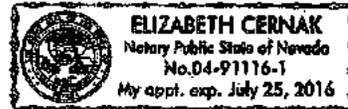
STATE OF NEVADA )  
COUNTY OF CLARK )

On April 4, 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.

*Elizabeth Cernak*

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



Inst #: 201402120001527

Fee: \$18.00

N/C Fee: \$0.00

02/12/2014 09:06:29 AM

Receipt #: 1930419

Requestor:

RED ROCK FINANCIAL SERVICES

Recorded By: MAT Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

**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.

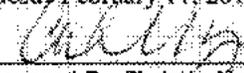
**NOTICE IS HEREBY GIVEN:** That on 03/07/2014, at 10:00 a.m. at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2763 White Sage Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #19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

Assessor Parcel Number: 101-13-811-052  
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.

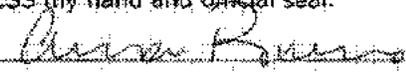
Dated: February 11, 2014

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

STATE OF NEVADA            )  
COUNTY OF CLARK        )

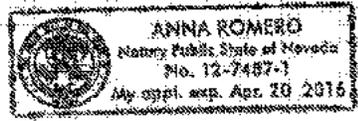
On February 11, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and 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



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**

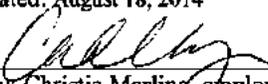
The undersigned declares:

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.

Dated: August 18, 2014

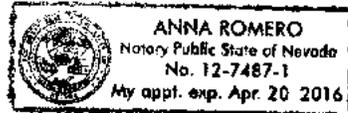
  
By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem Community Association

STATE OF NEVADA            )  
COUNTY OF CLARK        )

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

WITNESS my hand and official seal.

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



**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number (s)**

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

**2. Type of Property:**

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

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

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

Deed in Lieu of Foreclosure Only (value of property) \$ 63,100.<sup>00</sup>  
 Transfer Tax Value: \$ 353,529.<sup>00</sup>  
 Real Property Transfer Tax Due: \$ ~~322.85~~ 1,805.40 <sup>71</sup>

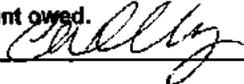
**4. If Exemption Claimed:**

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

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

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

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

Signature  Capacity AGENT  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

**BUYER (GRANTEE) INFORMATION**

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

(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)

APN 191-13-811-052

**CLARK COUNTY RECORDER  
REAL PROPERTY TRANSFER TAX  
RPTT REFUND**

THIS IS NOT A BILL OR A LIEN

Inst #: 20150223-0000608  
Fee: \$18.00 N/C Fee: \$0.00  
RPTT: \$0.00 Ex: #003  
02/23/2015 11:17:34 AM  
Receipt #: 2322519  
Requestor:  
OPPORUNITY HOMES LLC  
Recorded By: GEOW Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

The document described below was recorded showing the incorrect transfer tax. **This correction document is recorded to show the amount of refund.** A copy of a portion of document showing parties' names is attached for indexing.

Document being corrected:

**Book & Instrument :** 201408220002548

	<u>ORIGINAL AMOUNT</u>		<u>CORRECTED AMOUNT</u>		<u>DIFFERENCE</u>
Total Value	<u>\$63,100.00</u>		<u>\$63,100.00</u>		<u>\$0.00</u>
Deed in Lieu of Foreclosure only	<u>\$0.00</u>		<u>\$0.00</u>		<u>\$0.00</u>
Transfer Tax Value	<u>\$353,529.00</u>	100.00%	<u>\$63,100.00</u>	100.00%	<u>\$290,429.00</u>
Transfer Tax	<u>\$1,805.40</u>		<u>\$323.85</u>		<u>\$1,481.55</u>

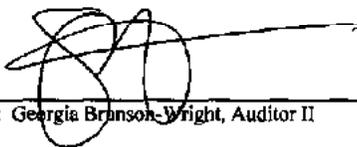
Refund issued to:

**Refund Amount:** \$1,481.55

**REASON:** Proof of notification for HOA foreclosure provided

**DEBBIE CONWAY, CLARK COUNTY RECORDER**

RETURN TO:  
Clark County Recorder  
Audit Division

  
By: Georgia Branson-Wright, Auditor II

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 #: 2130135  
Requestor:  
OPPORTUNITY HOMES LLC  
Recorded By: SOL Pga: 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.

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

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

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

4. **If Exemption Claimed:**  
 a. Transfer Tax Exemption per NRS 375.090, Section 3  
 b. Explain Reason for Exemption: RPTT refund

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

The undersigned Seller (Grantor)/Buyer (Grantee), 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/Grantor \_\_\_\_\_ Capacity: \_\_\_\_\_

Signature/Grantee \_\_\_\_\_ Capacity: \_\_\_\_\_

<b><u>SELLER (GRANTOR) INFORMATION</u></b> (REQUIRED)	<b><u>BUYER (GRANTEE) INFORMATION</u></b> (REQUIRED)
Print Name: _____	Print Name: _____
Address: _____	Address: _____
City: _____	City: _____
State: _____ Zip: _____	State: _____ Zip: _____

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

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

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

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

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

Inst #: 20150609-0001537

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

RPTT: \$1377.00 Ex: #

06/09/2015 12:58:36 PM

Receipt #: 2452509

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

(3)

Name: F. Bondurant, LLC.

Address: 10781 West Twain Avenue

City/State/Zip: Las Vegas, NV 89135

---

### QUITCLAIM DEED

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

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

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

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

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

Signed, sealed and delivered in presence of:

Thomas Lucas  
Grantor

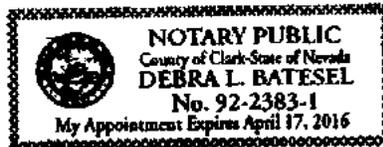
Thomas Lucas, Manager  
Opportunity Homes LLC

State of Nevada                    )  
County of Clark                    ) SS

On this 4<sup>th</sup> day of June, 2016, before me, Debra L. Batezel, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.

Signature: Debra L. Batezel



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/Ind'l  
 g)  Agricultural      h)  Mobile Home  
 i)  Other \_\_\_\_\_

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

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

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

5. Partial Interest: Percentage being transferred: 100 %  
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.080 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: [Signature] Capacity: Grantor  
 Signature: \_\_\_\_\_ Capacity: \_\_\_\_\_

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

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

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

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

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

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

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

Inet #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2016 01:06:29 PM

Receipt #: 2452618

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

(3)

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### QUITCLAIM DEED

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

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

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

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

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

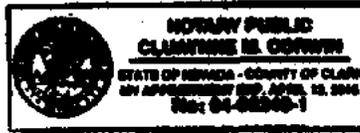
Signed, sealed and delivered in presence of:

yeun Lee  
Grantor yeun Lee Manager

State of Nevada )  
County of Clark ) ss

On this 8<sup>th</sup> day of June, 2015, before me, Christy M. Coward, 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: Christy M. Coward

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 Jim Jack Irrevocable Trust  
 Address: 5 Summit Walk Trail  
 City: Henderson  
 State: Nevada Zip: 89052

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

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

5

Inst #: 20160113-0001051  
Fees: \$21.00  
N/C Fee: \$0.00  
01/13/2016 11:42:18 AM  
Receipt #: 2657018  
Requestor:  
JOLLEY URG A WIRTH WOODBURY  
Recorded By: SHAWA Pgs: 5  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**RECORDING COVER PAGE**

Must be typed or printed clearly in black ink only.

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

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

**TITLE OF DOCUMENT (DO NOT Abbreviate)**

**NOTICE OF LIS PENDENS**

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

**Recording requested by:**

WRIGHT FINLAY

---

**Return to:**

**Name** WRIGHT FINLAY

---

**Address** 7785 W. SAHARA AVE. #200

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**City/State/Zip** LAS VEGAS, NV 89117

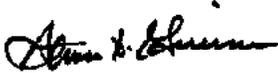
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This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

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

P:\Recorder\Forms 12\_2010

  
CLERK OF THE COURT

1 NOLP  
2 WRIGHT, FINLAY & ZAK, LLP  
3 Edgar C. Smith, Esq.  
4 Nevada Bar No. 05506  
5 7785 W. Sahara Ave., Suite 200  
6 Las Vegas, Nevada 89117  
7 (702) 475-7964; Fax: (702) 946-1345  
8 [esmith@wrightlegal.net](mailto:esmith@wrightlegal.net)  
9 Attorneys for Plaintiff, Nationstar Mortgage, LLC

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 NATIONSTAR MORTGAGE, LLC,  
10 Plaintiff,

Case No.: A-16-730078-C  
Dept. No.: XXIV

11 vs.

NOTICE OF LIS PENDENS

12 OPPORTUNITY HOMES, LLC company;  
13 Does 1 through 10; and Roe Corporations 1  
14 through 10,  
15 Defendants.

16 PLEASE TAKE NOTICE that Plaintiff, Nationstar Mortgage, LLC (hereinafter,  
17 "Plaintiff"), by and through its attorneys of record, Edgar C. Smith, Esq., of the law firm of  
18 WRIGHT, FINLAY & ZAK, LLP, complains against Opportunity Homes, LLC; Does 1 through  
19 10; and Roe Corporations 1 through 10 (collectively, "Defendants"), in the above-entitled action  
20 concerning and affective real property as described herein. Plaintiff's Complaint was filed on  
21 January 11, 2016. The above-captioned matter is pending in the District Court, Clark County,  
22 Nevada, located at 200 Lewis Avenue, Las Vegas, Nevada.

23 This action, and the affirmative relief that Plaintiff requests in its Complaint, affects title  
24 to specific real property and the right to possession of specific real property situated in Clark  
25 County, Nevada, commonly known as 2763 White Sage Drive, Henderson, Nevada 89052  
26 (hereinafter "Property"), and more particularly described as:

27 Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM UNIT  
28 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.

1  
2 and more particularly described as Clark County Assessor Parcel No. 191-13-811-052.

3 In its Complaint, Plaintiff has asked the Court to provide the following affirmative relief:

- 4
- 5 1. For a declaration and determination that Plaintiff's interest is secured against the  
6 Property, and that Plaintiff's first Deed of Trust was not extinguished by the HOA  
7 Sale;
  - 8 2. For a declaration and determination that Plaintiff's interest is secured against the  
9 Property, and that Plaintiff's first Deed of Trust was not extinguished by the HOA  
10 Sale as Plaintiff tendered payment of the super-priority portion of the HOA lien;
  - 11 3. For a declaration and determination that Plaintiff's interest is superior to the interest  
12 of Buyer, the HOA, and fictitious Defendants;
  - 13 4. For a declaration and determination that the HOA Sale was invalid to the extent it  
14 purports to convey the Property free and clear to Opportunity Homes, LLC.
  - 15 5. In the alternative, for a declaration and determination that the Trustee's Deed Upon  
16 Sale was invalid and conveyed no legitimate interest to Opportunity Homes, LLC;
  - 17 6. For a preliminary injunction that Opportunity Homes, LLC, their successors, assigns,  
18 and agents are prohibited from conducting a sale or transfer of the Property;
  - 19 7. For a preliminary injunction that Opportunity Homes, LLC, their successors, assigns,  
20 and agents pay all taxes, insurance and homeowner's association dues during the  
21 pendency of this action;
  - 22 8. For a preliminary injunction that Opportunity Homes, LLC, their successors, assigns,  
23 and agents be required to segregate and deposit all rents with the Court or a Court-  
24 approved trust account over which they have no control during the pendency of this  
25 action;
  - 26 9. If it is determined that Plaintiff's Deed of Trust has been extinguished by the HOA  
27 Sale, for special damages in the amount of the fair market value of the Property or the  
28 unpaid balance of the Hansen Loan and Deed of Trust, at the time of the HOA Sale,  
whichever is greater;

Page 2 of 4

- 1 10. For general and special damages in excess of \$10,000.00;  
2 11. In the alternative, for restitution in excess of \$10,000.00;  
3 12. For attorney's fees;  
4 13. For costs incurred herein, including post-judgment costs; and  
5 14. For any and all further relief deemed appropriate by this Court.

6  
7 DATED this 12 day of January, 2016.

8 WRIGHT, FINLAY & ZAK, LLP

9 

10 Edgar C. Smith, Esq.  
11 Nevada Bar No. 05506  
12 7785 W. Sahara Ave., Suite 200  
13 Las Vegas, Nevada 89117  
14 *Attorneys for Plaintiff, Nationstar Mortgage, LLC*

15 **AFFIRMATION**

16 Pursuant to N.R.S. 239B.030

17 The undersigned does hereby affirm that the preceding **NOTICE OF LIS PENDENS**  
18 filed in Case No. A-16-730078-C does not contain the social security number of any person.  
19

20 DATED this 12 day of January, 2016.

21 WRIGHT, FINLAY & ZAK, LLP

22 

23 Edgar C. Smith, Esq.  
24 Nevada Bar No. 05506  
25 7785 W. Sahara Ave., Suite 200  
26 Las Vegas, Nevada 89117  
27 *Attorneys for Plaintiff, Nationstar Mortgage, LLC*  
28

1 **CERTIFICATE OF SERVICE**

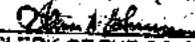
2 Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK,  
3 LLP, and that on this 12 day of January, 2016, I did cause a true copy of NOTICE OF LIS  
4 PENDENS to be e-filed and e-served through the Eighth Judicial District EFP system pursuant  
5 to NEFR 9, and/or by depositing a true and correct copy in the United States Mail, addressed as  
6 follows:

7  
8 Opportunity Homes, LLC  
9 c/o Registered Agent: Thomas Lucas  
10 2657 Windmill Pkwy., #145  
11 Henderson, Nevada 89074

12 

13 An Employee of WRIGHT, FINLAY & ZAK, LLP

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26 CERTIFIED COPY  
27 DOCUMENT ATTACHED IS A  
28 TRUE AND CORRECT COPY  
OF THE ORIGINAL ON FILE

  
CLERK OF THE COURT

JAN 12 2016

Page 4 of 4

Inst #: 20160523-0001416

Fees: \$19.00

N/C Fee: \$0.00

05/23/2016 01:09:56 PM

Receipt #: 2771948

Requestor:

GORDON B HANSEN TRUST

Recorded By: COJ Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

3

Escrow NO: 14025231-144-CD

APN: 191-13-811-052

WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:

GORDON B. HANSEN TRUST  
2664 OLIVIA HEIGHTS AVENUE  
HENDERSON, NV 89052

ESCROW NO: 14025231-144-CD

CERTIFICATE OF INCUMBENCY

STATE OF Nevada )  
 ) SS.  
COUNTY OF CLARK )

Nona Tobin, being first duly sworn upon oath, deposes and states as follows:

1. That Gordon Bruce Hansen, as Grantor, and Gordon Bruce Hansen, as Trustee(s) created the Gordon B. Hansen TRUST under an Agreement dated August 22, 2008, and amended August 10, 2011, (hereafter referred to as the "Trust").  
The Trust provides that upon the death of Gordon Bruce Hansen, then Nona Tobin shall serve as surviving/ successor Trustee(s).
2. That Gordon Bruce Hansen, the Grantor/Trustee of said Trust has died and certified copy of the Death Certificate is attached hereto as Exhibit "A".
3. Nona Tobin, hereby files this Certificate and does hereby accept the appointment of surviving/ successor trustee(s) as provided for in the Trust.

Dated this 20 day of JUNE, 2014

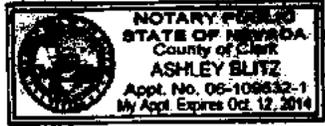
Nona Tobin  
Nona Tobin

State of Nevada )  
County of Clark ) SS.

On JUNE 20, 2014, personally appeared before me, a Notary  
Public NONA TOBIN

who acknowledged that She executed the above instrument.

Ashley Blitz  
(Notary Public)



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

CERTIFICATE OF DEATH

201200668

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK

DECEDENT

IF DEATH OCCURRED IN INSTITUTION SEE HOSPITAL REGARDING COMPLETION OF RESIDENCE ITEMS

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF DEATH

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE — STATING THE UNDERLYING CAUSE LAST

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			3e If Hosp. or Inst. Indicate DOA, OP, Emer, Rm (Inpatient) (Specify) Inpatient			4 SEX Male								
5 RACE White (Specify)			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		
9a STATE OF BIRTH (If not U.S.A. name country) California			9b CITIZEN OF WHAT COUNTRY United States			10 EDUCATION 18			11 MARRIED NEVER MARRIED, WIDOWED, DIVORCED (Specify) Divorced			12 SURVIVING SPOUSE (If wife, give maiden name)					
13 SOCIAL SECURITY NUMBER -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			Ever in US Armed Forces? Yes								
15a RESIDENCE - STATE Nevada		15b COUNTY Clark		15c CITY, TOWN OR LOCATION Henderson		15d STREET AND NUMBER 2664 Olivia Heights Avenue			15e INSIDE CITY LIMITS (Specify Yes or No) Yes								
16 FATHER/PARENT - NAME (First Middle Last Suffix) Charles Arvid HANSEN						17 MOTHER/PARENT - NAME (First Middle Last Suffix) Maud Evelyn LEHSOU											
16a INFORMANT - NAME (Type or Print) Steven Eric HANSEN						16b MAILING ADDRESS (Street 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 (Or Person Acting as Such) BART BURTON SIGNATURE AUTHENTICATED			20c FUNERAL DIRECTOR LICENSE 50			20b 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) RITA CHUANG MD SIGNATURE AUTHENTICATED						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)											
21b DATE SIGNED (Mo/Day/Yr) January 19, 2012			21c HOUR OF DEATH 19:50			22b DATE SIGNED (Mo/Day/Yr)			22c HOUR OF DEATH								
21d NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)						22d PRONOUNCED DEAD (Mo/Day/Yr)			22e PRONOUNCED DEAD AT (Hour)								
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								
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)) PART I (a) Pancreatic cancer DUE TO OR AS A CONSEQUENCE OF (b) DUE TO OR AS A CONSEQUENCE OF (c) DUE TO OR AS A CONSEQUENCE OF (d)									Interval between onset and death								
PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in Part I									25 AUTOPSY (Specify Yes or No) No								
28a ACC. SUICIDE, FROM UNDOT OR PENDING INVEST (Specify)			28b DATE OF INJURY (Mo/Day/Yr)		28c HOUR OF INJURY		28d DESCRIBE HOW INJURY OCCURRED										
28e INJURY AT WORK (Specify Yes or No)			28f PLACE OF INJURY - At home, farm, street, factory, office, building, etc. (Specify)			28g 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., M.P.H.  
Registrar of Vital Statistics  
By: *[Signature]*  
Date Issued: JAN 23 2012

SOUTHERN NEVADA HEALTH DISTRICT ♦ 625 Shadow Lane P.O. Box 3902 ♦ Las Vegas, Nevada 89127 ♦ 702-759-1010 ♦ Tax ID# 88-0151573

Inst #: 20160523-0001417

Fees: \$17.00

N/C Fee: \$25.00

05/23/2016 01:09:56 PM

Receipt #: 2771948

Requestor:

GORDON B HANSEN TRUST

Recorded By: COJ Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052  
RECORDING REQUESTED BY:  
NONA TOBIN,  
SUCCESSOR TRUSTEE OF THE  
GORDON B. HANSEN TRUST

WHEN RECORDED MAIL TO:  
Nona Tobin  
2664 Olivia Heights Ave.  
Henderson NV 89052

REQUEST FOR NOTICE  
Under NRS Chapters 107 and 116

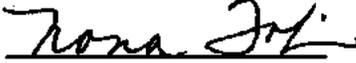
The undersigned is a person with an interest in the real property described herein, having an interest in a certain Grant, Bargain and Sale Deed wherein the Trustor GORDON B. HANSEN, granted and conveyed to the GORDON B. HANSEN TRUST, dated August 22, 2008, as amended, or his successors, all of his right, title and interest in that real property situated in Clark County, 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

Accordingly, the undersigned requests that a copy of any notice of lien, sale, transfer, default or any other action affecting this property is mailed to the address below:

GORDON B. HANSEN TRUST,

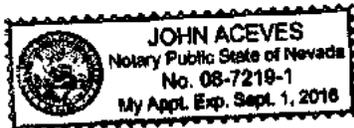


NONA TOBIN, Successor Trustee

STATE OF NEVADA  
COUNTY OF CLARK

On this 23<sup>rd</sup> day of May, 2016 before me personally appeared Nona Tobin, known to me to be the persons described in and who executed the foregoing instrument acknowledged that she executed the same (in her authorized capacity as her free act and deed.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

5

Inet #: 20160607-0001450

Fee: \$21.00

M/C Fee: \$0.00

06/07/2016 11:58:50 AM

Receipt #: 2754663

Requestor:

NATIONWIDE LEGAL

Recorded By: GLORD Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

**RECORDING COVER PAGE**

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

APN# 191-13-811-052  
\_\_\_\_\_

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

**TITLE OF DOCUMENT  
(DO NOT Abbreviate)**

**NOTICE OF LIS PENDENS**

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

**RECORDING REQUESTED BY:**

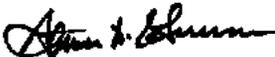
**WRIGHT, FINLAY & ZAK, LLP**

RETURN TO: Name WRIGHT, FINLAY & ZAK, LLP  
Address 7785 W SAHARA AVE #200  
City/State/Zip LAS VEGAS, NV 89117

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

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

This page provides additional information required by NRS 111.312 Sections 1-2.  
An additional recording fee of \$1.00 will apply.  
To print this document properly—do not use page scaling.

  
CLERK OF THE COURT

1 **NOLP**  
2 **WRIGHT, FINLAY & ZAK, LLP**  
3 **Edgar C. Smith, Esq.**  
4 **Nevada Bar No. 05506**  
5 **7785 W. Sahara Ave., Suite 200**  
6 **Las Vegas, Nevada 89117**  
7 **(702) 475-7964; Fax: (702) 946-1345**  
8 **esmith@wrightlegal.net**  
9 ***Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage, LLC***

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

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

11 **Plaintiffs,**

12 **vs.**

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

16 **Defendants.**

17 **NATIONSTAR MORTGAGE, LLC,**  
18 **Counterclaimant,**

19 **vs.**

20 **JIMI JACK IRREVOCABLE TRUST;**  
21 **OPPORTUNITY HOMES, LLC, a Nevada**  
22 **limited liability company; F. BONDURANT,**  
23 **LLC, a Nevada limited liability company;**  
24 **DOES I through X, inclusive; and ROE**  
25 **CORPORATIONS XI through XX, inclusive,**  
26 **Counter-Defendants.**

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

**NOTICE OF LIS PENDENS**

25 **PLEASE TAKE NOTICE** that Defendant in Intervention/Counterclaimant, Nationstar  
26 Mortgage, LLC (hereinafter, "Nationstar"), by and through its attorneys of record, Edgar C.  
27 Smith, Esq., of the law firm of WRIGHT, FINLAY & ZAK, LLP, has filed an action against  
28 JimiJack Irrevocable Trust; Opportunity Homes, LLC; F. Bondurant, LLC; Does I through X;

1 and Roe Corporations XI through XX (collectively, "Defendants"), in the above-entitled matter  
2 that concerns and affects title to the real property as described herein. Nationstar's Answer and  
3 Counterclaim was filed on June 2, 2016. The above-captioned matter is pending in the District  
4 Court, Clark County, Nevada, located at 200 Lewis Avenue, Las Vegas, Nevada.

5 This action, and the affirmative relief that Nationstar requests in its Counterclaim, seeks a  
6 decree of quiet title to the real property situated in Clark County, Nevada, commonly known as  
7 2763 White Sage Drive, Henderson, Nevada 89052 (hereinafter "Property"), and more  
8 particularly described as:

9 Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM UNIT  
10 NO. 19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the  
11 Office of the County Recorder, Clark County, Nevada.

12 and more particularly described as Clark County Assessor Parcel No. 191-13-811-052.

13  
14 In its Counterclaim, Nationstar has asked the Court to provide the following affirmative relief:

- 15 1. For a declaration and determination that Nationstar's Deed of Trust is secured  
16 against the Property, and that Nationstar's senior position Deed of Trust was not  
17 extinguished by the HOA Sale;
- 18 2. For a declaration and determination that Nationstar's interest is superior to the  
19 interest of Plaintiff, and all other Counter-Defendants;
- 20 3. For a declaration and determination that all transfers of title to the Property are  
21 and were subject to Nationstar's Deed of Trust, and that the Deed of Trust  
22 continues to encumber title in senior position in the chain of title; or,

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4. In the alternative, for a declaration and determination that the HOA Sale was invalid and conveyed no right, title or interest to Counter-Defendants, or their encumbrancers, successors and assigns;

DATED this 3<sup>rd</sup> day of June, 2016.

WRIGHT, FINLAY & ZAK, LLP

/s/ Edgar C. Smith, Esq.  
Edgar C. Smith, Esq.  
Nevada Bar No. 05506  
7785 W. Sahara Ave., Suite 200  
Las Vegas, Nevada 89117  
*Attorneys for Defendant in  
Intervention/Counterclaimant, Nationstar  
Mortgage, LLC*

**AFFIRMATION**

Pursuant to N.R.S. 239B.030

The undersigned does hereby affirm that the preceding **NOTICE OF LIS PENDENS** filed in Case No. A-15-720032-C **does not** contain the social security number of any person.

DATED this 3<sup>rd</sup> day of June, 2016.

WRIGHT, FINLAY & ZAK, LLP

/s/ Edgar C. Smith, Esq.  
Edgar C. Smith, Esq.  
Nevada Bar No. 05506  
7785 W. Sahara Ave., Suite 200  
Las Vegas, Nevada 89117  
*Attorneys for Defendant in  
Intervention/Counterclaimant, Nationstar  
Mortgage, LLC*

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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 3<sup>rd</sup> day of June, 2016, I did cause a true copy of NOTICE OF LIS PENDENS to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9, and/or by depositing a true and correct copy in the United States Mail, addressed as follows:

Joseph Hong, Esq.  
Hong & Hong, APLC  
10781 W. Twain Avenue  
Las Vegas, NV 89135  
*Attorneys for Plaintiff*

/s/ Allison Zeason  
An Employee of WRIGHT, FINLAY & ZAK, LLP

CERTIFIED COPY  
DOCUMENT ATTACHED IS A  
TRUE AND CORRECT COPY  
OF THE ORIGINAL ON FILE  
*Allison Zeason*  
CLERK OF THE COURT  
JUN 06 2016

47

Inet #: 20170328-0001452

Fee: \$19.00 N/C Fee: \$0.00

RPTT: \$0.00 Ex: #007

03/28/2017 11:51:02 AM

Receipt #: 3042834

Requestor:

NONA TOBIN

Recorded By: MAYS M Pge: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### QUITCLAIM DEED

On March 27, 2017 THE GRANTOR(S),

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

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

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

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

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

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

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

or any part thereof.

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

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

**(SIGNATURE PAGE FOLLOWS)**

Grantor Signatures:

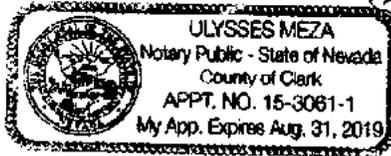
DATED: 3/27/17

Nona Tobin, Trustee

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

STATE OF NEVADA, COUNTY OF CLARK, ss:

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



[Signature]  
Notary Public Ulysses Meza

Notary Public  
Title (and Rank)

My commission expires 08-31-2019

STATE OF NEVADA  
DECLARATION OF VALUE

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

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

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

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

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

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

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

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

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

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**  
 Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
 Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 City: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

6

Inet #: 20170331-0003071

Fee: \$22.00

M/C Fee: \$0.00

03/31/2017 02:07:50 PM

Receipt #: 3047132

Requestor:

NONA TOBIN

Recorded By: MAYS M Pge: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

**RECORDING COVER PAGE**

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

APN# 191-13-811-052

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

**TITLE OF DOCUMENT**

(DO NOT Abbreviate)

**DISCLAIMER OF INTEREST**

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

**RECORDING REQUESTED BY:**

NONA TOBIN

RETURN TO: Name Nona Tobin

Address 2664 Olivia Heights Ave.

City/State/Zip Henderson NV 89052

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

Name Nona Tobin

Address 2664 Olivia Heights Ave.

City/State/Zip Henderson NV 89052

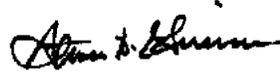
This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

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

Using this cover page does not exclude the document from assessing a noncompliance fee.

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CLERK OF THE COURT

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

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

10 vs.

**DISCLAIMER OF INTEREST**

11 BANK OF AMERICA, N.A.; SUN CITY  
12 ANTHEM COMMUNITY ASSOCIATION,  
INC.; DOES 1 through X and ROE  
13 BUSINESS ENTITIES 1 through 10, inclusive,  
14  
Defendants.

15 NATIONSTAR MORTGAGE, LLC,  
16  
Counter-Claimant,

17 Vs.

18 JIMJACK IRREVOCABLE TRUST;  
19 OPPORTUNITY HOMES, LLC, a Nevada  
limited liability company; F. BONDURANT,  
20 LLC, a Nevada limited liability company;  
DOES 1 through X, inclusive; and ROE  
21 CORPORATIONS XI THROUGH XX,  
inclusive,

22  
23 Counter-Defendants

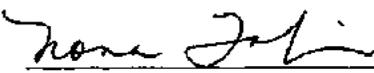
24 NONA TOBIN, an individual, Trustee of the

1 GORDON B. HANSEN TRUST, dated  
2 8/22/08  
3  
4 Cross-Claimant,  
5 vs.  
6 SUN CITY ANTHEM COMMUNITY  
7 ASSOCIATION, INC., DOES 1-10, and ROE  
8 CORPORATIONS 1-10, inclusive,  
9  
10 Cross-Defendants.

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

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

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

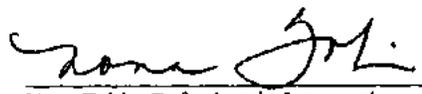
  
NONA TOBIN, Trustee  
Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
Henderson NV 89052  
Phone: (702) 465-2199  
[nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
*Defendant-in-Intervention, Cross-Claimant  
In Proper Person*

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**CERTIFICATE OF SERVICE**

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



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

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**EXHIBIT 1**

**EXHIBIT 1**

State of California  
County of Kern

Declaration of Steve Hansen

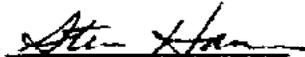
My full name is Steven Eric Hansen. I am the son of the late Gordon B. Hansen, Trustor of the Gordon B. Hansen Trust, dated August 22, 2008, as amended once on August 10, 2011.

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

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

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

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



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

4

Inet #: 20170331-0003072  
Fee: \$20.00  
N/C Fee: \$0.00  
03/31/2017 02:07:50 PM  
Receipt #: 3047132  
Requestor:  
NONA TOBIN  
Recorded By: MAYS M Pge: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

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

APN# 191-13-811-052  
(11 digit Assessor's Parcel Number may be obtained at:  
<http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>)

**TITLE OF DOCUMENT**  
(DO NOT Abbreviate)

**DISCLAIMER OF INTEREST**

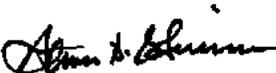
Document Title on cover page must appear EXACTLY as the first page of the document  
to be recorded.

**RECORDING REQUESTED BY:**  
NONA TOBIN

**RETURN TO: Name** Nona Tobin  
**Address** 2664 Olivia Heights Ave.  
**City/State/Zip** Henderson NV 89052

**MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)**  
**Name** Nona Tobin  
**Address** 2664 Olivia Heights Ave.  
**City/State/Zip** Henderson NV 89052

This page provides additional information required by NRS 111.312 Sections 1-2.  
An additional recording fee of \$1.00 will apply.  
To print this document properly, do not use page scaling.  
Using this cover page does not exclude the document from assessing a noncompliance fee.  
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CLERK OF THE COURT

**DISI**  
**JAKUB P. MEDRALA, ESQ.**  
Nevada Bar No. 12822  
**THE MEDRALA LAW FIRM, PROF. LLC**  
1091 S. Cimarron Road, Suite A-1  
Las Vegas, Nevada 89145  
(702) 475-8884  
(702) 938-8625 Facsimile  
jmedrala@medralaw.com  
Attorney for Thomas Lucas and  
Opportunity Homes, LLC

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

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

Counterdefendants,

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

Crossclaimant,

vs.

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

Crossdefendants.

CASE NO.: A-15-720032-C  
DEPT. NO.: XXXI

**DISCLAIMER OF INTEREST**

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

DATED this 8th day of March, 2017.

Respectfully Submitted by:  
**The Medrala Law Firm, Prof. LLC**  
*/s/ Jakub P. Medrala*

\_\_\_\_\_  
JAKUB P. MEDRALA, ESQ.  
Nevada Bar No. 12822  
1091 S. Cimarron Road, Suite A-1  
Las Vegas, Nevada 89145  
jmedrala@medralaw.com  
*Attorney for Thomas Lucas and  
Opportunity Homes, LLC*

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CERTIFICATE OF SERVICE

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

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

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

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

3  
Disclaimer of Interest

6

Inst #: 20170331-0003073

Fee: \$22.00

M/C Fee: \$0.00

03/31/2017 02:07:50 PM

Receipt #: 3047132

Requestor:

NONA TOBIN

Recorded By: MAYS M Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

**RECORDING COVER PAGE**

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

APN# 191-13-811-052

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

**TITLE OF DOCUMENT**

(DO NOT Abbreviate)

**DISCLAIMER OF INTEREST**

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

**RECORDING REQUESTED BY:**

NONA TOBIN

RETURN TO: Name Nona Tobin

Address 2664 Olivia Heights Ave.

City/State/Zip Henderson NV 89052

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

Name Nona Tobin

Address 2664 Olivia Heights Ave.

City/State/Zip Henderson NV 89052

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

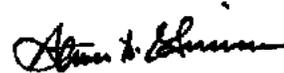
An additional recording fee of \$1.00 will apply.

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

Using this cover page does not exclude the document from assessing a noncompliance fee.

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**ORIGINAL**

  
CLERK OF THE COURT

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

6 Attorney for Plaintiff/Counterdefendant

7  
8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

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

11 Plaintiff,

12 vs.  
13 BANK OF AMERICA, N.A.,  
14 et al.,

14 Defendants.

CASE NO. A720032  
DEPT. NO. XXXI

DISCLAIMER OF INTEREST

16 And related Claims.

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

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

23  
24   
25 JOSEPH Y. HONG, ESQ.  
26 Nevada Bar No. 5995  
27 10781 W. Twain Ave.  
28 Las Vegas, Nevada 89135  
Attorney for Yuen K. Lee and  
F. Bondurant, LLC.

**CERTIFICATE OF ELECTRONIC SERVICE**

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

**Leach Johnson Song & Gruchow**

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

**Leach Johnson Song Gruchow**

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

**Leach Johnson Song Gruchow**

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

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

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

**Pro Se**

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

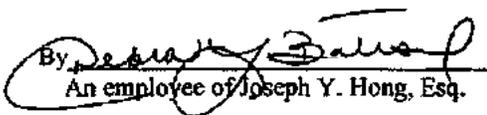
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**The Medrala Law Firm, PLLC**

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

**Wright, Finlay & Zak, LLP**

Contact	Email
Jason Craig	jcraig@wrightlegal.net
Michael Kelley	mkkelley@wrightlegal.net
NVEfile	nvefile@wrightlegal.net

By   
An employee of Joseph Y. Hong, Esq.

W



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F. BONDURANT, LLC, Counter Defendant      \$223.00  
YUEN K. LEE, Cross Defendant                      \$ 30.00  
**TOTAL REMITTED:                                      \$253.00**

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

HONG & HONG  
A Professional Law Corporation



---

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

Inst #: 20190501-0003348

Fees: \$40.00

RPTT: \$0.00 Ex #: 007

05/01/2019 04:12:04 PM

Receipt #: 3699653

Requestor:

JOEL STOKES

Recorded By: VELAZN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

APN: 191-13-811-052

Recording requested by and mail document and tax statements to:

Name: Joel A. Stokes

Address: 2763 White Sage Dr.

City/State/Zip: Henderson, NV 89052

**QUITCLAIM DEED**

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

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

*Commonly known as:*

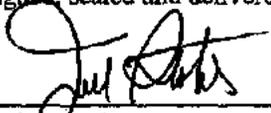
2763 White Sage Dr., Henderson, Nevada 89052

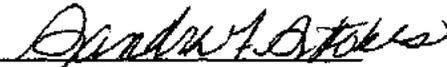
*More particularly described as:* APN 191-13-811-052

SUN CITY ANTHEM UNIT# 19, PHASE 2, PLAT BOOK102, PAGE 80, LOT 85, BLOCK 4, CLARK COUNTY , NV

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

Signed, sealed and delivered in presence of:

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

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

State of Nevada            )  
  ) ss  
County of Clark            )

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

WITNESS my hand and official seal.

Signature: 



STATE OF NEVADA  
DECLARATION OF VALUE

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

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

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

3. a. Total Value/Sales Price of Property      \$ 406,580  
 b. Deed in Lieu of Foreclosure Only (value of property) \_\_\_\_\_  
 c. Transfer Tax Value:                            ~~\$ 406,580~~  
 d. Real Property Transfer Tax Due            \$ 0

4. If Exemption Claimed:  
 a. Transfer Tax Exemption per NRS 375.090, Section 7  
 b. Explain Reason for Exemption: a transfer of title from a trust without consideration to some individual

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %  
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.038, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

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

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

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

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

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Inst #: 20190506-0001022

Fees: \$40.00

05/06/2019 08:20:44 AM

Receipt #: 3702342

Requestor:

LAW OFFICES OF MUSHKIN & AS

Recorded By: TAH Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

**RECORDING COVER PAGE**

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

APN# 191-13-811-052

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

**TITLE OF DOCUMENT**

(DO NOT Abbreviate)

Notice of Lis Pendens

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

**RECORDING REQUESTED BY:**

Mushkin Cica Coppedge

RETURN TO: Name Mushkin Cica Coppedge

Address 4495 South Pecos Road

City/State/Zip Las Vegas, NV 89121

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

Name \_\_\_\_\_

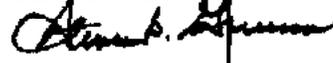
Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

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

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

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



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

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

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

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

15 Plaintiffs,  
16 vs.

17 BANK OF AMERICA, N.A.;

---

18 Defendant.

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

22 JIMI JACK IRREVOCABLE TRUST,  
23 Counter-Defendant.

24  
25 **CAPTION CONTINUES BELOW**  
26  
27  
28

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

**NOTICE OF LIS PENDENS**

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

5 Counter-Claimant,

6 vs.

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

12 Counter-Defendants.

13 **NOTICE OF LIS PENDENS**

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

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

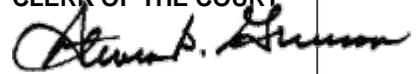
23 DATED this 30 day of April, 2019

24 MUSHKIN • CICA • COPPEDGE

25 

26 MICHAEL R. MUSHKIN, ESQ.  
27 Nevada State Bar No. 2421  
28 L. JOE COPPEDGE, ESQ.  
Nevada State Bar No. 4954  
4495 S. Pecos Road  
Las Vegas, Nevada 89121

Page 2 of 2



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LIPSON NEILSON, P.C.  
KALEB D. ANDERSON, ESQ.  
Nevada Bar No. 7582  
DAVID T. OCHOA, ESQ.  
Nevada Bar No. 10414  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 382-1500 - Telephone  
(702) 382-1512 - Facsimile  
[kanderson@lipsonneilson.com](mailto:kanderson@lipsonneilson.com)  
[dochoa@lipsonneilson.com](mailto:dochoa@lipsonneilson.com)  
*Attorneys for Cross-Defendant*  
*Sun City Anthem Community Association*

**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.;

Defendants.

NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counter-Defendant.

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

Counter-Claimant,

vs.

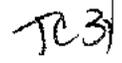
JOEL A. STOKES and SANDRA F.  
STOKES, as trustees of the JIMI JACK  
IRREVOCABLE TRUST, SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
YUEN K. LEE, an Individual, d/b/a

CASE NO.: A-15-720032-C

Dept. XXXI

**ORDER DENYING MOTION FOR  
RECONSIDERATION**

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



1 Manager, F. BONDURANT, LLC, DOES  
2 1-10, AND ROE CORPORATIONS 1-10,  
3 inclusive,

4 Counter-Defendants.  
5

6 On April 17, 2019 (The Findings of Fact, Conclusions of Law and Order of Cross-  
7 Defendant Sun City Anthem Community Association's Motion for Summary Judgment)  
8 was filed. The Notice of Entry of Order was filed on April 18, 2019. On April 29, 2019,  
9 Cross-Claimant Nona Tobin's Motion for Reconsideration ("Motion") was filed. Cross-  
10 Defendant Sun City Anthem Community Association filed its Opposition to the Motion for  
11 Reconsideration on May 2, 2019. On May 3, 2019, Plaintiff's Joel Stokes and Sandra  
12 Stokes, as trustees of the Jimijack Irrevocable Trust filed a joinder to the Opposition. On  
13 the same day, Counter-Claimant Nationstar Mortgage LLC, filed a limited joinder to the  
14 Opposition.

15 The Motion was heard on May 29, 2019 at 8:30 a.m. in the above captioned  
16 matter. In attendance were David T. Ochoa on behalf of Sun City Anthem Community  
17 Association ("HOA" or "Sun City Anthem"), Michael Mushkin on behalf of Nona Tobin,  
18 individually and as Trustee of the Gordon B. Hansen Trust ("Tobin"), Joseph Hong on  
19 behalf of Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust  
20 ("Purchaser"), and Donna Wittig on behalf of Nationstar Mortgage, LLC ("Nationstar"). At  
21 the hearing, counsel for Tobin withdrew the separate Motion to Substitute Real Party in  
22 Interest and to Withdraw as Counsel of Record for Counterclaimant Nona Tobin on  
23 Order Shortening Time, that had been filed on May 23, 2019 and set for the same day  
24 and time.

25 The Court having reviewed the papers and pleadings, and having heard oral  
26 argument, issues the following Order:  
27  
28

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

1 ORDER

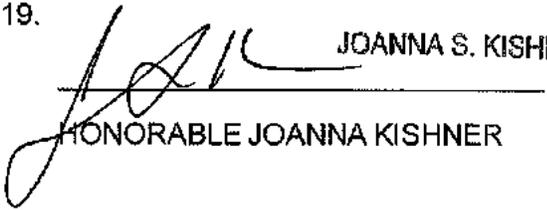
2 First, the procedural burden has not been met to demonstrate new evidence,  
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6 *Contractors v. Jolly Urga & Wirth*, 113 Nev. 737, 741 (1997); see also, *Moore v. City of*  
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13 737, 741 (1997). See also, *Mustafa v. Clark County School District*, 157 F.3d 1169,  
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16 manifest injustice; or (3) an intervening change in controlling law); *Harvey's Wagon*  
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18 Second, even if the Court reviews the substance of the pleadings before the  
19 court and in the record, reconsideration is not warranted. The substantial exhibits that  
20 have been submitted in the case demonstrate that Nona Tobin as Trustee of the Trust  
21 was aware of the foreclosure and did not seek to stop the foreclosure. The May 2, 2019  
22 Order, without addressing superpriority, establishes the HOA had a valid lien and  
23 properly noticed the foreclosure sale.

24 The Motion for Reconsideration is therefore **DENIED. IT IS SO ORDERED.**

25 Dated this 30 day of May, 2019.

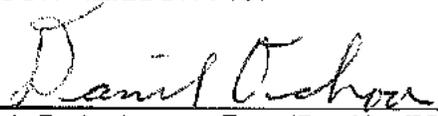
26  JOANNA S. KISHNER

27 HONORABLE JOANNA KISHNER

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Submitted by:

LIPSON NEILSON P.C.



Kaleb D. Anderson, Esq. (Bar No. 7582)  
David T. Ochoa, Esq. (Bar No. 10414)  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144

*Attorneys for Cross-Defendant  
Sun City Anthem Community Association*

Approved By:

Dated this 29<sup>th</sup> day of May, 2019

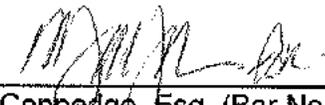
**HONG & HONG**

By:   
Joseph Y. Hong, Esq. (Bar No: 5995)  
1980 Festival Plaza Dr., Suite 650  
Las Vegas, NV 89135

*Attorney for Plaintiff/Counterdefendant  
Jimjack Irrevocable Trust*

Dated this 30<sup>th</sup> day of May, 2019

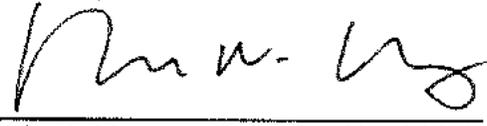
**MUSHKIN CICA COPPEDGE**

By:   
Joe Coppedge, Esq. (Bar No. 4954)  
4495 S. Pecos Rd.  
Las Vegas, NV 89121

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

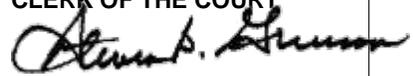
Dated this 29<sup>th</sup> day of May, 2019

**AKERMAN, LLP**

By:   
Melanie D. Morgan, Esq. (Bar No. 8215)  
1635 Village Center Circle Ste. 200  
Las Vegas, NV 89134

*Attorneys for Defendants*

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



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](mailto:kanderson@lipsonneilson.com)  
11 [dochoa@lipsonneilson.com](mailto: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.;

17 Defendants.

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  
ANTHEM COMMUNITY ASSOCIATION,  
YUEN K. LEE, an Individual, d/b/a

CASE NO.: A-15-720032-C

Dept. XXXI

**NOTICE OF ENTRY OF ORDER  
DENYING MOTION FOR  
RECONSIDERATION**

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

AA 001889

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

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Manager, F. BONDURANT, LLC, DOES  
1-10, AND ROE CORPORATIONS 1-10,  
inclusive,  
  
Counter-Defendants.

---

Please take notice that the ORDER DENYING MOTION FOR  
RECONSIDERATION, was filed with this court on the 31<sup>st</sup> day of May, 2019, a copy of  
which is attached.

Dated this 31<sup>st</sup> day of May, 2019.

LIPSON NEILSON P.C.

*/s/ DAVID T. OCHOA*

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

**CERTIFICATE OF SERVICE**

I hereby certify that on the 31<sup>st</sup> day of May, 2019, service of the foregoing  
**NOTICE OF ENTRY OF ORDER DENYING MOTION FOR RECONSIDERATION** to  
the Clerk's Office using the Odyssey E-File & Serve System for filing and transmittal to  
the following Odyssey E-File & Serve registrants:

Melanie D Morgan, Esq.  
Donna Wittig, Esq.  
AKERMAN LLP  
1635 Village Center Circle Ste. 200  
Las Vegas, NV 89134

*Attorneys for Defendants*

Joseph Y. Hong, Esq.  
HONG & HONG  
1980 Festival Plaza Dr., Suite 650  
Las Vegas, NV 89135

*Attorneys for Plaintiff*

David R. Koch  
Steven B. Scow  
KOCH & SCOW LLC  
11500 S. Eastern Ave. Suite 210  
Henderson, NV 89052

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

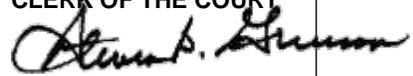
Joe Coppedge, Esq.  
Michael R. Mushkin & Associates, P.C.  
4475 S. Pecos Road  
Las Vegas, NV 89121

*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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LIPSON NEILSON, P.C.  
KALEB D. ANDERSON, ESQ.  
Nevada Bar No. 7582  
DAVID T. OCHOA, ESQ.  
Nevada Bar No. 10414  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 382-1500 - Telephone  
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[kanderson@lipsonneilson.com](mailto:kanderson@lipsonneilson.com)  
[dochoa@lipsonneilson.com](mailto:dochoa@lipsonneilson.com)  
*Attorneys for Cross-Defendant*  
*Sun City Anthem Community Association*

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.;

Defendants.

NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counter-Defendant.

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

Counter-Claimant,

vs.

JOEL A. STOKES and SANDRA F.  
STOKES, as trustees of the JIMI JACK  
IRREVOCABLE TRUST, SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
YUEN K. LEE, an Individual, d/b/a

CASE NO.: A-15-720032-C

Dept. XXXI

**ORDER DENYING MOTION FOR  
RECONSIDERATION**

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

TC3

1 Manager, F. BONDURANT, LLC, DOES  
2 1-10, AND ROE CORPORATIONS 1-10,  
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4 Counter-Defendants.  
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6 On April 17, 2019 (The Findings of Fact, Conclusions of Law and Order of Cross-  
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25 The Court having reviewed the papers and pleadings, and having heard oral  
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27  
28

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

1 **ORDER**

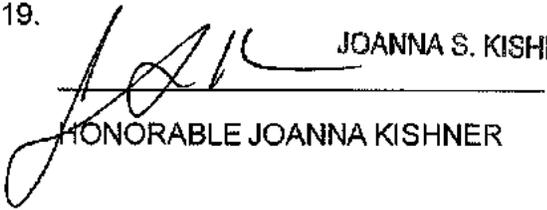
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7 *Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976) ("Only in very rare instances in  
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17 *Wheel Inc. v. MacSween*, 96 Nev. 215, 217-218, 606 P.3d 1095, 1097 (1980).

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21 was aware of the foreclosure and did not seek to stop the foreclosure. The May 2, 2019  
22 Order, without addressing superpriority, establishes the HOA had a valid lien and  
23 properly noticed the foreclosure sale.

24 The Motion for Reconsideration is therefore **DENIED. IT IS SO ORDERED.**

25 Dated this 30 day of May, 2019.

26  JOANNA S. KISHNER

27 HONORABLE JOANNA KISHNER

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

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Submitted by:

LIPSON NEILSON P.C.



Kaleb D. Anderson, Esq. (Bar No. 7582)  
David T. Ochoa, Esq. (Bar No. 10414)  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144

*Attorneys for Cross-Defendant  
Sun City Anthem Community Association*

Approved By:

Dated this 29<sup>th</sup> day of May, 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  
Jimjack Irrevocable Trust*

Dated this 30<sup>th</sup> day of May, 2019

**MUSHKIN CICA COPPEDGE**

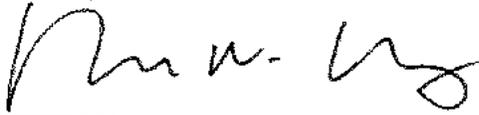
By: 

Joe Coppedge, Esq. (Bar No. 4954)  
4495 S. Pecos Rd.  
Las Vegas, NV 89121

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

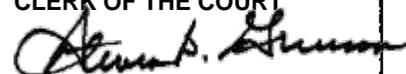
Dated this 29<sup>th</sup> day of May, 2019

**AKERMAN, LLP**

By: 

Melanie D. Morgan, Esq. (Bar No. 8215)  
1635 Village Center Circle Ste. 200  
Las Vegas, NV 89134

*Attorneys for Defendants*



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  
8 Las Vegas, Nevada 89134  
9 Telephone: (702) 634-5000  
10 Facsimile: (702) 380-8572  
11 Email: melanie.morgan@akerman.com  
12 Email: donna.wittig@akerman.com

13 *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.**

28 **Case No.: A-15-720032-C**

**Consolidated with: A-16-730078-C**

**Dept. No.: XXXI**

**STIPULATION AND ORDER FOR THE  
DISMISSAL OF NATIONSTAR  
MORTGAGE LLC'S CLAIMS AGAINST  
JIMI JACK IRREVOCABLE TRUST  
WITH PREJUDICE**

AKERMAN LLP

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

AA 001896

MAY 30 '19 PM 04:16\*

TC31

Joel A. Stokes and Sandra F. Stokes, as trustees of the Jimijack Irrevocable Trust  
v. Bank of America, N.A., et al.  
Case No. A-15-720032-C  
Consolidated with A-16-730078-C

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 JIMIACK IRREVOCABLE  
TRUST, SUN CITY ANTHEM COMMUNITY  
ASSOCIATION, INC., YUEN K. LEE, an  
individual, d/b/a Manager, F. BONDURANT,  
LLC, and DOES 1-10, and ROE  
CORPORATIONS 1-10, inclusive,

Counter-Defendants.

Pursuant to NRCP 41(a)(1)(ii), Defendant in Intervention/Counterclaimant Nationstar Mortgage LLC (**Nationstar**) and Counter-Defendant Jimijack Irrevocable Trust (**Jimijack**), by and through their counsel of record, stipulate to the voluntary dismissal, with prejudice, of all claims asserted by Nationstar against Jimijack in this action, with each party to bear their own fees and costs. This stipulation resolves all claims by and against these parties, as between them, and Nationstar shall be dismissed from this case.

Dated: May 29, 2019.

AKERMAN LLP

MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

DONNA WITTIG, ESQ.

Nevada Bar No. 11015

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

Attorneys for Nationstar Mortgage LLC

Dated: May 29, 2019.

HONG & HONG APLC

JOSEPH Y. HONG, ESQ.

Nevada Bar No. 5995

1980 Festival Plaza Drive, Suite 650

Las Vegas, Nevada 89135

Attorneys for Jimijack Irrevocable Trust

AA 001897

**ORDER**

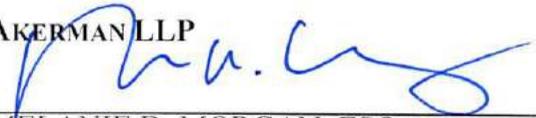
**IT IS HEREBY ORDERED**, Nationstar claims against Jimijack are dismissed with prejudice, with each party to bear their own fees and costs.

This stipulation resolves all claims by and against these parties, as between them, and Nationstar shall be dismissed from this case.

DATED: May 30, 2019.

  
JOANNA S. KISHNER  
DISTRICT COURT JUDGE

*Respectfully submitted by:*

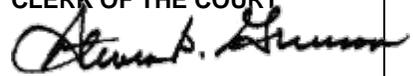
**AKERMAN LLP**  
  
MELANIE D. MORGAN, ESQ.  
Nevada Bar No. 8215  
DONNA WITTIG, ESQ.  
Nevada Bar No. 11015  
1635 Village Center Circle, Suite 200  
Las Vegas, Nevada 89134

*Attorneys for Nationstar Mortgage LLC*

AKERMAN LLP

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

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1 **NESO**  
MELANIE D. MORGAN, ESQ.  
Nevada Bar No. 8215  
2 DONNA M. WITTIG, ESQ.  
Nevada Bar No. 11015  
3 **AKERMAN LLP**  
1635 Village Center Circle, Suite 200  
4 Las Vegas, Nevada 89134  
Telephone: (702) 634-5000  
5 Facsimile: (702) 380-8572  
Email: melanie.morgan@akerman.com  
6 Email: donna.wittig@akerman.com

7 *Attorney for Nationstar Mortgage LLC*

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

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

12 Plaintiff,

13 vs.

14 BANK OF AMERICA, N.A.,

15 Defendant.

16 NATIONSTAR MORTGAGE LLC,

17 Counter-Claimant,

18 vs.

19 JIMI JACK IRREVOCABLE TRUST,

20 Counter-Defendant.

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

22 Counter-Claimant,

23 vs.

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

28 Counter-Defendants.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept. No.: XXXI

**NOTICE OF ENTRY OF STIPULATION  
AND ORDER FOR THE DISMISSAL OF  
NATIONSTAR MORTGAGE LLC'S  
CLAIMS AGAINST JIMI JACK  
IRREVOCABLE TRUST WITH  
PREJUDICE**

**AA 001899**

**AKERMAN LLP**

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

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

2 PLEASE TAKE NOTICE that a **STIPULATION AND ORDER FOR THE DISMISSAL**  
3 **OF NATIONSTAR MORTGAGE LLC'S CLAIMS AGAINST JIMI JACK IRREVOCABLE**  
4 **TRUST WITH PREJUDICE** was entered on this 31<sup>st</sup> day of May, 2019 a copy of which is attached  
5 hereto as **Exhibit A.**

6 Dated: May 31, 2019

7 **AKERMAN LLP**

8 */s/ Donna M. Wittig*

9 MELANIE D. MORGAN, ESQ.

10 Nevada Bar No. 8215

11 DONNA M. WITTIG, ESQ.

12 Nevada Bar No. 11015

13 1635 Village Center Circle, Suite 200

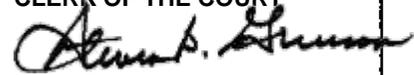
14 Las Vegas, Nevada 89134

15 *Attorneys for Nationstar Mortgage LLC*

16  
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28 **AA 001900**



# 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  
8 Las Vegas, Nevada 89134  
9 Telephone: (702) 634-5000  
10 Facsimile: (702) 380-8572  
11 Email: melanie.morgan@akerman.com  
12 Email: donna.wittig@akerman.com

13 *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.**

28 **Case No.: A-15-720032-C**

**Consolidated with: A-16-730078-C**

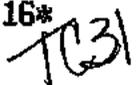
**Dept. No.: XXXI**

**STIPULATION AND ORDER FOR THE  
DISMISSAL OF NATIONSTAR  
MORTGAGE LLC'S CLAIMS AGAINST  
JIMI JACK IRREVOCABLE TRUST  
WITH PREJUDICE**

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

AA 001903

MAY 30 '19 PM 04:16\*



Joel A. Stokes and Sandra F. Stokes, as trustees of the Jimijack Irrevocable Trust  
v. Bank of America, N.A., et al.  
Case No. A-15-720032-C  
Consolidated with A-16-730078-C

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 JIMIACK IRREVOCABLE  
TRUST, SUN CITY ANTHEM COMMUNITY  
ASSOCIATION, INC., YUEN K. LEE, an  
individual, d/b/a Manager, F. BONDURANT,  
LLC, and DOES 1-10, and ROE  
CORPORATIONS 1-10, inclusive,

Counter-Defendants.

Pursuant to NRCP 41(a)(1)(ii), Defendant in Intervention/Counterclaimant Nationstar Mortgage LLC (**Nationstar**) and Counter-Defendant Jimijack Irrevocable Trust (**Jimijack**), by and through their counsel of record, stipulate to the voluntary dismissal, with prejudice, of all claims asserted by Nationstar against Jimijack in this action, with each party to bear their own fees and costs. This stipulation resolves all claims by and against these parties, as between them, and Nationstar shall be dismissed from this case.

Dated: May 29, 2019.

AKERMAN LLP

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Nevada Bar No. 8215

DONNA WITTIG, ESQ.

Nevada Bar No. 11015

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

Attorneys for Nationstar Mortgage LLC

Dated: May 29, 2019.

HONG & HONG APLC

JOSEPH Y. HONG, ESQ.

Nevada Bar No. 5995

1980 Festival Plaza Drive, Suite 650

Las Vegas, Nevada 89135

Attorneys for Jimijack Irrevocable Trust

AA 001904

**ORDER**

**IT IS HEREBY ORDERED**, Nationstar claims against Jimijack are dismissed with prejudice, with each party to bear their own fees and costs.

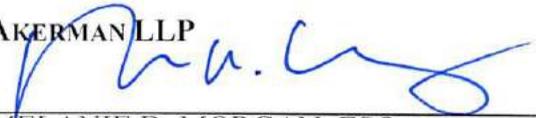
This stipulation resolves all claims by and against these parties, as between them, and Nationstar shall be dismissed from this case.

DATED: May 30, 2019.

  
\_\_\_\_\_  
JOANNA S. KISHNER  
DISTRICT COURT JUDGE

*Respectfully submitted by:*

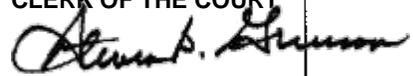
**AKERMAN LLP**

  
\_\_\_\_\_  
MELANIE D. MORGAN, ESQ.  
Nevada Bar No. 8215  
DONNA WITTIG, ESQ.  
Nevada Bar No. 11015  
1635 Village Center Circle, Suite 200  
Las Vegas, Nevada 89134

*Attorneys for Nationstar Mortgage LLC*

AKERMAN LLP

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



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

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

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

15 Plaintiffs,  
16 vs.

17 BANK OF AMERICA, N.A.;

18 Defendant.

19 NATIONSTAR MORTGAGE, LLC,

20 Counter-Claimant,  
21 vs.

22 JIMIACK IRREVOCABLE TRUST,

23 Counter-Defendant.  
24

25  
26 **CAPTION CONTINUES BELOW**

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

Department: XXXI

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

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

27  
28 AA 001906

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

3 Counter-Claimant,

4 vs.

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

14 Counter-Defendants.

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

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

**I. Findings of Fact:**

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

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

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

AA 001907

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

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

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

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

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

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

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

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

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

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

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

AA 001908

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

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

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

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

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

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

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

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

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

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

AA 001909

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

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

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

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

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

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

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

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

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

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

AA 001910

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

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

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

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

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

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

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

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

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

AA 001911

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

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

6 7.4 Compliance and Enforcement

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

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

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

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

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

1 any meaningful and compliant due process.

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

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

6 a. There was no preceding notice of violation,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 Owner was retained..

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

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

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

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

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

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

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

22 (b) A proposed repayment plan; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 should close quickly.

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

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

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

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

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

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

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

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

## 24 **II. Conclusions of Law**

25 The Court concludes the following:

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

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

AA 001917

1 foreclosure sale.

2 3. Counterdefendants were unjustly enriched.

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

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

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

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

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

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

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

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

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

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

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

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

AA 001918

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

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

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

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

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

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

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

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

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

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

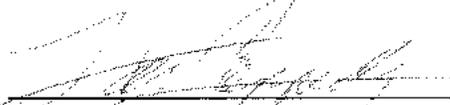
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Submitted By:

MUSHKIN CICA COPPEDGE

  
L. JOE COPPEDGE, ESQ.

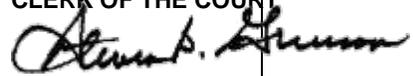
Nevada Bar No. 4954

MUSHKIN CICA COPPEDGE

4495 South Pecos Road

Las Vegas, Nevada 89121

AA 001921



1 **MINV**  
NONA TOBIN, *Applicant in Intervention*  
2 2664 Olivia Heights Avenue  
Henderson NV 89052  
3 Phone: [\(702\) 465-2199](tel:(702)465-2199)  
[nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
4 *In Proper Person*

5 **DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

6 NONATOBIN, as TRUSTEE  
7 GORDON B. HANSEN TRUST, dated  
8/22/08

Case No.: A-15-720032-C

Dept. No.: XXXI

Counter-Claimant, Cross-Claimant

9 vs.

10 JOEL A. STOKES and SANDRA F.  
11 STOKES, as trustees of the JIMIJACK  
IRREVOCABLE TRUST; YUEN K. LEE, AN INDIVIDUAL, F. BONDURANT, LLC

**NONA TOBIN MOTION TO INTERVENE  
CONSOLIDATED CASES A-15-720032-C  
CASE A -16-730078 PER RULE 24**

12 Counter-Defendants  
13

14  
15 COMES NOW, NONA TOBIN, AN INDIVIDUAL, (Herein "*Applicant*"), in proper  
16 person, and hereby moves, pursuant to NRS § 12.130 and NRCPC 24(a)(2) (intervention of  
17 right), or alternatively, NRCPC 24(b )(2) (permissive intervention), to intervene as Counter-  
18 Claimant.

19 This consolidated case to quiet title to 2763 White Sage Drive, Henderson (Herein  
20 "*Subject Property*") has had many parties, but the June 5 trial only adjudicated the claims of  
21 the parties in the new caption.

22 Nona Tobin, an individual, was a party in this case for two and a half years. Attorneys  
23 for Sun City Anthem and Nationstar assisted the attorney for Jimijack in persuading the Court  
24

AA 001922

1 that the procedural history of the case did not include the Court's April 27, 2017 DENIAL of  
2 SCA's March 22, 2017 motion to dismiss Nona Tobin's claims. as an individual, for not  
3 having an attorney. The court was also not made aware that the decision on whether the Trust  
4 was required to have an attorney was deferred and there never was a decision rendered nor an  
5 Order entered to that effect.

6 The Court relied on this revisionist history presented as fact by SCA, NSM and  
7 Jimijack's attorneys. There have been other serious misrepresentations to the Court by  
8 parties that should have remained neutral in the quiet title dispute between Nona Tobin, in  
9 both her roles, and Jimijack.

10 Dated this 17th day of June, 2019

11 

12 \_\_\_\_\_  
13 NONA TOBIN,  
14 2664 Olivia Heights Avenue  
15 Phone: [\(702\) 465-2199](tel:7024652199)  
16 Henderson NV 89052  
17 [nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
18 *Applicant in Intervention,*  
19 *In Proper Person*

1  
2  
3 **NOTICE OF MOTION**

4 **NOTICE IS HEREBY GIVEN** that the Applicants' MOTION TO INTERVENE will  
5 be heard in the above captioned court on the \_\_\_\_ day of June, 2019, at \_\_\_\_ .m., in  
6 Department 31.

7 Dated this 17<sup>th</sup> day of June, 2019.

8 

9 \_\_\_\_\_  
NONA TOBIN,  
2664 Olivia Heights Avenue  
Henderson NV 89052  
10 Phone: [\(702\) 465-2199](tel:(702)465-2199)  
[nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
11 *Applicant in Intervention,*  
12 *In Proper Person*

13 **MEMORANDUM OF POINTS AND AUTHORITIES**

14 **I.**

15 **INTRODUCTION**

16 1. The Applicant, NONA TOBIN, AN INDIVIDUAL seeks to intervene prior to the  
17 issuance of the June 5 trial order to avoid an almost predictable ruling against NONA TOBIN,  
18 TRUSTEE OF THE GORDN B. HANSEN TRUST, DATED 8/22/08. That will be binding  
19 on the individual who was prevented from protecting her title interests.

20 2. Applicant prays for this Court to consider the points and authorities herein and rule that  
21 the June 5 trial order be issued by adopting in its entirety the GBH Trust's timely submitted  
22 PFFCLs for the so as to not extinguish the title interests of Nona Tobin, the individual, who  
23 the Court excluded as a Party before the June 5 trial as a Rule 11 sanction imposed for  
24

AA 001924

1 attorney errors, omissions and misrepresentations that were outside of Nona Tobin's control.

2 **A. APPLICANT NONA TOBIN'S STANDING**

3 The court removed Nona Tobin, an Individual, whose November 15, 2016 Pro Se  
4 motion to intervene was accepted by the court as Trustee of the Gordon Bruce Hansen Trust.  
5 On April 27, 2017, the Court DENIED SCA's motion to dismiss Tobin as an individual, but  
6 never entered an order to the effect. The court deferred the decision on whether Tobin needed  
7 an attorney as Trustee, and there never was a court order regarding the requirement for the  
8 Trust to have an attorney.

9 Tobin informed the Court on page 10 of her 4/5/17 Pro Se pleading in opposition to  
10 the SCA motions to dismiss her claims (without ever answering them on their merits per  
11 EDCR or ever) as a party based on false information was provided to the Court by opposing  
12 counsels.

13 **3.** Standing was not lost when Nona Tobin was removed as party from the case for three  
14 reasons: a) her removal as a party and the non-recognition of her standing as the holder of a  
15 valid deed to 2763 White Sage Drive, recorded on March 28, 2017, was based on  
16 misrepresentations made to the Court by opposing Counsels which can be rectified by the  
17 declarations made under penalty of perjury incorporated herein; b) Nona Tobin, an  
18 Individual, has standing as the owner of 2664 Olivia Heights Ave in Sun City Anthem, as her  
19 rights under NRS 116.4117 and her rights to non-abusive redress of grievance has been  
20 abridged by the harassment and retaliation SCA attorneys have employed against her for  
21 being a party to this quiet title action; c) Nona Tobin has been an SCA member in good  
22 standing for 15 years and she is qualified to bring an action to enforce a right of the  
23 association that the SCA Board has failed to enforce, i.e., SCA Board has failed to  
24 adequately account for assessments collected for SCA's sole and exclusive benefit, and failed

**AA 001925**

1 to adequately supervise and control its agents and attorneys who have been unjustly enriched  
2 thereby, and Nona Tobin is qualified to bring such a Rule 23.1 derivative action should the  
3 quiet title dispute between Jimijack and Tobin not be resolved as hoped.

4  
5 **A. PROMISSORY ESTOPPEL PRECLUDES SUN CITY ANTHEM FROM  
OPPOSING APPLICANT’S MOTION TO INTERVENE**

6 The elements of promissory estoppel are:

- 7 i. legal/contractual relationship exists  
8 ii. A representation or promise by one party.  
9 iii. Reliance by the other party on the promise or representation.  
10 iv. Detriment.  
11 v. Unconscionability.

12 **Contractual Relationship with mutual obligations exists between Nona and SCA.**

13 Nona Tobin is a 15-year member in good standing of Sun City Anthem. Both Tobin  
14 and the SCA Board are “Bound Parties” with mutual benefits and obligations defined in the  
15 SCA CC&Rs.

16 **The SCA CC&Rs require Bound Parties to act in good faith to resolve conflicts without  
17 litigation, but SCA attorneys obstruct the use of ADR**

18 SCA CC&Rs XVI Limit on Litigation. Section 16.3 states:

19 "Bound Parties" agree to encourage the amicable resolution of disputes involving  
20 the Properties, without the emotional and financial costs of litigation.  
21 Accordingly, each Bound Party covenants and agrees that those claims,  
22 grievances, or disputes described in Sections 16.4 ("Claims") shall be resolved  
23 using the procedures set forth in Section 16.5 in lieu of filing suit in any court.

24 **Nona Tobin offered this deal to SCA in March 2017**

**Nona would agree to:**

- 25 ■ No claim for attorney fees
- 26 ■ No claim for damages

- 1 ■ Waive claim of Respondeat Superior
- 2 ■ Withdraw 2/1/17 Cross-claim against SCA as if with prejudice
- 3 ■ No further civil action or NRED complaint to hold SCA accountable for the acts of
- 4 SCA's agents that resulted in a defective foreclosure sale
- 5 **SCA Board would have to agree to**
- 6 ■ Not oppose my A-15-720032-C motion to void the sale filed as a pro Se on March 3
- 7 2017
- 8 - *statutory non-compliance NRS 116.31162 et seq & NRS 116.31085*
- 9 - *Failure to provide notice and due process*
- 10 - *Failure to distribute the proceeds per NRS 116.31164*
- 11 - *Improper accounting and excessive fees charge*
- 12 ■ Instruct the attorneys to withdraw two motions to dismiss Tobin as an individual and as
- 13 a trustee for NRS 38 mediation and for practicing law without a license
- 14 ■ SCA Board to conduct a review of the collection process to ensure owners get the same
- 15 notice and due process when their house is sold as SCA owners get when fined \$25 for a
- 16 dead tree.

**SCA Board to affirm or deny Tobin's 2/1/17 claims on their merits**

- 17 ■ No notice to owner or Ombudsman
- 18 ■ Premature referral to collections
- 19 ■ Excess fees charged
- 20 ■ Foreclosure deed relied on rescinded 3/12/13 NOD
- 21 ■ Canceled 2/12/14 NOS of 3/7/14 sale
- 22 ■ no NOS in effect when sold on 8/15/14
- 23 ■ Sale not commercially reasonable – 18% of FMV when no lender approval on sales up
- 24 to \$395,000
- Agents falsified records to keep their actions covert
- Agents kept \$60,000 that belonged to the Hansen Trust

AA 001927

- 1 ■ Breach of contract – charging attorney fees to SCA that should have been paid by Red  
2 Rock

3  
4 **Tobin’s offer to SCA in March 2017 was unilaterally rejected by Ochoa**

5 With no BOD approval sought

6 **SCA attorneys obstructed parties’ use of CC&Rs 16 or NRS 38.310**

7 Tobin’s March 22, 2017 offer to utilize CC&R-mandated ADR and withdraw her  
8 2/1/17 claims filed into this case if the SCA Board would investigate her claims, and if true,  
9 support her 3/3/17 motion to void the sale for statutory non-compliance and declare that the  
10 Board did not authorize the unlawful acts of its agents. See DECL.

11 **Detriment**

12 SCA attorney David Ochoa did not give Tobin’s offer to the Board for approval, and  
13 instead has forced Tobin to spend \$40,000 on attorney fees and over 5,000 hours of her  
14 personal time in litigation to attempt to get title to 2763 White Sage back from Jimijack.

15 **Unconscionability**

16 Without the litigation serving any beneficial purpose for SCA, and to Tobin’s great  
17 personal detriment, attorney Ochoa has filed many unwarranted motions, oppositions, replies,  
18 and published false statements about Tobin that have created an unfair advantage to Jimijack.

19 By this motion, Nona Tobin is serving notice on the SCA attorneys of her intent to  
20 move for Rule 11(b) (1)(3) sanctions:

21 (b) The court may, after notice and an opportunity to be heard, impose upon an  
22 attorney or a party any and all sanctions which may, under the facts of the case, be  
reasonable, including the imposition of fines, costs or attorney’s fees when an  
attorney or a party without just cause:

23 (1) Presents to the court a motion or an opposition to a motion which is obviously  
24 frivolous, unnecessary or unwarranted.

1 (3) So, multiplies the proceedings in a case as to increase costs unreasonably and  
2 veraciously.

3 See notice for Rule 11b sanctions in Exhibit

4 **B. FRAUDULENT MISREPRESENTATION PRECLUDES NATIONSTAR**  
5 **ATTORNEYS OR HONG FROM OPPOSING APPLICANT’S MOTION TO**  
6 **INTERVENE**

7 Voiding the HOA sale in its entirety directly benefits the legitimate noteholder. NSM  
8 would not act the way it has, it would have defaulted Jimijack sometime after Jimijack didn’t  
9 answer NSM’s 8/2/16 AACC. to make deals with Jimijack. If NSM had standing to foreclose it  
10 would welcome the sake being voiding to me, so it could foreclose in me.

11 **The Elements of Fraudulent Misrepresentation are all present.**

12 **Material Representation.**

13 It is material that NSM has no admissible evidence that it has standing to be in this case  
14 at all. NSM has misrepresented to the Court that its own disclosures establish that NSM does  
15 not hold the original promissory note (NSM0258), does not own the beneficial interest to the  
16 Western Thrift DOT, and has filed false affidavits against the title without have the powers of  
17 attorney it claimed in the affidavit (NSM0270-NSM0272; NSM0404-0412).

18 The representation of having the authority to make a settlement deal with Jimijack is  
19 material when the only purpose is to prevent Tobin from getting the title as NSM would be  
20 required to prove it has standing to foreclose and its attorneys know that had that been possible,  
21 the evidence would have been disclosed into the record.

22 NSM and Jimijack conspire to make a side deal that has the effect of creating ownership  
23 rights for both parties prior to the adjudication of Tobin’s complaints, despite Tobin’s recorded  
24

1 Lis Pendens and without disclosing the title change and encumbrance to the Court. It is  
2 material when false notices re served on Tobin and her counsel of record that the April 23  
3 hearing was continued to May 7.

4 **False Premise.** The statement was not an opinion or prediction.

5  
6 False affidavits were recorded on at least two occasions, December 1, 2014 and March  
7 8, 2019.

8 The 2/12/19 Joinder to SCA misrepresented the Miles Bauer 5/9/13 tender.

9  
10 NSM 's joinder does not have any affidavits conforming to EDCR 2.21 to support its  
11 assertion that the SCA ale was properly noticed. NSM has no knowledge of how Red Rock  
12 conducted the sale and even less knowledge of what notices Tobin did or did not receive.

13 NSM's joinder is for an inappropriate purpose: to create the erroneous impression in the  
14 Court's mind that falsely benefit NSM and hurt Tobin without any relevant affidavits to  
15 influence the Court believe that 1) NSM should benefit from the sale being voided solely on the  
16 sub-super-priority portion without NSM actually owning the beneficial interest,  
17

18 NSM the sale should not be voided in its entirety because the sale was valid to  
19 extinguish Tobin's interest.

20 If the sale were voided in its entirety, there would be n detriment to NSM if NSM  
21 actually were the noteholder. Filing the 2/12/19 Joinder is one of the unwarranted motions that  
22 Tobin cites to move for rule 11(b)(1) sanctions.  
23  
24

1 despite the actual facts that (the 5/9/13 tender of \$825 would have paid the actual nine  
2 months of assessments due and owing through 6/30/13; and was should not be voided in its  
3 entirety

4 NSM misled the court in the April 23 ex-parte hearing and in the April 19, 2019 RESP  
5

6 **Reckless Disregard.**

7 NSM's conduct in this case is clearly intentional. If NSM actually did own the note, and  
8 could prove it, it would make no difference whether Jimijack or I were granted quiet title.

9 The legitimate noteholder would have standing to foreclose if the sale were voided  
10 because the DO would not have been extinguished by a valid sale.  
11

12 NSM did not attempt to get a default for non-response from Opportunity Homes that  
13 never answered NSN's 1/11/16 complaint. NSM never issued a TDN on Jimijack until 3/18/19  
14 after Jimijack failed to respond to NSM's 2016 AACC

15 **Intent to Induce.**

16 The April 23 ex-parte rulings against Tobin were possible because Tobin and Coppedge were  
17 served notice to not appear on April 23 because the Court had ordered on April 12 that the April  
18 23 hearing was continued to May 7. Further, the refusal to provide the Equator records from the  
19 BHHS listing period in discovery was another means by which the truth that NSM does not  
20 own the note could be concealed.  
21

22 **Reliance.**

23 The Court relied on the false statements made at the April 23 ex-parte hearing by the  
24 only two present at the hearing: NSM attorney Morgan and Jimijack attorney Hong.

The Court  
**AA 001931**

1 was led to believe that Tobin's and Coppedge's absence was their negligence, and not the  
2 manipulation of the Court's e-file and serve system to ensure neither Tobin nor Coppedge could  
3 correct the misinformation given to the Court.

4 **Damages.**

5 Fraudulent representations by Morgan and Hong caused the Court to place extreme  
6 sanctions on Tobin at the April 23 ex-parte hearing, i.e., striking nearly 1,000 pages of exhibits,  
7 and including multiple declarations made under penalty of perjury, solely because her attorney  
8 had not filled out the proper withdrawal form.

9  
10 Tobin lost standing as a party in the case because the Court relied on the false statements  
11 of NSM attorneys and SCA attorneys that worked solely to harm Tobin and to benefit Jimijack.

12  
13 These ex-parte rulings to silence Tobin and to exclude all her evidence from the Court's  
14 consideration was the absolute only way Jimijack could win.

15 **B. INTERVENE PURSUANT TO RULE 24(A)(2) INTERVENTION OF RIGHT**

16 1. Applicant's motion to intervene should be granted because Applicant satisfies the  
17 requirements for intervention of right under NRCP 24(a)(2). Specifically, the requirements  
18 are:

- 19 i. The applicant must claim an interest relating to the property or the transaction which is  
20 the subject of the action;
- 21 ii. The applicant is so situated that the disposition of the action may as a practical matter  
22 impair or impede the applicant's ability to protect that interest;
- 23 iii. The applicant's interest is not adequately represented by existing parties; and
- 24 iv. The motion is timely.

1           **i. Applicant Nona Tobin Has Substantial Interest in The Property, Which Is the**  
2           **Subject of The Action, as an Individual**

3           1. The subject property is: 2763 White Sage Drive (APN 191-13-811-052) in Sun City  
4 Anthem Community Association (HOA) in Henderson.

5           2. The property was owned by the Gordon B. Hansen Trust (Herein “*GBH Trust*”) from  
6 August 27, 2008 until it was sold at the disputed foreclosure sale that took place on August 15,  
7 2014 (Herein “*HOA sale*”).

8           3. Nona Tobin, an individual, holds all of the title interest of the Gordon B. Hansen Trust,  
9 pursuant to a deed recorded on March 28, 2017.

10           4. Nona Tobin was not permitted to protect her individual property rights nor assert her  
11 individual claim for quiet title and equitable relief as she was removed from being a party  
12 whose claims were adjudicated at the June 5 trial.

13           **ii. The applicant is so situated that the disposition of the action may as a practical**  
14           **matter impair or impede the applicant’s ability to protect that interest;**

15           2. See Declaration in Exhibit.

16           3. Applicant prays for this Court to consider that the Rule 11 sanctions imposed could  
17 result in the loss of the property interests of both existing -party Nona Tobin, as Trustee of  
18 GBH Trust, and non-party, applicant in intervention, Nona Tobin, an individual.

19           4. Applicant will allege in declarations made under penalty of perjury that attorneys for  
20 SCA and NSM, filed unwarranted motions and pleadings to hurt Tobin in order to further their  
21 own inappropriate agendas, and that the court erred in replying on their misrepresentations to  
22 exclude all of Tobin’s evidence from the June 5 trial and to strike all Tobin’s Pro Se filings  
23 These court orders exclusively helped Jimijack and hurt Tobin, in both her party Trustee and  
24 non-party individual roles. These court ordered harsh sanctions against Tobin for attorney

1 errors, misrepresentations and omissions over which she had no control.

2 5. The Court ordered harsh rule 11 sanctions on Tobin for the errors, omissions or  
3 deliberate misrepresentation of one of more of the attorneys in the case.

4 6. Tobin had no control over the actions of any other attorneys and yet she has been  
5 consistently the recipient of the sanction.

6 7. Tobin has fought having an attorney for the entire two years that SCA forced ne on her  
7 rather than answer her claims on their merits.

8 8. Tobin has given the counsel of record multiple orders to withdraw which he did not  
9 follow.

10 9. Once he finally did comply, the court refused to let him withdraw.

11 10. Nona Tobin is petitioning the Court to please stop rewarding Jimijack with additional  
12 unfair advantages over Tobin in a quiet title dispute that should be just between Tobin and  
13 Jimijack.

14 11. Please put the sanction for Rule 11 non-compliance on Jimijack and don't use the late  
15 PFFCLs against Tobin who has already been brutalized by all the parties ganging up on her  
16 and forcing her to pay an attorney to obstruct the presentation of her case.

17 12. No sanctions have been imposed on Jimijack for attorney Hong's pre-trial Rule 11  
18 noncompliance.

19 13. Jimijack has been allowed to retain its unfair advantage created by SCA and NSM  
20 attorneys in the title dispute that was supposed to be just against Tobin's February 2017 claims.

21 14. If the Court sanctions Jimijack for the untimely submission of the PFFCLs by striking  
22 them, the Nona Tobin's individual title interests will be protected as the June 5 trial order  
23 would adopt the GBH Trust's timely PFFCLs in its entirety.

24 **If the June 5 trial order protects Nona Tobin's interests, there is no need for a hearing**

AA 001934

1 15. If the trial order does not extinguish Tobin's property rights and title is returned to her  
2 the proposed pleadings in the exhibits are either moot or would be more appropriately  
3 addressed in a different manner or before a different tribunal, e.g., complaint for interpleader or  
4 Rule 23 derivative suit.

5 **iii. Applicant's Interests are not Adequately Represented by Existing Parties**

6 16. The existing parties do not adequately represent the Applicant's interests. Nevada  
7 courts follow federal law holding that, to satisfy this fourth prong, an applicant-intervenor  
8 need only show that the representation afforded by existing parties "may be" inadequate. *Am.*  
9 *Home Assurance Co.*, 122 Nev. at 1241-42 (citing *Trbovich*, 404 U.S. at 538 n.10).

10 17. While the remaining-captioned counter-claimant had a small chance to defend the GBH  
11 Trust's title interest, Applicant did not. Applicant has different, unique, separate, and *adverse*  
12 interests to existing, and former parties, that have exerted undue influence on the Court to tip  
13 the scales toward Jimijack. Thus, it is impossible for the existing, or former, parties to  
14 represent Applicant's interest, since the interests of each party are adverse.

15 **iv. The Motion is Timely**

16 18. As to the timeliness of Applicant's motion, NRS § 12.130 allows: "before the trial  
17 commences ... [intervention] in an action under the Nevada Rules of Civil Procedure (NRCP).  
18 NRCP 24 governs intervention, providing for both intervention of right and permissive  
19 intervention." *Am. Home Assurance Co. v. Eighth Judicial Dist. Court*, 122 Nev. 1229, 1235  
20 (2006) (footnote omitted).

21 19. There has been no trial to adjudicate Nona Tobin's individual interests, so the motion is  
22 timely.

23 20. Applicant's motion is timely because she seeks intervention at the before the trial order  
24 is entered and there is still time to protect her individual rights without years of appeals

AA 001935

1 because her claims were never adjudicated on their merits. *Estate of Lomastro ex rel.*  
2 *Lomastro v. Am. Family Ins. Grp.*, 124 Nev. 1060, 1070 n.29 (2008) ("intervention is timely if  
3 the procedural posture of the action allows the intervenor to protect its interest").

4 21. Under the authority of *American Home Assurance Company v. Eighth Judicial District*  
5 *Court*, 122 Nev. 1229, 1235 (2006), intervention is timely if the application is filed any time  
6 "before the trial commences .... ". I

7 22. Ideally, the Court will choose to use discretion granted to the Court under Rule 11(a)(3)  
8 and refuse to accept Jimijack's untimely PFFCLs in order to balance the scales without the  
9 necessity to start over and have a trial on the merits of the 2/1/17 claims Nona Tobin would  
10 have had resolved on their merits but for the bad faith of the SCA attorneys.

11 23. Here, Applicant moved to intervene well within the time period in which the Court is  
12 still contemplating the June 5 trial Order. The purpose of this motion to intervene is to move  
13 the Court to adopt the Proposed Findings of Fact and Conclusions of Law (PFFCL) timely  
14 filed on behalf of the GBH Trust and to reject the Jimijack/Lee PFFCL that was submitted  
15 after the first day of trial was complete.

16 24. The timing of this motion to intervene was intended to provide the Court with facts to  
17 refute the misrepresentations of opposing Counsels that has caused the Court to make unfair,  
18 ex-parte rulings that eliminated Nona Tobin's rights to speak for herself.

19 25. These facts are all supportable by exhibits, too voluminous to incorporate herein. The  
20 declaration, made under penalty of perjury, is provided to support the Court's reconsideration  
21 of its acceptance of the Jimijack PFFCL two days after the deadline when all of Tobin's  
22 evidence was excluded for an attorney error that was caused by Jimijack's attorney. Thus,  
23 the timeliness of this motion to intervene cannot reasonably be disputed.

24 26. Applicant's interests are inextricably tied with the interests of existing party, GBH  
AA 001936

1 Trust, the timing of this motion is to stop prejudicial rulings that benefited Jimijack the  
2 existing parties. See *Lawler v. Ginochio*, 94 Nev. 623, 626 (1978) ("The most important  
3 question to be resolved in the determination of the timeliness of an application for  
4 intervention is not the length of the delay by the intervenor but the extent of prejudice to the  
5 rights of the existing parties resulting from the delay.") Thus, granting Applicant's motion to  
6 intervene will not delay resolution of this lawsuit if it succeeds in persuading the Court to  
7 adopt the GBH Trust PFFCLs in its entirety and strike Jimijack's PFFCLs are untimely.

8 27. Applicant moved with alacrity to intervene; as such, Applicant satisfied NCRP  
9 24(a)(2)'s requirement by filing a timely application.

10 **II.**  
11 **ARGUMENT**

12 28. Nevada has long followed the rule that it is better to determine a matter on the  
13 merits than to decide a case on a technical error of the opponent. *Howe v. Coldren* Nev.  
14 171, 174 (1868). Other Nevada courts have followed this same thinking. In the case of  
15 *Hotel Last Frontier v. Frontier Property*, 79 Nev. 150, 380 P.2d 293 (1963), the Nevada  
16 Supreme Court said,

17 "Finally, we mention, as a proper guide to the exercise of discretion, the  
18 basic underlying policy to have each case decided on its merits. In the  
normal course of events, justice is best served by such a policy."

19 29. The Nevada Rules of Civil Procedure are largely based on the Federal Rules of Civil  
20 Procedure and, therefore, federal case law is "strong persuasive authority" regarding questions  
21 of their interpretation. *Exec. Mgmt., Ltd. v. Tigor Title Ins. Co.*, 118 Nev. 46, 53 (2002)  
22 (quoting *Las Vegas Novelty, Inc. v. Fernandez*, 106 Nev. 113, 119 (1990)).

23 30. And Nevada courts have previously looked to federal interpretations of Federal Rule  
24 24, governing intervention, when construing Nevada's intervention rule. See *AA 061937*

1 *Assurance Co. v. Eighth Judicial Dist. Court*, 122 Nev. 1229, 1241-42 (2006) (citing *Trbovich*  
2 *v. United Mine Workers of Am.*, 404 U.S. 528, 538 (1972), for the proposition that, just like the  
3 federal rules, Nevada's rules governing intervention require only a minimal showing to  
4 establish that the existing parties do not adequately protect an applicant's interest).

5 31. Moreover, federal courts construe the intervention rules "broadly in favor of proposed  
6 intervenors." *Wilderness Soc 'y v. U.S. Forest Service*, 630 F.3d 1173, 1179 (9th Cir. 2011)  
7 (quoting *United States v. City of Los Angeles*, 288 F.3d 391, 397 (9th Cir. 2002)). They do so  
8 because a "liberal policy in favor of intervention serves both efficient resolution of issues and  
9 broadened access to the courts." *Id.*

10 32. Applicant has shown that she meets all four criteria for intervention of right. But even  
11 if this Court were to determine that Applicant had not met the criteria for intervention of right,  
12 the Court should still grant permissive intervention.

13 **C. INTERVENE PURSUANT TO RULE 24(B)(2) PERMISSIVE INTERVENTION**

14 33. Alternatively, Applicant seeks permissive intervention under NRCP 24(b)(2). Applicant  
15 Nona Tobin's claims or defenses share a common question of law with the main action,  
16 intervention will not cause undue delay or prejudice to the existing parties, and Applicant's  
17 participation in this case will not prejudice the rights of the original parties.

18 **III.**

19 **PROCEDURE FOR INTERVENTION**

20 **A. THIS MOTION HAS BEEN SERVED UPON THE PARTIES AS PROVIDED  
21 BY RULE 5**

22 34. Procedure for correctly filing a motion to intervene is delineated in NRCP rule 24(c)  
23 which states:

- 24 a) A person desiring to intervene shall serve a motion to intervene upon the parties

1 as provided in Rule 5;

2 b) The motion shall state the grounds therefor;

3 c) shall be accompanied by a pleading setting forth the claim or defense for which  
4 intervention is sought.

5 35. The parties have been served through the e-file and serve system.

6 36. The motion has stated that the purpose of this motion is to encourage the court to adopt  
7 the GBH Trust timely PFFCLs and reject Jimijack's extremely late PFFCLs for the  
8 sake of judicial efficiency and to allow Nona Tobin to protect her individual property  
9 rights without another two years of litigation.

10 37. The exhibits contain declaration under penalty of perjury that explain the court was  
11 misinformed about Tobin's status as a party in the case and about the court's 4/27/19  
12 denial of SCA's motion to dismiss Tobin as an individual for not having an attorney,  
13 The court was not informed that SCA attorneys have blocked Tobin's ability to resolve  
14 this matter without litigation since 2017 and persist in filing unwarranted and harassing  
15 motions against her for inappropriate purposes

16  
17 **V.**

18 **CONCLUSION**

19 Based on the foregoing, Applicant should be permitted to protect the title interest of the  
20 the NONA TOBIN, AN INDIVIDUAL, titleholder of record of the Gordon B. Hansen Trust  
21 interest in the property since March 28, 2017.

22 Applicant requests that the Court utilize the Proposed Findings of Fact and Conclusions  
23 of Law timely filed on behalf of Nona Tobin, as trustee of the GBH Trust. This use of judicial  
24 discretion will serve the interests of Nona Tobin, as an individual, as well as the interests of

**AA 001939**

1 Nona Tobin, trustee. It will resolve the quiet title dispute between Tobin and Jimijack and will  
2 not prejudice any the legitimate interests of any other current or former party.

3 Applicant requests that the Court grant Applicant's Motion to Intervene as quiet title  
4 Defendant, in its entirety as Tobin's was unfairly eliminated as a party by the errors, omissions  
5 and misrepresentations of attorneys for all the parties in the case. Sun City Anthem's MSJ and  
6 NSM's joinder thereto were against Nona Tobin, as Trustee of the Gordon B. Hansen Trust and  
7 not against Nona Tobin, an individual, and yet, Nona Tobin was explicitly prevented from  
8 speaking for herself and defending her interests.

9 Nona Tobin's Pro Se documents were stricken by trickery of opposing Counsels who  
10 have acted in bad faith to manipulate the Court into excluding Tobin's evidence from  
11 consideration. Nona Tobin's individual claims were not adjudicated in the June 5 trial. Nona  
12 Tobin as Trustee of the Gordon B. Hansen Trust will file a motion to vacate the April 18, 2019  
13 order granting the SCA MSJ and NSM Joinder pursuant to NRCP

14 The instant Motion to Intervene is rendered moot if the Court adopts in its entirety the  
15 Proposed Findings of Fact and Conclusions of Law (PFFCL) timey submitted, pursuant to  
16 EDCR 2.69, two days before trial, on behalf of Nona Tobin, as Trustee of the Gordon B.  
17 Hansen Trust, dated 8/22/08.

18 Dated this 17th day of June, 2019.

19  
20 

21 NONA TOBIN,  
22 2664 Olivia Heights Avenue  
23 Henderson NV 89052  
24 Phone: [\(702\) 465-2199](tel:7024652199)  
[nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
*Applicant in Intervention,*  
*In Proper Person*

AA 001940

1  
2 **CERTIFICATE OF SERVICE**

3 **I HEREBY CERTIFY** that on this 17th day of June, 2019 and pursuant to NRCP 5(b), I  
4 served via the Clark County electronic filing system a true and correct copy of the  
5 foregoing **TOBIN MOTION TO INTERVENE AS AN INDIVIDUAL PER RULE 24**

6 **Michael R. Mushkin & Associates**  
7 **L. Joe Coppedge** [joe@mushlaw.com](mailto:joe@mushlaw.com)  
8 **Karen L. Foley** [karen@mushlaw.com](mailto:karen@mushlaw.com)  
9 **Michael R. Mushkin** [michael@mushlaw.com](mailto:michael@mushlaw.com)  
10 **Lipson Neilson P.C.**  
11 **Susana Nutt** [snutt@lipsonneilson.com](mailto:snutt@lipsonneilson.com)  
12 **Renee Rittenhouse** [rrittenhouse@lipsonneilson.com](mailto:rrittenhouse@lipsonneilson.com)  
13 **Kaleb Anderson** [kanderson@lipsonneilson.com](mailto:kanderson@lipsonneilson.com)  
14 **David Ochoa** [dochoa@lipsonneilson.com](mailto:dochoa@lipsonneilson.com)  
15 **Ashley Scott-Johnson** [ascott-johnson@lipsonneilson.com](mailto:ascott-johnson@lipsonneilson.com)  
16 **Medrala Law Firm, PLLC**  
17 **Jakub P Medrala** [jmedrala@medralaw.com](mailto:jmedrala@medralaw.com)  
18 **Shuchi Patel** [spatel@medralaw.com](mailto:spatel@medralaw.com)  
19 **Office admin** [admin@medralaw.com](mailto:admin@medralaw.com)  
20 **Hong & Hong APLC**  
21 **Joseph Y. Hong, Esq.** [yosuphonglaw@gmail.com](mailto:yosuphonglaw@gmail.com)  
22 **Pro Se**  
23 **Nona Tobin** [nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
24 **Michael Kelley** [mkelley@wrightlegal.net](mailto:mkelley@wrightlegal.net)  
**NVEfile** [nvefile@wrightlegal.net](mailto:nvefile@wrightlegal.net)



**Nona Tobin**

List of Exhibits

Page	To Page	Exhibit
1	1	May 16 2019 email to Joseph Hong to meet about pre-trial memo
2	4	April 22 2019 NTSO to continue hearing to May 7
5	6	April 15 2019 SAO to continue hearing to May 7
7	8	March 22, 2017 Tobin offer to SCA to settle
9	11	April 23 2019 Minutes of court hearing
12	14	April 16 2019 email to instruct Coppedge to withdraw
15	16	April 15 2019 SAO to continue hearing to May 7
17	18	April 27, 2017 court minutes -SCA 3/22/17 motion DENIED
19	34	March 12 2019 Counter motion for summary judgment – not filed by counsel
35	54	Nona Tobin DECL
55	91	EDCR Supplement to Pre-trial memo – not accepted at calendar call
92	95	NOTA – declared rogue based on misinformation
96	119	NOTC – mediation
120	129	Opposition to NSM MSJ vs Jimijack
130	142	Counter motion for summary judgment
143	162	Tobin Declaration against NSM

AA 001942

MINV0021



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

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**Please contact me to arrange a meeting**

1 message

---

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

Thu, May 16, 2019 at 8:49 PM

To: yosuphonglaw@gmail.com

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

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

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

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

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

**AA 001943****MINV0022**

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

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

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

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

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

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

Attachment A

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

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

DISTRICT COURT  
CLARK COUNTY, NEVADA

Other Title to Property

COURT MINUTES

April 27, 2017

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

April 27, 2017 9:30 AM All Pending Motions

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

COURT CLERK: Kory Schlitz

RECORDER: Rachelle Hamilton

**PARTIES**

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

**JOURNAL ENTRIES**

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

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

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

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

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

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

PRINT DATE: 04/27/2017

Page 1 of 2

Minutes Date: April 27, 2017

AA 001946

MINV0025

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

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

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

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



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

---

**MSJ against all parties**

1 message

---

**Nona Tobin** <nonatobin@gmail.com>  
To: Joe Coppedge <joe@mushlaw.com>

Tue, Mar 12, 2019 at 10:23 AM

I will do the exhibits if you approve. I don't see how I can lose with this one.

I have to be gone by 3 PM.

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

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

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 **190312 Tobin Counter MSJ .doc**  
219K**AA 001948**

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

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiff,

vs.

BANK OF AMERICA, N.A

Defendant.

NATIONSTAR MORTGAGE LLC

Counter-claimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counter-defendant.

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

Counter-claimant,

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

TOBIN COUNTER MOTION FOR  
SUMMARY JUDGMENT

vs.

JOEL A. STOKES and SANDRA F. STOKES, as trustee for 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.

### I. Introduction

This is a quiet title action resulting from a disputed HOA sale for delinquent assessments conducted by Sun City Anthem's agents, Red Rock Financial Services, on August 15, 2014. Three of the parties are seeking to quiet title in their favor:

- Plaintiff Jimijack - the party in possession
- Counter-claimant Tobin - the owner at the time of the sale
- Nationstar - claims to be the noteholder of the Deed of Trust

### II. Recent motions and oppositions before the court

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

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

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

4. Tobin also opposed the Nationstar Joinder as

- a. its claim was not based on any actual knowledge or evidence,
- b. presumes wrongly that Nationstar's claim to own the beneficial interest in the DOT is undisputed,
- c. Nationstar's, and its predecessor BANA's, mortgage servicing abuses unreasonably prevented four arms-length sales to bona fide purchasers and were the proximate cause of the HOA foreclosure due to assessments not being paid out of escrow as Tobin had instructed.

### III. Counter Motion for Summary Judgment against all parties

#### A. Against Sun City Anthem – the sale was invalid and void

5. Tobin moves for summary judgment as there are no disputed material facts nor any credible or admissible evidence offered to contradict Tobin's claims that:

6. SCA did not comply with all applicable statutes or its own governing documents
7. SCA did not provide the specific due process mandated by law and delineated in SCA CC&Rs, bylaws, and policy.

8. SCA allowed its agents to unjustly profit at Tobin's expense and to the detriment of the Association as a whole.

9. The conduct of the sale was unfair, oppressive and involved deceit and fraudulent concealment.

**B. Against Jimijack who lacks any admissible evidence of ownership**

10. Plaintiff's sole claim to ownership, an [inadmissible quit claim deed](#), recorded June 9, 2015, is fraught with notary violations that rendered it void.

11. Plaintiff's claims are contradicted by the [HOA's official ownership records](#).

12. Tobin's August 27, 2008 [Grant Sale Bargain Deed](#) and [March 28, 2017 quit claim](#) deeds have priority over Jimijack's invalid deed.

**C. Against Yuen K. Lee/F. Bondurant, LLC that disclaimed interest**

13. Yuen K. Lee executed the fraudulent deed alleged conveying title to Jimijack.

14. F. Bondurant LLC [title claim](#) that it received its interest from Opportunity Homes LLC, alleged [purchaser at the August 15, 2014 HOA sale](#), are contradicted by HOA ownership records.

15. Thomas Lucas/Opportunity Homes LLC, recorded a [Disclaimer of Interest](#) on March 8, 2013.

16. Yuen K. Lee/F. Bondurant LLC filed a [Disclaimer of Interest](#) on March 13, 2013 and are not seeking to quiet title in its favor.

**D. Against Nationstar and BANA**

17. BANA's and Nationstar's mortgage servicing abuses were a proximate cause of the HOA sale that was commercially unreasonable as it was sold for \$63,100 to a non-bona fide purchaser without notice to Tobin while there was a \$358,800 arms-length offer pending.

18. Nationstar's claim to own the beneficial interest to the deed of trust is provably false.

**IV. Tobin deserves summary judgment because the HOA sale was invalid, statutorily non-compliant, and unfair**

19. SCA does not claim to have provided Tobin any of the due process delineated in NRS 116.31085.

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

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

22. SCA disclosure (SCA000635) claims that SCA only issued a “Notice for Hearing and Sanction for Delinquent Account” with a subject line “Suspension of Membership Privileges for Delinquent Account”.

23. SCA does not claim to have issued any other required notices related to the alleged violation of delinquent assessments required by these provisions.

24. SCA presented no evidence or argument that there was an exception to these notice requirements when the proposed sanctions for the alleged violation of delinquent assessments were more serious than the suspension of membership privileges.

25. [SCA withheld requested records](#) of the compliance actions taken regarding this property on September 16, 2016 to the present, telling Tobin she had to get a court order.

26. The due process requirements articulated in SCA Board policy “[Resolution Establishing the Policy and Procedures for Enforcement of the Governing Documents](#)”, adopted on November 11, 2017, updated in August 2018 for clarity, include:

1. **Notice of violation**

- a. Must include notice of what violation allegedly occurred,
- b. what provision of the governing documents was allegedly violated
- c. Identify the provision allegedly violated
- d. Description of the factual basis for the violation
- e. Identify a proposed action to cure the alleged violation
- f. Notice that failure to cure could result in a Notice of Violation Hearing which could result in the imposition of fines, sanctions and/or enforcement actions

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

- a. What rule was allegedly violated
- b. The alleged facts
- c. What the owner can do to correct the violation
- d. How long the owner has to correct to avoid the Board imposing the next enforcement step;
- e. How many days the owner gets to correct the alleged violation
- f. If the owner doesn’t fix it, the Board must identify
  - a. “any and all fines that may be imposed”
  - b. (sanctions) “shall be commensurate with the severity of the violation”

- g. The date, time, and location of the hearing and that the owner may request to reschedule
- h. Covenants Committee, or Board, **shall hold a private hearing** on an alleged violation of the governing documents **unless** the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the Board of Directors;

3. **Notice of Violation Hearing Procedures:**

- a. Owner gets all the due process required by [NRS 116.31085](#)
- b. Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidence and the testimony of witnesses;
- c. Is entitled to due process, as set forth in the standards adopted by regulation by the Commission, which must include, without limitation, the right to counsel, the right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel;

4. **Notice of Sanction (Hearing Determination Letter):** by certified mail, within 5 days, to property and owner address of record and must include these notices

- a. What was decided at the hearing;
- b. what **enforcement actions** will be imposed
- c. how much time the owner has appeal and how to do it
- d. any enforcement action will be suspended during appeal

5. **Notice of Appeal hearing procedures**

6. **Appeal Hearing Determination Letter**

27. SCA disclosures and pleadings do not claim or show evidence that SCA followed these steps or provided Tobin any of this due process when confiscating her property for sale. See exhibit for [emails with Jim Long](#) and [request for compliance records](#)

28. SCA Board's abdication to RRFS does not relieve the Board's duty to treat homeowner's fairly and to provide all the owner protections in the law when imposing sanctions for alleged violations.

29. SCA bylaws 3.20/3.18 (b), adopted pursuant to NRS 116.3106(c), prohibits the delegation of the Board duties to levy and collect assessments. See [exhibit](#)

30. SCA did, in fact, over delegate to the point of abdication, or in SCA attorney Ochoa's words, "outsourced", the assessment collection function to RRFS, and to such an extent that SCA retained no control over the funds collected, allowing its agents to be unjustly enriched through abusive collection practices the Board was led to believe were mandatory by law. See [emails with Jim Long](#), former SCA Board member at the time of the sale, emails above.

31. SCA has not claimed that it complied with any of these notice requirements or due process provisions when progressively more serious sanctions, up to, and including foreclosure, were proposed, and imposed, against Tobin for the alleged violation of the delinquent assessments.

32. SCA merely claimed that RRFS told the Board that RRFS had complied with all the legal requirements, and the Board believed RRFS without hearing from the owner.

33. The SCA Board acted according to RRFS's direction and, as instructed, kept all its actions confidential, i.e., secret, even from the accused and sanctioned homeowner.

34. SCA did not claim that it complied with **all** the specific statutes required for a valid foreclosure, it merely cherry-picked certain notices that were allegedly given and ignored the identified violations.

35. The Ombudsman's official record of SCA's Lien date, Notice of Default, Notice of Sale and Resolution, reports that the following specific actions or omissions were in violation of the NRS 116.31162-NRS 116.31164 Notice of Sale process. See exhibit for [Ombudsman compliance screen](#)

- a. The 2/12/14 Notice of Sale was cancelled on 5/15/14.
- b. The 5/15/14 Trustee sale was cancelled.
- c. There was no notice of sale in effect when the 8/15/14 sale took place.

- d. SCA did not provide any notice to the Ombudsman that the sale had occurred.
  - e. SCA did not submit a foreclosure deed within 30 days after the sale (or ever) as required by NRS 116.31164(3)(b)(2013).
36. SCA does not claim that it provided the schedule of fees, proposed repayment plan or the right to appeal to the Board required by NRS 116.31162 (4), only that an alleged defective [Notice of Intent to Lien](#), dated September 17, 2012 for which no proof of service and no prior notice of violation were given, should suffice.
37. SCA disclosures confirm that RRFS unilaterally rejected a tender from BANA of \$825, nine months of assessments then delinquent, on or about May 9, 2013.
38. RRFS did not credit the Property account with \$825 of paid assessments as required by [NRS 116A.640\(9\)](#).
39. RRFS did not inform the Board or Tobin of its unilateral decision to continue the unnecessary and unauthorized accumulation of “fines” misnamed as collection fees.
40. SCA disclosures revealed that, on May 28, 2014, RRFS unilaterally rejected it when [Nationstar offered \\$1,100](#), an amount equivalent to one year of assessments.
41. SCA disclosures show that RRFS did not inform the SCA Board of an offer in excess of the super-priority amount as coming from Nationstar.
42. RRFS inaccurately characterized it as a request from the owner for a waiver of fees. See exhibit of [RRFS-generated and unsigned waiver request](#), dated June 9, 2014.
43. SCA Board took a “hands-off” approach to RRFS and was not even aware that RRFS failed to distribute any of the \$63,100 from the August 15, 2014 sale, except for \$2,701.04, credited to SCA as payment in full, in the manner proscribed by NRS 116.31162(3)(c) (2013).

**B. Undisputed facts regarding the inadmissibility of Jimijack’s claim to ownership**

44. The 6/8/15 quit claim deed, recorded on June 9, 2015, is the only recorded claim that Jimijack has of ownership.

45. The quit claim deed, executed by Yuen K. Lee, is void for notary violations as the notary, CluAynne M. Corwin, claimed Thomas Lucas stood before her.

46. There is no entry in the Corwin notary journal that she witnessed Yuen K. Lee's signature or there was ever a compliant notarial act necessary for the valid conveyance of the property to Jimijack on June 8, 2015.

47. The [Resident Transaction Report](#), Sun City Anthem official record of ownership and payment of assessments and fees for each property, shows that Jimijack took possession of the property on September 25, 2014, and paid a new owner set up fee.

48. The Resident Transaction Report, shows there have only been two owners of the Property, Gordon Hansen and Jimijack.

49. There is no HOA record that Thomas Lucas or Opportunity Homes, LLC, the alleged purchaser at the disputed August 15, 2014, HOA foreclosure sale, was ever an owner of the property. See exhibit for [August 22, 2014 foreclosure deed](#).

50. Thomas Lucas filed and recorded a [Disclaimer of Interest](#) in the property.

51. The [Resident Transaction Report](#) has no entry that shows the property was foreclosed on or sold by Sun City Anthem on August 15, 2014.

52. There is no HOA record that Yuen K. Lee or F. Bondurant LLC ever owned the property or paid any fees required when title changes. See [Resident Transaction Report](#)

53. On March 13, 2017, a Yuen K. Lee and F. Bondurant LLC recorded a [Disclaimer of Interest](#).

**C. Tobin is the only party seeking to quiet title that has a valid deed.**

54. Nona [Tobin's March 28, 2017 deed](#) has priority over Jimijack's inadmissible June 9, 2015 deed, and all other parties with deeds have disclaimed interest.

55. On August 27, 2008, title to the property was transferred into the Gordon B. Hansen Trust by the [Grant, Sale Bargain Deed](#).

56. On March 28, 2017. Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded a [Disclaimer of Interest](#) of Steve Hansen, leaving her the sole beneficiary of the Gordon B. Hansen Trust.

57. On March 28, 2017 Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded [a quit claim deed](#) transferring the interest of the Gordon B. Hansen Trust, dated August 22, 2008, to Nona Tobin, an individual.

**D. Title cannot be quieted to Nationstar as it obstructed legitimate sales**

58. Nationstar's, and its predecessor BANA's, mortgage servicing abuses including, but not limited to, taking possession without foreclosure, refusing to take title when a deed in lieu was offered without giving Tobin written documentation of the disqualifying cloud to title BANA identified, refusing to disclose the identity of the beneficiary when Tobin requested it, and causing fraudulently executed and notarized claim against title to be recorded.

59. Nationstar's, and its predecessor BANA's, mortgage servicing abuses blocked Tobin's ability to avoid a foreclosure by the HOA.

60. BANA and Nationstar were the proximate cause of the total amount of all assessments, late fees, interest and collection costs demanded by RRFS being paid out of escrow by unreasonably refusing to approve legitimate arms-length sales at fair market value.

61. Nationstar, and its predecessor BANA, resulted in unreasonable rejections of multiple purchase offers from bona fide purchasers in arms-length transactions between August 8, 2012 and August 4, 2014 ranging from \$310,000 to \$395,000.

62. Nationstar allowed the property to be sold for the commercially unreasonable price of \$63,100 to a non-bona fide purchaser without notice to Tobin while an arms-length \$358,800 purchase offer was pending.

63. Nationstar's joinder to SCA MSJ unfairly asks the court to declare that the sale was valid to extinguish all Tobin's property interest despite SCA failing to provide Tobin the due process owed to her, but that the sale could not extinguish the first deed of trust, as if a lender had legal protections against loss of property rights without due process that exceeded the rights of an owner.

**D. Title cannot be quieted to Nationstar as its recorded claims to title are false**

64. BANA is not making any claim for quiet title as [BANA's default order](#) was entered on October 16, 2015.

65. BANA's April 4, 2012, original [assignment of the deed of trust](#), is void as

66. it was executed without authority as the last notice of change of ownership was given to Gordon Hansen on April 16, 2010 that [ownership transferred to Wells Fargo](#) resulting from a merger with Wachovia and the April 12, 2012 assignment failed to substitute the trustee as required.

67. The April 12, 2012 instrument was non-compliant with [California notary laws](#) as there is no notary record that the assignment was executed or witnessed properly,

68. The alleged assignment was contradicted by **all** BANA's subsequent actions, including the [October 30, 2012 notice](#) of standing to foreclose given to the Estate of Gordon Hansen that Wells Fargo was the noteholder.

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

transferred to Nationstar, effective December 1, 2013.

70. Nationstar NSM0266-7 does not identify the beneficiary when Nationstar became the servicing bank, but it wrongly identifies the First Union National Bank as Trustee. (Note that per [NRS 107.028\(2\)](#) the beneficiary can't be the trustee to exercise the power of sale.)

71. Nevada's 2011 anti-foreclosure fraud law AB 284, prohibited this type of robo-signing of false affidavits against title.

72. AB 284 (2011) also increased penalties for recording false affidavits by amending NRS 205.372 and NRS 205.395.

73. NSM 167-168 is the first alleged assignment of the DOT, executed by Youda Crain, BANA employee, to servicing bank BANA, recorded on April 12, 2012.

74. There is [no notary record](#) of the April 4, 2012 assignment as the notary, Teresa D. Williams, CA notary #1919662, did not turn in her notary journal to San Bernardino County Clerk when her commission expired on 12/31/14, moved, and left no forwarding address.

75. In addition to CA govt code 8206.5 and 8213.5 [violations by the notary](#), BANA could have been guilty of violating [NRS 205.372](#), had BANA relied on this false affidavit, recorded without the required substitution of trustee, to falsely claim BANA was the noteholder or had the authority to foreclose on the deed of trust.

76. Nationstar is knowingly relying on BANA's false April 12, 2012 recorded affidavit and has doubled down with more false affidavits.

77. On September 9, 2014, BANA itself apparently attempted to correct the public record, by recording the [assignment of BANA's interest](#), if any, to Wells Fargo, that left BANA with zero interest in the DOT, effective August 21, 2014, which was perhaps coincidentally, the day before the disputed HOA sale foreclosure deed was recorded.

78. [NSM 180-181](#) is a false affidavit in which Nationstar, acting without authorization as BANA's alleged "attorney-in-fact", assigned BANA's interest to Nationstar, effective on October 23, 2014, recorded on December 1, 2014.

79. Nationstar's bogus affidavit has no power to convey the beneficial interest of the DOT to itself for multiple reasons, including, but not limited to,

- a. BANA did not have any interest to convey as its April 4, 2012 assignment was void for notarial violations and violations of AB 284 (2011).
- b. The real BANA had recorded on September 9, 2014, that it assigned its interest, if any, to Wells Fargo effective August 21, 2014;
- c. There was no valid substitution of named trustee John H. Anderson.
- d. Nationstar did not have any power of attorney from BANA in its disclosures.
- e. Nationstar disclosed in [NSM 404-406](#) an **unrecorded** rescission of the October 23, 2014 assignment "as though the assignment had never been issued and recorded".

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

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

82.

Fargo's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to that certain Servicing Rights Release and Transfer Agreement dated as of December 28, 2015, between Wells Fargo and Nationstar, under the terms of which Wells Fargo transferred servicing for certain mortgage loans (such loans, the "Loans") to Nationstar. Each of the Loans comprises a promissory note, underlying a right to payment and performance secured

83. The Wells Fargo limited power of attorney disclosed by Nationstar in [NSM 270-272](#) is inapplicable and was executed for a different purpose, to wit

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

85. Nationstar did not disclose the recorded Wells Fargo [SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE](#), of the second DOT, executed on March 2, 2015 by Lisa Wilm, Wells Fargo Vice President Loan Documentation.

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

87. Nationstar's duplicitous disclosures actually prove Nationstar is not the noteholder rather than it is.

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

**V. Legal Standard**

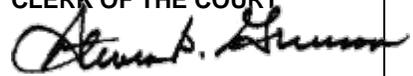
- 89. See exhibit for the [table of authorities](#) that are applicable to Sun City Anthem and which were violated and rendered the HOA sale void.
- 90. See exhibit for the relevant [statutes for validity of instruments](#) in NRS Chapter 111 Estates In Property; Conveyancing and Recording and in NRS Chapter 240 Notaries Public which rendered Jimijack’s deed void.
- 91. See exhibit \_\_\_\_\_ for the [2011 legislative digest of AB 284](#) changes to Nevada law that render BANA’s false affidavit and Nationstar’s subsequent recorded claims to title void.
- 92. See exhibit \_\_\_ for an [amicus curie](#) from a certified mortgage fraud examiner that describes the forensic examination required to discern mortgage fraud that occurred in the aftermath of the collapse of the mortgage-backed securities market.

**VI. Conclusion**

- 93. Tobin deserves that her motion and declaratory relief of regaining title be granted.
  - a. SCA did not conduct a valid sale.
  - b. SCA unfairly confiscated Tobin’s property without providing due process required.
  - c. RRFS unlawfully retained the proceeds of the sale, damaged Tobin by refusing to allow her to make a claim for them, and [disingenuously disclosed a check for \\$57,282.32](#) to the district court that in reality RRFS retained.
  - d. Jimjack does not have a valid claim of ownership and was not a bona fide purchaser for value.
  - e. Jimijack unjustly profited from collecting rents that should have gone to Tobin for at least 3 ½ years.
  - f. Jimijack unjustly profited by not paying any of the costs of the property during time of possession and/or holding title, including property taxes, that were paid by Nationstar.
- 94. Tobin deserves attorney fees from Nationstar for obstructing the legitimate sale of the property and fraudulently claiming to own the beneficial interest of the note.
- 95. Tobin deserves attorney fees from RRFS that misinformed the Board about what owners’ due process rights are so it could unjustly profit and not from SCA.
- 96. Tobin, as an SCA homeowner, is damaged by SCA Board failing to enforce the indemnity clause in its undisclosed [April 27, 2012 contract with RRFS](#) in **any** of the litigation or settlements involving RRFS collections and foreclosures which have unfairly cost SCA homeowners hundreds of thousands of dollars and requests an order to that effect.

Red Rock agrees that if any claims or any proceedings are brought against the Association, whether by a governmental agency, private person, or otherwise, due to allegations that Red Rock has acted negligently or acted willfully or violated any law, regulation, order, or ruling, Red Rock shall defend, indemnify, and hold harmless the Association, its members, managers, agents, officers, and employees against any liabilities, loss, damage, or expense, including but not limited to payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees. Red Rock shall be responsible for all costs, including payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees which are the result of actual or alleged conduct of Red Rock.

Dated this \_\_\_\_ day of March 2019.



1 NS  
2 MELANIE D. MORGAN, ESQ.  
3 Nevada Bar No. 8215  
4 DONNA WITTIG, ESQ.  
5 Nevada Bar No. 11015  
6 AKERMAN LLP  
7 1635 Village Center Circle, Suite 200  
8 Las Vegas, Nevada 89134  
9 Telephone: (702) 634-5000  
10 Facsimile: (702) 380-8572  
11 Email: melanie.morgan@akerman.com  
12 Email: donna.wittig@akerman.com

13 *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

**NOTICE OF SETTLEMENT**

AA 001964

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NONA TOBIN, an individual, and Trustee of the  
GORDON B. HANSEN TRUST. Dated 8/22/08  
Counter-Claimant,  
  
vs.  
  
JOEL A. STOKES and SANDRA F. STOKES, as  
trustees of the JIMI JACK IRREVOCABLE  
TRUST, SUN CITY ANTHEM COMMUNITY  
ASSOCIATION, INC., YUEN K. LEE, an  
individual, d/b/a Manager, F. BONDURANT,  
LLC, and DOES 1-10, and ROE  
CORPORATIONS 1-10, inclusive,  
  
Counter-Defendants.

PLEASE TAKE NOTICE that Nationstar Mortgage LLC and Joel A. Stokes' and Sandra F. Stokes', as trustees of the Jimijack Irrevocable Trust have reached an agreement on all material terms required to settle all of Nationstar's claims asserted against Jimijack in the action.

The settling parties anticipate that the performance of the terms of the settlement agreement will be completed within sixty (60) days of the date of this notice, at which time the parties expect to present the Court with a Stipulation for Dismissal of Nationstar's claims against Jimijack.

DATED April 12, 2019

**AKERMAN LLP**

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

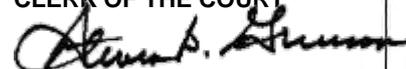
*Attorneys for Nationstar Mortgage LLC*

**AA 001965**



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Steven D. Grierson  
CLERK OF THE COURT



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

11 Attorney for Joel A. Stokes and  
12 Sandra Stokes, as trustees of the  
13 Jimijack Irrevocable Trust

PLEASE FILE WITH MASTER  
CALENDAR

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

BANK OF AMERICA, N.A.,

Defendant.

CASE NO. A-15-720032-C  
DEPT. NO. XXXI

Consolidated with: A-16-730978-C

NATIONSTAR MORTGAGE LLC.,

Counterclaimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counterdefendant.

STIPULATION AND ORDER  
TO EXTEND BRIEFING  
SCHEDULE FOR NATIONSTAR  
MORTGAGE LLC'S MOTION  
FOR SUMMARY JUDGMENT  
AND CONTINUE HEARING

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

Counterclaimant,

vs.

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

Counterdefendants.

COME NOW, the parties, JIMI JACK IRREVOCABLE TRUST ("JIT") and Nationstar

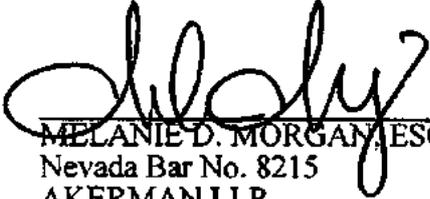
4-11-19  
me

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

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

7 DATED this 10<sup>th</sup> day of April, 2019.

DATED this 10<sup>th</sup> day of April, 2019.

8  
9 

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

10 

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

16 **ORDER**

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

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

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

22   
23 DISTRICT COURT JUDGE

24 Respectfully submitted by:

25 

26 JOSEPH Y. HONG, Esq.  
27 Nevada Bar No. 5995  
28 1980 Festival Plaza Dr., Suite 650  
Las Vegas, Nevada 89135  
Attorney for Jimijack Irrevocable Trust

*the May 28, 2019 trial stack as  
set forth in the Trial Order and  
the parties must otherwise  
comply with all other  
pre-trial and trial dates  
and requirements. J.H.C.  
Reply is due in  
accordance with 001068 P 6  
and the EDC R. J.H.C.*



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

---

**I'm Pro Se now, but you need to fix what you have done to hurt me**

1 message

---

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

Tue, Apr 16, 2019 at 3:31 PM

To: Joe Coppedge &lt;joe@mushlaw.com&gt;

Bcc: Brandon Dalby &lt;bdalby1976@gmail.com&gt;, Mark Burton &lt;me.burton27@gmail.com&gt;

As I said in the VM, the clerk of the court just told me that you signed off on the order of summary judgment against me. How could you do that without showing it to me?

This is outrageous. I paid you \$40,000 and all you did was obstruct the presentation of my case.

I always told you that I believed, as a matter of law, an MSJ against all parties in my favor should easily have been granted based as a matter of law based on the undisputed facts supporting my claims, but that couldn't happen because you did not present any MSJ for the court's consideration.

You did not put before the court any of the many pleadings and disclosures I prepared and you didn't timely file any of the few you did submit.

You even failed to enter the order amending my 2/1/17 complaint filed as a Pro Se, that was granted on 1/10/19 at a hearing you told me not to attend.

So the judge grants a MSJ against me without having any of my case before her.

Why didn't tell me the Ombudsman compliance screen was not admissible when I have easily authenticated and prepared it for submission.

After the hearing when I was told you I absolutely wanted a motion to reconsider, you would not commit to do it and just said "go to Hawaii enjoy your vacation."

I spent the entire vacation preparing an OPPC opposing the NSM MSJ against Jimijack and a counter motion and set aside preparing a motion to reconsider because I didn't think an order had been circulated, let alone signed by you.

Since I knew I couldn't count on you to file anything for me and I was so mad about your failure to put my case before the court, I decided to go back to representing myself.

I filed a NOTA for Tobin, an individual to be a Pro Se and filed the OPPC. Unfortunately, I made a mistake and it was only efiled and not served until last Friday April 12 at 1 AM Vegas time. It was 4/11 in Hawaii because of the three-hour time change.

On Friday afternoon I saw that NSM filed a notice that NSM and Jimijack had reached a settlement. This is an outrageous manipulation of this HOA foreclosure process for them to steal \$500,000 from me. A settlement with Jimijack instead of having the sale voided and NSM having to deal with me to prove it owns the note

A settlement is a very convenient, easy way for NSM to perpetrate a fraud. Get rid of Nona who NSM knows it can't foreclose on. Get rid of Nona who NSM knows has filed a complaint with the AG describing in detail NSM's pattern of fraudulently getting title to notes they don't own in HOA quiet title actions by tricking the court.

Why did NSM file a joinder saying the SCA MSJ “establish(ed) the absence of a genuine issue of material fact that the HOA conducted a proper foreclosure of the sub-priority portion of its lien” if NSM would get whatever security interest it had before the sale if the sale were voided entirely as NSM had pled back in 2016?.

The answer is NSM does not own the note and so it does not have standing to foreclose if Judge Kishner doesn't unwittingly create standing for NSM out of thin air by knocking me out of the case.

In its 3/21/19 MSJ, NSM waived its unjust enrichment claim against Jimijack as part of this clever trick. The devil's bargain is Jimijack keeps four years of rents collected without paying taxes or on a mortgage and in exchange NSM trick Judge Kishner into giving NSM standing to foreclose on a note it does not own. Now do you see why I told you the bank would never join with me on the MSJ I wrote back in 2017? Only because I can prove NSM is lying.

Last night I got another huge shock when I saw the the judge had signed a stipulation and order on Friday 4/12/19 and entered on 4/15/19, signed by Hong and NSM, moving the briefing schedule and continuing the 4/23/19 hearing to May 7. This is right in the middle of the time I told you I would be in Paris for Mark's 70th birthday, May 2 through 9, but I don't know if you saw this because it is a deal just between them. I was confused about why they didn't contact me since I had filed an OPPC to be heard on the same day.

I called the clerk of the court today to request continuing that hearing since I would be gone, she told me i was not a party to the case. I said I filed a NOTA as a Pro Se for NT, the Individual. I did not think it was necessary or appropriate for me to remove you as counsel for the trust, and I did not think there was any rule that prohibited me from representing myself as a Pro Se when you were doing such an abominable job of telling the story I need the court to hear.

However, I now find out from the Clerk that you have to withdraw as my attorney or you stay counsel of record.

So I want you to withdraw as the attorney for NT the individual because there is absolutely no way I am going to allow these crooks to MSJ me out when I have worked literally 1000s of hours on this albatross of a house for seven years and have been in this case since January 2017 and you have obstructed me from submitting anything since May 2017.

Do you know I have 157 screenshots of almost two years of our texts still on my phone that are 99% your excuses for inaction?

The trial is May 28, and I must not be restricted from presenting my case simply because you refused to do it.

I have already prepared for submission today a Reply to my counter motion to MSJ Jimijack out that includes the authenticated ombudsman's compliance screen and 400 more pages of specific evidence to prove that in addition to being statutorily non-compliant, the sale was unfair, oppressive, and fraudulent . NSM does not own the note and Jimijack's deed is fraudulent and inadmissible.

I had no inkling while I was in Hawaii for 2 1/2 weeks that you had signed an order from the ridiculous 3/26/19 hearing where you refused to present my counter-motion for summary judgment without showing it to me. You knew how outraged I would be at your, wittingly or not, facilitating the obvious BS legal trick of the opposing counsels who are gaming the system to keep my case from being heard on its merits.

**AA 001970**

I spent the last three weeks full-time getting ready to represent myself as a Pro Se at the trial, preparing the OPPC, and trying to learn the new e-file system so I could file the documents you blocked me from filing.

### **Immediate Actions**

1. I am going to file the reply I prepared for the 4/23/19 hearing with the exhibits today as a Pro Se.
2. I am going to request that you be removed as counsel for NT, the individual, for your failure to present my case as instructed, and allowing undeserving parties to be unjustly enriched by default.
3. I am going to include a request that the hearing be moved to a day after May 10 since I am gone May 2-May 9.
4. I am going to request that the judge not sign the order you signed but I've never seen until after hearing my OPPC and this reply as a Pro Se.
5. If the judge will grant this request, I think the admissible evidence presented will show that the sale should be voided for many reasons, not the least of which is that removing me from the case allows NSM and Jimijack to collude to unjustly enrich themselves at my expense and for either RRFs or NSM to be allowed to steal the \$60,000 undistributed proceeds of the sale.
6. You need to immediately file a rule 60 motion to vacate MSJ ordered because of (3) fraud and misrepresentation by opposing counsel, but if you can't, or won't, do that for the 4/25/19 pre-trial conference, at least, tell me and give me a copy of the order you signed so i can attempt to fix it myself.
7. Then, you need to file whatever notice is required to withdraw immediately as counsel for Tobin, an individual, at least. Withdraw from the counsel for the Trust if you choose. The Trust no longer has any interest to protect in this case. I only need to be a Pro Se for myself because I hold the 3/28/17 deed as an individual. I am the real party in interest, and I need to get my case before the court and be ready for trial on May 28.

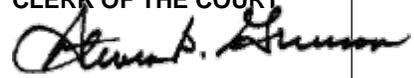
Frankly, I am afraid that if I don't figure out how to get the court to recognize me as a Pro Se, you will do nothing and the mere fact that you are counsel of record at the time of the pre-trial conference on 4/25/19, the dirty legal tricks of opposing counsel will have worked. My case won't be heard on its merits and I will lose everything by your inaction.

I am apoplectic with rage at the injustice of this.

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

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

**AA 001971**



1 NTSO  
2 JOSEPH Y. HONG, ESQ.  
3 State Bar No. 005995  
4 HONG & HONG LAW OFFICE  
5 1980 Festival Plaza Drive, Suite 650  
6 Las Vegas, Nevada 89135  
7 Telephone No.: (702) 870-1777  
8 Facsimile No.: (702) 870-0500  
9 E-mail: yosuphonglaw@gmail.com  
10 Attorney for Plaintiff/Counterdefendant  
11 JOEL A. STOKES and SANDRA F. STOKES,  
12 as trustees of the JIMI JACK IRREVOCABLE TRUST

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

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

13 Plaintiff,

14 vs.

15 BANK OF AMERICA, N.A.,

16 Defendant.

17 \_\_\_\_\_  
18 NATIONSTAR MORTGAGE LLC.,

19 Counterclaimant,

20 vs.

21 JIMI JACK IRREVOCABLE TRUST,

22 Counterdefendant.

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

Consolidated with: A-16-730978-C

**NOTICE OF ENTRY OF  
STIPULATION AND ORDER  
TO EXTEND BRIEFING  
SCHEDULE FOR NATIONSTAR  
MORTGAGE LLC'S MOTION FOR  
SUMMARY JUDGMENT ANC[sic]  
CONTINUE HEARING**

AA 001972

MINV0051

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

3 Counterclaimant,

4 vs.

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

12 Counterdefendants.

13 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

14 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that a STIPULATION  
15 AND ORDER TO EXTEND BRIEFING SCHEDULE FOR NATIONSTAR MORTGAGE  
16 LLC'S MOTION FOR SUMMARY JUDGMENT ANC [sic] CONTINUE HEARING was  
17 entered in the above-entitled matter, and filed on the 15<sup>th</sup> day of April, 2019, a copy of which is  
18 attached hereto.

19 DATED this 22<sup>nd</sup> day of April, 2019.

20 HONG & HONG LAW OFFICE

21 /s/ Joseph Y. Hong

22 JOSEPH Y. HONG, ESQ.

23 State Bar No. 005995

24 1980 Festival Plaza Drive, Suite 650

25 Las Vegas, Nevada 89135

26 Attorney for Plaintiff/Counterdefendant  
27 *JOEL A. STOKES and SANDRA F.  
28 STOKES, as trustees of the JIMIJACK  
IRREVOCABLE TRUST*

AA 001973

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**CERTIFICATE OF ELECTRONIC SERVICE**

Pursuant to NRCP 5(b)(2)(D), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 22<sup>nd</sup> day of April, 2019, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER TO EXTEND BRIEFING SCHEDULE FOR NATIONSTAR MORTGAGE LLC'S MOTION FOR SUMMARY JUDGMENT ANC [sic] CONTINUE HEARING** by electronic transmission through the Eighth Judicial District Court EFP system (Odyssey eFileNV) pursuant to NEFCR 9 upon each party in this case who is registered as an electronic case filing user with the Clerk.

By/s/ Debra L. Batesel  
An employee of Joseph Y. Hong, Esq.

AA 001974

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Steven D. Grierson  
CLERK OF THE COURT

*Steven D. Grierson*

1 SAO  
2 JOSEPH Y. HONG, ESQ.  
3 Nevada Bar No. 5995  
4 HONG & HONG  
5 A Professional Law Corporation  
6 10781 W. Twain Ave.  
7 Las Vegas, Nevada 89135  
8 Tel: (702) 870-1777  
9 Fax: (702) 870-0500  
10 Email: [Yosuphonglaw@gmail.com](mailto:Yosuphonglaw@gmail.com)

11 Attorney for Joel A. Stokes and  
12 Sandra Stokes, as trustees of the  
13 Jimjack Irrevocable Trust

PLEASE FILE WITH MASTER  
CALENDAR

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

17 BANK OF AMERICA, N.A.,

Defendant,

18 NATIONSTAR MORTGAGE LLC,

Counterclaimant,

vs.

19 JIMJACK IRREVOCABLE TRUST,

Counterdefendant.

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

Counterclaimant,

vs.

22 JOEL A. STOKES and SANDRA F. STOKES, as  
23 trustees of the JIMJACK IRREVOCABLE  
24 TRUST; SUN CITY ANTHEM COMMUNITY  
25 ASSOCIATION, INC.; YEUN K. LEE, an  
26 individual d/b/a Manager; F. BONDURANT,  
27 LLC; AND DOES 1-10 and ROE  
28 CORPORATIONS 1-10, inclusive,

Counterdefendants.

CASE NO. A-15-720032-C  
DEPT. NO. XXXI

Consolidated with: A-16-730978-C

STIPULATION AND ORDER  
TO EXTEND BRIEFING  
SCHEDULE FOR NATIONSTAR  
MORTGAGE LLC'S MOTION  
FOR SUMMARY JUDGMENT  
AND CONTINUE HEARING

COME NOW, the parties, JIMJACK IRREVOCABLE TRUST ("JIT"), and Nationstar

AA 001975

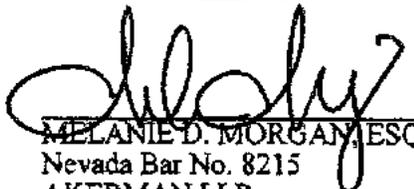
*4-11-19*

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

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

7 DATED this 10<sup>th</sup> day of April, 2019.

DATED this 10<sup>th</sup> day of April, 2019.

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

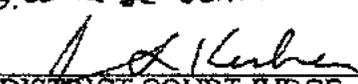
8  
9   
10 JOSEPH Y. HONG, ESQ.  
11 Nevada Bar No. 5995  
12 1980 Festival Plaza Dr., Suite 650  
13 Las Vegas, Nevada 89135  
14 Attorney for Jimijack Irrevocable Trust

14 **ORDER**

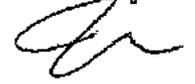
15 Pursuant to the foregoing Stipulation of the parties and good cause appearing :

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

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

20   
21 DISTRICT COURT JUDGE

22  
23 Respectfully submitted by:

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

*the May 28, 2019 trial stack as  
set forth in the Trial Order and  
the parties must otherwise  
comply with all other  
pre-trial and trial dates  
and requirements of the  
Reply is due in  
accordance with NRC P 6  
and the EDCR. AA001976*



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

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

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

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

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

COURT ORDERED, Status Check SET regarding Settlement Documents.

05/21/19 STATUS CHECK: SETTLEMENT DOCUMENTS

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

1  
2 **DECLARATION OF NONA TOBIN**  
3

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

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

8 *This declaration is made in support of a June 17, 2019 Motion to Intervene as an*  
9 *Individual*

10 1. Sun City Anthem did not present to the Court evidence on which the 4/17/19 order was  
11 based on sworn affidavits or declarations made under penalty of perjury.

12 2. The non-sworn arguments of attorney Ochoa, allegedly representing Sun City Anthem,  
13 interpreted the SCA CC&Rs binding terms, consistently to the detriment of the parties of that  
14 contract, in favor of undeserving third parties, namely, Joel and Sandra Stokes, the unknown  
15 partners of Red Rock Financial Services, EIN and whoever is making money off of Nationstar's  
16 fraudulent claims.  
17

18 3. None of SCA's disclosures include authenticated or certified minutes that are the official  
19 records of SCA Board action.  
20

21 4. SCA attorneys simply, and without any legal authority, put SCA Board's imprimatur on  
22 the words and acts of Red Rock Financial Services.

23 5. I view this abdication as comparable to a cop letting a criminal write the police report so  
24 the cop didn't need to investigate the crime.  
25

26 6. SCA does not have any independent corroborating evidence to support, or even to know,  
27 if what RRFS said was true.  
28

1 7. SCA attorneys have withheld in discovery SCA's actual official records of this sale and  
2 other SCA foreclosures.

3 **REQUEST NO. 7:**

4 Produce all documents, including but not limited to notices, notes, agents, minutes of  
5 SCA Board meetings, recordings of SCA Board meetings, informal SCA Board  
6 meetings and/or any other document which references and/or relates to the subject  
property or Nona Tobin.

7 **RESPONSE TO REQUEST NO. 7:**

8 SCA objects to this Request on the grounds that it seeks documents which are irrelevant  
9 to the claims in this lawsuit and not reasonably calculated to lead to the discovery of  
admissible evidence. SCA objects to this Request to the extent it seeks to violate third  
party privacy rights.

10 Without waiving said objections, SCA responds as follows: *See* SCA's disclosures:  
11 RRFS' Foreclosure File (SCA000176-SCA000643) and Board Meeting Minutes  
(SCA000644-SCA000654).

12 8. Opposing counsels have misled the court about the facts of this case and about the validity  
13 of the evidence.

14 9. SCA000176-SCA000643 is the "Red Rock Foreclosure File", it is not in any legal way  
15 the official record of SCA Board action.

16 10. Board Meeting Minutes (SCA000644-SCA000654) were not disclosed.

17 11. SCA's disclosures ended on SCA000643.

18 12. SCA Board meeting agendas and minutes, conforming to statutes and certified by the  
19 secretary of the Board as accurate and complete, and mandated accessible to all owners, are the  
20 ONLY OFFICIAL RECORD of the corporate acts of the Board.

21 13. As required by SCA attorneys, I went through the counsel of record to request documents  
22 and responses to interrogatories instead of just asking the association for the records. (See  
23 exhibit for earlier and repeated SCA rejections to provide compliance records or access to the  
24 Board related to this case.)  
25  
26  
27  
28

1 14. This use-of-attorney requirement was an unnecessary obstacle placed in my path that cost  
2 me thousands of dollars in attorney and paralegal costs and many hours of my personal time.

3 15. SCA attorney Ochoa, in concerted action, if not collusion, with SCA General counsel  
4 and current SCA debt collector, Adam Clarkson, have taken unlawful action against me  
5 personally in pursuit of preventing my access to SCA records that have probative value.  
6

7 16. Concealing SCA records has been very prejudicial to me in this case, and has been done  
8 intentionally to damage me.

9 17. More importantly, the attorneys who have concealed official SCA records have allowed  
10 agents and third parties to effectively steal from the Association and to evade detection.  
11

12 18. SCA attorney Ochoa has presented to the Court the RRFS Foreclosure file and  
13 deceptively characterized it as the official record of SCA Board action.

14 19. SCA Board agendas and minutes are the only official record.

15 20. If Ochoa doesn't know that, he is incompetent, but since I am sure that he does, he should  
16 be sanctioned for perpetrating a fraud on the Court.  
17

18 21. NRS 116.31175, NRS 116.311083 and SCA bylaws 3.15 and 6.4, mandate that the Board  
19 control, certify as accurate and complete, and make easily and promptly accessible to all SCA  
20 owners, all official SCA records, including, but not limited to, published SCA Board meeting  
21 agendas and minutes as well as SCA's budget and SCA's accounting records of ALL SCA  
22 funds collected or disbursed under the Board's authority.  
23

24 22. SCA attorney Ochoa did not cooperate with discovery and his only response to Tobin's  
25 ROGs and RFDs, served on 2/26/19, was evasive and falsely claimed privilege on documents  
26 NRS 116.31175 says every owner is entitled to.  
27  
28

1 23. He filed this non-response two days before the end of discovery and three weeks after  
2 the MSJ claimed there were no disputed facts.

3 24. He filed the unwarranted MSJ two days before the end of discovery, and three weeks  
4 after Ochoa filed a motion for summary judgment against me SCA attorney Ochoa still withheld  
5 the official SCA records from discovery, i.e.,  
6

7 25. The SCA Board imposed progressively more and more serious sanctions on me , an SCA  
8 homeowner in good standing, for the alleged violation, by the estate of a deceased homeowner,  
9 up to and including confiscating a house now worth over \$500,000 for the alleged violation of  
10 \$2,000 delinquent assessments, all without there ever being any official SCA record of it even  
11 happening.  
12

13 26. there was never any Delinquency Report made at any SCA Board meeting between the  
14 September 27, 2012 Board meeting and the November 15, 2014 Board despite that specific  
15 notice being required by SCA bylaws 3.21(f) (v).  
16

17 27. SCA Board never told me or any other SCA member about this collection or foreclosure  
18 process or about any SCA collection and foreclosure process.  
19

20  
21 28. SCA never provided me an opportunity to request an open hearing.  
22

23 29. SCA Board never offered nor held a hearing prior to imposing any sanction up to and  
24 including foreclosure, except when the alleged violation was dead trees.  
25  
26  
27  
28

1 30. I was never offered a hearing by the Covenants Committee, the SCA hearing tribunal, or  
2 an appeal to the Board, when the SCA Board considered imposing a sanction of permanently  
3 revoking membership privileges by foreclosure.  
4

5  
6 31. SCA did offer a hearing and a chance to appeal to the Board when the proposed penalty  
7 was a \$25 fine for each dead tree, and a Notice of Sanction, dated 8/13/15.  
8

9  
10 32. I received no notice whatsoever that a \$350,000 house was going to be sold on 8/15/14,  
11 two days after the Notice of \$25 Sanction.  
12

13 33. No SCA Board agenda from 2012 to 2014 includes an item naming Gordon Hansen, the  
14 estate of Gordon Hansen or 2763 White Sage Drive, identifying that a delinquency on  
15 assessments existed at all or specifying that there would be any Board discussion, let alone  
16 action, that could even remotely, lead me, or any other SCA homeowner, to believe that SCA  
17 Board intended to allow its agents to seize this property and without notice, appeal or recourse,  
18 permanently strip the owner of all membership privileges.  
19

20 34. To be valid corporate action, SCA Board actions must occur in a duly called meeting, to  
21 which all owners are given notice and an itemized agenda.  
22

23 35. SCA Board is prohibited from meeting in closed session to discuss any topic other than  
24 the four topics specifically authorized by NRS 116.31085 and SCA bylaws 3.15A.  
25

26 36. Necessary elements of the official corporate record of any Board action must include, the  
27 specific wording of the motion, which director made the motion, who seconded it and how each  
28 Board member voted.

1 37. Only items that are listed on an agenda conforming to the requirements of NRS  
2 116.31083 and NRS 116.3108(4) can be discussed at that meeting.

3 38. To establish whether the enforcement of the governing documents was uniform to all  
4 owners, as required by NRS 116.31065, and whether SCA records would conform with what  
5 they had reported to the Ombudsman, I requested information of Board authorization of all SCA  
6 foreclosures  
7

8 **REQUEST (for documents) NO. 3:**

9 Produce any and all documents, including any notices, agendas, and minutes of all  
10 SCA board meetings, open or in executive session, at which the SCA Board  
11 approved the approximately 17 foreclosures of properties within Sun City Anthem  
12 HOA for delinquent assessments reports on the SCA annual registrations between  
13 January 2010 to the present.

14 **RESPONSE TO REQUEST NO. 3:**

15 SCA objects to this Request on the grounds that it seeks documents which are  
16 irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the  
17 discovery of admissible evidence. SCA objects to this Request to the extent it seeks  
18 to violate third-party privacy rights. SCA further objects to this Request on the  
19 grounds it is overly broad and unduly burdensome.

20 Without waving said objection, SCA responds as follows: For this foreclosure *See*  
21 SCA's disclosures; specifically, the Board's authorization of this foreclosure is  
22 referenced throughout Red Rock Foreclosure File SCA000176 – SCA000643.

23 39. I obtained the SCA Board agendas covering the relevant period from 2012 through 2014  
24 from SCA CAM and Custodian of Records, Elyssa Rammos, via a records request, after SCA  
25 attorney Ochoa refused to provide them in response to my RFDs.

26 40. I collected Board minutes from the SCA website that SCA attorneys would not release.

27 41. I personally compiled the excerpts of all Board actions related to foreclosure and write-  
28 off of debt for the period from September 2012 through to the last meeting of 2014.

1 No minutes, certified by the SCA Board secretary as complete and accurate, exist of a duly-  
2 called meeting of the Board, or document a Board vote on a duly made and seconded motion  
3 that authorized posting this property for sale on March 7, 2014, or on August 15, 2014, or on  
4 any other date.  
5

6 42. SCA attorney has perpetrated a fraud on this Court by claiming that “the Board’s  
7 authorization of this foreclosure is referenced throughout Red Rock Foreclosure File  
8 SCA000176 – SCA000643” when he knows full well that no certified SCA Board minutes exist  
9 that document “the Board’s authorization of this foreclosure” .  
10

11 43. SCA attorney objected to releasing any others foreclosure notices, citing relevance  
12 “any notices, agendas, and minutes of all SCA board meetings, open or in  
13 executive session, at which the SCA Board approved the approximately 17  
14 foreclosures of properties within Sun City Anthem HOA”

15 44. It is relevant to determine if this foreclosure was unique, and if only in this case, SCA  
16 Board failed, through error or mistake, to authorize the sale of this single property in a duly-  
17 called Board meeting.  
18

19 45. In fact, all SCA foreclosures were done in secret meetings with no agendas, no votes, no  
20 minutes.  
21

22 46. It appears that the attorneys are misleading the court about the facts of this case to cover  
23 up the fact that SCA Board never approved any foreclosure properly and never kept track of any  
24 of the money collected.  
25

26 47. I acquired through public records requests and have received authenticated Ombudsman  
27 Notice of Sale Compliance Screens for 17 properties, including 2763 White Sage Drive.  
28

1 48. The Ombudsman’s Notice of Sale Compliance Screen, ruled inadmissible on 3/26/19,  
2 has been [authenticated on 4/15/19](#), and is provided herein.

3 49. Judicial notice is requested to note that this is the official record of the Notice of Sale  
4 Process. It must be given significant weight and credence against “SCA 000176 – SCA000643  
5 Red Rock Foreclosure file (redacted)” .

7 50. SCA 000176 – SCA000643 Red Rock Foreclosure file (redacted)” is the unsworn,  
8 unverified, uncorroborated evidence entered into this case as SCA’s official, and only, record of  
9 any notices RRFS says were provided to the owner of 2763 White Sage.

11 51. Note that SCA 000176 – SCA000643 Red Rock Foreclosure file (redacted)” contains 54  
12 pages of proofs of service, none of which are proofs of service of any notice that Tobin disputes.

13 52. any authorization that were given or any Board action taken authorizing the Sale.

14 53. HOAs must provide specific notices to the Ombudsman that constitute statutory  
15 compliance with the HOA foreclosure statutes.

17 54. NRS 116.311635 requires the Notice of Sale be submitted to the Ombudsman which  
18 contains specific dates, e.g., the lien, the notice of default, and the amount due on the Notice of  
19 Sale.

20 55. NRS 116.31164 requires that the person conducting the sale provide the Ombudsman  
21 with a copy of the foreclosure deed 30 days after the sale is complete, and the foreclosure deed  
22 contains recitals that describe exactly how the sale was conducted and what notices were  
23 provided

25 56. NRS 116.31166 states that the recitals on the foreclosure deed are conclusive proof that  
26 the sale was valid.

27 57.  
28

1 58. The Ombudsman only retains the notices physically given pursuant to these statutes for  
2 one year.

3 59. The Ombudsman maintains to this date only a database of the notices provided to the  
4 Ombudsman

5 60. "SCA000176- SCA000643, the Red Rock Foreclosure file" was filed into this case by  
6 the SCA attorneys, without corroboration, verification or even owner knowledge, as SCA's  
7 official, and only, record of the sale.  
8

9 61. The Board has allowed RRFS unsupervised authority to author the only record of any  
10 foreclosures.  
11

12 62. No independent SCA record provides evidence that the sale was authorized by the Board.

13 63. There is no entry in the SCA ownership record, the Resident Transaction report, that the  
14 sale was held as RRFS reported; indeed, there is no SCA record that the property was foreclosed  
15 at all.  
16

17 64. The absence of any SCA accounting for the proceeds of the sale has resulted in RRFS'  
18 100% proprietary control over all funds collected.

19 65. There is no independent SCA record to account for the \$63,100 proceeds.

20 66. There is no record that Thomas Lucas or Opportunity Homes ever owned the property.  
21

22 67. SCA also objected on the grounds that it "violate(d)" third-party privacy rights without  
23 specifying whose privacy rights would be violated.

24 68. Providing an SCA owner a copy of the notice of sale of an SCA property could not violate  
25 a third-party's privacy rights if the intent of the notice was to hold a "public" auction.

26 69. SCA disclosures show that all SCA Board decisions were made in secret meetings such  
27 that no SCA owner had any notice of any foreclosure sale.  
28

1 70. I have a set of 2016 emails in which Jim Long, a former attorney and SCA Board member  
2 in 2014, responded to my questions about SCA Board foreclosure decisions in 2014 that confirm  
3 that the Boar carved out an exception to the normal standard operating procedures when it came  
4 to foreclosures because that's how Red Rock and FSR told them it had to be done.

5  
6 71. These emails make it clear that RRFS convinced very smart Board members that it was  
7 their fiduciary duty, and a requirement of some unknown NRS 116 provision to keep strictly  
8 confidential everything the Board did related to foreclosure of any particular property.

9  
10 72. Since 2016 I have hundreds of pages of documents showing my repeated attempts to get  
11 the Board to see the huge adverse consequences of letting debt collectors essentially steal  
12 people's houses without notice.

13 73. All these attempts have been rebuffed on the advice of counsel.

14 74. Judicial notice is requested that SCA's counsel Clarkson is also the SCA debt collector.

15 75. SCA has had four debt collectors and every one of them has had serious conflicts of  
16 interest.

17  
18 76. In terms of this case, the managing agent holds the NRS 649 debt collection license d/b/a  
19 Red Rock Financial.

20 77. show that all the foreclosure sale allegedly "publicly noticed even though had the Board  
21 approved these in duly-called meetings, the Board is required to make the minutes available to  
22 all owners.

23  
24 78. This insistence on complete opacity enables the debt collector to usurp the authority of  
25 the Board and to fraudulently conceal how much money its' making wielding the Board's power  
26 and authority is one small example of how the attorney is conspiring with the debt collectors to  
27 continue without detection abusive collection practices (unnecessary foreclosures without  
28

1 notice, failure to provide mandated due process, retaliation against owners who complain) and  
2 outright theft (unauthorized, unearned and excessive fees as well as failure to distribute the  
3 proceeds from the sales).

4  
5 79. Note that SCA disclosures stopped at SCA000643, and there were no SCA000644  
6 through 654.

7 80. On March 14, 2014, I reported the irregularities and misconduct of counsels in this case  
8 and in the whole HOA foreclosure racket in Nevada to the Nevada Attorney General.

9 81. I included the complaint as an exhibit to my 4/11/19 Opposition to Nationstar's Motion  
10 for Summary Judgment against Jimijack and my counter-motion for summary judgment against  
11 Jimijack in case 2-2019.  
12

13 **The sale is void as it occurred after rejected assessment payments**

14 Red Rock's refusal of three assessment payments that cured the delinquency, paid authorized late  
15 fees or paid above the super-priority amount invalidated the HOA foreclosure in its entirety.

- 16 1. Check 143 "\$300 for HOA dues" cured the delinquency and paid authorized late fees  
17 through September 30, 2012
- 18 2. Miles Bauer tendered \$825 on May 9, 2013 when \$825 for nine months assessment was  
19 delinquent as of April 30, 2013; the refused \$825 covered the assessments due and  
20 owing for the period from 10/1/12 through 6/30/13.
- 21 3. On June 5, 2014 Leidy forwarded to Red Rock, NSM negotiator Duran's May 28, 2014  
22 messaged that NSM would pay \$1,100 max to the HOA.
- 23 4. Red Rock's refused to accept NSM's offer of one year of assessments needed to close  
24 escrow on MZK's \$350,000 winning bid,(plus \$17,500 buyer's premium) that was  
25 accepted by Tobin on 5/8/14 as the high bid on the [www.auction.com](http://www.auction.com) sale.
- 26 5. Red Rock gave no notice that it rejected these assessment payments to the Board, to the  
27 owner, to the listing agent, the Title Company.
- 28 6. I did not receive any of the notices in SCA000176-643 that Red Rock claims were sent

AA 001990

MINV0069

- 1           except those that I forwarded to BANA, Proudift, or Leidy.
- 2           7. I received no notice whatsoever of anything from Red Rock after the 2/12/4 notice of the
- 3           3/7/14 sale that did not happen.
- 4           8. There are no proofs of service in SCA000176-643 or in RRFS0001-000425 that support
- 5           Red Rock's claims to have provided notice.

6           **Declaration on Sun City Anthem's misrepresentation of SCA's duty to Nona Tobin**

- 7           1. SCA CC&Rs define the SCA Board as a "Bound Party" as is Nona as an individual.
- 8           2. SCA CC&Rs require "Bound parties" to abide by CC&Rs XVI Limits on Litigation
- 9           3. SCA never answered Tobin's 2/1/17 complaint on its merits.
- 10          4. SCA attorney Ochoa filed a non-responsive answer to Tobin's 2/1/17 complaint 14
- 11          months past the EDCR deadline, on April 20, 2018.
- 12          5. SCA attorney never responded to the March 3, 2017 motion to void the sale on its
- 13          merits and got the new counsel of record to withdraw it and it was never dealt with on its
- 14          merits
- 15          6. SCA attorney knowingly misrepresented to the Court that the unverified,
- 16          uncorroborated Red Rock foreclosure file (SCA00176-SCA 000643) was SCA's official
- 17          undisputed record of a) notices provided to Tobin, b) Board approval to pot the property for
- 18          sale, all accounting for assessments, and how and when the proceeds of the sale were
- 19          distributed)
- 20          7. SCA never denied any of the substance of Tobin's motion to void the sale
- 21          8. SCA misrepresented the court record so as to diminish Tobin's ability to speak for
- 22          herself and to get substantial evidence the contradicted Ochoa's oral arguments out of the
- 23          court's consideration.
- 24          9. Ochoa filed an unwarranted MSJ which would gain nothing for the HOA that Nona
- 25
- 26
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1 hadn't offered to give in March 2017 without litigation

2 10. Ochoa has disrupted the court's ability to fairly adjudicate a title dispute that SCA  
3 owed a duty to Tobin to be at least neutral.

4 11. David Ochoa concealed the April 27, 2012 Red Rock contract in discovery and  
5 disclosed the 2007 contract that has an indemnity clause that is favorable to Red Rock and  
6 unfavorable to SCA owners and to the Association as a whole.

7 12. David Ochoa concealed all SCA records requested by Nona's ROGs and RFDs.

8 13. Nona made an effort to make SCA's 3/22/17 motion to dismiss for no attorney moot,  
9 Nona informed David Ochoa on 3/27/17 that she had transferred the title into her name so  
10 his motion to force her to have an attorney was moot.  
11

12 "Also, your motion to force me to get an attorney, besides having already  
13 been adjudicated, is now moot.  
14

15 Steve Hansen has signed a declaration disclaiming any interest in the  
16 property or in the Gordon B. Hansen Trust. Therefore, as the Trustee and  
17 sole beneficiary, I am executing a quit claim deed to the property to transfer  
it from the Gordon B. Hansen Trust to myself as an individual."

18 14. See court minutes for March 28 2017 to see how David Ochoa works in conjunction with  
19 speculators and debt collectors to the detriment of an SCA owner who is trying to get an issue  
20 resolved by ADR and Ochoa and attorney for the alleged purchaser prevented Nona Tobin  
21 from getting a requested EDCR 2.51 conference

22 15. I had requested the conference to try to get the issue resolved before I was elected to the SCA  
23 Board in May 2017, but SCA attorneys prevented it being resolved amicably in 2017 and then  
24 declared my elected board set vacant on August 24, 2017, and me permanently ineligible to  
25 sit on the Board as long as this case could still be appealed.

26 Upon Court's inquiry, both Mr. Medrala and Ms. Ochoa state **a settlement**  
27 **conference would not be helpful at this time.** COURT ORDERED, matter  
28 CONTINUED to 4/ 27 /17 at 9:30 am.

1 16. Court minutes from 4/27/17 SCA show 3/22/17 motion to dismiss for not having an  
2 attorney was DENIED as to Nona an individual but Ochoa never entered an order and did  
3 not inform the Court of this when she inquired as to the history of Nona in the case as an  
4 individual.  
5

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

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

13 17. Court minutes from 5/25/17 dismissed all individual and trust claims to go to NRS  
14 38.310 mediation except quiet title – no ruling was ever entered on the issue of Tobin as  
15 trustee of a trust with only a single member and single beneficiary being ordered to have an  
16 attorney and the requirement was already denied on 4/27/17 as to Nona.

17 18. All of this could have been avoided if SCA attorneys had allowed Nona' and  
18 the SCA Board to meet and confer in good faith, investigate the true facts and may  
19 an amicable resolution in 2017.

20 STATUS CHECK: CORPORATE COUNSEL (GORDON B. HANSEN TRUST)  
21 SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION TO DISMISS  
22 NORA TOBIN, AN INDIVIDUAL AND TRUSTEE OF THE GORDON B.  
23 HANSEN TRUST' S CROSS-CLAIM

24 Court noted corporate counsel filed a Notice of Appearance. Upon Court's inquiry  
25 regarding status of case, Mr. Coppedge spoke with Mr. Ochoa yesterday and has  
26 reread the motions. Mr. Coppedge concurs with the Motion to Dismiss, until time  
27 for mediation, that all claims for relief and cross claims, except for quiet title be  
28 dismissed without prejudice. Mr. Coppedge stated he was inclined to file an  
amended cross claim to resolve any issues. Colloquy regarding procedural history  
of the case. Mr. Ochoa stated they have no claim to quiet title; therefore, that claim  
should not keep them in the case pending NRED mediation. Court stated its  
inclination. Colloquy. As to Nona Tobin's countermotion to void the sale, Mr.  
Coppedge WITHDREW motion without prejudice. Mr. Ochoa stated she filed two

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countermotions. COURT ORDERED, GRANTED IN PART, DENIED IN PART. COURT ORDERED, countermotions filed March 3 and March 31 WITHDRAWN WITHOUT PREJUDICE, at the request of counsel. COURT ORDERED, Motion to Dismiss GRANTED, pursuant to stipulation of parties to all claims other than quiet title; DENIED WITHOUT PREJUDICE with regards to the quiet title claim. The Court takes no position on the propriety of any actions that may have happened after the crossclaim.

19. SCA attorneys have abridged my rights as an individual owner to use ADR to resolve disputes, and then they have interpreted NRS 116.31034 in a convoluted way so to justify retaliating against me when I exercised the only option left open – civil action.

NRS 116.4117 gives a unit owner the right to file a civil action against the association

**NRS 116.4117 Effect of violations on rights of action; civil action for damages for failure or refusal to comply with provisions of chapter or governing documents; members of executive board not personally liable to victims of crimes; circumstances under which punitive damages may be awarded; attorney’s fees.**

1. Subject to the requirements set forth in subsection 2, if a declarant, community manager or any other person subject to this chapter fails to comply with any of its provisions or any provision of the declaration or bylaws, any person or class of persons suffering actual damages from the failure to comply may bring a civil action for damages or other appropriate relief.

2. Subject to the requirements set forth in [NRS 38.310](#) and except as otherwise provided in [NRS 116.3111](#), a civil action for damages or other appropriate relief for a failure or refusal to comply with any provision of this chapter or the governing documents of an association may be brought:

- (a) By the association against:
  - (1) A declarant;
  - (2) A community manager; or
  - (3) A unit’s owner.

**(b) By a unit’s owner against:  
(1) The association;**

By exercising this right, I have been severely harassed and retaliated against by SCA attorneys, including removing me from my elected board set without a removal election and declaring me ineligible until all appeals have been exhausted

The court also received notice of the change of Nona’s title in a Pro Se pleading dated April 4, 2017

1 The instant motion has been necessitated to correct errors precipitated by attorney misconduct  
2 and misrepresentations and errors introduced by opposing counsels who deceived the Court by  
3 acting in bad faith, with the obvious

4  
5 "intention to take advantage of the opposing party, interfere with judicial  
6 decision-making, or otherwise manipulate the legal process." TCI Group, 244  
7 *F.3d at 697*

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

10 20. On February 5 2019 SCA filed a completely unwarranted MSJ that provided less benefit  
11 to SCA or the SCA membership that was in my March 2017 offer that Ochoa rejected  
12 unilaterally without telling the SCA Board or asking for BOD approval as required by SCA  
13 CC&Rs and bylaws.

14 21. Ochoa's MSJ, defended Red Rock when he had to know that large portions of that file  
15 were deliberately deceptive and provably false.

16 22. The 2/5/19 MSJ was unwarranted and done for an improper purpose. Nona Tobin, the  
17 individual, is using this declaration and this motion to intervene to serve notice of her intent in  
18 21-days to move for Rule 11(b)(1)(3) sanctions against David Ochoa and Lipson Neilson

19 23. I encourage the court to require the attorneys in this case to speak to the Court only under  
20 oath.

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

23 25. This places Nona Tobin, an individual in the boxed in position of being severely  
24 impacted by an order that she cannot appeal because it is not against her as an individual. The  
25 same is true of the trial order.  
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26. Nona Tobin was prevented from speaking for herself and the Court adopted an outrageously false set of “undisputed facts” that practically gifts the quiet title fight between Tobin and Jimijack to Jimijack.

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

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

29. SCA never investigated and never answered Tobin’s claims on their merits. SCA did not challenge the Ombudsman Notice of Sale records. Without warning, SCA presented the unverified, uncorroborated Red Rock Foreclosure file would be presented to the court as SCA’s official record instead of Board agendas, minutes, resident transaction report, SCA compliance enforcement records or any did not answer Tobin’s 2/1/17 complaint within 20 days as EDCR requires.

30. SCA’s 4/20/18 answer was 14 months late, did not refute Tobin’s facts substantively.

31. CC&Rs XVI required ADR was not provided.

32. SCA did not participate in good faith in NRS 38 mediation.

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

1 34. SCA files the unwarranted, unnecessary MSJ based on no admissible verified evidence,  
2 that, when granted, prevented the court from hearing Tobin's evidence and virtually guarantee  
3 she loses the house that he forced her to spend three years and \$40,000 to try to get back.  
4

5 **Declaration regarding the case procedural history**

6 1. The Gordon B. Hansen Trust (Herein "*GBH Trust*") Trust was the owner of the Subject  
7 Property until title was taken as the result of the August 15, 2014 foreclosure sale that is the  
8 center of the dispute in case A-15-720032-C, originally Jimijack Irrevocable Trust vs. Sun City  
9 Anthem and Bank of America (BANA). Jimijack inexplicably never served Sun City Anthem  
10 and, equally inexplicably, did not name Wells Fargo (WF) or Nationstar (NSM) in its June 16,  
11 2015 complaint. NSM

12 2. On December 1, 2014 NSM recorded that NSM had BANA's power of attorney, to assign  
13 the BANA's beneficial interest of the disputed Western Thrift Deed of Trust (DOT) to itself.

14 3. Jimijack also did not sue WF that held all of BANA's interest, if any, in the DOT, effective  
15 August 21, 2014, and recorded on September 9, 2014.

16 4. These inconvenient truths were ignored throughout the three years of unwarranted filings  
17 by NSM and SCA to get rid of Nona Tobin, in whatever role.

18 5. Multiple efforts to "reform the caption" were made without any input from Nona Tobin,  
19 who had been silenced along the way, by the errors, omissions and deliberate misrepresentations  
20 made by all the attorneys who have made appearances in the case.

21 6. The previous Orders of this Court that have been **ignored** to Tobin's detriment and only  
22 provided benefit to Jimijack and NSM should be noted:

23 7. 10/16/15 Entry of the order of default judgment against BANA **and its assignees**

24 8. 6/8/17 Entry of order denying NSM's motion to set aside the 10/16/15 default judgment  
25 and the motion to substitute NSM for BANA as the real party in interest. The only portion of  
26 NSM's that was granted was to intervene on Jimijack's closed case.

27 9. Judicial notice is requested of the fact that NSM filed its quiet title complaint against  
28 Opportunity Homes on 1/11/16, after Opportunity Homes recorded on 6/9/15 that it had  
transferred its title interest to F. Bondurant LLC , and , a few minutes later, Jimijack's only

AA 001997

1 recorded ownership claim, albeit fraudulently executed and inadmissible, was also recorded on  
2 6/9/15.

3 10. That neither Jimijack nor NSM filed claims against each other in the first instance when  
4 the other was the titleholder of record and neither have filed claims against SCA is significant.  
5 As is the fact that SCA and NSM have ganged up on Tobin and filed multiple unwarranted  
6 motions, oppositions, and joinders to hurt Tobin and help Jimijack.

7 11. The court ordered that the caption was to be reformed so that going into the June 5 trial,  
8 the only party with claims to adjudicate was the Gordon B. Hansen Trust, Nona Tobin Trustee,  
9 claimant, counter-claimant vs. Jimijack Irrevocable Trust, Joel and Sandra Stokes, Trustees,  
10 counter defendant and Yuen K. Lee, an individual, and F. Bondurant, LLC.

11 12. Nona Tobin, an individual, was sanctioned on April 23 2019 pursuant to rule 11a for filing  
12 a NOTA as a Pro Se on April 9 before counsel of record filed his consent to withdraw in the  
13 proper format. The sanction was a court order to strike her six April 2109 filings as a Pro Se that  
14 included an

- 15 a. 4/12/19 Opposition to NSM's 3/21/19 MSJ against Jimijack (filed dismissing unjust  
16 enrichment claim instead of filing a default anytime after Jimijack failed to respond to  
17 NSM's 2016 AACC) and a countermotion for summary judgment against Jimijack with  
18 exhibits totaling 245 pages, that included attorney general complaint 2-2019, filed on  
19 3/14/19 and served on respondent NSM
- 20 b. 4/17/19 RPLY in support of MSJ against Jimijack with exhibits totaling 621 pages,
- 21 c. Notice of Completion of Mediation, that included a four-page listing of all the harassment  
22 and unwarranted actions SCA has taken against Nona Tobin, as an individual, for being a  
23 party to this quiet title litigation that she is only in because the attorneys did not allow the  
24 SCA Board and Nona Tobin engage in ADR in 2017 to settle her claims without litigation  
25 and SCA has never investigated nor answered Tobin's claims on their merits and has  
26 concealed and misrepresented SCA's official records to the Court.
- 27 d. 4/24/19 motion to vacate the SCA MSJ and the NSM joinder for insufficient evidence per  
28 rule 59 and for fraud on the court rule 60.

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

*Dated the \_\_\_\_\_ day of June 2019,*

\_\_\_\_\_  
*Nona Tobin*

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

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

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

14 **Plaintiffs,**

15 **vs.**

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

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

20 **Vs.**

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

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

26 **Cross-Claimant,**

27 **vs.**

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

36 **Cross-Defendant.**

**Case No.: A-15-720032-C**

**Consolidated with: A-16-730078-C**

**Department: XXXI**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 (6) any other reason that justifies relief.

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

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

**A. Facts listed in Findings of Fact are Disputed**

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

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

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

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

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

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

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

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

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

24

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

3 17. See Exhibit for a summary of evidence entered into the case to support pending motions.  
4

5 **C. Per rule 56(d) Tobin petitions court to admit authenticated records previously**  
6 **excluded**

7 18. The Ombudsman Compliance Screen, excluded and deemed inadmissible at the March  
8 26 hearing was authenticated on 4/15/19 by Terralyn Lewis (fka Thompson), Administration  
9 Section Manager, and is provided herein.

10 19. The compliance screen is the Ombudsman's contemporaneous log of letters, notices, and  
11 deeds submitted to the State of Nevada Real Estate Division for any HOA foreclosure.

12 20. The Ombudsman Compliance Screen authenticated provides the only official record  
13 available to the public documenting the notice of sale process and foreclosure of 2763 White  
14 Sage.

15 21. Per the NRED Records Retention schedule, the physical records submitted are securely  
16 destroyed after one year so none of these 2014 physical documents have survived to the present.

17 22. The Ombudsman is required to maintain the database of all records, including notices of  
18 sale and HOA foreclosure deeds that were submitted to the Ombudsman for HOA foreclosure  
19 that occurred between 2009-2014 as required by NRS (2013)116.311635 and  
20 NRS116.31164(3)(b) which is the source of the document submitted to the Court.

21 **D. SCA waived its objection to the admissibility of the Ombudsman's Compliance**  
22 **Record by failing to object to it for nearly three years**

23 23. Tobin obtained the Ombudsman Compliance Screen from Terralyn Thompson (now  
24 Lewis) on May 26, 2016 pursuant to a public records request.

1 24. Tobin first presented it to SCA in 2016 and used it as the basis of her February 1, 2017  
2 complaint.

3 25. SCA did not file an answer to Tobin's 2017 complaint until April 20, 2018, and did not  
4 answer specifically or object to the Ombudsman compliance screen.

5 26. SCA had never challenged the authenticity of TOBIN00080, the Ombudsman's Notice  
6 of Sale Compliance Screen, which was included with in Tobin's 8/20/18 Statement Disputed  
7 Issues submitted with her NRS 38 claim for mediation and in Tobin pleadings and disclosures  
8 filed into this case on 2/1/17, 3/3/17, 4/10/17, 7/13/18, 11/30/18, 2/27/19 and 3/5/19.

9 **E. Per rule 56(c)(2) Tobin raises an objection to SCA's allegations are not supported**  
10 **by admissible evidence**

11 **NRCP 56(c)(2) Objection That a Fact Is Not Supported by Admissible**  
12 **Evidence.** A party may object that the material cited to support or dispute  
13 a fact cannot be presented in a form that would be admissible in evidence.

14 **F. Sun City Anthem evidence does not meet the Rule 56 (c)(4) standard re supporting**  
**factual positions**

15 (4) **Affidavits or Declarations.** An affidavit or declaration used to support or  
16 oppose a motion must be made on personal knowledge, set out facts that would  
17 be admissible in evidence, and show that the affiant or declarant is competent  
18 to testify on the matters stated.

19 **NRS 47.190 Determination on evidence of basic facts.** When a  
20 presumption is made conclusive by statute or no direct evidence is  
21 introduced contrary to the existence of the presumed fact, the question of  
22 the existence of the presumed fact depends upon the existence of the basic  
23 facts and is determined as follows:

24 1. If reasonable minds would necessarily agree that the evidence  
renders the existence of the basic facts more probable than not, the judge  
shall direct the jury to find in favor of the existence of the presumed fact.

2. If reasonable minds would necessarily agree that the evidence does  
not render the existence of the basic facts more probable than not, the judge  
shall direct the jury to find against the existence of the presumed fact.

1 27. SCA’s evidence should be viewed with suspicion as it is based entirely on the unverified,  
2 uncertified testimony of the debt collector.

3 28. SCA attorneys have withheld, concealed, or misrepresented all evidence that refutes the  
4 Red Rock version of reality, including SCA’s official records.

5 29. Tobin objects to SCA000176-SCA000643 Red Rock Foreclosure File being entered as  
6 SCA’s official record and used as evidence of “undisputed facts” .

7 30. Tobin has proffered substantial certified and sworn evidence to refute the many  
8 misrepresentations and outright falsifications that are contained in SCA000176-SCA000643  
9 Red Rock Foreclosure File that has not been fully presented to the Court due to errors and  
10 omissions by the Counsel of Record.

11 31. The Court has SCA attorneys misrepresentation of the RRFS file as the SCA official  
12 record is comparable to a cop letting his criminal buddy write the police report that exonerated  
13 him so no other cop could investigate the crime.

14 32. SCA Board meeting agendas and minutes, conforming to statutes and certified by the  
15 secretary of the Board as accurate and complete, and mandated accessible to all owners, are the  
16 ONLY OFFICIAL RECORD of the corporate acts of the Board.

17 33. “SCA000176- SCA000643, the Red Rock Foreclosure file” was filed into this case by  
18 the SCA attorneys, without corroboration, verification or certification as SCA’s official, and  
19 only, record of actions leading up to the sale.

20 34. SCA attorney Ochoa has presented to the Court the RRFS Foreclosure file and  
21 deceptively characterized it as the official record of SCA Board action.

22 35. Sun City Anthem did not present to the Court ANY sworn affidavits or declarations made  
23 under penalty of perjury to support the allegations, erroneously called undisputed facts, in the  
24 4/17/19 Order.

1 36. The only evidence SCA presented to the court purporting to establish facts asserted to  
2 justify the motion for summary judgment was SCA000176-SCA000643 “Red Rock  
3 Foreclosure File” without any authentication of the veracity or accuracy of the record that told  
4 only RRFs’ version of events.

5 37. The SCA evidence used to support the motion for summary judgment is insufficient to  
6 meet the rule 56(c)(4) standard as there were no affidavits by any independent person that  
7 established its veracity.

8 38. SCA attorney Ochoa withheld in discovery SCA official records that were requested by  
9 Tobin.

10 39. SCA attorney Ochoa withheld from the Court ALL SCA’s official certified records.

11 40. SCA attorney Ochoa misrepresented RRFs’s unverified foreclosure file to the Court as  
12 if was legitimately the SCA official record and the only record the Court needed to consider.

13 41. SCA000176-SCA000643 is the “Red Rock Foreclosure File”, it is not in any legal way  
14 the official record of SCA Board action.

15 42. SCA000176-SCA000643 Red Rock Foreclosure File” is unverified, uncorroborated by  
16 any independent source, and is without legal authority to be characterized as SCA’s official  
17 record.

18 43. SCA000176-SCA000643 Red Rock Foreclosure File” is contradicted by SCA’s actual  
19 official records, i.e., SCA Board agendas and minutes, certified by the SCA Board President  
20 and Secretary as accurate and complete.

21 44. SCA attorney has repeatedly blocked Tobin from acquiring or presenting to the Court,  
22 present the SCA official record to the Court to show that the Red Rock Foreclosure file is  
23 refused production of these documents in  
24

1 45. SCA's official ownership record, the Resident Transaction Report, and the SCA Board  
2 agendas and minutes were withheld in discovery.

3 46. SCA attorney Ochoa did not present to the court any authenticated or certified SCA  
4 Board minutes as evidence of SCA Board decisions and actions leading up to the foreclosure  
5 sale .

6 47. SCA attorneys, without any legal authority, put SCA Board's imprimatur on the words  
7 and acts of Red Rock Financial Services, and represented it to the Court as SCA's official record  
8 of the Board actions leading up to the foreclosure.

9 48. This misrepresentation, and failure to disclose, effectively allowed Red Rock Financial  
10 Services to create a version of reality for the Court's eyes that is contradicted by the SCA official  
11 records.

12 49. SCA attorneys have withheld in discovery SCA's actual official records of this sale and  
13 other SCA foreclosures.

14 50. SCA's response to Tobin's Request for Production was to conceal and misrepresent the  
15 evidence that there are no SCA Board minutes that document any SCA Board motion, second,  
16 or vote to authorize the sale of 2763 White Sage.

17 51. SCA attorney falsely claimed in the response to Tobin's demand for production that  
18 SCA000644-SCA000654 contained Board Meeting Minutes that documented the Board's  
19 authorization of the sale.

20 52. This is false because SCA's disclosures ended on SCA000643.

21 53. SCA000644-SCA000654 were not disclosed or presented to the Court.

22 54. SCA has placed nothing into evidence, no certified official SCA record that corroborates  
23 SCA000176-SCA000643 Red Rock Foreclosure File.

24

1 55. SCA attorneys' duplicity, covering up the wrongdoing of Red Rock Financial Services,  
2 and falsely accusing Tobin of unclean hands is presented herein as grounds for vacating the  
3 order pursuant to NRCP 60 (b)(3).

4  
5 **G. NSM evidence does not meet the Rule 56 (c)(4) standard re supporting factual**  
6 **positions**

7 (4) **Affidavits or Declarations.** An affidavit or declaration used to support or  
8 oppose a motion must be made on personal knowledge, set out facts that would  
be admissible in evidence, and show that the affiant or declarant is competent  
to testify on the matters stated.

9 **56. NSM's Joinder p. 3, lines 4-7 states**

10 "adopt(ed) the (SCA's) statement of undisputed material facts, arguments,  
11 and legal authority... to the extent they establish the absence of a genuine  
12 issue of material fact"

13 57. NSM did not proffer any affidavit, declaration, or any other evidence to establish NSM  
14 had any specific knowledge to support the NSM claim that '*the HOA conducted a proper*  
*foreclosure*'.

15 58. Tobin has submitted sworn affidavits and declarations based on personal knowledge that  
16 SCA did not provide her the notice and due process mandated by the SCA CC&Rs.

17 59. NSM attorneys do not have any personal knowledge of SCA's actions in relation to  
18 Tobin's rights, or even what Tobin's rights are.

19 60. Tobin made a declaration, dated March 14, 2019, and filed with the Nevada Attorney  
20 General, made under penalty of perjury, to demonstrate that NSM does not have admissible  
21 evidence to establish it owns the Western Thrift deed of trust and is fraudulently using this civil  
22 action to attempt to trick the Court into granting NSM quiet title, thereby creating an ownership  
23 interest out of thin air.  
24

1 61. The Court has not required NSM to produce admissible evidence to refute Tobin’s claims  
2 that NSM has recorded false affidavits to make fraudulent claims against title and that NSM  
3 cannot establish it has standing to foreclose by meeting the anti-foreclosure fraud requirements  
4 entered into NRS 107 by AB 284 (2011).

5 **H. The entire sale is void due to SCA’s rejection of \$825 that would have cured the**  
6 **default, not just the super-priority portion**

7 62. NSM did not proffer any evidence to establish or provide any citations to support NSM’s  
8 distinction it made to assert that “the HOA conducted a proper foreclosure of the sub-priority  
9 portion of its lien”.

10 63. SCA did not cite any authority to support its conclusion that the sale was valid to  
11 extinguish Tobin’s ownership rights for reasons NSM had no knowledge of, but the sale void  
12 and did not extinguish the deed of trust.

13 Quoting from Resources Group v. Nevada Association Services,

14 A foreclosure sale on an NRS Chapter 116 homeowners' association (HOA)  
15 lien is void if, before the sale, the owner or deed-of-trust beneficiary cures  
16 the default. Bank of Am., N.A. v. SFR Inus. Pool 1, LLC, 134 Nev., Adv.  
17 Op. 72, 427 P.3d 113, 121 (2018) ("A foreclosure sale on [an HOA] lien  
after valid tender satisfies that lien is void, as the lien is no longer in  
default.").

18 64. Even if NSM’s argument were correct, it is misleading to the Court to provide the benefit  
19 of this interpretation to NSM that has not provided any evidence it actually owns. the security  
20 interest that constitutes the super-priority portion of its lien.

21 65. The Exhibits to the 2/12/19 joinder relate solely to the undisputed fact that the HOA  
22 rejected the Miles Bauer’s 5/9/13 tender of \$825



1 75. The Court did not evaluate the entire legal framework that binds governs and binds SCA,  
2 its agents, the banks, Jimijack and Tobin in different ways.

3 **A. Tobin does not have unclean hands by virtue of a single error of memory.**

4  
5 76. SCA is justifying the surprise sale of a now-\$500,000 home for a \$2,000 debt that was  
6 guaranteed to be paid by saying that a mistake of memory bars the deceased owner's estate from  
7 relief.

8 77. SCA claimed that Tobin's mistake regarding the timing of the delivery of check 143 is  
9 evidence of "unclean hands" and that the principle of equitable estoppel bar Tobin from relief.

10 78. Tobin pleadings filed into this case on 2/1/17, 3/3/17, 4/5/17, 4/10/17 and 11/30/18 and  
11 into mediation on 8/20/18 and 11/6/18 included the statement that check 143 was delivered to  
12 the HOA on 8/17/12 with a second check 142, stamped received on 8/17/12.

13 79. SCA produced evidence that Tobin saw for the first time on 12/26/18 that check 143 was  
14 actually submitted on 10/3/12 with a letter to SCAHOA signed by Tobin that enclosed check  
15 143.

16 80. Tobin Declaration contained herein stipulates that check 143 was submitted on 10/3/12  
17 and not on 8/17/12, but that this is an insignificant failing when weighing the totally  
18 disproportionate and unfair penalty that was imposed after SCA's agents refused to let the  
19 delinquency be cured (two super-priority amounts rejected on 5/9/13 and 5/28/14 and from the  
20 owner on 10/3/12) and the banks aggressively prevented the HOA being paid assessments as  
21 Tobin intended (out of escrow opened on four market value sales).

22 81. Tobin urges the Court to weigh the abusive collection practices and unjust enrichment  
23 gained by RRFS as well as the misrepresentations and dirty tricks of SCA attorney when  
24 considering who has unclean hands.

1 82. The Declaration as well as previous pleadings and declarations filed into this case show  
2 the SCA Board has been duped into to allowing its agents to become unjustly enriched and to  
3 confiscate owners' property without notice or due process and that Tobin was provided no  
4 effective notice of anything the association was doing related to her property.

5 83. SCA Board actions were all taken in secret.

6 84. RRFS conducted the sale without notifying any party with a known interest and without  
7 giving the party with deeded property rights a chance to protect those rights by curing the trivial  
8 debt or even knowing when to go to bid on equal footing at a public sale.

9 85. A finding that equitable estoppel bars Tobin from relief is unreasonable given the facts  
10 of the case.

11 86. Tobin is an SCA homeowner who in fifteen years had only one late assessment payment  
12 which occurred on August 17, 2012.

13 87. She made a mistake in thinking she had paid the assessments for her recently deceased  
14 fiance's home at the same time, but paid those assessments immediately upon discovering that  
15 she still had the check 143, dated August 17, 2012, in the checkbook.

16 88. When she paid the assessments with the check 143 she had written 47 days earlier, she  
17 also notified the HOA that the property had been sold and that future assessments would be paid  
18 out of escrow. She did not refuse to pay as SCA attorneys have mischaracterized her words.

19 89. Then for the next two years, she was hounded and harassed by the banks, at the same  
20 time as they are blocking her ability to close escrow four times.

21 90. Meanwhile, the HOA and the debt collector decide everything they are going to do about  
22 her property in secret and never speak to her or provide any written notice whatsoever in the six  
23 months leading up to the sale.

24 91. Her property was confiscated without any notice or a chance to protect it.

1 92. When she has tried to remedy the situation, the HOA attorneys ruthlessly blocked her  
2 ability to handle this dispute without litigation, and then forced her to get an attorney which has  
3 cost her \$40,000 in addition to at least \$10,000 in other costs and had to invest three years of  
4 hard work to keep the costs going over the value of the Property.

5 93. In this civil action, all of the opposing counsels have tried every trick in the book to keep  
6 her motions from being heard on their merits, and misrepresented the facts to the court,  
7 concealing documents, making side deals, and worse.

8 94. The Court has tolerated a lot of procedural irregularities and untimely responses that have  
9 been denied to Tobin at least partially because of Trust's counsel's equally unacceptable  
10 practice of failing to timely file pleadings Tobin has drafted.

11 95. Tobin petitions the Court to consider that the necessary elements of equitable estoppel  
12 have not been met to bar Tobin from relief when it is she who has suffered a disproportionate  
13 penalty 200 times the debt owed

14 96. Tobin has made no claims for damages so SCA really doesn't have a dog in this fight.  
15 So why spend so much money to make sure Tobin's claims aren't heard?

16 97. What does SCA accomplish by this brutal attack on one of its long-standing members in  
17 good standing. It just leaves the Court with a quiet title dispute between Jimijack, who is not a  
18 bona fide purchaser for value and who does not have a recorded deed that is admissible as  
19 evidence that its claim to ownership is superior to Tobin's, and who is colluding with NSM to  
20 walk away from this deal with four years of rent profits.

21 98. If the sale is voided, Nationstar's claims against SCA are moot, and Nationstar is not  
22 prejudiced in any way, as its rights to foreclose according to NRS 107 exist exactly as they did  
23 the day before the sale. Only NSM would have to foreclose on Tobin who knows, but is not  
24 playing, their game.

1 99. So why is NSM pulling all these procedural dirty tricks to get Tobin out of the case?  
2 Simple answer. NSM has no standing to foreclose and can only get it by the magic trick of  
3 pulling the wool over the judge's eyes.

4 **Equitable estoppel standard must be equally applied.**

5  
6 100. On Page7-8

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

10 Only when these factors weigh against granting the requested equitable  
relief will the unclean hands doctrine bar that remedy.

11 101. Tobin petitions the Court to consider that both SCA and NSM were completely  
12 uncooperative in discovery and concealed records Tobin specifically requested because these  
13 records prove Tobin's case.

14 102. Item 8 on page 8 of the Order SCA asked the Court to apply this standard of unclean  
15 hands against Tobin.

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

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

23 If the parties were guilty of the conduct which the trial court found that they  
24 were, the appellant comes squarely within the rule that equity will deny it  
relief, because coming into a court of equity and asking relief after wilfully

1 concealing, withholding, and falsifying books and records, is certainly not  
2 coming in with clean hands.

3 Income Inv'rs v. Shelton, at 974-75.

4 103. Tobin petitions the court to apply this standard of unclean hands and equitable estoppel  
5 to the opposing parties.

6 **V. CONCLUSION**

7  
8 104. Tobin petitions the court to vacate the order for summary judgment against her as SCA  
9 and NSM did not meet their burden to establish that there are no disputed material facts.

10 105. Tobin petitions the court to consider the entire legal frame work applicable to this case  
11 and vacate the Order as neither SCA nor NSM are entitled to summary judgment against Tobin  
12 as a matter of law.

13 106. Tobin requests that the Court schedule to hear all pending motions, oppositions, and  
14 replies simultaneously on a date outside May 2 through 9, 2019.

15 107. Judicial notice is requested of the coversheet summarizing the contents to the exhibits to  
16 Tobin's 4/17/19 pleading

17  
18 Dated this \_\_\_\_\_ day of April, 2019.

19  
20 \_\_\_\_\_  
21 NONA TOBIN  
22 2664 Olivia Heights Avenue  
23 Henderson NV 89052  
24 Phone: (702) 465-2199  
nonatobin@gmail.com  
*Defendant-in Intervention/ Cross-Claimant*  
*In Proper Person*

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**I. TOBIN MOVES FOR SUMMARY JUDGMENT**

1. The sale did not comply with all the applicable statutes as established by the evidence Tobin provided and which SCA did not produce any credible, certified or admissible evidence to refute. SCA did not provide the notices required by NRS 116.31162(4), NRS 116.31163, NRS 116.311635, or provide a deed to the Ombudsman per NRS 116.31164(3)(b), and did not distribute the proceeds of the sale as mandated by NRS 116.31164(3)(c).
2. SCA did not provide any of the notice and due process required by NRS 116.31031 and SCA bylaws 7.4.
3. SCA acting unreasonably and prevented the delinquency from being cured on two occasions and rejected the super-priority amount twice.
4. The sale was not authorized by valid SCA Board action. The SCA Board did not take any documented vote in any duly-called Board meeting to authorize the sale. There are no minutes certified by the SCA Board President and Secretary documenting a motion, second, or vote to approve any actions taken by Red Rock Financial Services
5. vote compliant with NRS 116.31083 and NRS 16.31085, documents any Board vote to authorize the foreclosure sale of 2763 White Sage Drive.
6. As there is no SCA record that SCA foreclosed and sold the property,
7. As the sale price was commercially unreasonable, i.e., sold for \$63,100, less than 18% of the \$353,529 Real Property Transfer Tax value on the day of the sale and the \$358,800 offer on the table pending lender approval, and evidence supports a finding that the sale unfair and

1 oppressive to the estate of the deceased homeowner in favor of Jimijack, a non-bona fide purchaser  
2 with no admissible evidence to support its claim of ownership.

### 3 **II. LEGAL STANDARD**

4 8. In *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, 130 Nev., Adv. Op. 75, 334 P.3d 408  
5 (2014), court held that HOA lien is split into super-priority and sub-priority. The lien is split, and  
6 a proper foreclosure of the super-priority piece extinguishes the first deed of trust.

7 9. The Nevada Supreme Court in which unequivocally held in *Horizons at Seven Hills*  
8 *Homeowners Association v. Ikon Holdings, LLC*, that an HOA's super-priority lien does not  
9 include interest, collection costs, or other fees.

10 10. On August 11, 2016, in *Stone Hollow Avenue Trust v. Bank of America, N.A.*, the Nevada  
11 Supreme Court held that a mortgagee's tender to the HOA of the super-priority amount of the  
12 HOA's lien extinguishes the super-priority lien, *even if the HOA wrongfully rejects the tender*.

13 11. In *Nationstar Mortg., LLC v. Saticoy Bay LLC Series 2227 Shadow Canyon*“, the NV  
14 Supreme Court found on November 22, 2017, “where inadequacy of the price is great, a court may  
15 grant relief based on slight evidence of fraud, unfairness, or oppression.” price is wholly irrelevant.  
16 To the contrary, *Golden* recognized that the price/fair-market-value disparity is a relevant  
17 consideration because a wide disparity may require less evidence of fraud, unfairness, or  
18 oppression to justify setting aside the sale:

19 12. *Golden v. Tomiyasu*, 79 Nev. 503, 514, 387 P.2d 989, 995 (1963), upheld a sale with a  
20 purchase price that was 29 percent of fair market value, finding no reason to invalidate a “legally  
21 made” sale absent *actual* evidence of fraud, unfairness, or oppression. See *Golden*, 79 Nev. at 515,  
22 387 P.2d at 995 (“[I]t is universally recognized that inadequacy of price is circumstance of greater  
23 or less weight to be considered in connection with other circumstances impeaching the fairness of  
24

1 the transaction as a cause of vacating it. . . ." (emphasis added) (quoting *Odell v. Cox*, 90 P. 194,  
2 196 (Cal.1907))).

3 13. *Nationstar Mortg., LLC v. Saticoy Bay LLC Series 2227 Shadow Canyon*, 133 Nev., Adv.  
4 *Op. 91*, 405 P.3d 641, 647-48 (2017). But the greater the disparity between price and value, the  
5 less in the way of unfairness or irregularity need be shown.

6 14. *Residential Capital LLC v. Cal-W. Reconveyance Corp.*, 134 Cal. Rptr. 2d 162, 173 (Ct.  
7 *App. 2003*)("Only a properly conducted foreclosure sale, free of substantial defects in procedure,  
8 creates rights in the high bidder at the sale.").

9 15. *From Resources Group* Grant S. Nelson, Dale A. Whitman, Ann M. Burkhart & R. Wilson  
10 Freyermuth, Real Estate Finance Law § 7:21 (6th ed. 2014) (noting that a trustee's sale is void  
11 where there is no authorization to foreclose, and that there is no authorization to foreclose when  
12 the loan is not in default).

### 13 **III ARGUMENT**

14 16. It was unlawful, unfair and unreasonable for RRFS to prevent the deficiency from being  
15 cured by owner or bank payments.

16 17. SCA did not stop RRFS from adding unauthorized charges or claiming unearned and  
17 unnecessary collection fees.

18 18. The delinquency was cured by the 10/3/12 payment with check 143. It is was unjustified  
19 and unfair to put a lien on the property that same quarter where no additional late fees were  
20 authorized, demanding of \$925.76 to cover \$275 assessments and \$25 late fee was all that was due  
21 and owing.

22 19. SCA rejected the Miles Bauer tender of \$825 on May 9, 2013 when \$825 would have cured  
23 the delinquency by paying totally for the nine months assessments then past due. Only \$75 in late  
24 fees were authorized.

1 20. It would be unreasonable to claim that in was only the superiority piece when RRFS did  
2 not inform anyone of its unilateral decision to reject the tender and BANA had caused the HOA  
3 not to be paid the \$3,055.47 that would have been paid out of the escrow of the May 10, 2013  
4 Mazzeo \$395,000 purchase offer.

5 21. [\*Shadow Wood, 132 Nev., Adv. Op. 5, 366 P.3d at 1112\*](#) on January 28, 2016, the NV  
6 Supreme Court set aside a sale for equitable principles, reaffirmed its holding on the nine-month  
7 super-priority HOA lien, and held that a lender that obtains title to property is responsible for pays  
8 HOA assessments which become due after it takes title.

9 22. In Summer 2013, BANA took possession of the property but would not take the title.

10 23. This was an unfair practice because the title stayed with the Trust, but locked Tobin out.

11 24. The banks didn't pay the assessments, but they wouldn't let Tobin sell it.

12 25. BANA and Nationstar's refusal to allow the Property to be sold at fair market value is the  
13 proximate cause of the foreclosure sale.

14 26. Nationstar is barred from arguing that the SCA refusal of the Miles Bauer tender only  
15 protects the bank's interests.

16 27. Nationstar is barred from claiming it automatically assumes BANA's rights after BANA  
17 defaulted. See the Order entered June 7, 2016 in this case.

18 28. Nationstar is barred from quiet title until it proves it owns the note and has standing to  
19 foreclose independent of trying to sneak one by the judge.

20 **Sale was not authorized by official Board action**

21  
22 29. Legal analysis of NRS 116 meeting laws support a finding that there was no Board action,  
23 compliant with NRS 116.31083 and NRS 116.31085, that authorized the sale of 2763 White Sage  
24 Drive.

1 30. The way SCA approved this foreclosure would be equivalent to a judge meeting in  
2 chambers with A and, based solely on A's allegations that B owed A \$2000, the judge ruled that  
3 A could sell B's house without telling her. There was no court record, no order entered, Absent an  
4 official, compliant Board action to authorize the sale, the sale IS void or voidable.

5 **The sale of 2763 White Sage did not comply with NRS 116.31083 and NRS 116.31085**

6 31. [NRS 116.3102](#) define the powers of unit-owners' association.

7 32. [NRS 116.3102\(m\)](#) limits the association's authority to sanction an owner for an alleged  
8 violation of the governing documents by requiring the association to provide notice and due  
9 process as delineated in [NRS 116.31031](#) to the owner who may be sanctioned.

10 33. With certain exceptions defined in [NRS 116.31085](#), Board actions must occur at duly called  
11 Board meetings, compliant with the provisions of [NRS 116.31083](#), i.e.,

- 12 a. that are open to all unit owners,
- 13 b. that provide meaningful notice of the actions the Board intends to take at that  
14 meeting,
- 15 c. that provide minutes of all Board decisions made and actions taken.

16  
17 **NO NOTICE OF ANY VOTE RE 2763 WHITE SAGE ON ANY AGENDA**

18  
19 34. According to NRS 116.31083(5), meetings of an association's executive board must  
20 comply with the provisions of subsection 4 of NRS 116.3108.

21 NRS 116.3108(4) defines requirements of notice and agendas:

22 (a) A clear and complete statement of the topics scheduled to be considered  
during the meeting, ...

23 (b) A list describing the items on which action may be taken and clearly denoting  
that action may be taken on those items. In an emergency, the units' owners may take  
24 action on an item which is not listed on the agenda as an item on which action may  
be taken.

1 (c) A period devoted to comments by units' owners regarding any matter affecting  
2 the common-interest community or the association and discussion of those  
3 comments. Except in emergencies, no action may be taken upon a matter raised under  
4 this item of the agenda until the matter itself has been specifically included on an  
5 agenda as an item upon which action may be taken pursuant to paragraph (b).

6 **NO CERTIFIED BOARD MINUTES DOCUMENT ANY VOTE TO SELL**

7 35. NRS (2013) 116.31083 (8) (10) require the Board to maintain "*the minutes of each*  
8 *meeting of the executive board until the common-interest community is terminated.*" that  
9 include the following specific information:

10 8. Except as otherwise provided in subsection 9 (Section 9 allows the Board to  
11 "establish reasonable limitations on materials, remarks or other information to be  
12 included in the minutes of its meetings.") and NRS 116.31085, the minutes of each  
13 meeting of the executive board must include:

- 14 (a) The date, time and place of the meeting;
- 15 (b) Those members of the executive board who were present and those members  
16 who were absent at the meeting;
- 17 (c) The substance of all matters proposed, discussed or decided at the meeting;
- 18 (d) A record of each member s vote on any matter decided by vote at the meeting;  
19 and
- 20 (e) The substance of remarks made by any unit s owner who addresses the executive  
21 board at the meeting if the unit s owner requests that the minutes reflect his or her  
22 remarks or, if the unit s owner has prepared written remarks, a copy of his or her  
23 prepared remarks if the unit s owner submits a copy for inclusion.

24 **IT IS IMPERMISSIBLE TO SANCTION AN OWNER IN A CLOSED MEETING.**

36. The decision to foreclose on 2763 White Sage was made in a closed session which was not  
permissible under the terms of NRS 16.31085 (3) (4).

37. There are no minutes of any SCA Board meeting that document the owner being offered  
an opportunity for an open hearing or the Board providing the due process or any hearing prior to  
the sale of 2763 White Sage Drive.

1 **38.** [NRS 116.31085](#) (3) defines the only permissible topics of discussion and actions the Board  
2 is authorized to take in an executive session closed to owners

3 NRS 116.31085 (3)

4 3. An executive board may meet in executive session only to:

5 (a) Consult with the attorney for the association on matters relating to proposed  
6 or pending litigation if the contents of the discussion would otherwise be governed  
7 by the privilege set forth in [NRS 49.035](#) to [49.115](#), inclusive.

8 (b) Discuss the character, alleged misconduct, professional competence, or  
9 physical or mental health of a community manager or an employee of the  
10 association.

11 **(c) Except as otherwise provided in subsection 4, discuss a violation of the  
12 governing documents, including, without limitation, the failure to pay an  
13 assessment.**

14 (d) Discuss the alleged failure of a unit's owner to adhere to a schedule required  
15 pursuant to [NRS 116.310305](#) if the alleged failure may subject the unit's owner to  
16 a construction penalty.

17 **39.** Whereas NRS 116.31085(3)(c) only authorizes the Board to “**discuss**” alleged violations  
18 of the governing documents in executive session, NRS 116.31085(4) only permits Board action to  
19 sanction an owner for an alleged violation in closed session when it holds a hearing at which the  
20 owner can present a defense to dissuade the Board from imposing a sanction for an alleged  
21 violation.

22 NRS 116.31085(4)

23 4. An executive board shall meet in executive session to hold a hearing  
24 on an alleged violation of the governing documents unless the person who may  
be sanctioned for the alleged violation requests in writing that an open hearing  
be conducted by the executive board. If the person who may be sanctioned for  
the alleged violation requests in writing that an open hearing be conducted, the  
person:

(a) Is entitled to attend all portions of the hearing related to the alleged  
violation, including, without limitation, the presentation of evidence and the  
testimony of witnesses;

(b) Is entitled to due process, as set forth in the standards adopted by  
regulation by the Commission, which must include, without limitation, the  
right to counsel, the right to present witnesses and the right to present  
information relating to any conflict of interest of any member of the hearing  
panel; and

(c) Is not entitled to attend the deliberations of the executive board.

1 40. NRS 116.31085(6) requires the Board to report its actions taken in closed session in the  
2 regular Board minutes.

3 6. Except as otherwise provided in this subsection, any matter discussed by the  
4 executive board when it meets in executive session must be generally noted in the  
minutes of the meeting of the executive board.

5 41. NRS 116.31085 (6) also defines a sanctioned owner's right to receive minutes of any closed  
6 meeting at which the Board took action to sanction an owner for an alleged violation pursuant to  
7 a hearing.

8 The executive board shall maintain minutes of any decision made pursuant to  
9 subsection 4 concerning an alleged violation and, upon request, provide a copy  
10 of the decision to the person who was subject to being sanctioned at the hearing  
or to the person's designated representative.

11 42. SCA refused to provide minutes as required by NRS 116.31085(6) to document a decision  
12 to foreclose was made pursuant to a hearing.

13 43. The fact that SCA Board did not provide notice of its intent to authorize the foreclosure of  
14 2763 White Sage, nor offer the owner an opportunity for an open hearing, nor hold a hearing that  
15 provided the owner with the mandated due process is evidenced by CAM Lori Martin's June 1,  
16 2016 email refusing Tobin's request for minutes of any meeting at which the BOD took action to  
foreclose:

17 "Your request for the "minutes where actions leading to foreclosure for delinquent  
18 assessment(s) was approved for 2763 White Sage" cannot be fulfilled since those  
19 minutes are Executive Session minutes and not privy to the anyone except the  
20 Board. The only time Executive Session minutes are released to a homeowner is if  
a hearing was held and then, only that portion of the meeting minutes is provided."

## 21 **UNDISPUTED FACTS**

22 44. Minutes of all 2014 Board meetings are available to all SCA members by law, but SCA  
23 withheld them in discovery.

24 45. [SCA 315](#) was the only evidence proffered of Board action to authorize the sale of 2763

1 White Sage Drive on March 7, 2014.

2 46. SCA 315 alleges that Jean Capillupo, Board member, signed on February 27, 2014 a  
3 statement on RRFS letterhead, dated February 14, 2014,

4 “The Board of Directors of Sun City Anthem Community Association  
5 approves that Red Rock Financial Services is to proceed with the foreclosure  
6 of the property address 2763 White Sage Dr., Henderson NV 89052 on  
7 March 7, 2014 at 10:00 AM pursuant to this authorization and the conditions  
8 set forth in the Permission for Publication of Foreclosure Sale and Authority  
9 to Conduct Foreclosure Sale.”

10 47. SCA 315 also includes a note, handwritten by an unknown author, that stated

11 “approved  
12 12/5  
13 R05-120513”

14 48. Item R05 – 120513 on page 2 did not authorize the sale of 2763 White Sage Drive.

15 49. SCA Board [minutes of the December 5, 2013 Board meeting](#) Item R05 – 120513 reads

16 “(R05-120513) **UPON motion duly made by Dan Forgeron and Jim Mayfield,**  
17 **the Board unanimously voted to refer the bids to the Reserve Study group for**  
18 **analysis and recommendation presented at the January 23, 2014 regular Board**  
19 **meeting.”**

20 50. There are no agendas or minutes of any Board meeting held between December 5, 2013  
21 and December 31, 2014 that document SCA Board authorization to sell the property on March 7,  
22 2014 or on any other date.

23 51. SCA sold the property without notice to any party with a known interest, i.e., the owner,  
24 the servicing bank, or the bona fide purchaser with a \$358,800 offer pending lender approval,

108. SCA sanctioned the owner of 2763 White Sage with foreclosure, but did not provide the  
notice or hearing and opportunity to defend delineated in NRS 116.31085 and NRS 116.31031.

109. The motion to vacate herein requests that the Court admit the official Nevada State record  
as it is now authenticated, and exclude SCA000176-SCA000643, as uncertified and unverified.

1 110. The Ombudsman’s official record reports that the following specific actions or omissions  
2 were in violation of the NRS 116.31162-NRS 116.31164 Notice of Sale process

- 3
- 4 a. The 2/12/14 Notice of Sale was cancelled on 5/15/14.
  - 5 b. The 5/15/14 Trustee sale was cancelled.
  - 6 c. There was no notice of sale in effect when the 8/15/14 sale took place.
  - 7 d. SCA did not provide any notice to the Ombudsman that the sale had occurred.
  - 8 e. SCA did not submit a foreclosure deed within 30 days after the sale (or ever) as required  
9 by NRS 116.31164(3)(b)(2013).

10 111. SCA’s agent unilaterally rejected a tender from BANA of \$825, nine months of  
11 assessments then delinquent, on or about May 9, 2013 without crediting the Property account  
12 with \$825 of paid assessments.

13 112. NRS 116A.640(9) makes it unlawful for an HOA to

14 “refuse to accept from a unit’s owner payment of any assessment, fine, fee  
15 or other charge that is due because there is an outstanding payment due.”

16 113. RRFs did not inform the Board or Tobin of its unilateral decision to continue the  
17 unnecessary and unauthorized accumulation of “fines” misnamed as collection fees.

18 114. SCA’s agent RRFs, on May 28, 2014, RRFs unilaterally rejected it when [Nationstar](#)  
19 [offered \\$1,100](#), an amount equivalent to one year of assessments.

20 **VI. CONCLUSION**

21 115. Based on the foregoing, Defendant-in-Intervention/Counterdefendant, Nona Tobin  
22 requests this Court grant her motion(s) for summary judgment, and for any  
23

1 further relief the Court may deem to be just and proper. SCA did not comply with all the relevant  
2 statutes or its own governing documents. Sufficient undisputed facts support Tobin's claims  
3 such that she is entitled to summary judgment against Sun Coty Anthem as a matter of law.  
4

5 Dated this \_\_\_\_\_ day of April, 2019.  
6

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

**I HEREBY CERTIFY that on this \_\_\_\_ day of April, 2019 and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing NONA TOBIN'S SECOND SUPPLEMENTAL DISCLOSURE OF WITNESSES AND PRODUCTION OF DUCUMENTS, addressed to:**

- Michael R. Mushkin & Associates**
- L. Joe Coppedge [joe@mushlaw.com](mailto:joe@mushlaw.com)**
- Karen L. Foley [karen@mushlaw.com](mailto:karen@mushlaw.com)**
- Michael R. Mushkin [michael@mushlaw.com](mailto:michael@mushlaw.com)**
- Lipson Neilson P.C.**
- Susana Nutt [snutt@lipsonneilson.com](mailto:snutt@lipsonneilson.com)**
- Renee Rittenhouse [rrittenhouse@lipsonneilson.com](mailto:rrittenhouse@lipsonneilson.com)**
- Kaleb Anderson [kanderson@lipsonneilson.com](mailto:kanderson@lipsonneilson.com)**
- David Ochoa [dochoa@lipsonneilson.com](mailto:dochoa@lipsonneilson.com)**
- Ashley Scott-Johnson [ascott-johnson@lipsonneilson.com](mailto:ascott-johnson@lipsonneilson.com)**
- Medrala Law Firm, PLLC**
- Jakub P Medrala [jmedrala@medralaw.com](mailto:jmedrala@medralaw.com)**
- Shuchi Patel [spatel@medralaw.com](mailto:spatel@medralaw.com)**
- Office [admin@medralaw.com](mailto:admin@medralaw.com)**
- Hong & Hong APLC**
- Joseph Y. Hong, Esq. [yosuphonglaw@gmail.com](mailto:yosuphonglaw@gmail.com)**
- Pro Se**
- Nona Tobin [nonatobin@gmail.com](mailto:nonatobin@gmail.com)**
- Michael Kelley [mkelley@wrightlegal.net](mailto:mkelley@wrightlegal.net)**
- NVEfile [nvefile@wrightlegal.net](mailto:nvefile@wrightlegal.net)**

# TOBIN VS. JIMI JACK

And

Tobin vs. Yuen K. Lee DBA F. Bondurant LLC

AA 002029

MINV0108

# EDCR 2.67 Tobin Supplement

- Claims
- Affirmative Defenses
- Principal Contested Issues of Law
- Requested rulings on evidence
- Witnesses

# CLAIMS

Tobin has unadjudicated claims  
JJ and Lee have made no claims against Tobin

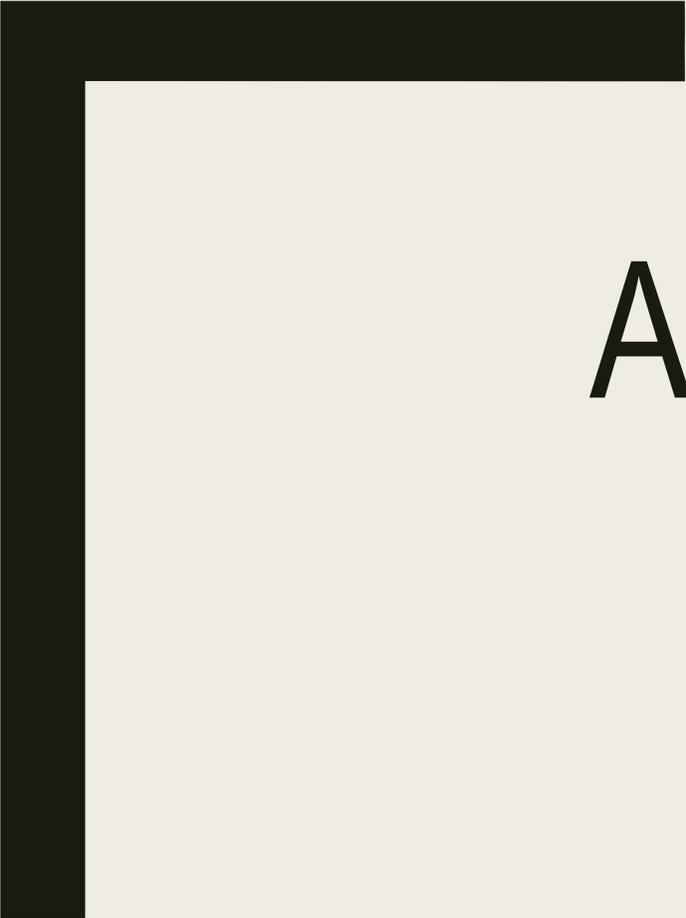
AA 002031

# Tobin Claims

- Quiet Title
  - *Tobin's deeds are superior to Jimijack's*
  - *Sale is void due to rejection of 10/3/12, 5/9/13, 5/28/14 payments that cured the default*
  - *Sale was not authorized by valid Board action*
  - *Commercially unreasonable – suppressed bidding, \$358K offer pending*
  - *Sale was non-compliant with statutes and governing documents – notice & due process*
- Equitable Relief
  - *Unclean hands- false claims to title, lied to the court, badges of fraud, statutes of fraud*
  - *Unjust Enrichment*
  - *Fraudulent concealment*
  - *Lender interference with multiple FMV sales, no DIL,*
- Fraudulent Conveyance and attempting transfer of unmerchantable title
  - *6/8/15, 5/1/19*
  - *Attempted 9/25/14, 6/16/15*
- Civil Conspiracy
  - *Abuse of process*
- Temporary and Permanent Injunctions

AA 002032

MINV0111



# AFFIRMATIVE DEFENSES



AA 002033

# Tobin Affirmative Defenses

- Failure to state a claim
- Priority
- Assumption of Risk
- Commercially unreasonable, unfair, suppressed bidding and fraud
- Equitable doctrines – unclean hands & good faith
- Fraudulent concealment
- Waiver and estoppel
- Vagueness and ambiguity
- Violation of due process and procedural due process
- Supremacy and property clause
- Unjust enrichment
- Failure to mitigate damages

# EVIDENCE RULINGS REQUESTED

Request pre-trial rulings on admissibility/exclusion

AA 002035

# Exclude 6/8/15 Jimijack's Deed, recorded 6/9/15

- NRS 111.345 Instrument not admissible until established by competent proof.
- January 2017 Tobin DECL under penalty of perjury
  - *No record of JJ deed in notary's journal*
  - *Lee executed deed to JJ as if Yuen Lee were Lucas/Opportunity Homes*
- November 2016 Tobin's proposed pleading rebutted deed per NRS 111.340
- March 13 2017 JJ's answer to Tobin's AACCC no evidence to refute Tobin rebut deed per NRS 111.340
- Jimijack has never entered any evidence to support admitting the deed
- Jimijack has no standing for trial without an admissible recorded deed

# Admit or exclude evidence of Trusts

- Admit evidence of the Gordon B. Hansen Trust
  - *Trust Instrument dated 8/22/08*
  - *Certificate of Trust 8/22/08*
  - *Trust Amendment amended 8/10/11*
  - *Disclaimer of Steve Hansen*
  - *Tobin Identity Affidavit*
  - *Recorded Certificate of Incumbency*
- Exclude evidence of Jimijack Irrevocable Trust
  - *No evidence of Jimijack Irrevocable Trust is in the record to prove its legal existence*
  - *Exclude new evidence at trial*
  - *Rule that Jimijack has no existence as a legal entity*

# Admit State of Nevada NOS Compliance Records for 17 relevant foreclosures

- Ombudsman NOS compliance records for 17 foreclosures
  - *11 2014 SCA foreclosure conducted by RRFS*
  - *10 other SCA foreclosures by RRFS*
  - *1 settlement of RRFS excessive fees case – paid by SCA owners, not RRFS*
  - *2 SCA foreclosures by bankrupt & dissolved Alessi & Koenig*
  - *1 North Las Vegas HOA foreclosure purchased by JJ*
- Authenticated by Nevada Real Estate Division Custodian of Records
- Notice to OMB required NRS 116.311635, NRS 116.31164, NRS 116.625

# Admit Tobin's evidence of ownership

- June 2004 Gordon B Hansen (GBH) Deed
- August 2008 GBH Trust document - Tobin named successor Trustee
- August 2008 GBH to GBH Trust Deed
- March 2017 GBH Trust to Tobin Deed
- Tobin identity Affidavit
- Tobin Certificate of Incumbency

# Admit County Property Records 5/31/19 chain of title

Judicial Notice Requested:

- May 1 2019 Quit claim Deed Jimijack Irrevocable Trust to Joel Stokes, an individual
- January 2016, June 2016 and May 6 2019 Lis Pendenses
- April 30 2019 notice was served of Tobin's 5/6/19 Lis Pendens
- May 28 2019 Joel Stokes Deed of Trust encumbering the property with a \$355,000 loan from Civic Financial Services, a CA LLC
- September 9 2014 BANA assignment of its interest to Wells Fargo
- December 1 2014 NSM assignment of BANA's interest to NSM – rescinded March 8 2019
- See County Recorder's List of all recorded documents – some withheld from discovery refute Nationstar's ownership claims and Thomas Lucas' 3/8/17 affidavit.

AA 002040

MINV0119

# Admit County Property Records 5/31/19 chain of title

Judicial Notice Requested:

- May 1 2019 Quit claim Deed Jimijack Irrevocable Trust to Joel Stokes, an individual
- January 2016, June 2016 and May 6 2019 Lis Pendenses
- April 30 2019 notice was served of Tobin's 5/6/19 Lis Pendens
- May 28 2019 Joel Stokes Deed of Trust encumbering the property with a \$355,000 loan from Civic Financial Services, a CA LLC
- September 9 2014 BANA assignment of its interest to Wells Fargo
- December 1 2014 NSM assignment of BANA's interest to NSM – rescinded March 8 2019
- County Recorder's List of all recorded documents – some withheld from discovery refute Nationstar's ownership claims and Thomas Lucas' 3/8/17 affidavit.

AA 002041

MINV0120

# Admit Evidence of Probative Value to Tobin that was concealed/misrepresented that unfairly helps Jimijack

- SCA compliance records and Board minutes SCA withheld in discovery
- See Tobin request for SCA to stipulate to facts for trial against JJ
- See SCA responses to Tobin ROGGs/RFDs
- See NSM responses to Tobin ROGGs/RFDs
- See Joel Stokes responses to Tobin ROGGs
- See Tobin NOTC mediation claim
- See SCA's refusals to release records, restrictions on voting, notices of ineligibility
- See SCA's quarterly litigation reports
- See March 14 2019 Attorney General Compliant 2-2019

AA 002042

MINV0121

EXCLUDE  
SCA00315 AS  
EVIDENCE OF BOD  
AUTHORIZATION

ADMIT 12/5/13  
BOD MINUTES

[December 5 2013 BOD minutes](#)



February 14, 2014

Re: 2763 White Sage Dr, Henderson, NV 89052  
Sun City Anthem Community Association  
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22,  
2008 / R808634

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

The Board of Directors Sun City Anthem Community Association approves that Red Rock Financial Services is to proceed with the foreclosure sale of property address 2763 White Sage Dr, Henderson, NV 89052 on **March 7, 2014 at 10:00 am** pursuant to this authorization and the conditions set forth in the Permission for Publication of Foreclosure Sale and Authority to Conduct Foreclosure Sale.

JEAN CAPILLUPO  
Board Member (Please Print)  
*Jean Capillupo*  
Board Member (Signature)

2/27/14  
Date



702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | [www.rrfs.com](http://www.rrfs.com)

AA 002043

SCA003  
MINV0122

# Admit SCA official ownership records

- SCA withheld and misrepresented its official ownership records in discovery
- [Resident Transaction Report 2763](#)
  - *9/25/14 Jimijack was the second owner, not Thomas Lucas*
  - *No SCA record the property was foreclosed*
  - *8/27/14 Gordon Hansen account at zero after \$2,701.04 PIF by RRFS*
  - *No asset enhancement fees paid on three alleged transfers of title*
- [Resident Transaction Report 2664](#)
  - *Shows Tobin as an SCA owner in good standing (2004-present)*
  - *8/17/12 Tobin paid only \$25 late fee ever imposed for delinquency*

# LIST OF WITNESSES

AA 002045

# Court Approval Requested

- Approve Irma Mendez as an impeachment witness
- Admit Doug Proudfit's May 20 2019 declaration made under penalty of perjury as he is unavailable to be appear as a witness
- Admit Craig Leidy's May 11 2018 and May 13 2019 declarations made under penalty of perjury into evidence to supplement appearance as a witness at trial for judicial efficiency

# List of Witnesses

- Nona Tobin – party
- Joel Stokes – party
- Yuen K. Lee – party
- Elyssa Rammos, SCA Custodian of Records
- Craig Leidy, BHHS listing agent
- Person Most Knowledgeable – Red Rock Financial Resources
- Person Most Knowledgeable – Nationstar Mortgage, LLC
- Person Most Knowledgeable – Berkshire Hathaway Home Services (BHHS)
- Person Most Knowledgeable – FirstService Residential/RMI
- Douglas Proudfit – Proudfit Listing Agent is unavailable – has made declaration

# Impeachment witness Irma Mendez

- Former owner of HOA foreclosed property in North Las Vegas
- Default caused by two \$25 monthly assessments
- No lender notice of default
- Payment to cure default was refused prior to the sale
- Acquired by Jimijack that rented it for four years during litigation
  - *Mendez on the hook for the mortgage after HOA foreclosure*
  - *Stokes did not pay the mortgage or the taxes for four years*
- Jimijack tried to sell property back to Mendez for \$100,000
  - *after lender issued foreclosure sale notice*
  - *A week before scheduled bank sale*
  - *Gave her no notice of pending sale*

AA 002048

MINV0127

# DAMAGES

AA 002049

# Damages Proposed – Joel Stokes to Tobin

- Equivalent to rents and other income from property since 2014
- Attorney fees and costs



# ISSUES OF LAW



AA 002051

MINV0130

# No Adjudication on Interpretation or Applicability of Laws Violated

- Requirements for valid conveyance of real property
- Rights to due process whenever the Board sanctions an owner
- Meeting laws – agendas, minutes, owner rights to be present
- Good faith/conflict resolution without litigation
- Prohibition of retaliation, harassment, recording false title claims,
- Limits on Board authority
- Role of the Ombudsman
- Board duties that can't be delegated – assessments, enforcement of governing documents, controlling/accounting for ALL SCA money

# Issues of Law –Conveyance of Real Property

- [NRS 111.340](#) Certificate of acknowledgment and record may be rebutted.
- [NRS 111.345](#) Proof taken upon oath of incompetent witness: Instrument not admissible until established by competent proof
- [NRS 111.180](#) Bona fide purchaser: Conveyance not deemed fraudulent in favor of bona fide purchaser unless subsequent purchaser had actual knowledge, constructive notice or reasonable cause to know of fraud.
- [NRS 111.125](#) Proof required from subscribing witnesses
- [NRS 111.120](#) Conditions necessary before proof by subscribing witness can be taken.
- [NRS 111.105](#) Conveyances by deed.
- [NRS 240.155](#) Notarization of signature of person not in presence of notary public unlawful;
- [NRS 240.120](#) Journal of notarial acts: Duty to maintain; contents; verification based upon credible witness;
- NRS 111.210 Contracts for sale or lease of land for periods in excess of 1 year void unless in writing. AA 002053

# Issues of Law – Mediation/Jurisdiction

- NRS 38.310(2) Court jurisdiction over Jimijack's claims
- JJ never served SCA despite four 6/15/16 claims against SCA;
- JJ did not submit any claims to mediation, self-declared exempt
- SCA moved to dismiss all Tobin's claims for mediation
- SCA's 4/20/18 answer, filed 14 months after Tobin 2/1/17 COMP did not answer Tobin's claims on the merits and SCA did not participate in mediation in good faith
- NRS 116.1112 Unconscionable agreement or term of contract (Is there an exception to contractual due process when property is seized and sold?).
- CC&Rs XVI Dispute resolution and limitation on litigation

# Issues of Law – Foreclosure Statutes

- NRS 116.31162(4) Must provide owner schedule of fees, proposed repayment plan, right to hearing
- NRS 116.311635 Notice of Sale Requirements to give Ombudsman prior notice of sale date
- NRS 116.31164(3)(b) SHALL deliver copy of foreclosure deed to Ombudsman within 30 days after sale
- NRS 116.31164(3)(c) Manner to distribute the proceeds of the sale

# Issues of Law – Limits on Board's Authority

- NRS 116.3102 (3)(4) Enforcement must be prudent, not arbitrary and capricious
- NRS 116.3103 BOD and agents are fiduciaries, business judgment rule duty bound to act solely and exclusive in the best interest of the HOA
- NRS 116.31031/CC&Rs 7.4/Bylaws 3.26 Limits on BOD power to impose sanctions
- NRS 116.3106(d) HOA bylaws must define which of BODs duties SHALL not be delegated
- Bylaws 3.18a, b, e, g Board can't delegate (a) budget (b) levying or collecting assessments, (e) deposit in approved institutions for HOA's benefit, (g) opening bank accounts/ controlling signatories, (i) enforcing governing documents

# Issues of Law – 3 Owner Rights to Due Process

- NRS 116.31085(4) BOD SHALL meet in exec session to hold a hearing on an alleged violation...unless open hearing is requested
- NRS 116.31085(4a) Owner who is being sanctioned for an alleged violation is entitled to attend all portions of the Board hearing, including the presentation of evidence and the testimony of witnesses
- NRS 116.31085(4b) Owner is entitled to due process which must include without limitation the right to counsel, right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel
- NRS 116.31085(5) Subsection 4 establishes the MINIMUM protections the BOD must provide before it makes a decision
- NRS 116.31085(6f) Board SHALL maintain minutes of any decision ....concerning the alleged violation and upon request SHALL provide a copy of the decision to the owner subject to being sanctioned or representative
- NRS 116.31031/CC&Rs 7.4/Bylaws 3.26 Limits on BOD power to impose sanctions

# Issues of Law – Owner Rights

- NRS 116.1112 Unconscionable agreement or term of contract (Is there an exception to contractual due process when property is seized and sold?).
- NRS 116.31083. Owner rights defined to attend ALL Board meetings and hear ALL deliberations, except specific exceptions delineated in NRS 116.31085
- 7.4 Compliance & Enforcement: The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws.

# Issues of Law – Owner Rights 2

- NRS 116.31087 Right of units' owners to have certain complaints placed on BOD agenda
- NRS 116.31065 Rules must not evade an obligation, must be uniformly enforced or can't be enforced at all; association may only sanction an owner after complying with NRS 116.31031
- NRS 116.4117 Civil action is a member right to address Board failure to comply with NRS 116 or governing documents
- NRS 116.31175 /SCA bylaws 6.4 Board required to provide owner rights to access association records
- NRS 116.31183 Retaliatory action prohibited; separate action by unit's owner.
- NRS 116.31184 Threats, harassment and other conduct prohibited; penalty.

# Issues of Law – Limits on Fees

- NRS 116A.640 (8) Can't apply assessment payment to other fees or charges
- NRS 116A.640(9) Can't refuse an owner's payment
- NRS 116A.640(10) Can't pay CAM what's not in contract
- NRS 116.310313 An HOA/agent can charge reasonable fees to collect; CICC set fees
- NRS 116.310315 Accounting for fines imposed by association.
- 8.8 Lien for assessment may be enforced in the manner proscribed in act
- 8.12 Asset enhancement fee 1/3 of 1% due to SCA except exempted transfers

# Judicial Notice Requested

- JJ sued BANABANA nine months after BANA recorded that it had assigned its interest, if any, to Wells Fargo in September 2014
- JJ did not sue NSM in 2015 even though NSM had recorded that BANA had assigned its interest to NSM in December 2014
- In January 2015 NSM recorded a request for notice of any defaults related to the Western Thrift DOT, Joan H. Anderson, Trustee
- In October 2015 order of default judgment against BANA and its assignees was entered
- 1/11/16 NSM sued OpHomes, not JJ, 6/9/15, recorded owner, in NSM vs. OpHomes
- 2/21/19 NSM dismissed claims against OpHomes that never answered Tobin's or NSM's COMPs
- In June 2016 the court denied NSM's motion to set aside the default judgment and, substitute as the real party but reopened the closed JJ case against BANA/assignees and allowed NSM to intervene
- NSM filed an AACCC against JJ in August 2016 that JJ answered 3/25/19
- NSM's 3/21/19 MSJ v JJ dismissed unjust enrichment claim

AA 002061

MINV0140

# SCA is helping JJ and hurting Tobin

- Tobin is a 15-year member in good standing of SCA
- SCA is a mutual benefit association
- SCA and Tobin have mutual obligations pursuant to the deed restrictions
- The SCA Board must act in the best interest of this membership
- SCA must not help JJ against Tobin, but it did
- Concealed records
- Misrepresented evidence to the Court
- Refused Tobin's attempts to get SCA out of the case at no cost
- Did not participate in good faith in ADR
- Retaliated against Tobin for being a party to this case
- Forced Tobin to pay \$40,000 attorney fees to get her seized property returned

# Not commercially reasonable

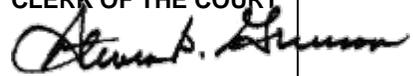
- \$63,100 Sale price
- \$353,529 FMV August 22 2014 RPTT statement of value
- \$358,800 August 4 2014 offer on the table pending NSM approval
  - \$310,000 August 8, 2012 – rejected by BANA
  - \$395,000 May 10, 2013 – rejected by BANA
  - \$340,000 cash March 4, 2014 – rejected by NSM
  - \$367,500 May 8, 2014 – MZK [www.auction.com](http://www.auction.com) - rejected by NSM

# Fraudulent transfers

- June 16 2015 two deeds were recorded to transfer title from Opportunity Homes – one to Lee and one to JJ (and the one to JJ is fraught with notary violations)
- JJ does not have written purchase agreement to prove how it received the property, from whom and for how much
- June 16 2015 JJ listed on the MLS for \$569,000 – marketing an unmerchantable title or to list an HOA foreclosure on MLS prohibited same day sued the wrong bank
- June 16 2015 JJ sued BANA, that had no interest and did not sue NSM
- JJ did not record a Lis Pendens on this 2015 case, but NSM recorded one for JJ in June 2016 after recording one for its own case against Op Homes in January 2016
- May 1 2019 ignored Lis Pendens Jimijack irrevocable Trust transferred title to Joel Stokes
- May 28 2019 Joel Stokes encumbered the property with \$355,000 DOT

# JJ is not a bona fide purchaser for value

- Not in good faith
- No valuable consideration
- Knew the title was clouded
- Knew he could collect rents without paying a DOT or the taxes for years
- Knew that HOA foreclosures before September 2014 occurred on houses where the HOA filed a Notice of Default but the lender had not



1 **NOTA**

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

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

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

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

16 vs.

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

19 

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20 NATIONSTAR MORTGAGE, LLC,  
21 Counter-Claimant,

22 Vs.

23 JIMI JACK IRREVOCABLE TRUST;  
24 Counter-Defendant

25 

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

Cross-Claimant,

vs.

29 JOEL A. STOKES and SANDRA F.  
30 STOKES, as trustees of the JIMI JACK  
31 IRREVOCABLE TRUST; SUN CITY  
32 ANTHEM COMMUNITY  
33 ASSOCIATION, INC., Yuen K. Lee, an  
34 individual, d/b/a Manager, F. Bondurant,  
35 LLC, and DOES 1-10 AND ROE  
36 CORPORATIONS 1-10, inclusive  
37 Cross-Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

**NOTICE OF APPEARANCE**

NONA TOBIN IN PROPER PERSON

AA 002066

1 TO: ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:  
2

3 PLEASE TAKE NOTICE that Nona Tobin, an Individual, appears In Proper Person  
4 Defendant in Intervention/Counterclaimant, Nona Tobin, an Individual.

5 All items, including but not limited to pleadings, papers, correspondence, documents  
6  
7 any other thing related to this matter, can be forwarded to Nona Tobin at the above address and,  
8 pursuant to NRCF 5(b), to [nonatobin@gmail.com](mailto:nonatobin@gmail.com) via the Clark County electronic filing system.  
9

10 Dated this 4th day of April, 2019.

11   
12  
13

14 NONA TOBIN  
15 2664 Olivia Heights Avenue  
16 Henderson NV 89052  
17 Phone: (702) 465-2199  
18 [nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
19 *Defendant-in Intervention/ Cross-Claimant*  
20 *In Proper Person*  
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AA 002067

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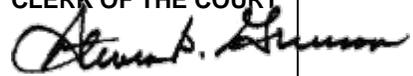
NCERTIFICATE OF SERVICE

I, **NONA TOBIN**, HEREBY CERTIFY that on this ~~8TH~~ day of April, 2019 and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing NOTICE OF APPEARANCE, addressed to:

- Michael R. Mushkin & Associates
- L. Joe Coppedge joe@mushlaw.com
- Karen L. Foley karen@mushlaw.com
- Michael R. Mushkin michael@mushlaw.com
- Lipson Neilson P.C.
- Susana Nutt snutt@lipsonneilson.com
- Renee Rittenhouse rrittenhouse@lipsonneilson.com
- Kaleb Anderson kanderson@lipsonneilson.com
- David Ochoa dochoa@lipsonneilson.com
- Ashley Scott-Johnson ascott-johnson@lipsonneilson.com
- Medrala Law Firm, PLLC
- Jakub P Medrala jmedrala@medralaw.com
- Shuchi Patel spatel@medralaw.com
- Office admin@medralaw.com
- Hong & Hong APLC
- Joseph Y. Hong, Esq. yosuphonglaw@gmail.com
- Nona Tobin nonatobin@gmail.com
- Wright Finlay & Zak LLP
- Jason Craig jcraig@wrightlegal.net
- Michael Kelley mkelley@wrightlegal.net
- NVEfile nvefile@wrightlegal.net



---



1 **NOTC**

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

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

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

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

16 vs.

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

19 

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NATIONSTAR MORTGAGE, LLC,  
20 Counter-Claimant,

21 Vs.

22 JIMI JACK IRREVOCABLE TRUST;  
23 Counter-Defendant

24 

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

27 Cross-Claimant,

28 vs.

29 JOEL A. STOKES and SANDRA F.  
30 STOKES, as trustees of the JIMI JACK  
31 IRREVOCABLE TRUST; SUN CITY  
32 ANTHEM COMMUNITY ASSOCIATION,  
33 INC., Yuen K. Lee, an individual, d/b/a  
34 Manager, F. Bondurant, LLC, and DOES 1-  
35 10 AND ROE CORPORATIONS 1-10,  
36 inclusive

37 Cross-Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

**NOTICE OF COMPLETION OF  
MEDIATION PURSUANT TO  
NRS 38.310**

AA 002069

1 **NOTICE OF COMPLETION OF MEDIATION**

2 **PERSUANT TO NRS 38.310**

3 PLEASE TAKE NOTICE that Defendant in Intervention/Counterclaimant, Nona Tobin,  
4 along with Red Rock Financial Services LLC and Sun City Anthem Community Association,  
5 Inc. participated in Alternative Dispute Resolution mediation. On August 20, 2018,  
6 Counterclaimant Tobin submitted an Alternative Dispute Resolution Claim Form to the State of  
7 Nevada Department of Business and Industry Real Estate Division's Common-Interest  
8 Communities and Condominium Hotels Program ("NRED"). See **Exhibit A**.

9  
10  
11 Counterclaimant Tobin, Red Rock Financial Services, LLC, and Sun City Anthem  
12 participated in the NRED mediation on November 13, 2018. However, the mediation was  
13 unsuccessful as no agreement was reached, and the matter is now closed.

14  
15 A copy of the notice received from Mediator Donald J. Lowrey, Esq., that confirms the  
16 unsuccessful mediation is attached hereto as **Exhibit B**.

17 **Exhibit C** contains a confidential memo to the Mediator with documents showing that Sun  
18 City Anthem was retaliating against Tobin for pursuing this quiet title claim and attempting to get  
19 it on the record that SCA agents are being unjustly enriched at the expense of homeowners.

20  
21 DATED this 9th day of April 2019

22 

23 \_\_\_\_\_  
24 NONA TOBIN  
25 2664 Olivia Heights Avenue  
26 Henderson NV 89052  
27 Phone: (702) 465-2199  
28 nonatobin@gmail.com

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

AA 002070

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CERTIFICATE OF SERVICE

I, Nona Tobin, hereby certify that on this 9th April I did cause a true and complete copy of the above NOTICE OF COMPLETION OF MEDIATION PURSUANT TO NRS 38.310 to be E-filed and e-served to all parties, via the district court's EfileNV electronic mailing and notification system.



A handwritten signature in black ink, appearing to read "nona J. Li". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

---

**EXHIBIT A**

**EXHIBIT A**

**EXHIBIT A**

**AA 002072**

Exhbit0098  
MINV0151

STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE DIVISION  
OFFICE OF THE OMBUDSMAN FOR COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS  
3300 West Sahara Avenue, Suite 325 \* Las Vegas, NV 89102  
(702) 486-4480 \* Toll free: (877) 829-9907 \* Fax: (702) 486-4520  
E-mail: [CICombudsman@red.nv.gov](mailto:CICombudsman@red.nv.gov) <http://www.red.nv.gov>

ALTERNATIVE DISPUTE RESOLUTION (ADR) CLAIM FORM

Please ensure that all sections of this form are completed. Incomplete paperwork will be returned for completion, and will cause a delay in the processing of the claim.

Date: 8/20/18

NONA TOBIN  
Signature of Claimant

**Please, be advised that only ONE Claimant and ONE unit address may be listed, per claim form.**

Claimant: NONA TOBIN

If individual, provide full name. If an Association, provide COMPLETE Association name as it appears on Secretary of State's website. (<http://nv.sos.state.nv.gov/sosentiresearch/>)

If Claimant is represented by an attorney: (NOT FOR MEDIATION)

Please provide the name of the Law Firm and the name of the attorney (if applicable)

Mailing Address: 2664 OLIVIA HEIGHTS AVE, HENDERSON NV 89052  
Street City State Zip Code

Phone: (702) 465-2199 Fax: \_\_\_\_\_ E-Mail: NONATOBIN@GMAIL.COM

**Please list only one party; attach Additional Respondent Form (#520B) if there is more than one Respondent.**

Respondent: SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. C14322-1998  
If individual, provide full name. If an Association, provide COMPLETE Association name as it appears on Secretary of State's website. (<http://nv.sos.state.nv.gov/sosentiresearch/>)

Mailing Address: 2450 HAMPTON RD, HENDERSON NV 89052  
Street City State Zip Code

Phone: (702) 614-5800 Fax: (702) 614-5813 E-Mail: ADMINISTRATION@SCACAI.COM

PLEASE SELECT YOUR METHOD OF RESOLUTION:

       MEDIATION  
        REFEREE PROGRAM

If all parties agree to the Referee Program, the cost will be fully subsidized by the Division, contingent upon available funds.

NONA If the Referee Program is selected, and the Respondent chooses Mediation, the claim will default to mediation.  
(Initial if applicable)

NONA I have read and agree to the policies stated in the ADR Overview (Form #523).  
(Initial)

Yes  No Has the above listed Claimant filed an Intervention Affidavit (form #530) regarding the same or similar issues?

• If yes, please provide the file number(s): \_\_\_\_\_

NONA I acknowledge that if an Intervention Affidavit (form #530) has been filed with the Division based on the same issues, by filing an ADR claim, the Division will not move forward with investigating the Intervention Affidavit pursuant to NAC 116.630.  
(Initial)

FOR OFFICIAL USE ONLY: RECEIVED AUG 21 2018  
Receipt number: 426905 Claim number: \_\_\_\_\_ Date received: \_\_\_\_\_



**PROVIDE A BRIEF STATEMENT PERTAINING TO THE NATURE OF THE DISPUTE:**

2763 WHITE SAGE DRIVE, HENDERSON 89052 APN: 191-13-811-052

Address of unit related to this claim:

- Your explanation must start below. You may attach additional pages, if more space is needed. "SEE ATTACHMENT" IS NOT ACCEPTABLE.
- If this claim is being filed based on a referral from the Intervention process, please file your complaint as a new-complaint. Do not refer to your original complaint.

This action is for quiet title and equitable relief from a defective lien foreclosure sale by the Sun City Anthem Community Association, Inc. (SCA) and its former managing and debt collection agent(s), FirstServiceResidential (FSR f/k/a RMI) and RMI/FSR d/b/a Red Rock Financial Services (RRFS). The claims arise under allegations of wrongful foreclosure, denial of due process, failure to comply with NRS 116, breach of contract (CC&Rs, SCA Bylaws, SCA Board Policies for Collection and guaranteed due process); breach of covenants of good faith and fair dealing; misrepresentation, negligent BOD supervision of agents allowing unjust enrichment and civil conspiracy. The foreclosure of the HOA's lien and sale to a third-party has resulted in damages to Claimant, as the Successor Trustee/beneficiary of the Gordon B. Hansen Trust, prior Property owner, from loss of income and use of the Property and from the negative impact the mere existence of this case has had on Claimant's reputation and wellbeing.

**IDENTIFY THE SECTION OF GOVERNING DOCUMENTS PERTAINING TO THE DISPUTE:**

CC&Rs sections 7.4,8.8,8.8A(a),8.12,16.3;

11/17/11 SCA Board Resolution Establishing the Governing Documents Enforcement Policy and Process  
4/27/12 SCA-RRFS Delinquent Assessment Collection Agreement  
10/01/13 Delinquent Assessment Collection Policy

Bylaws sections 3.13a(i)(ii), 3.13(e)(i)(ii), 3.13f(i)(ii)(iii), 3.15, 3.15A(c)(iii),3.15A(d)(i)(ii), 3.15A(e),3.20 re 3.18(b),e(i)(i), 3.21(d), 3.21(e), 3.21(f)(v); 3.25, 3.26(a), 3.26(b), 3.26(c); 5.2

**In order for the claim to be considered filed, the following must be submitted, if applicable.**

Please indicate by initialing that the following steps have been completed:

None Forms:  
(Initial)

One (1) Original Claim Form, # 520

Two (2) copies of the Claim Form and supporting documents

- Supporting documents may be provided directly to the Mediator or Referee once assigned, and need not be provided with this Claim Form. Should you chose to submit your documents; you must supply one (1) original set and two (2) copies.

None Filing Fee of \$50.00 payable to "NRED" in the form of **(This fee is nonrefundable):**  
(Initial)

- Cash (exact change; please do not mail cash)
- Check
- Money Order

None I acknowledge that the Subsidy Application will ONLY be accepted, and reviewed, prior to the claim being assigned to a Mediator or Referee.  
(Initial)

None ADR Subsidy Application for Mediation (Form #668):  
(Initial if applicable)

Subsidy is awarded based on:

- For a Unit Owner:**
  - Once during each fiscal year of the State for each unit owned.
- For an Association:**
  - Once during each fiscal year of the State against the same unit owner for each unit owned.
  - In "Good Standing" with Secretary of State & Office of the Ombudsman.

Should subsidy be awarded, the Division will notify each party when the claim is assigned to a Mediator.

None I acknowledge that the Claimant will **NOT** be applying for Subsidy for this claim.  
(Initial if applicable)

## SERVING THE CLAIM

Please be advised, the Claimant will be responsible to have the Respondent(s) served within **45 days** after the Division mails the Claimant the processed packet via USPS. The packet will contain instructions on how to serve the claim.

The packet that the Claimant will receive in the mail will contain:

- A Claim Opening Letter (keep this letter for your records).
- A Receipt for the **non-refundable** \$50.00 filing fee (keep for your records).
- Affidavit of Services Form
  - This form must be filled out by the person that serves the claim.
  - The form **MUST** be notarized, and returned to the Division within 10 days.
  - The packet cannot be served by anyone associated with the claim.

The following items from the packet are required to be served:

- ADR Overview, form #523
- Copy of the claim that was processed, form #520
- A blank Response, Form #521
- A blank Subsidy Application, form #668
- *If the Claimant listed more than one Respondent on the Claim Form (#520). The Claimant will be responsible to make copies of the packet, so that each Respondent can be served.*
- *One (1) Affidavit of Service will have to be notarized and submitted for each Respondent listed on the Claim Form (#520).*

*Each (1) of these must **MUST** be submitted to the Division within 10 days.*

none I acknowledge that all forms listed above will be served pursuant to NRS 38.320.  
(Initial)

none I acknowledge that if the claim is not served within the timeframe set forth by Nevada Administrative Code (NAC) 38.350 (1), the claim will be closed.  
(Initial)

none I acknowledge if the Affidavit of Service (AOS) is not submitted to the Division within the timeframe set forth by Nevada Administrative Code (NAC) 38.350 (2)(a), the Division has the authority to close the claim.  
(Initial)

### How service must be made:

- **Service on a Nevada Corporation:** Service shall be made upon the president or other corporate head, secretary, cashier, managing agent or resident agent. However, if this is not possible, then upon the Secretary of State in the manner described in Rule 4 of the Nevada Rules of Civil Procedure.
- **Service on a Non-Nevada Corporation:** Service shall be made upon the agent designated for service of process, in Nevada, or its managing agent, business agent, cashier, or secretary within this State. However, if this is not possible, then upon the Secretary of State in the manner described in Rule 4 of the Nevada Rules of Civil Procedure.
- **In all other cases (except service upon a person of unsound mind, or upon a city, town or county):** Service shall be made upon the respondent personally, or by leaving copies at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy of the summons and complaint to an agent authorized by appointment or by law to receive service of process.
- **If all of the above are not possible because of the absence from the state or inability to locate the respondent:** An *affidavit* can be provided to the Division. If the Division determines adequate efforts were made to serve the respondent(s), the Division will provide a letter to the claimants acknowledging their unsuccessful efforts to participate in the ADR program.

\* "Service by Publication" is not a valid form of service for the ADR Program.

The following is a listing of the Mediators and Referees for the Alternative Dispute Resolution program. Before making your selection, resumes of the Mediators and Referees and their location availability can be viewed on the Division's website at [http://red.nv.gov/Content/CIC\\_ADR\\_Panel](http://red.nv.gov/Content/CIC_ADR_Panel)

- If the parties do not agree on the selection of Mediator or Referee, the Division will assign a Mediator/Referee at random.
- *This is a requirement, please indicate the Mediator/Referee by initialing next to the party selected.*

**SOUTHERN NEVADA**

**MEDIATOR LISTING**

**REFEREE LISTING**

Angela Dows, Esq.  
 Barbara Fenster  
 Christopher McCullough, Esq.  
 Dee Newell, JD  
 Donald E. Lowrey, J.D. LL.M.  
 Eric Dobberstein, Esq.  
 Henry Melton  
 Ira David, Esq.  
 Janet Trost, Esq.  
 Malcom Doctors

Angela Dows, Esq.  
 Donald Lowrey, J.D.  
 Ira David, Esq.

**NORTHERN NEVADA**

**MEDIATOR LISTING**

**REFEREE LISTING**

Paul H. Lamboley, Esq.  
 Michael Matuska, Esq.

Paul Lamboley, Esq.  
 Michael Matuska, Esq.

Once the claim has been received and processed by the Division, an opening packet will be mailed out to the address provided on page 1 of this form. This packet will include instructions on the next step in this process.

**Submit the required forms and documents to:**

**Nevada Real Estate Division  
ADR Facilitator  
3300 W. Sahara Ave., Ste. 325  
Las Vegas, NV 89102**