

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

NONA TOBIN, AN INDIVIDUAL, Appellant,

vs.

JOEL A. STOKES, AN INDIVIDUAL; JOEL A.
STOKES AND SANDRA F. STOKES, AS
TRUSTEES OF JIMI JACK IRREVOCABLE TRUST;
AND JIMI JACK IRREVOCABLE TRUST,
Respondents.

No. 82094 / District Court Case No. A799890

Electronically Filed
DOCKETING DEC 09 2020 01:48 p.m.
CIVIL A Elizabeth A. Brown
Clerk of Supreme Court

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department XXII
County Clark Judge Susan H. Johnson
District Ct. Case No. A-19-799890-C

2. Attorney filing this docketing statement:

Attorney John W. Thomson Telephone (702) 478-8282
Firm Thomson Law PC
Address 2450 St. Rose Parkway, Suite 120, Henderson, NV 89074

Client(s) Nona Tobin

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Joseph Y. Hong Telephone (702) 870-1777
Firm Hong & Hong Law Office
Address 1980 Festival Plaza Drive, Suite 650, Las Vegas, NV 89135

Client(s) Joel A. Stokes, Joel A. Stokes and Sandra Stokes, as trustees of Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust

Attorney _____ Telephone _____
Firm _____
Address _____

Client(s) _____

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Judgment after bench trial | <input checked="" type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input checked="" type="checkbox"/> Other (specify): <u>Motion for Attorney's Fees and Costs</u> |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: <u>as a sanction for filing a NRS 40.010 complaint</u> |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition (specify): _____ |

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
☐ Venue
☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Prior proceeding of consolidated cases, A-15-720032-C, Jimijack Irrevocable Trust vs. Bank of American & Sun City Anthem, and A-16-730078-C, Nationstar Mortgage LLC vs. Opportunity Homes, LLC (NEFF - 6/24/19) is currently under appeal as Supreme court case 79295, Gordon B. Hansen Trust vs. Jimijack, Nationstar, & Sun City Anthem, and was referred to the Court of Appeals on 8/27/20.

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

NONA TOBIN v. BRIAN CHIESI, an individual; DEBORA CHIESI, an individual; QUICKEN LOANS INC.; JOEL A. STOKES, an individual; JOEL A. STOKES and SANDRA STOKES as Trustees of JIMI JACK IRREVOCABLE TRUST; JIMI JACK IRREVOCABLE TRUST; NATIONSTAR MORTGAGE LLC; RED ROCK FINANCIAL SERVICES, Case No. A-19-799890-C, Eighth Judicial District Court, Clark County, Nevada

8. Nature of the action. Briefly describe the nature of the action and the result below:

Nona Tobin as an individual filed an action in her individual capacity for quiet title, declaratory relief and equitable relief/unjust enrichment for the excess proceeds of sale, against several defendants, from a defective HOA foreclosure sale and many other statutory and other violations of law. The defendants filed a Motion to Dismiss, and several joinders thereto, and submitted unverified evidence to the Court. Instead of hearing the Motion as one for Summary Judgment, the Court ruled that the First Amended Complaint did not survive the Motion to Dismiss and granted the motion, dismissing the action with prejudice. The Order Granting the Motion to Dismiss was not entered until December 4, 2020. Two months before that order was entered, Sua sponte, and without circulating the draft to the parties, on September 6, 2020, the Court issued an Order granting defendants', Joel A. Stokes, an individual, Joel A. Stokes and Sandra Stokes, as Trustees of the Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust, Motion for Attorney Fees and Costs Pursuant to EDCR 7.60(b)(1) and/or (3)m, and included finding and rulings that were not briefed by the parties, including NRS 18.010. Well after the 14-day time limit had passed (see, NRCP 58(e)), the Stokes defendants filed a Notice of Entry of Order on October 8, 2020. Appellants are appealing the October 8, 2020 Order because it, inter alia: (1) incorrectly applied EDCR 7.60 and NRS 18.010(2)(b) in awarding attorney fees to Respondents; (2) failed to adequately assess the factors enumerated in Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969) in awarding attorney fees to Respondents; (3) incorrectly awarded certain costs to Respondents; and (4) incorrectly found facts and law not briefed or in the record when making the award of attorney fees and costs. Appellants therefore appeal the October 8, 2020 Order pursuant to NRAP 3(A)(b)(8).

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

PLEASE SEE ATTACHED - ISSUES ON APPEAL

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

N/A

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

N/A

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

The matter should presumptively be assigned to the Court of Appeals under NRAP 17(b)(6) and (7).

14. Trial. If this action proceeded to trial, how many days did the trial last? N/A

Was it a bench or jury trial? _____

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from 10/8/20

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served 10/8/20

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing N/A

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ___, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed November 9, 2020

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

NRAP 4(a)(1)

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input checked="" type="checkbox"/> Other (specify) | <u>NRAP 3(A)(b)(8)</u> |

(b) Explain how each authority provides a basis for appeal from the judgment or order:

The basis for review is an award of attorney's fees on a Motion to Dismiss.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Appellant - Nona Tobin, Plaintiff

Respondent - JOEL A. STOKES, AN INDIVIDUAL; JOEL A. STOKES AND SANDRA F. STOKES, AS TRUSTEES OF JIMI JACK IRREVOCABLE TRUST; AND JIMI JACK IRREVOCABLE TRUST

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

Nationstar Mortgage LLC; Red Rock Financial Services did not request attorney fees

Quicken Loans, Brian and Debora Chiesi - an order granting their attorney fees entered on 11/17/20 will be appealed separately

Red Rock Financial Service's Motion to Dismiss, and all the joinders thereto will be appealed separately.

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

Plaintiff's Claims

1. Quiet Title against all Defs.

2. Unjust enrichment/Equity against Chiesi, Stokes, Jimijack, Red Rock & Nationstar

3. Declaratory Relief to all Defendants

No counterclaims, only a Motion to Dismiss 6/23/20 by Defendant Red Rock Financial Services pursuant to NRCP 12(b) (5) failure to state a claim. Under the legal doctrine of non-mutual claims preclusion and res judicata. 6/25/20, Stokes, Jimijack joinder thereto included a Motion for attorneys fees and costs pursuant to EDCR 7.60 (b)(1) and/or (3). 7/6/20 Chiesi/Quicken joinder thereto included a Motion for attorneys fees and costs.

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☐ Yes

☒ No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below:

The order appealed from is for attorney's fees as sanctions, which didn't resolve the case. The award of attorney's fees was based on Jimijack defendants prevailing on the Dismissal of the Case under NRCP 12.25.

(b) Specify the parties remaining below:

There are no claims or parties that remain pending below based on the Motion to Dismiss granted.

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☒ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☒ No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

The Order is independently appealable under NRAP 3(A)(b)(8).

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

PLEASE SEE ATTACHED

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Nona Tobin

Name of appellant

John W. Thomson

Name of counsel of record

December 9, 2020

Date

/s/ John W. Thomson

Signature of counsel of record

Clark County, Nevada

State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 9th day of December, 2020, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Dated this 9th day of December, 2020

/s/ Annette Cooper

Signature

Question 9 – Issues on Appeal

1. Did the court err in issuing an order granting the Respondents’ motion to sanction Nona Tobin \$3,455 as a vexatious litigant pursuant to EDCR 7.60 (1) and/or (3)?
 - a. Did the court err in relying, sua sponte, on the legal standard in NRS 18.010 and NRS 18.020 that were not raised or argued by the Respondents in their 6/25/20 JMOT/MAFC¹?
 - b. Did the court err in ruling that Tobin’s NRS 40.010 complaint, including dismissing the claims for excess proceeds of sale, was “frivolous and unwarranted?”
 - c. Did the court err in including findings of fact in the order that were in nearly every detail contradicted by the court record, and by not circulating to the parties for comment and objection before issuing the order?
2. Did the court err in applying the doctrine of nonmutual claims preclusion to Tobin’s claims against defendants who were not parties in the prior proceedings?
3. Did the court err in applying the doctrine of res judicata to Red Rock’s motion to dismiss and all the joinders thereto when the parties were different, the claims were different, and there was no previous evidentiary adjudication of ANY claims? ²

¹ [6/25/20 JMOT/MAFC](#)

² 6/16/15 COMP [Complaint](#) (*Jimjack Irrevocable Truys, Plaintiff, vs. Bank of America & Sun City Anthem*) was resolved by B of A default order [Judgment by Default](#) Against Defendant Bank of America filed on 10/16/16 JDDF. No NEO.

1/11/16 [Complaint – consolidated case A-16-730078-C](#), *Nationstar Mortgage, Plaintiff, vs. Opportunity Homes, LLC* was resolved without any judicial scrutiny of evidence by the stipulation & order entered on 2/2019 wherein Nationstar voluntarily dismissed its quiet title claims against all parties but Jimjack. [Notice of Entry of Stipulation and Order](#) for Dismissal Without Prejudice as to Nationstar’s Claims

6/2/16 [Defendant in Intervention Nationstar Mortgage, LLC's Answer to Plaintiffs' Complaint and Counterclaim](#)

4. Did the court err in applying the doctrine of nonmutual claims preclusion to Tobin's claims that were not heard on their merits in the prior proceedings?³

was resolved on by Nationstar withdrawing its motion for summary judgment against Jimijack ([4/23/19 NWM](#)) and by entry of a stipulation & order for Nationstar to unilaterally dismiss its remaining quiet title claim against Jimijack with prejudice 5/31/19 [Notice of Entry of Stipulation and Order](#).

³ 1/31/17 [Nona Tobin's Crossclaim for Quiet Title](#) Against Sun City Anthem Community Association, Inc. & all DOEs & ROEs

Five of the six COAs were not adjudicated for the GBH Trust and none were considered for Tobin as an individual.. All claims except quiet title were stipulated to be dismissed pending completion of mediation, but the bench orders to unfairly declare my 4/9/19, 4/12/19, and 7/26/19 Notices of Completion of mediation rogue prevented the court's regaining jurisdiction. The SCA MSJ was a partial MSJ as it was specifically filed only against the GBHT and was only to address the GBHT's quiet title claim. My [7/22/19 MNTR motion for a new trial per NRCF 54b & NRCF 59a1ABCF](#) and my [7/29/19 motion to dismiss per NRS 38.310](#) for lack of court jurisdiction were also declared rogue on Joseph Hong's [8/7/19 RESP](#) and countermotion to sanction me per EDCR 7.60 (1) & (3).

The single motion to amend filed was ordered, but the order was never entered as Judge Kishner granted the order on 1/10/19 with the condition that no new parties or claims could be added. I have existing rights that were abridged as an SCA member in good standing for 16 years that I am due to owning 2664 Olivia Heights, e.g., for the HOA to publish a quarterly delinquency report, to publish when properties are going to be put up for sale so I could bid, to make all corporate decisions not specifically exempted by NRS 116.31085 in open meetings compliant with NRS 116.31083, to have my grievances adjudicated by XVI-defined ADR, to access the judicial system pursuant to NRS 116.4117 without being subjected to harassment and retaliation were not addressed.

2/1/17 [Nona Tobin's Answer to Plaintiff's](#) (Jimijack's) Complaint and Counterclaim

None of these claims were addressed, including notably my rebuttal of its 6/9/15 deed and claim that, pursuant to NRS 111.345, this is inadmissible as evidence of title and is legally insufficient to transfer title to anyone else, and that the HOA records show that Jimijack took possession of the property as the 2nd owner on 9/25/14, not Op Homes or F. Bondurant. Although Jimijack responded on 3/13/17 after I filed a NITD, he did not offer any evidence to refute my claims

2/1/17 [Nona Tobin's Crossclaim Against Thomas Lucas](#) D/B/A Opportunity Homes, LLC

Lucas did not answer, I attempted to take default against him, and he filed a MSJ against me that was granted and ordered 8/11/19. I think the court was wrong because many disputed facts, and the only thing I agree was wrong was the breach of contract claim given my contract was breached by his broker, Forrest Barbee. It's just one too many things to deal with.

2/1/17 [Nona Tobin's Crossclaim Against Yuen K. Lee](#) d/b/a F. Bondurant, LLC

None were ever heard. No evidence was ever entered on behalf of F. Bondurant LLC or Yuen k. Lee. Hong's answer did not contain any evidence to refute my claims and did not contain any cross-claims against me. Hong concealed that he claimed in his NV SOS incorporation papers that

5. Did the Court err by incorrectly applying EDCR 7.60 and NRS 18.010(2)(b) in awarding attorney fees to Respondents by not assessing, considering and not requiring Respondents to submit all of the factors enumerated in *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969) in awarding attorney fees to Respondents; incorrectly awarding certain costs to Respondents; and incorrectly finding facts and law not briefed or in the record when making the award of attorney fees and costs?

he was the manager of F. Bondurant LLC and that there is no identified member, natural person or otherwise.

Question 27

Orders & NEOs in this case A-19-799890-C are all being appealed

1. 10/8/20 NEO 9/6/20 Order granting Hong's Motion for attorney fees
2. 10/16/20 NEO granting Hong's motion for an order shortening time to hear Hong's Motion to enforce the order entered on 10/8/20
3. 11/17/20 NEO order granting Chiesi/Quicken motion for attorney fees/costs
4. 12/3/20 NEO order granting Red Rock's 6/23/20 motion to dismiss per NRCP 12(b)(5) and all joinders thereto

Orders & NEOs in the prior litigation that allegedly resolved all claims

1. 10/16/15 JDDF No NEO. All of Jimijack's 6/16/15 A-15-720032-C - Complaint was resolved thereby as Jimijack never served the HOA and never filed any other claims against any other party.
2. 8/11/17 NEO Order granting Opportunity Homes' motion for summary judgment against Tobin and GBH Trust resolved Tobin's 2/1/17 cross-claim against Opportunity Homes
3. 2/20/19 [Notice of Entry of Stipulation and Order](#) for Dismissal Without Prejudice as to Nationstar's Claims against all parties in the consolidated cases except Jimijack. 1/11/16 [Complaint – consolidated case A-16-730078-C, Nationstar Mortgage, Plaintiff, vs. Opportunity Homes, LLC](#) was resolved thereby with no judicial scrutiny of evidence
4. 3/12/19 NEO stipulation & order to reform the caption removed Tobin/GBH Trust vs. Opportunity Homes and Jimijack's claims vs Sun City Anthem & vs all does & Roes and removed Nationstar's claims against Opportunity Homes & F. Bondurant & vs all does & Roes - but did not remove Tobin as an individual party
5. 4/18/19 NEO order granting Sun City Anthem's motion for summary judgment against GBH Trust and Nationstar's limited joinder thereto (that did not address super-priority
6. 5/31/19 NEO order denying GBH Trust motion to reconsider order entered on 4/18/19
7. 5/31/19 stipulation & order resolved Nationstar's counter-claims against Jimijack 6/2/16 [Defendant in Intervention Nationstar Mortgage, LLC's Answer to Plaintiffs' Complaint and Counterclaim](#) after Nationstar withdrew on 4/23/19 its motion for summary judgment against Jimijack ([4/23/19 NWM](#))
8. 6/24/19 trial order from A-720032-C trial of GBH Trust quiet title claim vs. Jimijack and Yuen K. Lee dba F. Bondurant LLC that removed Tobin as an individual party and left all Tobin/ GBH Trust claims unheard, except the GBH Trust's quiet title cause of action.

Post-trial orders

1. 9/20/19 Order denying Sun city Anthem's motion for attorney fees against the Gordon B. Hansen Trust
2. 11/22/19 Order declaring Tobin's post-trial motions (7/22/19 MNTR and 7/29/19 MTD per NRS 38.310 were rogue and denying Hong's motion for attorney fees per EDCR 7.60 (b)(1) &/or (3)

Supreme court orders

1. 9/4/19 Supreme court dismissal of Tobin's individual appeal
2. 4/30/20 Supreme court reaffirmed Tobin had no right to appeal as an individual
3. 7/31/20 order denying Nationstar's motion to dismiss it from the case

ORIGINAL

Allen D. Lamm

CLERK OF THE COURT

JDDF
JOSEPH Y. HONG, ESQ.
Nevada Bar No. 5995
HONG & HONG, A Professional Law Corporation
10781 W. Twain Ave.
Las Vegas, Nevada 89135
Tel: (702) 870-1777
Fax: (702) 870-0500
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Attorney for Plaintiff
Joel A. Stokes and Sandra F. Stokes as
trustees of the Jimijack Irrevocable Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

BANK OF AMERICA, N.A., a national banking
association, et al.,

Defendants.

CASE NO. A720032
DEPT. NO. XXXI

JUDGMENT BY DEFAULT AGAINST DEFENDANT, BANK OF AMERICA, N.A.

Plaintiff, Joel A. Stokes and Sandra F. Stokes, as trustees of the Jimijack Irrevocable Trust's (hereinafter "Plaintiff"), Application for Entry of Default Judgment having regularly come before the Court; Plaintiff having submitted its Application for Entry of Default Judgment and having filed it with the Court on August 25, 2015, together with the Affidavit of the Trustees in support thereof and exhibits attached thereto in further support of such application; the Defendant, Bank of America, N.A. (hereinafter "Defendant"), having been duly served with the Summons and Complaint on July 17, 2015; the Defendant not having filed a responsive pleading nor having made any appearance in this matter; a Default against Defendant having been entered by the Clerk of Court on August 14, 2015; a Notice of Intent to Take Default Judgment having been mailed to Defendant at its last known address on August 19, 2015; and for good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Judgment shall be

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input checked="" type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

00-23-15 A10:51 PM

JD
31

1 entered in favor of Plaintiff and against Defendant, Bank of America, N.A., and that title to the real
2 property located at 2763 White Sage Dr., Henderson, Nevada 89052, APN # 191-13-811-052
3 (hereinafter "Subject Property"), is quieted to Plaintiff. *with respect to Defendant*
Bank of America N.A.

4 **IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED** that each of the
5 instruments, documents, and liens which constitutes a claim against the Subject Property *with respect to Bank of America N.A.* is without
6 legal force or effect, and do not convey any right, title or interest in and to the Subject Property to
7 Defendant, Bank of America, N.A. and/or its predecessors and/or assignees, whereby each of the
8 instruments, documents, and/or liens which constitutes a claim against the Subject Property shall
9 hereby be cancelled and extinguished. *with respect to Bank of America N.A.*
only.

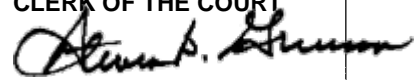
10 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant, Bank of
11 America, N.A., or its predecessors *JK* and/or assignees do not have any estate, right, title, lien or interest
12 in or to the Subject Property or any part of the Subject Property.

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that there is no just reason
14 for delay of entry of final judgment and final judgment is entered pursuant to Rule 54 of the Nevada
15 Rules of Civil Procedure.

16 DONE AND DATED this 13 day of October, 2015.

17 *JK*
18 JOANNA S. KISHNER
19 DISTRICT COURT JUDGE

20 Respectfully submitted by:
21 *JK*
22 JOSEPH Y. HONG, ESQ.
23 Nevada Bar No. 5995
24 10781 W. Twain Ave.
25 Las Vegas, Nevada 89135
26 Attorney for Plaintiff
27
28



1 **NEFF**
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8 Facsimile No.: (702) 870-0500
9 E-mail: yosuphonglaw@gmail.com
10 Attorney for Counter-Defendant
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 NONA TOBIN, as Trustee of the GORDON B.
12 HANSEN TRUST, dated 8/22/08,

13 Counterclaimant,

14 vs.

15 JOEL A. STOKES and SANDRA F. STOKES, as
16 Trustees of the JIMI JACK IRREVOCABLE
17 TRUST; YEUN K. LEE, an individual, d/b/a
18 Manager, F. BONDURANT, LLC.,

19 Counter-Defendants.

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

Consolidated with: A-16-730078-C

20 **NOTICE OF ENTRY OF FINDINGS OF FACTS,**
21 **CONCLUSIONS OF LAW AND JUDGMENT**

22 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

23 ///

24 ///

25 ///

26 ///

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT was entered in the above-entitled matter, and filed on the 24th day of June, 2019, a copy of which is attached hereto.

DATED this 24th day of June, 2019.

HONG & HONG LAW OFFICE

/s/ Joseph Y. Hong

JOSEPH Y. HONG, ESQ.

State Bar No. 005995

1980 Festival Plaza Drive, Suite 650

Las Vegas, Nevada 89135

Attorney for Counter-Defendant

JOEL A. STOKES and SANDRA F.

STOKES, as trustees of the JIMIJACK
IRREVOCABLE TRUST

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 24th day of June, 2019, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT** 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.



1 **ORDR**

2
3 **EIGHTH JUDICIAL DISTRICT COURT**
4
5 **CLARK COUNTY, NEVADA**

6 NONA TOBIN, as Trustee of the
7 GORDON B. HANSEN TRUST dated
8 8/22/08,

9 Counterclaimant,

10 vs.

11 JOEL A. STOKES AND SANDRA F.
12 STOKES, as Trustees of the JIMI JACK
13 IRREVOCABLE TRUST; YUEN K.
14 LEE, an individual, d/b/a
15 Manager, F. BONDURANT, LLC.,

16 Counter-Defendants.

Case No.: A-15-720032-C

Consolidated with A-16-730078-C

17 **FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT¹**

18 This matter, having come on for Bench Trial commencing on June 5th and
19 6th, 2019, with L. Joe Coppedge appearing on behalf of Counterclaimant the
20 Gordon B. Hansen Trust, dated 8/22/08; and Joseph Hong appearing on behalf
21 of all Counter-Defendants. All parties having an opportunity to present their
22

23 ¹ The consolidated cases commenced with multiple parties being named and the initial caption
24 read in part, "Joel A. Stokes and Sandra F. Stokes as trustees of the Jimijack Irrevocable Trust
25 Plaintiffs, vs. Bank of America N.A. Defendants, et. al". All claims by all other parties, other than
26 those of the Counterclaimant against Counter-Defendants have either been resolved or
27 eliminated due to rulings of the Court. Thus, the only claims that were asserted to remain for trial
28 were the Counterclaimant's claims against Counter-Defendants. Accordingly, the caption, as set
forth above, correctly sets forth the parties that were asserted to have remained for purposes of
trial.

1 case, the Court having considered the evidence, the previous Orders and
2 Judgments in this case, and good cause appearing therefore, enters the
3 following Findings of Fact and Conclusions of Law:

4 **FINDINGS OF FACTS**

5
6 1. Counterclaimant, the Gordon B. Hansen Trust Dated 8/22/08
7 ("Hansen Trust") claims in intervention against Counter-Defendants, Joel A.
8 Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust
9 ("Jimijack"); and Yuen K. Lee, an individual d/b/a Manager F. Bondurant, LLC.
10 ("Lee"), involving a real property commonly known as 2763 White Sage Drive,
11 Henderson, Nevada 89052, APN 191-13-811-052 (the "Subject Property") were
12 the only remaining claims set for trial to commence on June 5, 2019.

13
14 2. On January 11, 2017, the Hansen Trust intervened in the present
15 action via Order, with Notice of Entry thereof, filed on January 12, 2017. The
16 Hansen Trust alleged claims of Quiet Title and Equitable Relief, Civil Conspiracy,
17 Fraudulent Conveyance, Unjust Enrichment, and Breach of Contract against the
18 Sun City Anthem Community Association ("HOA"). The Hansen Trust alleged
19 claims for Quiet Title and Equitable Relief, Fraudulent Re-conveyance, Unjust
20 Enrichment, Civil Conspiracy, and Injunctive Relief against Jimijack. The Hansen
21 Trust alleged claims for Fraudulent Conveyance, Quiet Title and Equitable Relief,
22 and Civil Conspiracy against Lee d/b/a F. Boudurant. The Hansen Trust
23 alleged claims for Quiet Title and Equitable Relief, Breach of Contract, Equitable
24 Relief (stet) and Civil Conspiracy against Opportunity Homes and Thomas Lucas.
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1 The essence of the Hansen Trust's claims in the consolidated cases was
2 asserted to be that it sought to void the HOA foreclosure sale of the Subject
3 Property. In each of the pleadings filed against each of the respective parties,
4 the Hansen Trust set forth that Nona Tobin was the Trustee of the Hansen Trust
5 dated 8/22/08, and that the claims were brought by the Trustee of the Hansen
6 Trust on behalf of the Trust. Given it was asserted in all of the claims in the
7 respective pleadings that the Hansen Trust was the purported owner of the
8 property at issue at the time of the foreclosure sale, and that Ms. Tobin was the
9 successor Trustee, the Court finds that the pleadings are consistent with the
10 intention of the Court's Order granting intervention by the Hansen Trust. There
11 was no intention by the Court to grant intervention to Ms. Tobin as an individual
12 as there was no assertion in the January 2017 Motion to Intervene or in what
13 were titled "cross-claims" and "counter-claims" that anyone or entity had asserted
14 any joint or other form of ownership right with the Hansen Trust at the time of the
15 foreclosure at issue.²

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19
20 ² The Court notes that on May 24, 2019, less than two weeks before trial was to commence,
21 Counterclaimant filed a "Supplement" without leave of Court which had a "quitclaim deed" dated
22 March 27, 2017 attached. It was contended that Ms. Tobin as the successor trustee of the
23 Hansen Trust quitclaimed to herself as an individual effective March 27, 2017 whatever interest
24 the Hansen Trust had in the subject property for no consideration. While the Court takes no
25 position as to whether the quitclaim deed was proper within the terms of the trust as the Court
26 was not shown the trust nor did anyone testify as to the language of the trust, the Court notes that
27 the Court Record shows that in a prior pleading there were representations by Counterclaimant
28 through its Trustee, Ms. Tobin, that she was one of two beneficiaries of the Trust. Second, even
if the Court were to view the Supplement and its attachment as allowable, from a chronological
standpoint, the purported transfer of ownership rights (whatever they were purported to be) did
not take place until about two months after there was Notice of Entry of the Order on the Motion
to Intervene which granted intervention to the Hansen Trust only in the present case. Thus,
regardless of whether the "quitclaim deed" was valid or not, Ms. Tobin was not a proper party to
the instant litigation as there was no timely request for her to intervene or any legal authority.

1 3. After the Hansen Trust filed what it asserted to be "cross-claims"
2 and a "counter-claim", various pleadings were filed by the Intervenor Hansen
3 Trust in which the phrase "Nona Tobin as an individual" was set forth in the
4 caption and in some cases in the body of the document, despite the fact the
5 Motion to Intervene was filed by the Trustee on behalf of the Trust and
6 Intervention was only granted to the Hansen Trust. From a review of the Court
7 Record, it appears that other parties to the action also included the incorrect
8 caption that had been used by Intervenor Hansen Trust in some of their
9 pleadings. It was not until a couple of months before trial was to commence in
10 2019 that the error was brought to the attention of the Court. In 2019³, the Court
11 was informed, and the Odyssey Record of the Eighth Judicial District confirms,
12 that contrary to the scope of the Intervention granted by the Court, at some point
13 in 2017 the Hansen Trust inserted Ms. Tobin's name incorrectly in the caption
14 and then used her name in an individual capacity at some points in pleadings. In
15 those same pleadings, however, the nature of the actions relating to the
16 ownership of the property which was purportedly was owned by the Hansen
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21 presented to the Court that she could intervene on her own behalf after she contended that she
22 quitclaimed whatever interest the Hansen Trust purportedly had on or about March 27, 2017. As
23 intervention by Ms. Tobin as an individual as distinct from her role as trustee was not timely or
properly presented and hence was not granted, the Court finds that the trial properly commenced
and concluded between the only parties that remained in the case.

24 ³ Indeed, at hearing(s) in 2019 after the Court was put on notice of what had occurred, in the
presence of Ms. Tobin who was present as Trustee of the Hansen Trust with her counsel, the
Court reminded all parties that it needed to strike pleadings that had been filed by Ms. Tobin
25 herself. The Court confirmed with the parties that Ms. Tobin's role was solely as Trustee of the
Hansen Trust and the Hansen Trust was represented by counsel. See, e.g. Hearing of April 23,
26 2019, where the Court was informed, and then subsequent hearings where Ms. Tobin was
present with her counsel where the issue was again communicated.

1 Trust at the time of the foreclosure remained the same. Further, there was no
2 request of the Court, nor any grant of intervention by the Court, to allow Ms.
3 Tobin to appear as an individual. Instead, Ms. Tobin's role was as Trustee of the
4 Hansen Trust.

5
6 4. On April 27, 2017, the Court heard Lucas and Opportunity Homes
7 Motions for Summary Judgment and ruled thereon. There were other pending
8 Motions including the HOA Motion to Dismiss the Hansen Trust's claims and
9 related counter motions, which at the request of those who were present, were
10 continued. The Court was informed that the Hansen Trust was not represented
11 by counsel as required by EDCR 7.42. The remaining hearings were then reset
12 to May 23rd and then May 25th to allow the Hansen Trust to obtain counsel and
13 be prepared. On May 25th, 2017, the parties withdrew some of the pending
14 Motions and requested that the ruling on others, including the HOA's Motion to
15 Dismiss as to all of the Hansen's Trust's claims, be deferred as some of the
16 parties were seeking NRED mediation.

17
18 5. At the parties' request, the Court did not rule on those pending
19 Motions. On September 19, 2017, the parties filed a Stipulation and Order and
20 the following day they filed Notice of Entry Thereof. The Stipulation addressed
21 all of the Counterclaimant Hansen Trust's claims with the HOA. Pursuant to the
22 Stipulation and Order, the HOA's Motion, as it applied to the Hansen Trust (and
23 to the extent that Ms. Tobin asserted at the time she was a party), was dismissed
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1 other than the quiet title claim.⁴ The Stipulation filed on September 17th provided:

- 2
- 3 1. That all claims against the HOA be dismissed without
- 4 prejudice for the parties to attend mediation.
- 5 2. That the Court does not make a decision as to the quiet
- 6 title claim at this time.
- 7 3. That the Court does not make any determination as to
- 8 actions taken after the filing of the HOA's Motion at this
- 9 time.
- 10 4. That the Counter-Motion(s) filed by Nona Tobin an
- 11 Individual and Trustee of the Gordon B Hansen Trust be
- 12 withdrawn without prejudice at this time.

13 **ORDER**

14 Based on the stipulations of the parties:

15 THE COURT ORDERS: All claims against Sun City

16 Anthem Community Association are dismissed without

17 prejudice to attend NRED mediation, except for the

18 quiet title claim.

19 THE COURT ORDERS the counter-motions filed March

20 3, 2017 and March 31, 2017 be WITHDRAWN

21 WITHOUT PREJUDICE.

22 THE COURT FUTHER ORDERS the Motion to Dismiss

23 is GRANTED, pursuant to a stipulation of the parties to

24 all claims other than quiet title

25 ⁴ At the time of the Stipulation in 2017, the Court had not been informed that Ms. Tobin was not a

26 proper party but merely an individual who had incorrectly been added to the caption. Placing

27 oneself on a caption or in a pleading does not confer party status on that individual when

28 intervention is only granted to the entity who claimed an interest in the property at the time of the

foreclosure.

1 THE COURT FURTHER ORDERS the Motion to
2 Dismiss is DENIED WITHOUT PREJUDICE in regards
3 to the quiet title claim.

4 6. In light of the parties Stipulation to attend NRED mediation, the
5 case was pending until the Court received notice that the NRED mediation had
6 been completed. A Notice of completion of mediation was filed in November
7 2017. Thereafter, in April 2018, the HOA filed an Answer to the only remaining
8 claim between it and the Hansen Trust—i.e. Quiet Title. That was the only
9 remaining claim pursuant to the parties Stipulation the preceding September.

10 7. In February 2019, the HOA filed a Motion for Summary Judgment
11 with a limited Joinder by Nationstar.⁵ At the request of the parties, the matter
12 was heard on March 26, 2019. After a full oral argument, and taking fully into
13 account the pleadings as well as the allowable evidence and oral argument, the
14 Court GRANTED the HOA's Motion and Nationstar's limited Joinder thereto. The
15 Court set forth its reasoning in open Court and then detailed its reasoning in the
16 Findings of Fact and Conclusions of Law and Judgment thereon, which were filed
17 on or about April 17, 2019 ("FFCL"). Notice of Entry was filed on April 18, 2019.

18 8. In its ruling on the HOA's Motion for Summary Judgment, the Court
19 expressly found that "the totality of the facts evidence that the HOA properly
20 followed the process and procedures in foreclosing upon the Property." See
21 *FFCL filed on April 17, 2019, page 9, lines 5-6*. The Court, therefore, granted the
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23

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25 ⁵ That same month Nationstar, Opportunity Homes, and F. Bonderant filed a Stipulation to
26 Dismiss with respect to their claims vis a vis each other. The parties also filed a Stipulation to
27 Reform the Caption.

1 HOA's Motion for Summary Judgment as to the Hansen Trust's claim against the
2 HOA for Quiet Title and Equitable Relief in seeking to void the HOA foreclosure
3 sale. *See FFCL filed on April 17, 2019.*

4
5 9. On April 23, 2019, at the hearing for Nationstar's Motion for
6 Summary Judgment, the Court was informed that the only parties remaining in
7 the case due to rulings and resolutions were Counterclaimant Hansen Trust, the
8 Stokes on behalf of Jimijack and Lee d/b/a F. Bondurant. The Court was
9 informed that prior captions had incorrectly set forth that Ms. Tobin was a party in
10 her individual capacity. The Court was further informed and shown that
11 Intervenor status had only been granted to the Hansen Trust which Ms. Tobin
12 acted in the capacity of Trustee. Ms. Tobin, according to the official record of the
13 consolidated cases, had never been granted leave to intervene as an individual.
14 In light of the fact there was a pending resolution between various entities, but
15 there were still counterclaims outstanding involving the Hansen Trust, the Pre-
16 Trial Conference set for April 25, 2019, remained on calendar so that the trial
17 could be set with respect to the remaining claims of the Hansen Trust.
18

19
20 10. At that same April 23rd hearing, due to the fact that Ms. Tobin had
21 filed documents on her own whilst the Trust was represented by counsel, those
22 purported pleadings filed by Ms. Tobin were considered rogue documents. Since
23 they were rogue documents, they were stricken in accordance with the rules.

24
25 11. On April 29, 2019, the Hansen Trust filed a Motion for
26 Reconsideration of the Court's ruling on the HOA's Motion for Summary
27

1 Judgment. The hearing on the Motion was held on May 29, 2019. After full oral
2 argument and a review of the pleadings, the Motion was denied.⁶ On May 30,
3 2019, the Court entered its Order Denying the Hansen Trust's Motion for
4 Reconsideration of its ruling granting Summary Judgment in favor of the HOA.
5 The denial was based both on procedural and substantive grounds. The Order
6 Denying the Motion for Reconsideration was filed on May 31, 2019, and the
7 Notice of Entry of same was filed on May 31, 2019.
8

9 12. On June 5, 2019, the Bench Trial commenced. Ms. Tobin testified
10 on behalf of Counterclaimant. Counterclaimant did not call any other witnesses.
11 After a full trial on the merits of the case, and taking into account the evidence
12 the Court can take into account, the Court finds that Counterclaimant did not
13 meet her burden by a preponderance of the evidence on any of her claims for
14 Quiet Title and Equitable Relief, Fraudulent Reconveyance, Unjust Enrichment,
15 Civil Conspiracy and Injunctive Relief as alleged against Jimijack.
16

17 8. After a full trial on the merits of the case, and taking into account
18 the evidence the Court can take into account, the Court further finds that
19 Counterclaimant did not meet her burden by a preponderance of the evidence on
20 any of her claims for Fraudulent Conveyance, Quiet Title and Equitable Relief
21 and Civil Conspiracy against Lee on behalf of F. Bonderant.
22

23 CONCLUSIONS OF LAW

24
25 ⁶ At that hearing, the Court again reminded Ms. Tobin and her counsel that it was not proper for
26 Ms. Tobin, who was represented by counsel, to file documents on her own and also that her role
in the consolidated cases was as Trustee for the Hansen Trust consistent with the Court's ruling
in 2017 on the Motion to Intervene.
27

1 1. NRS Chapter 116 specifically authorizes a homeowners'
2 association to foreclose on the entirety of its delinquent assessment lien against
3 the homeowner. See *NRS 116.31162-116.31168*. In this case, the Court has
4 found that the HOA complied with the statutes, all required notices were
5 provided, there was a default when the power of sale was exercised, and the
6 HOA had the authority to foreclose upon the Subject Property. See *FFCL filed*
7 *on April 17, 2019*. Thus, pursuant to NRS Chapter 116, any and all rights and
8 interests the Hansen Trust had in the Subject Property was divested and
9 extinguished at the time of the HOA foreclosure sale.
10

11 2. "A valid and final judgment on a claim precludes a second action
12 on that claim or any part of it." *Univ. of Nev. v. Tarkanian*, 110 Nev. 581, 599
13 (1994). Claim preclusion applies when: "(1) the parties or their privies are the
14 same; (2) the final judgment is valid; and (3) the subsequent action is based on
15 the same claims or any part of them that were or could have been brought in the
16 first case." *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1054 (2008). The
17 Hansen Trust's claim for Quiet Title/Equitable Relief in seeking to void the HOA
18 sale was fully adjudicated by the Court pursuant to the HOA's Motion for
19 Summary Judgment wherein the Court entered its FFCL, which was filed on
20 April 17, 2019. The Hansen Trust, therefore, cannot re-litigate the same claim or
21 any part thereof. The other claims also fail as they request the Court make a
22 ruling inconsistent with its ruling on the Motion for Summary Judgment.
23
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25 3. "The doctrine of the law of the case cannot be avoided by a more
26
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1 detailed and precisely focused argument subsequently made after reflection
2 upon the previous proceedings." *Hall v. State*, 91 Nev. 314, 316, 535 P.2d 797,
3 799 (1975). The Court's FFCL granting Summary Judgment in favor of the HOA
4 that was filed on April 17, 2019, is the law of the case as to the Hansen Trust's
5 claim for Quiet Title and Equitable Relief in seeking to void the HOA sale. The
6 Hansen Trust, therefore, cannot avoid the doctrine of the law of the case which
7 not only precludes its Quiet Title and Equitable Relief claims but since its other
8 claims against Jimijack and Lee and contingent upon a finding in its favor on the
9 quiet title claim or the premises upon which it is built, those claims fail as well.
10

11 4. In addition to the claims already being precluded given there is
12 both issue preclusion through law of the case, in the present matter, the Court
13 had also denied the Counterclaimant's Motion for Reconsideration shortly before
14 the trial commenced. Thus, the Court had already reviewed its decision both
15 procedurally and substantively. Accordingly, the law of the case in the present
16 action would apply for the independent reason that the underlying decision had
17 already been reviewed and re-affirmed by the Court.
18

19 5. Even if Counterclaimant could try to contend that any of its claims
20 were not barred by issue and claim preclusion, then Counterclaimant's claims all
21 still fail as it failed to meet its burden of proof on any of its claims. Specifically,
22 Ms. Tobin as Trustee for the Hansen Trust conceded on direct examination that
23 the house had been subject to multiple short sale potential escrows as the
24 house was in default with the lender. She also conceded that there was a late
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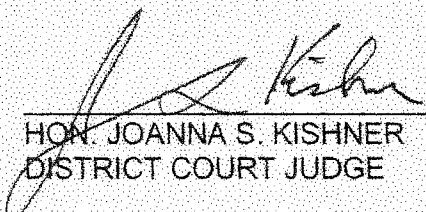
1 payment to the HOA. Thus, at least \$25.00 was owed to the HOA at some
2 point. While she disagreed whether the HOA could assess the charges that she
3 asserted were added to the Hansen Trust account as a result of the Hansen
4 Trust's failure to pay its dues on time, she provided no evidence that the charges
5 were inaccurate or impermissible. She also testified that she received a Notice
6 of Foreclosure Sale on the property. She failed to identify any individuals with
7 whom the Hansen Trust had a contract with or any individuals who engaged in a
8 purported conspiracy. Thus, the testimony of the Trustee of the Hansen Trust
9 demonstrated that the Hansen Trust could not meet its burden on any of the
10 claims asserted against any of the Counter-Defendants. The failure of
11 Counterclaimant to meet its burden of proof is an independent basis which
12 requires the Court to find in favor of Counter-Defendants and against
13 Counterclaimant.
14
15

16 **THEREFORE, PURSUANT TO THE ABOVE FINDINGS OF FACT AND**
17 **CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED, AND**
18 **DECREED** that Judgment shall be entered in favor of Jimijack and Lee and
19 against the Hansen Trust as to all claims alleged against them by the Hansen
20 Trust.
21

22 **IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED**
23 that the Lis Pendens recorded against the Subject Property by the Hansen Trust
24 shall be cancelled and expunged.
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1 Counsel for Counter-Defendants is directed pursuant to NRCP 58 (b) and
2 (e) to file and serve Notice of Entry of the Court's findings and Judgment within
3 fourteen days hereof.

4 IT IS SO ORDERED this 24th day of June, 2019.

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HON. JOANNA S. KISHNER
DISTRICT COURT JUDGE

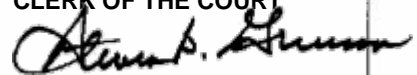
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CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of this Order was served via Electronic Service to all counsel/registered parties, pursuant to the Nevada Electronic Filing Rules, and/or served via in one or more of the following manners: fax, U.S. mail, or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

ALL PARTIES SERVED VIA E-SERVICE


TRACY L. CORDOBA-WHEELER
Judicial Executive Assistant



1 **NEOJ**
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 Defendants
11 *Joel A. Stokes, Joel A. Stokes and Sandra Stokes, as trustees*
12 *of Jimijack Irrevocable Trust, and Jimijack*
13 *Irrevocable Trust*

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

12 NONA TOBIN, an individual,
13
14 Plaintiff,

Case No.: A-19-799890-C
Dept. No.: 22

15 vs.

16 BRIAN CHIESTI, an individual; DEBORA
17 CHIESTI, an individual; QUICKEN LOANS
18 INC.; JOEL A. STOKES, an individual; JOEL A.
19 STOKES AND SANDRA STOKES as Trustees of
20 JIMI JACK IRREVOCABLE TRUST; JIMI JACK
21 IRREVOCABLE TRUST; NATIONSTAR
22 MORTGAGE LLC; RED ROCK FINANCIAL
23 SERVICES; DOES I through Z inclusive; and
24 ROE CORPORATIONS I through V, inclusive,
25
26 Defendants.

23 **NOTICE OF ENTRY OF ORDER SHORTENING TIME**

24 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

25 ///

26 ///

27 ///

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an ORDER SHORTENING TIME was entered in the above-entitled matter, and filed on the 16th day of October, 2020, a copy of which is attached hereto.

DATED this 16th day of October, 2020.

HONG & HONG LAW OFFICE

/s/ Joseph Y. Hong

JOSEPH Y. HONG, ESQ.

State Bar No. 005995

1980 Festival Plaza Drive, Suite 650

Las Vegas, Nevada 89135

Attorney for Defendants

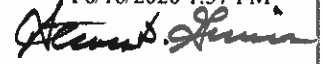
Joel A. Stokes, Joel A. Stokes and Sandra Stokes, as trustees of Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust

CERTIFICATE OF ELECTRONIC SERVICE

Pursuant to NRCp 5(b)(2)(E), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 16th day of October, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER SHORTENING TIME** 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.


CLERK OF THE COURT

OST
~~MENF~~

JOSEPH Y. HONG, ESQ.
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Attorney for Defendants
*Joel A. Stokes, Joel A. Stokes and Sandra Stokes, as trustees
of Jimijack Irrevocable Trust, and Jimijack
Irrevocable Trust*

DISTRICT COURT

CLARK COUNTY, NEVADA

NONA TOBIN, an individual,

Plaintiff,

Case No.: A-19-799890-C

Dept. No.: 22

vs.

BRIAN CHISTI, an individual; DEBORA
CHISTI, an individual; QUICKEN LOANS
INC.; JOEL A. STOKES, an individual; JOEL A.
STOKES AND SANDRA STOKES as Trustees of
JIMI JACK IRREVOCABLE TRUST; JIMI JACK
IRREVOCABLE TRUST; NATIONSTAR
MORTGAGE LLC; RED ROCK FINANCIAL
SERVICES; DOES I through Z inclusive; and
ROE CORPORATIONS I through V, inclusive,

**DEFENDANTS, JOEL A. STOKES AND
SANDRA STOKES, AS TRUSTEES OF
THE JIMI JACK IRREVOCABLE
TRUST AND JIMI JACK
IRREVOCABLE TRUST'S, MOTION
TO ENFORCE ORDER FOR
ATTORNEY'S FEES AND COSTS AND
FOR CONTEMPT AND FOR
ATTORNEY'S FEES AND COSTS
PURSUANT TO E.D.C.R. RULE
7.60(b)(3) AND/OR (5) AND ORDER
SHORTENING TIME**

Defendants.

COME NOW, Defendants, Joel A. Stokes, Joel A. Stokes and Sandra Stokes, as trustees of
the Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust (collectively "Jimijack"), by and
through their attorney of record, Joseph Y. Hong, Esq., and hereby submit their Motion to Enforce
Order for Attorney's Fees and Costs and for Contempt and for Attorney's Fees and Costs Pursuant

1 to E.D.C.R. Rule 7.60(b)(3) and/or (5) on Order Shortening Time ("Motion").

2 This Motion is made and based upon the papers and pleadings on file herein, the
3 Declaration in support hereof, and the points and authorities submitted in support herein.

4 DATED this 15th day of October, 2020.

6 HONG & HONG LAW OFFICE

7 /s/ Joseph Y. Hong

8 JOSEPH Y. HONG, ESQ.

9 State Bar No. 005995

10 1980 Festival Plaza Drive, Suite 650

11 Las Vegas, Nevada 89135

12 Attorney for Defendants

13 *Joel A. Stokes, Joel A. Stokes and Sandra*
14 *Stokes, as trustees of Jimijack Irrevocable*
15 *Trust, and Jimijack Irrevocable Trust*

16 **ORDER SHORTENING TIME**

17 GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED that the time
18 for the hearing on the Motion to Enforce Order for Attorney's Fees and Costs and for Contempt
19 and for Attorney's Fees and Costs Pursuant to E.D.C.R. Rule 7.60(b)(3) and/or (5) be shortened
20 to the 29th day of October, 2020, at 9:00 a.m./p.m. before Department 22 of the above-entitled
21 Court, or as soon thereafter as counsel may be heard.

22 DATED this 16th day of October, 2020.

23 Dated this 16th day of October, 2020

24 

25 DISTRICT COURT JUDGE

26 Respectfully submitted by:

27 HONG & HONG LAW OFFICE

28 /s/ Joseph Y. Hong

JOSEPH Y. HONG, ESQ.

State Bar No. 005995

1980 Festival Plaza Drive, Suite 650

Las Vegas, Nevada 89135

Attorney for Defendants

009 3ED 8892 ECC8

Susan Johnson

District Court Judge

1 **DECLARATION OF COUNSEL IN SUPPORT OF**
2 **MOTION AND ORDER SHORTENING TIME**

3 Joseph Y. Hong, Esq., being duly sworn, and under penalty of perjury, states as follows.

4 1. Declarant is the attorney of record for Defendants, Joel A. Stokes, Joel A. Stokes and
5 Sandra Stokes, as trustees of the Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust
6 (collectively "Jimijack") in the above- entitled action. Declarant makes this declaration upon his
7 personal knowledge and best belief and information.

8 2. On September 6, 2020, this Court entered and filed the Order granting Defendants,
9 Jimijack's, Motion for Attorney's Fees and Costs Pursuant to E.D.C.R. Rule 7.60(b)(1) and/or
10 (3) against Plaintiff, Nona Tobin ("Tobin"), in the total amount of **\$3,455.00** delineated as
11 follows: \$3,165.00 for attorney's fees and \$290.00 for costs. The Court's Order was
12 electronically filed and electronically served by the Court on all of the parties' counsel in this
13 action, including counsel for Plaintiff, Tobin, on September 6, 2020.

14 3. On September 9, 2020, Declarant again forwarded the electronically filed service
15 Notification for the Court's Order, which Plaintiff, Tobin's, counsel had previously received on
16 September 6, 2020, and requested Plaintiff, Tobin's, counsel to forward payment to my office on
17 behalf of Defendants, Jimijack, by September 21, 2020. *Attached hereto is a copy of the email*
18 *correspondence dated September 9, 2020.* Declarant specifically advised Plaintiff, Tobin's,
19 counsel that if payment was not received by September 21, 2020, Defendants, Jimijack, would be
20 forced to file the instant motion and seek additional attorney's fees and costs related to said
21 motion. *Attached hereto is a copy of the email correspondence dated September 9, 2020.*

22 4. Declarant received no response of any kind from Plaintiff, Tobin's, counsel.
23 Defendants, Jimijack, have patiently waited for payment since September 6, 2020 wherein it has
24 now been approximately a month and a half. As a courtesy, Declarant waited an additional 3
25 weeks from September 21, 2020 before being forced to file the instant Motion on behalf of
26
27
28

1 Defendants, Jimijack.

2 5. Presently scheduled for hearing before the Court at 9:00 a.m. on October 29, 2020
3 is Defendants, Brian Chiesti, Debora Chiesti and Quicken Loans, Inc.'s (collectively "Chiesti
4 Defendants"), Motion for Attorney's Fees. Thus, in the interest of judicial economy and in an
5 effort to preserve judicial resources for the parties and the Court, Declarant respectfully requests
6 that the hearing on Defendants, Jimijack's, instant Motion be shortened to 9:00 a.m. on October
7 29, 2020 so that it can be heard together with the Chiesti Defendants' Motion for Attorney's Fees.

8
9 6. There is absolutely no justification in Plaintiff, Tobin, blatantly ignoring and
10 disregarding this Court's Order. Plaintiff, Tobin, will continue to blatantly ignore and disregard
11 this Court's Order unless the Court enters an Order enforcing same and finding Plaintiff, Tobin, in
12 contempt for her willful violation of this Court's Order.

13
14 7. Defendants, Jimijack, have now again unnecessarily incurred additional fees and costs
15 due to Plaintiff, Tobin's, willful violation of this Court's Order. Thus, pursuant to E.D.C.R. Rule
16 7.60(b)(3) ---unnecessarily causing proceedings to be multiplied---and/or (5) ---refusal to comply
17 with the Court's Order, Defendants, Jimijack, should be reimbursed their attorney's fees and costs
18 related to their instant Motion, which was directly caused by Plaintiff, Tobin's, willful disregard
19 of this Court's Order.

20
21 8. Declarant submits that Defendants, Jimijack, have and will incur the following
22 attorney's fees and costs related to their instant Motion [at \$500.00 per hour for Declarant at
23 minimum increments of 15 minutes]. Declarant submits that these fees and costs are reasonable.

24	10/15/20	Preparation of Motion	1.50 hours
25	Anticipated:	Prepare for hearing	.50 hour
26		Attend hearing	1.0 hour
27	Costs:	Motion filing fee	\$3.50
28			

Order and Notice of Entry of Order filing fee \$7.00

Total: **\$1,510.50**

DATED this 15th day of October, 2020.

/s/ Joseph Y. Hong
JOSEPH Y. HONG, ESQ.

MEMORANDUM OF POINTS AND AUTHORITIES

This Court must enter an Order compelling Plaintiff, Tobin, to adhere and comply with the Court's Order, and should hold Plaintiff, Tobin, in contempt for willfully violating this Court's Order due to her blatant disregard for same. This Court expressly Ordered Plaintiff, Tobin, to tender payment in the amount of **\$3,455.00** to Defendants, Jimijack, as reimbursement of Defendants, Jimijack's, attorney's fees and costs pursuant to E.D.C.R. Rule 7.60 and NRS Chapter 18.

Defendants, Jimijack, are also entitled to an additional award of attorney's fees and costs in the amount of **\$1,510.50** that they have unnecessarily incurred for this instant Motion pursuant to E.D.C.R. Rule 7.60(b)(3) and/or (5) –which states that the Court can impose fines, **including attorney's fees and costs**, when a party without just cause unnecessarily multiplies the proceedings or fails or refuses to comply with any Order of a Judge of the Court.

Plaintiff, Tobin, without just cause, has clearly violated E.D.C.R. Rule 7.60(b)(3) and/or (5).

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CONCLUSION

Based on the foregoing, Defendants, Jimijack, respectfully request the Court to grant their instant Motion.

DATED this 15th day of October, 2020.

HONG & HONG LAW OFFICE

/s/ Joseph Y. Hong

JOSEPH Y. HONG, ESQ.

State Bar No. 005995

1980 Festival Plaza Drive, Suite 650

Las Vegas, Nevada 89135

Attorney for Defendants

Joel A. Stokes, Joel A. Stokes and Sandra Stokes, as trustees of Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust



Joseph hong <yosuphonglaw@gmail.com>

Notification of Service for Case: A-19-799890-C, Nona Tobin, Plaintiff(s) vs. Joel Stokes, Defendant(s) for filing Service Only, Envelope Number: 6585202

Joseph hong <yosuphonglaw@gmail.com>

Wed, Sep 9, 2020 at 8:11 PM

To: "J. W. Thomson" <johnwthomson@gmail.com>

Dear Counsel, as you are aware, the Honorable Judge Johnson entered and filed on September 6, 2020 an Order awarding my client's Motion for fees and costs in the amount 3,455. Thus, please have your client send a check made payable to "Hong & Hong Trust Account" to Hong & Hong, 1980 Festival Plaza Dr., Suite 650, Las Vegas, Nevada 89135. If we are not in receipt of the check by September 21, 2020, we will file the necessary motion with the Court and seek additional attorney's fees and costs.

Very truly yours,
Joseph Y. Hong, Esq.

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Shortening Time was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 10/16/2020

15 David Koch

dkoch@kochscow.com

16 Brody Wight

bwight@kochscow.com

17 Akerman LLP

AkermanLAS@akerman.com

18 Andrea Eshenbaugh - Legal Assistant

aeshenbaugh@kochscow.com

19 Donna Wittig

donna.wittig@akerman.com

20 Daniel Scow

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21 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

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JAKUB P. MEDRALA, ESQ.

Nevada Bar No. 12822

THE MEDRALA LAW FIRM, PROF. LLC

1091 S. Cimarron Road, Suite A-1

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(702) 475-8884

(702) 938-8625 Facsimile

jmedrala@medralaw.com

Attorney for Thomas Lucas and

Opportunity Homes, LLC

Electronically Filed
8/11/2017 10:28 AM
Steven D. Grierson
CLERK OF THE COURT

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

NOTICE OF ENTRY OF ORDER
GRANTING THOMAS LUCAS and
OPPORTUNITY HOMES, LLC'S
MOTION FOR SUMMARY JUDGMENT

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

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

Counterdefendants,

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

Crossclaimant,

vs.

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

Crossdefendants.

1 TO: ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD.

2 PLEASE TAKE NOTICE that an ORDER GRANTING THOMAS LUCAS and
3 OPPORTUNITY HOMES, LLC'S MOTION FOR SUMMARY JUDGMENT was entered in
the above-entitled action on the 9th day of August 2017.

4 A true and correct copy of said Order is attached hereto as Exhibit "1".

5 Dated this 11th day of August 2017.

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

Attorney for Defendants/Counterclaimants

Jaroslav R. Jastrebski, Zachary England, and

Robert Smith

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on August 11, 2017, I served a true and correct copy of the foregoing NOTICE OF ENTRY OF ORDER GRANTING THOMAS LUCAS and OPPORTUNITY HOMES, LLC'S MOTION FOR SUMMARY JUDGMENT 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:

NONA TOBIN, *Pro Se*
2664 Olivia Heights Avenue
Henderson, Nevada 89052
Telephone: (702) 465-2199
nonatobin@gmail.com

By: /s/ Shuchi Patel
An employee of THE MEDRALA LAW FIRM, PROF. LLC

EXHIBIT 1

Steven D. Grierson

JAKUB P. MEDRALA, ESQ.

Nevada Bar No. 12822

THE MEDRALA LAW FIRM, PROF. LLC

1091 S. Cimarron Road, Suite A-1

Las Vegas, Nevada 89145

(702) 475-8884

(702) 938-8625 Facsimile

jmedrala@medralaw.com

Attorney for Thomas Lucas and

Opportunity Homes, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

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

Counterdefendants,

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

Crossclaimant,

vs.

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

Crossdefendants.

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

**ORDER GRANTING THOMAS LUCAS
and OPPORTUNITY HOMES, LLC'S
MOTION FOR SUMMARY JUDGMENT**

06-29-1 11:32 IN

1 Counterdefendant Opportunity Homes, LLC, and Crossdefendant Thomas Lucas's
2 Motion for Summary Judgment ("Motion for Summary Judgment") came on for hearing on
3 April 27, 2017 at the hour of 9:30 a.m., Opportunity Homes and Thomas Lucas being
4 represented by Jakub P. Medrala, Esq., of The Medrala Law Firm, PLLC and Crossclaimant
5 Nona Tobin appearing *pro se*.

6 The Court having reviewed the pleadings and papers on file herein, having heard the
7 arguments of counsel, and good cause appearing therefore, the Court issues the following
8 Findings of Fact and Conclusions of Law, and Order:

9 **FINDINGS OF FACT**

10 On or about August 15, 2014, pursuant to NRS 116.3116 *et seq.*, Sun City Anthem
11 Community Association, Inc. ("HOA") conducted a public auction and foreclosed on its lien for
12 delinquent assessments on real property commonly known as 2763 White Sage Drive,
13 Henderson, NV 89052, APN 191-13-811-052 ("the Property").

14 Opportunity Homes, LLC ("Opportunity Homes") was the highest bidder at the subject
15 action and purchased its interest in the Property in exchange for \$63,100.

16 Prior to the foreclosure, the Property's owner of record was Gordon B. Hansen, Trustee
17 of the Gordon B. Hansen Trust, dated August 22, 2008.

18 Thereafter, on June 4, 2015, Opportunity Homes transferred its interest in the Property
19 to F. Bondurant, LLC, by way of a Quitclaim Deed. Therefore, Opportunity Homes no longer
20 claimed any interest in the Property.

21 Crossdefendant Thomas Lucas is a sole member of the Counterdefendant Opportunity
22 Homes. Nona Tobin claims to be a "successor trustee" of the Gordon B. Hansen Trust, dated
23 August 22, 2008.

1 Neither Opportunity Homes, nor Mr. Lucas has ever entered into any agreements with
2 Nona Tobin.

3 Nona Tobin filed a crossclaim against Tom Lucas for quiet title to the Property, breach
4 of contract, declaratory relief and civil conspiracy.

5 CONCLUSIONS OF LAW

6 **1.0 STANDARD OF REVIEW**

7 In Nevada, a party's motion for summary judgment must be granted, "if the pleadings,
8 depositions, answers to interrogatories, and admissions on file, together with the affidavits, if
9 any, show that there is no genuine issue as to any material fact and that the moving party is
10 entitled to a judgment as a matter of law." NRCP 56(c); *See also Wood v. Safeway, Inc.*, 121
11 Nev. 724, 731, 121 P.3d 1026, 1031 (2005) (rejecting the slightest doubt standard and adopting
12 the federal standard set forth in *Liberty Lobby, Celotex*, and *Matsushita*). "[C]onclusory
13 statements along with general allegations do not create an issue of fact." *Yeager v. Harrah's*
14 *Club, Inc.*, 111 Nev. 830, 833, 897 P.2d 1093, 1095 (1995). Rather, a genuine issue of material
15 fact exists only where the evidence is such that a reasonable trier of fact could return a verdict
16 for the nonmoving party; other factual disputes are irrelevant. *Wood*, 121 Nev. at 731, 121 P.3d
17 at 1031.

18 **2.0 THOMAS LUCAS'S MOTION FOR SUMMARY JUDGMENT MUST BE GRANTED**

19 **A. Neither Opportunity Homes, LLC, Nor Thomas Lucas Claim Any Interest in the** 20 **Subject Property; Therefore, Neither of Them Can Be a Part of a Quiet Title** 21 **Action**

22 An action for quiet title in real property is a statutory cause of action prescribed by NRS
23 40.010, which states:

24 An action may be brought by any person against another who claims an
estate or interest in real property, adverse to the person bringing the action, for the
purpose of determining such adverse claim.

1 Thus, an action pursuant to NRS 40.010 requests a judicial determination of all adverse
2 claims to disputed property. *Clay v. Scheeline Banking & Trust Co.*, 40 Nev. 9, 159 P. 1081,
3 1082-83 (1916).

4 From reading the express language of the statute, one of the elements of a quiet title
5 action is that the defendant may claim “an estate or interest in real property, adverse to the
6 person bringing the action.” NRS. 40.010.

7 In the present case, neither Opportunity Homes nor Mr. Lucas claims any interest in the
8 Property. While Opportunity Homes purchased the subject Property at the HOA auction on
9 August 15, 2014, it also sold its interest in the Property on June 4, 2015, to F. Bondurant, LLC.

10 Tobin’s crossclaim for quiet title against Mr. Lucas¹ was filed on February 1, 2017,
11 more than two years after Opportunity Homes sold its interest in the Property.

12 Accordingly, because neither Opportunity Homes nor Mr. Lucas claims any interest in
13 the Property that is adverse to Tobin’s interests, her quiet title claims against Mr. Lucas must be
14 dismissed.

15 **B. Neither Opportunity Homes, LLC, Nor Mr. Lucas Were Parties to Any**
16 **Agreements With Tobin That They Could Possibly Breach**

17 Under Nevada law, to prove a claim for breach of contract, the following elements must
18 be proven: (1) the plaintiff and defendant entered into a valid and existing contract, (2) plaintiff
19 performed or was excused from performance, (3) defendant failed to perform and was not
20

21
22 ¹ Mr. Lucas has never claimed any interest in the Property. Instead, it was Mr. Lucas’s company, Opportunity Homes,
23 LLC, which purchased the Property at the subject foreclosure sale. However, Tobin did not join Opportunity Homes in her
24 crossclaim, and it appears that she named Mr. Lucas on a theory that Opportunity Homes, LLC, is Mr. Lucas’s alter ego
(Crossclaim, ¶¶ 25-33). Although Mr. Lucas denies such allegations and that he registered Opportunity Homes, LLC, to
“further . . . unfair enterprise and concealing and perpetuating unlawful conveyance of the Subject Property” as alleged in
Paragraph 82 of the Crossclaim, whether or not Opportunity Homes, LLC, is Mr. Lucas’s alter ego is immaterial to the issues
raised in this action because neither Opportunity Homes nor Mr. Lucas claim any interest in the subject Property, and neither
Opportunity Homes nor Mr. Lucas were parties to any agreements with Tobin.

1 excused from performance, and (4) plaintiff sustained damages as a result of the breach.
2 *Calloway v. City of Reno*, 116 Nev. 250, 993 P.2d 1259 (2000).

3 In her crossclaim, Tobin alleges that she had an Exclusive Right to Sell (ER) listing
4 agreement with Craig Leidy and Forest Barbee to list and sell the Property. She further alleges
5 that Mr. Lucas is a real estate agent working under BHHS, and that:
6 (1) he had actual or constructive knowledge that the beneficiary of the deed of trust refused to
7 close multiple escrows (Crossclaim, ¶ 59); (2) he knew Nationstar was not the beneficiary of the
8 deed of trust (*Id.*); (3) he told Leidy that he was the buyer, that he was going to keep the
9 Property, and that he contacted Leidy before the sale of the property (Crossclaim, ¶ 60).

10 Not only do Tobin's allegations fail to state a claim for a breach of contract against Mr.
11 Lucas, or even any other claim for relief as she did not allege any facts that would indicate that
12 Mr. Lucas breached any legal obligations, but the main problem with Tobin's claim is that it
13 does not allege that Mr. Lucas has entered into any agreement with Tobin that he could possibly
14 breach. Indeed, Mr. Lucas has never entered into any agreements with Tobin.

15 While it is true that Mr. Lucas is a real estate licensee and an independent agent working
16 with BHHS, BHHS is a real estate company that employs more than 800 real estate agents in
17 Las Vegas valley alone, and Mr. Lucas is not bound by the agreements that Tobin could have
18 signed with other BHHS's agents.

19 Tobin neither alleges any contractual relationship between her and Mr. Lucas, nor has
20 she produced any evidence of a contractual relationship that could give rise to a breach of
21 contract claim against him. Accordingly, no issue of material fact exists regarding whether Mr.
22 Lucas breached any agreement with Tobin, and Tobin's claims must be dismissed.

1 **C. Tobin Failed to Show Any Facts Indicating that Mr. Lucas Committed Civil**
2 **Conspiracy.**

3 To prevail in a civil conspiracy action in Nevada, plaintiff must prove an agreement
4 between the tortfeasors; whether explicit or tacit, with an intent to accomplish an unlawful
5 objective for the purpose of harming plaintiff; and that the plaintiff sustained damage resulting
6 from defendants' act or acts. *Guilfoyle v. Olde Monmouth Stock Transfer Company, Co., Inc.*,
7 335 P.3d 190 (Nev. 2014); *Consol. Generator-Nevada, Inc. v. Cummins Engine Co.*, 114 Nev.
8 1304, 971 P. 2d 1251 (1999); *Dow Chemical Co. v. Mahlum*, 114 Nev. 1468, 970 P.2d 98
9 (1998).

10 In opposing Thomas Lucas and Opportunity Homes' Motion for Summary Judgment,
11 Tobin failed to submit any evidence supporting her claim for civil conspiracy. Moreover, Tobin
12 failed to even allege the existence of Mr. Lucas's agreement with anyone whose objective
13 would be unlawful. Accordingly, her claim for civil conspiracy must be dismissed.

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ORDER

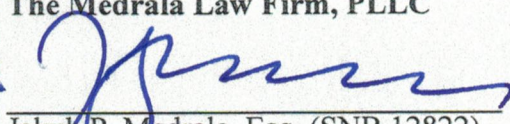
Based on the foregoing Findings of Facts and Conclusions of Law, the Court hereby
ORDERS, ADJUDGES AND DECREES as follows:

1. Thomas Lucas and Opportunity Homes' Motion for Summary Judgment against Nona Tobin is **GRANTED**.
2. Nona Tobin's Crossclaim Against Thomas Lucas d/b/a Opportunity Homes, LLC is **DISMISSED** in its entirety.

Dated this 21 day of July, 2017.


DISTRICT COURT JUDGE Det 31
HK

Respectfully submitted by:
The Medrala Law Firm, PLLC


Jakub P. Medrala, Esq. (SNB 12822)
1091 S. Cimarron Road, Ste. A-1
Las Vegas, Nevada 89145
Attorney for Thomas Lucas and
Opportunity Homes, LLC

Approved as to form and content:

(not signed)

NONA TOBIN, *Pro Se*
2664 Olivia Heights Avenue
Henderson, Nevada 89052
Telephone: (702) 465-2199
nonatobin@gmail.com

IN THE SUPREME COURT OF THE STATE OF NEVADA

NONA TOBIN, AS TRUSTEE OF THE
GORDON B. HANSEN TRUST, DATED
8/22/08,

Appellant,

vs.

JOEL A. STOKES; SANDRA F.
STOKES, AS TRUSTEE OF THE
JIMI JACK IRREVOCABLE TRUST;
YUEN K. LEE, AN INDIVIDUAL, D/B/A
MANAGER; F. BONDURANT, LLC;
SUN CITY ANTHEM COMMUNITY
ASSOCIATION, INC.; AND
NATIONSTAR MORTGAGE, LLC,
Respondents.

No. 79295

FILED

SEP 04 2019

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER DISMISSING APPEAL IN PART

This is an appeal from a final order granting summary judgment. Appellant Nona Tobin has filed a pro se notice of appeal as an individual. Review of the documents submitted to this court pursuant to NRAP 3(g) reveals a jurisdictional defect. Specifically, the district court specifically stated in the order appealed from that Nona Tobin was not granted leave to intervene as an individual and that her filings in the district court were rogue documents. Accordingly, it appears that Nona Tobin is not a party to this appeal and this court lacks jurisdiction to address her claims as an individual. "[T]his court has jurisdiction to entertain an appeal only where the appeal is brought by an aggrieved party." *Valley Bank of Nev. v. Ginsburg*, 110 Nev. 440, 446, 874 P.2d 729, 734 (1994). Accordingly, this appeal is dismissed as to Nona Tobin in her individual capacity.

The clerk of this court shall remove Ms. Tobin as an individual appellant from the docket to conform to the caption on this order. Ms. Tobin shall remain on the docket and on the caption as trustee of the Gordon B. Hansen Trust, Dated 8/22/08.

It is so ORDERED.¹

1 Hardesty, J.
Hardesty

Stiglich, J.
Stiglich

Silver, J.
Silver

cc: Hon. Joanna Kishner, District Judge
Mushkin Cica Coppedge
Nona Tobin
Akerman LLP/Las Vegas
Lipson Neilson P.C.
Hong & Hong
Eighth District Court Clerk

¹Ms. Tobin's motion filed on September 4, 2019, is denied as moot.

OGM

DISTRICT COURT

CLARK COUNTY, NEVADA

NONA TOBIN, an individual,

Plaintiff,

Vs.

BRIAN CHIESTI, an individual;
DEBORA CHIESTI, an individual;
QUICKEN LOANS INC.; JOEL A.
STOKES, an individual; JOEL A.
STOKES and SANDRA STOKES, as
Trustees of JIMI JACK IRREVOCABLE
TRUST; JIMI JACK IRREVOCABLE
TRUST; NATIONSTAIR MORTGAGE
LLC; RED ROCK FINANCIAL
SERVICES; DOES I through X, inclusive;
and ROE CORPORATIONS I through V,
inclusive,

Defendants.

Case No. A-19-799890-C

Dept. No. XXII

ORDER GRANTING MOTION FOR ATTORNEY'S FEES AND COSTS

This matter, concerning the Motion for Attorney's Fees and Costs filed by Defendants BRIAN CHIESI, DEBORA CHIESI and QUICKEN LOANS, INC. on September 16, 2020, came on for hearing on the 29th day of October 2020 at the hour of 9:00 a.m. before Department XXII of the Eighth Judicial District Court, in and for Clark County, Nevada with JUDGE SUSAN JOHNSON presiding; Plaintiff NONA TOBIN personally attended, and appeared by and through her attorney, JOHN W. THOMSON, ESQ.; Defendants BRIAN CHIESI, DEBORA CHIESI and QUICKEN LOANS, INC. appeared by and through their attorney, BRITTANY WOOD, ESQ. of the law firm, MAURICE WOOD; and Defendants JOEL A. STOKES, JOEL A STOKES AND

1 SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST and
2 JIMIACK IRREVOCABLE TRUST appeared by and through their attorney, JOSEPH Y HONG,
3 ESQ. of the law firm, HONG & HONG LAW OFFICE. Having reviewed the papers and pleadings
4 on file herein, heard oral arguments of the lawyers and taken this matter under advisement, this
5 Court makes the following Findings of Fact and Conclusions of Law:

6 **FINDINGS OF FACT AND PROCEDURAL HISTORY**

7
8 1. For ease and convenience, this Court repeats its findings and procedural history has
9 set forth within its Order filed September 6, 2020. On June 16, 2015, Defendants JOEL A.
10 STOKES, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK
11 IRREVOCABLE TRUST filed their Complaint against BANK OF AMERICA¹ and SUN CITY
12 ANTHEM COMMUNITY ASSOCIATION, INC., seeking, *inter alia*, to quiet title to their
13 residence, 2763 White Sage, Henderson, Nevada 89052. See Stokes v. Bank of America, Case
14 No. A-15-720032-C, filed in Department XXXI, Eighth Judicial District Court, in and for
15 Clark County, Nevada. Subsequently, on May 17, 2016, NATIONSTAR MORTGAGE,
16 LLC intervened, and filed its Counter-Claim against, *inter alia*, JIMIACK IRREVOCABLE
17 TRUST.² Further, a Complaint previously filed by NATIONSTAR MORTGAGE, LLC
18 against OPPORTUNITY HOMES, LLC in another action, Case No. A-16-730078-C, on
19 January 11, 2016 was consolidated with the older case filed by MR. STOKES and the
20 Trustees of JIMIACK IRREVOCABLE TRUST in Department XXXI.
21
22
23

24 . . .

25
26 _____
27 ¹NATIONSTAR MORTGAGE, LLC thereafter was permitted to intervene in that it was BANK OF
AMERICA'S successor-in-interest.

28 ²The Counter-Claim was also filed against OPPORTUNITY HOMES, LLC, F. BONDURANT, LLC as well as
DOE and ROE defendants. In this Court's view, the pleading lodged against these "Counter-Defendants" was
inappropriately called a "counter-claim," as these parties were not listed as plaintiffs in the primary action.

1 2. In July 2016, Plaintiff NONA TOBIN and STEVEN HANSEN, as individuals, filed
2 their Motion to Intervene in Case No. A-16-730078-C, claiming MS. TOBIN was a Trustee and MR.
3 HANSEN was a beneficiary of the GORDON B. HANSEN TRUST, the entity that owned the
4 subject property until the homeowners' association foreclosure sale took place. Such motion was
5 denied without prejudice given MS. TOBIN and MR. HANSEN, individually, lacked standing to sue
6 or intervene in the action. MS. TOBIN eventually was permitted to intervene as Trustee of the
7 GORDON B. HANSEN TRUST in early 2017. MS. TOBIN thereafter filed her Counter-Claim
8 against MR. STOKES and JIMIACK IRREVOCABLE TRUST and Cross-Claims against SUN
9 CITY ANTHEM COMMUNITY ASSOCIATION, OPPORTUNITY HOMES, INC. and F.
10 BONDURANT, LLC. Of interest here, MS. TOBIN identified herself interchangeably as an
11 individual and trustee throughout the pleadings, an error noted by JUDGE JOANNA KISHNER in
12 her Findings of Fact, Conclusions of Law and Judgment filed June 24, 2019, pp. 4 and 8.
13

14 3. On April 17, 2019, JUDGE KISHNER granted summary judgment in favor of SUN
15 CITY ANTHEM COMMUNITY ASSOCIATION, INC. as it held a valid homeowners' association
16 foreclosure sale which terminated the interest of GORDON B. HANSEN TRUST within the subject
17 property and MS. TOBIN showed no reason such as "fraud," "oppression" or "malice" for the sale
18 to be set aside. Further, JUDGE KISHNER noted MS. TOBIN, as an individual, had no standing to
19 sue and papers identifying her as a plaintiff suing individually were stricken. On June 5 and 6, 2019,
20 a bench trial was heard by JUDGE KISHNER with respect to the claims of MS. TOBIN, as Trustee
21 of the GORDON B. HANSEN TRUST against, *inter alia*, MR. STOKES and the JIMIACK
22 IRREVOCABLE TRUST. After hearing the evidence, that Court issued Findings of Fact,
23 Conclusions of Law and Judgment in favor of MR. STOKES and the JIMIACK IRREVOCABLE
24 TRUST, and ordered the *lis pendens* filed by MS. TOBIN against the subject property be expunged.
25

26 ...
27
28

1 The consolidated action heard by Department XXXI is now pending before the Nevada Court of
2 Appeals.

3 4. On or about December 27, 2019, JOEL A. STOKES, JOEL A. STOKES AND
4 SANDRA STOKES, AS TRUSTEES OF THE JIMIJACK IRREVOCABLE TRUST sold the
5 residence, 2763 White Sage, Henderson, Nevada 89052, to Defendants BRIAN CHIESI and
6 DEBORA CHIESI, who acquired the property by borrowing funds from Defendant QUICKEN
7 LOANS, INC. QUICKEN LOANS, INC. recorded a security interest in the subject property by
8 virtue of its loan to the CHIESIS.

10 5. MS. TOBIN, in her individual capacity, sued various persons and entities, including
11 MR. and MRS. CHIESI and QUICKEN LOANS, INC. in the instant matter before Department XXII
12 for declaratory relief and to quiet title in the real estate that was the subject of the previous
13 consolidated litigation. Various Defendants filed their Motions to Dismiss, along with Joinders
14 thereto, upon the basis, *inter alia*, MS. TOBIN was judicially estopped from asserting an ownership
15 interest in the subject property and re-litigating the case which had already been adjudged by
16 JUDGE KISHNER. This Court granted the motions and now considers the Motion for Attorney's
17 Fees and Costs filed by MR. and MRS. CHIESI and QUICKEN LOANS, INC. They seek
18 reimbursement of \$9,480.00 in attorney's fees and \$308.99 in costs pursuant to NRS 18.010(2)(b).
19
20

21 CONCLUSIONS OF LAW

22 1. NRS 18.010(2) specifically provides:

23 2. In addition to the cases where an allowance is authorized by specific statute,
24 the court may make an allowance of attorney's fees to a prevailing party:

25 . . .

26 (b) Without regard to the recovery sought, when the court finds that the
27 claim, counterclaim, cross-claim or third-party complaint or defense of the opposing
28 party was brought or maintained without reasonable ground or to harass the
prevailing party. The court shall liberally construe the provisions of this paragraph in
favor of awarding attorney's fees in all appropriate situations. It is the intent of the
Legislature that the court award attorney's fees pursuant to this paragraph and impose

sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish for and deter frivolous or vexatious claims and defenses because such claims and defenses overburden limited judicial resources, hinder the timely resolution of meritorious claims and increase the costs of engaging in business and providing professional services to the public.

Also see NRS 18.020 (costs *must* be awarded to the prevailing party).

3. Here, the intervention action and claims of the GORDON B. HANSEN TRUST and MS. TOBIN, whether individually or as Trustee of the Trust, were decided before JUDGE KISHNER in the aforementioned consolidated actions. Specifically, JUDGE KISHNER found MS. TOBIN, as an individual, had no standing to sue as she had no ownership interest in the subject residence. Although JUDGE KISHNER made such a finding, MS. TOBIN continued to interchangeably refer to herself as suing individually and as Trustee. After hearing the matter fully in both summary judgment and a bench trial, JUDGE KISHNER concluded the homeowners' association held a valid foreclosure sale which terminated the property interests of GORDON B. HANSEN TRUST, and title ultimately vested in MR. STOKES, individually, and the JIMIJACK IRREVOCABLE TRUST, and it was these parties who later sold the residence to MR. and MRS. CHIESI. Although a final determination was made in Department XXXI and is now being appealed, MS. TOBIN nevertheless sought another bite at the apple and filed the instant litigation which included the successors-in-interest, the CHIESIS and QUICKEN LOANS, INC. The second lawsuit was a multiplication of the previous proceeding, was precluded by virtue of principles of claim and issue preclusion, and thus, was brought without reasonable ground. It resulted in MR. and MRS. CHIESI and QUICKEN LOANS, INC. unnecessarily incurring attorney's fees and costs in the instant matter.


4. The movants provided this Court their analyses concerning the reasonableness of their attorneys' fees under Brunzell v. Golden Gate National Bank, 84 Nev. 345, 349-350, 455 P.2d 31, 33 (1969). This Court has considered all the Brunzell factors, noting the qualities of BRITTANY

1 WOOD, ESQ.'S and MAURICE WOOD'S advocacy, the character of the work to be done and
2 actually performed by the lawyers, and result. All in all, this Court believes an award of \$8,640.00
3 in attorneys' fees and \$308.99 in costs incurred by MR. and MRS. CHIESI and QUICKEN LOANS,
4 INC. in defending the matter to be reasonable under the circumstances under NRS 18.010(2)(b) and
5 18.020. This Court therefore grants the Motion for Attorney's Fees and Costs.

6 Accordingly, and based upon the foregoing Findings of Fact and Conclusions of Law,
7

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** the Motion for Attorney's
9 Fees and Costs filed by Defendants BRIAN CHIESI, DEBORA CHIESI and QUICKEN LOANS,
10 INC. on September 16, 2020 is granted as modified. These Defendants are awarded \$8,640.00 in
11 attorney's fees and \$308.99 in costs as against Plaintiff NONA TOBIN.

12 Dated this 17th day of November, 2020

13 

14 SUSAN JOHNSON, DISTRICT COURT JUDGE

15
16 659 EBC F4CD 0F51
17 Susan Johnson
18 District Court Judge
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1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 11/17/2020

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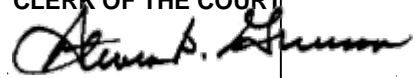
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If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 11/18/2020

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12 *Attorneys for Nona Tobin,*

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

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

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

19 Plaintiffs,

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 CAPTION CONTINUES BELOW

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

**ORDER DENYING
SUN CITY ANTHEM COMMUNITY
ASSOCIATION'S MOTION FOR
ATTORNEY'S FEES AND COST
AGAINST THE GORDON B. HANSEN
TRUST**

TC3)

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

3 Counter-Claimant,

4 vs.

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

13 Counter-Defendants.

14 **ORDER DENYING**
15 **SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION FOR**
16 **ATTORNEY'S FEES AND COST AGAINST THE GORDON B. HANSEN TRUST**
17

18 This matter came on September 10, 2019, for a hearing before the Honorable Joanna
19 Kishner, on Sun City Anthem Community Association's Motion for Attorney's Fees and Cost
20 Against The Gordon B. Hansen Trust, with Sun City Anthem Community Association
21 appearing by and through its attorney David Ochoa of Lipson Neilson, PC and The Gordon B.
22 Hansen Trust appearing by and through its attorney L. Joe Coppedge of the law firm of
23 Mushkin Cica Coppedge and the Court having heard arguments of counsel and considered the
24 pleadings and papers on file herein and being fully advised, finds as follows:

- 25 1. As nothing has been provided to the Court to allow the Court to grant the fees and
26 costs, and ^{thus} there is no basis for the Court to grant fees under EDCR 7.60,

27 ACCORDINGLY, IT IS HEREBY ORDERED, DECREED AND ADJUDGED that
28 Sun City Anthem Community Association's Motion for Attorney's Fees and Cost Against
The Gordon B. Hansen Trust is hereby DENIED *without prejudice*

DATED this 23 day of September, 2019.


DISTRICT COURT JUDGE

Submitted by:

Approved as to form:

MUSHKIN & COPPEDGE

LIPSON NEILSON, PC


MICHAEL R. MUSHKIN, ESQ.

Nevada Bar No. 2421

L. JOE COPPEDGE, ESQ.

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KALEB D. ANDERSON, ESQ.

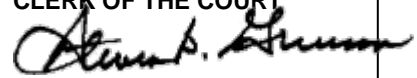
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*Attorneys for Defendant
Red Rock Financial Services*

DISTRICT COURT
CLARK COUNTY, NEVADA

NONA TOBIN, an individual,

Plaintiff,

vs.

BRIAN CHIESTI, an individual; DEBORA
CHIESTI, an individual; QUICKEN
LOANS IN.; JOEL A. STOKES, an
individual; JOEL A. STOKES AND
SANDRA STOKES as Trustees of
JIMI JACK IRREVOCABLE TRUST;
JIMI JACK IRREVOCABLE TRUST;
NATIONAL MORTGAGE LLC; RED
ROCK FINANCIAL SERVICES; DOES I
through X inclusive; and ROE
CORPORATIONS I through V, inclusive

Defendants.

Case No. A-19-799890-C
Dept. 22

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that the *Order Granting Defendant Red Rock Financial Services' Motion to Dismiss Complaint and All Joinders to the Motion* was entered in the above-referenced matter on December 3, 2020, a copy of which is attached hereto.

DATED: December 3, 2020.

KOCH & SCOW, LLC

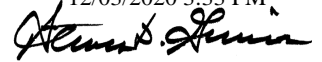
/s/ Steven B. Scow
Steven B. Scow, Esq.
Attorney for Red Rock Financial Services, LLC

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. I certify that on December 3, 2020, I caused the foregoing document entitled: **NOTICE OF ENTRY OF ORDER**, to be electronically filed and served with the Eighth Judicial District Court, County of Clark, State of Nevada EFile system.

Executed on December 3, 2020 at Henderson, Nevada.

/s/ Andrea W. Eshenbaugh
An Employee of Koch & Scow LLC


CLERK OF THE COURT

OGM

~~EDWO~~

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*Attorneys for Defendant
Red Rock Financial Services*

DISTRICT COURT

CLARK COUNTY, NEVADA

NONA TOBIN, an individual,

Plaintiff,

vs.

BRIAN CHIESTI, an individual; DEBORA
CHIESTI, an individual; QUICKEN
LOANS IN.; JOEL A. STOKES, an
individual; JOEL A . STOKES AND
SANDRA STOKES as Trustees of
JIMI JACK IRREVOCABLE TRUST;
JIMI JACK IRREVOCABLE TRUST;
NATIONSTAR MORTGAGE LLC; RED
ROCK FINANCIAL SERVICES, DOES I
through X inclusive; and ROE
CORPORATIONS I through V, inclusive

Defendants.

Case No. A-19-799890-C
Dept. 22

**ORDER GRANTING DEFENDANT
RED ROCK FINANCIAL SERVICES'
MOTION TO DISMISS COMPLAINT
AND ALL JOINDERS TO THE
MOTION**

On August 11, 2020 Defendant Red Rock Financial, LLC's ("Red Rock") Motion to Dismiss Nona Tobin's Claims against it and as well as Nationstar Mortgage, LLC's ("Nationstar") Joinder to Red Rock's motion; Joel a Stokes, Joel A. Stokes and Sandra Stokes as trustees of Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust (the "Jimijack Defendants") Joinder to Red Rock's motion; and Brian Chiesi, Debora Chiesi,

1 and Quicken Loans, Inc.'s (the "Chiesi Defendants") Joinder to Red Rock's motion came
2 on for hearing in this Court (collectively all above Defendants shall be referred to as the
3 "Defendants"). Appearing on behalf of Red Rock was counsel of record, Brody Wight
4 appearing on behalf of Nationstar was counsel of record Donna Wittig, appearing on
5 behalf of the Jimijack Defendants was counsel of record Joseph Hong, appearing on
6 behalf of the Chiesi Defendants was counsel of record Brittany Wood, and appearing on
7 behalf of Tobin was counsel of record John Thomson. The Court, having considered the
8 motion, all of the joinders to the motion, the opposition filed by Tobin, the reply filed by
9 Red Rock, and all joinders to the reply, having heard and considered any argument of
10 counsel at the time of hearing, finds and orders as follows.

11 **FACTS**

12 **A. Tobin Unsuccessfully Brings Claims Against the HOA**

13 1. On January 31, 2017, Tobin, in her capacity as the trustee of the Gordon B.
14 Hansen Trust (the "Trust"), filed a Cross-claim against the Sun City Anthem Community
15 Association (the "HOA") in District Court Case No. A-15-720032-C (the "Previous Case"
16 or "Previous Action") claiming the HOA, through its collection agent Red Rock,
17 wrongfully foreclosed on a residence owned by the Trust and located at 2763 White Sage
18 Drive, Henderson, Nevada 89052 (the "Property") on August 15, 2014.

19 2. In that same litigation, Tobin brought claims against the Jimijack
20 Defendants as successors in interest to the party that purchased the Property at the
21 foreclosure.

22 3. Tobin's central allegation in the Previous Case was that Red Rock
23 committed fraud and wrongfully colluded with several parties, including the HOA, in
24 foreclosing on the Property without complying with the requirements of NRS Chapter
25 116 or the HOA's governing documents.

26 4. Tobin's Cross-claim in the Previous Case listed a host of allegations of
27 wrongdoing against Red Rock including claims that Red Rock failed to provide the Trust
28

with proper notice of the foreclosure sale and that it frequently misstated the amounts due and owing to the HOA under the HOA lien.

5. The Cross-claim in the Previous Case contained a cause of action against the HOA for quiet title and equitable relief claiming that Red Rock's actions caused the foreclosure sale to be null and void as well as causes of action for civil conspiracy, fraud, unjust enrichment, and breach of contract. The allegations of each of those claims centered around Red Rock.

6. The Cross-claim in the Previous Case alleged that it was Red Rock that conspired, Red Rock that committed fraud, Red Rock that was unjustly enriched, and Red Rock that breached the contract, but the Cross-claim did not list Red Rock as a party.

7. On February 5, 2019, the HOA brought a motion for summary judgment seeking the dismissal of the Trust's Cross-claim. The HOA argued that Red Rock clearly complied with all requirements of law in foreclosing on the Property and carefully presented the court with all of the notices Red Rock provided.

8. The Trust filed an opposition attempting to defend its allegations with a declaration from Tobin attached that claimed the Trust owned the Property.

9. On April 17, 2019, the court in that case signed an order granting the HOA's motion in its entirety reasoning that "[t]he totality of the facts evidence that the HOA properly followed the processes and procedures in foreclosing upon the Property."

10. Tobin, as the trustee to the Trust, also brought identical claims against the Jimijack Defendants, as successors in interest to the party that purchased the Property at the foreclosure, in the Previous Case. After a full trial on the merits, the Court entered a judgment on June 24, 2019, finding in favor of the Jimijack Defendants and against the Trust on all of the Trust's claims in part due to the fact that the claims were precluded by the order granting summary judgment.

1 11. Nationstar, as the servicing bank for the Deed of Trust on the Property at
2 the time of foreclosure, was also party to the Previous Case, but Tobin did not bring
3 claims against Nationstar directly.

4 **B. Tobin Brings the Current Complaint**

5 12. Shortly after all of her claims were denied at trial, Tobin filed a new
6 complaint on August 8, 2019, but this time she filed the Complaint in her individual
7 capacity. Tobin then filed a First Amended Complaint on June 3, 2020 (the “Complaint”).

8 13. Tobin’s new Complaint alleges that in March 2017, in the middle of the
9 previous litigation and before the Trust filed its motion for summary judgment against
10 the HOA, the Trust transferred title to the Property to Tobin individually.

11 14. Other than asserting claims in her individual capacity, Tobin’s current
12 action is based, once again, on allegations that Red Rock did not comply with the
13 requirements of law in foreclosing on the Property in August 2014.

14 15. The Complaint specifically brings claims against all of the Defendants for
15 quiet title, unjust enrichment, and declaratory relief based on allegations that Red Rock
16 wrongfully foreclosed on the Property.

17 16. The Complaint brings the above claims against the Jimijack Defendants and
18 Chiesi Defendants presumably because those Defendants obtained interests in the
19 Property after foreclosure. The Complaint alleges that Nationstar was the servicer on the
20 Deed of Trust on the Property at the time of foreclosure, but the Complaint does not
21 specify why Nationstar was named as a defendant in the current action.

22 17. On June 23, 2020, Red Rock filed a motion to dismiss arguing, in part, that
23 all of Tobin’s claims are barred by the doctrines of claim preclusion and nonmutual claim
24 preclusion. The remaining Defendants all properly joined Red Rock’s motion.

25 18. In their joinders, the Chiesi Defendants and the Jimijack Defendants
26 requested this Court grant them attorney’s fees and costs for defending against Tobin’s
27

1 claims. The Jimijack Defendants' Motion for Attorney's Fees and Costs were pursuant to
2 EDCR Rule 7.60(b)(1) and/or (3).

3 **STANDARD FOR DISMISSAL UNDER NRCP 12(B)(5)**

4 19. Pursuant to NRCP 12(b)(5), a motion to dismiss should be granted upon
5 "failure to state a claim upon which relief can be granted." A motion brought under
6 NRCP 12(b)(5) tests the legal sufficiency of the claim as alleged by the moving party. A
7 motion to dismiss must be granted where it appears to a certainty that the plaintiff is
8 entitled to no relief under any set of facts that could be proved in support of a claim. *Buzz*
9 *Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228 (2008); *Blackjack Bonding v. Las Vegas*
10 *Mun. Ct.*, 116 Nev. 1213,1217 (2000); *Simpson v. Mars Inc.*, 113 Nev. 188, 190 (1997).

11 20. In reviewing motions to dismiss, courts may consider the allegations of the
12 Complaint and "may also consider unattached [or attached] evidence on which the
13 complaint necessarily relies if: (1) the complaint refers to the document; (2) the document
14 is central to the plaintiff's claim; and (3) no party questions the authenticity of the
15 document." *Baxter v. Dignity Health*, 357 P.3d 927, 930 (Nev. 2015) (quoting *United States*
16 *v. Corinthian Colleges*, 655 F.3d 984, 999 (9th Cir.2011)).

17 **LEGAL FINDINGS**

18 21. The doctrine of claim preclusion, otherwise known as *res judicata* is
19 designed to prevent plaintiffs and their privies from filing any claims that were or could
20 have been asserted in a different suit. *U. of Nevada v. Tarkanian*, 879 P.2d 1180, 1191–92
21 (Nev. 1994).

22 22. The concept of *nonmutual* claim preclusion extends the doctrine and
23 "embraces the idea that a plaintiff's second suit against a new party should be precluded
24 'if the new party can show good reasons why he should have been joined in the first
25 action and the [plaintiff] cannot show any good reasons to justify a second chance.' "
26 *Weddell v. Sharp*, 350 P.3d 80, 84–85 (Nev. 2015) (quoting 18A Charles Alan Wright, et al.,
27 Federal Practice and Procedure § 4464.1 (2d ed.2002)

1 23. Courts should apply the doctrine of nonmutual claim preclusion when:

2 (1) There is a valid final judgment,

3 (2) a subsequent action is based on the same claims or any part of them
4 that were or could have been brought in the first action, and

5 (3) “the parties or their privies are the same in the instant lawsuit as
6 they were in the previous lawsuit, or the defendant can demonstrate that he
7 or she should have been included as a defendant in the earlier suit and the
8 plaintiff fails to provide a ‘good reason’ for not having done so.” *Id.* at 85.

9 24. In this case, there was a valid final judgment on all of the claims Tobin
10 brought against the HOA and all other parties to the foreclosure sale. In granting
11 summary judgment and issuing a decision after a bench trial, the trial court in the
12 previous action finally held that the foreclosure conducted by Red Rock was lawful and
13 that Tobin’s claims were all improper.

14 25. The current action is based on the same claims that were or could have been
15 brought in the first action. In both actions Tobin is challenging the validity of the
16 foreclosure sale conducted by Red Rock based on Red Rock’s actions during the
17 foreclosure sale.

18 26. The plaintiff in this action is the same or in privity to the plaintiff in the
19 previous action. While Tobin did file on behalf of the Trust in the first case and in her
20 individual capacity in this case, Tobin as an individual is clearly in privity with Tobin as
21 a trustee. Tobin obtained her interest in the Property that was the subject of the previous
22 action through the Trust by inheritance, succession, or purchase, and, even if Tobin were
23 not the trustee of the Trust, she would be in privity with the Trust. *See, Bower v. Harrah’s*
24 *Laughlin, Inc.*, 215 P.3d 709, 718 (Nev. 2009).

25 27. All of the Defendants or their privities were or should have been named in
26 the previous action. In the previous action, the Trust did name the Jimijack Defendants
27 ,to whom the Chiesi Defendants are in privity, and Nationstar. Red Rock was known at

the time of the previous action, and Tobin has not provided any good reason for not having brought Red Rock in the previous action.

28. Because this case meets all of the elements of claim preclusion and nonmutual claim preclusion, those doctrines now bar Tobin from bringing all of her claims against the Defendants.

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ACCORDINGLY, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED
that Red Rock's Motion to Dismiss all claims asserted against it in Tobin's First Amended
Complaint and the joinders to that motion filed by all other Defendants are GRANTED
and the action is dismissed in its entirety with prejudice.

IT IS FURTHER ORDERED THAT pursuant to NRS 14.017, the Notices of Lis Pendens recorded by Plaintiff in the Office of the Clark County Recorder as Instrument Numbers 201908080002097, 201908140003083, and 201908140003084, are hereby cancelled and expunged. Said cancellation has the same effect as an expungement of the original notice.

The requests for attorney's fees made by the Chiesi Defendants and Jimijack Defendants shall be addressed in a separate order. On September 6, 2020, the Court entered and filed its Order granting the Jimijack Defendants' Motion for Attorney's Fees and Costs pursuant to EDCR Rule 7.60 (b)(1) and /or (3)

IT IS SO ORDERED.

Dated: December 3, 2020

Dated this 3rd day of December, 2020

Jessie Johnson

HONORABLE SUSAN JOHNSON
DISTRICT COURT JUDGE

Submitted by:

____/s/ Brody Wight

Brody Wight, Esq.
Counsel for Defendant Red Rock
Financial Services, LLC.

6CA 205 1CBE 2555
Susan Johnson
District Court Judge

Approved as to Form and Content:

/s/ Scott Lachman

Scott Lachman, Esq.
Counsel for Niantar Mortgage, LLC

/s/ Joseph Hong

Joseph Hong, Esq.
Counsel for Joel A. Stokes, Joel A. Stokes
and Sandra Stokes as trustees of Jimijack
Irrevocable Trust, and Jimijack
Irrevocable Trust

/s/ Brittany Wood

Brittany Wood, Esq.
Counsel for Brian Chiesi, Debora Chiesi,
and Quicken Loans, Inc.

Mr. Thomson has refused to approve the proposed order for the reasons put forth in the letter attached as Exhibit 2

John Thomson, Esq.
Counsel for Nona Tobin

EXHIBIT 1

EXHIBIT 1

From: joseph hong yosuphonglaw@gmail.com
Subject: Re: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 30, 2020 at 12:57 PM
To: Brody Wight bwight@kochscow.com



Hi Brody...please affix my e-signature on the Order...

On Thu, Nov 19, 2020 at 10:42 AM Brody Wight <bwight@kochscow.com> wrote:


I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.

Brody Wight
Koch & Scow LLC
11500 S. Eastern Ave., Suite 210
Henderson, Nevada 89052
702-318-5040 (office)
702-318-5039 (fax)
801-645-8978 (cell)
bwight@kochscow.com

--

Joseph Y. Hong, Esq
Hong & Hong Law Office
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1980 Festival Plaza Dr., Suite 650
Las Vegas, Nevada 89135
Tel: (702) 870-1777
Fax: (702) 870-0500
Cell: (702) 409-6544
Email: Yosuphonglaw@gmail.com

From: Brittany Wood bwood@mauricewood.com 
Subject: RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 19, 2020 at 2:00 PM
To: Brody Wight bwight@kochscow.com, donna.wittig@akerman.com, joseph hong yosuphonglaw@gmail.com, melanie.morgan@akerman.com, scott.lachman@akerman.com, J Thomson jwtlaw@ymail.com

BW

You have my authority to attach my electronic signature.

Brittany Wood

Partner



9525 Hillwood Drive | Suite 140
Las Vegas, Nevada | 89134
Office: (702) 463-7616 | Fax: (702) 463-6224
bwood@mauricewood.com


This communication (including any attachments) is not intended or written to be used, and it cannot be used, for the purpose of avoiding tax penalties that may be imposed on the taxpayer. This transmission is intended only for the use of the addressee and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, any use of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately.

From: Brody Wight <bwight@kochscow.com>
Sent: Thursday, November 19, 2020 10:42 AM
To: donna.wittig@akerman.com; joseph hong <yosuphonglaw@gmail.com>; melanie.morgan@akerman.com; scott.lachman@akerman.com; Brittany Wood <bwood@mauricewood.com>; J Thomson <jwtlaw@ymail.com>
Subject: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

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Brody Wight
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Henderson, Nevada 89052
702-318-5040 (office)
702-318-5039 (fax)
801-645-8978 (cell)
bwight@kochscow.com

From: Scott.lachman@akerman.com 
Subject: RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 19, 2020 at 11:04 AM
To: bwight@kochscow.com, donna.wittig@akerman.com, yosuphonglaw@gmail.com, melanie.morgan@akerman.com, bwood@mauricewood.com, jwtlaw@ymail.com
Cc: elizabeth.streible@akerman.com



Brody – You have permission to use my e-signature for Nationstar. Bar No. 12016. Thanks for preparing the order.

Scott Lachman

Associate, Consumer Financial Services Practice Group
Akerman LLP | 1635 Village Center Circle, Suite 200 | Las Vegas, NV 89134
D: 702 634 5021 | C: 702 321 7282
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From: Brody Wight <bwight@kochscow.com>
Sent: Thursday, November 19, 2020 10:42 AM
To: Wittig, Donna (Assoc-Las) <donna.wittig@akerman.com>; joseph hong <yosuphonglaw@gmail.com>; Morgan, Melanie (Ptnr-Las) <melanie.morgan@akerman.com>; Lachman, Scott (Assoc-Las) <scott.lachman@akerman.com>; Brittany Wood <bwood@mauricewood.com>; J Thomson <jwtlaw@ymail.com>
Subject: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.



Order Granting
Defend...n.docx

From: Brody Wight bwight@kochscow.com 
Subject: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 19, 2020 at 10:42 AM
To: donna.wittig@akerman.com, [joseph hong yosuphonglaw@gmail.com](mailto:joseph.hong@yosuphonglaw@gmail.com), melanie.morgan@akerman.com,
scott.lachman@akerman.com, [Brittany Wood bwood@mauricewood.com](mailto:Brittany.Wood@mauricewood.com), [J Thomson jwtlaw@gmail.com](mailto:J.Thomson@jwtlaw@gmail.com)

BW

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.



Order Granting
Defend...n.docx

Brody Wight
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EXHIBIT 2

EXHIBIT 2

**LAW OFFICE OF JOHN W. THOMSON
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HENDERSON, NV 89074
OFFICE: 702-478-8282
FAX: 702-541-9500
EMAIL: johnwthomson@ymail.com/jwtlaw@ymail.com**

October 27, 2020

Via Email Only:

David Koch – dkoch@kochscow.com
Brody Wight – bwight@kochscow.com
Daniel Scow – dscow@kochscow.com
Steven Scow – sscow@kochscow.com
Donna Wittig – donna.wittig@akerman.com
Melanie Morgan – Melanie.morgan@akerman.com
Joseph Hong – yosuphonglaw@gmail.com
Brittany Wood – bwood@mauricewood.com

**Re: Tobin v. Chiesi, et al
Case No.: A-19-799890-C**

Dear Counsel:

Please see below Nona Tobin's comments and objections to the Order:

1. On January 31, 2017, Tobin, in her capacity as the trustee of the Gordon B. Hansen Trust (the "Trust"), filed a Cross-claim against the Sun City Anthem Community Association (the "HOA") in District Court Case No. A-15-720032-C (the "Previous Case" or "Previous Action") claiming the HOA, through its collection agent Red Rock, wrongfully foreclosed on a residence owned by the Trust and located at 2763 White Sage Drive, Henderson, Nevada 89052 (the "Property") on August 15, 2014.

Claims were brought in both capacities as Trustee and an Individual. The proposed pleadings attached to the 11/15/16 Motion to Intervene, the 12/20/16 hearing minutes & Recorder's Transcript Tobin as filing as an individual beneficiary & Gordon B. Hansen Trust, trustee. Her acceptance as an individual party was reaffirmed at a hearing on 4/27/17 See Recorder's Transcript Page.

2. In that same litigation, Tobin brought claims against the Jimijack Defendants as successors in interest to the party that purchased the Property at the foreclosure.

Tobin/Gordon B. Hansen Trust's primary claim was never adjudicated at trial, i.e., that Jimijack had no valid interest as its deed was inadmissible per NRS 111.345 & was not the successor in interest to the party that purchased the property at foreclosure. Jimijack evaded judicial scrutiny of Jimijack's defective deed by transferring Jimijack's deed to non-party Joel Stokes as an individual five weeks before the trial that allegedly adjudicated the Gordon B. Hansen Trust's quiet title claim v Jimijack.

3. Tobin's central allegation in the Previous Case was that Red Rock committed fraud and wrongfully colluded with several parties, including the HOA, in foreclosing on the Property without complying with the requirements of NRS Chapter 116 or the HOA's governing documents. (*Id.* at ¶ 17).

The documents and record speak for themselves, and the summary here is not adequate.

4. Tobin's Cross-claim in the Previous Case listed a host of allegations of wrongdoing against including claims that Red Rock failed to provide the Trust with proper notice of the foreclosure sale and that it frequently misstated the amounts due and owing to the HOA under the HOA lien.

Tobin/Gordon B. Hansen Trust filed six causes of actions vs. Sun City Anthem. Sun City Anthem's Motion for Summary Judgment addressed quiet title only. Court rejected the Ombudsman's notice of sale log because it was not authenticated. It was authenticated on 4/15/19, but the court did not consider it.

5. The Cross-claim in the Previous Case contained a cause of action against the HOA for quiet title and equitable relief claiming that Red Rock's actions caused the foreclosure sale to be null and void as well as causes of action for civil conspiracy, fraud, unjust enrichment, and breach of contract. The allegations of each of those claims centered around Red Rock.

The degree to which Red Rock & FSR misled the HOA Board, usurped control of funds belonging to the HOA and other parties was revealed during discovery of the prior proceedings but there was no judicial scrutiny of the evidence because Sun City Anthem's attorneys misrepresented the Red Rock foreclosure file as Sun City Anthem's official records and concealed the HOA's verified, corroborated agendas, minutes, and ownership accounts.

These claims were not heard. Five of the six causes of actions were dismissed to go to mediation, but were not returned. Sun City Anthem Motion for Summary Judgment was a partial Motion for Summary Judgment.

There are things about Red Rock's fraud that were only discovered during discovery in the first proceedings. Tobin was prevented from addressing them at trial because she was removed as a Party in her individual capacity; documentary evidence was all excluded from trial, Page 18 of 1/31/17 cross-claim, failure to distribute proceeds, and many other findings of fact were misrepresented in the 4/17/19 Sun City Anthem Motion for Summary Judgment.

6. The Cross-claim in the Previous Case alleged that it was Red Rock that conspired, Red Rock that committed fraud, Red Rock that was unjustly enriched, and Red Rock that breached the contract, but the Cross-claim did not list Red Rock as a party.

None of these claims were heard. See # 13

Red Rock was not a party in the prior suit. Tobin tried to add them in her attempted amendment of her 1/31/17 Cross-Claim vs Sun City Anthem that it could not have any added parties or claims, but the Court wouldn't allow it. See 1/10/19 Recorder's Transcript.

7. On February 5, 2019, the HOA brought a motion for summary judgment seeking the dismissal of the Trust's Cross-claim. The HOA argued that Red Rock clearly complied with all requirements of law in foreclosing on the Property and carefully presented the court with all of the notices Red Rock provided.

Disagree. It was a partial Motion for Summary Judgment vs. the Gordon B. Hansen Trust on the quiet title claim. It did not address five of the six causes of actions in the 1/31/17 CRCM that all parties agreed on 3/26/19 hearing (See Recorder's Transcript) was the operative pleading.

Misstates what happened. While it is true that the HOA argues these points, it did so without any verified, corroborated supporting evidence and by unverified, uncorroborated Red Rock foreclosure file as if it was the HOA's official record.

Sun City Anthem's assisted Red Rock's alleged fraud by presenting inaccurate notices that were never sent, as if they were real, and concealed from discovery the actual official HOA records that support Tobin's and Leidy's declarations made under penalty of perjury.

8. The Trust filed an opposition attempting to defend its allegations with a declaration from Tobin attached that claimed the Trust owned the Property.

Tobin's 3/6/19 declaration under penalty of perjury was consistent with the many other declarations she made under penalty of perjury (9/23/16, 1/17/17, 3/14/19, 3/22/19, 4/20/19).

This implies there was some conflict in her statement about who owned it at the time of the sale and how she acquired title as an individual, but alternate theories of recovery are allowed.

Further, this 3/6/19 declaration was not considered by the court at the 3/26/19 hearing because the court had granted the HOA's Motion for Summary Judgment and Nationstar Mortgage's sua sponte on 3/5/19.

9. On April 17, 2019, the court in that case signed an order granting the HOA's motion in its entirety reasoning that "[t]he totality of the facts evidence that the HO properly followed the processes and procedures in foreclosing upon the Property." (Exhibit 4, pg. 9).

While it is true that is what the order says, there are many disputed facts in that order. See Tobin 4/20/19 DECL that was exhibit 1 to the 5/23/19 Reply to SCA's opposition to reconsider.

All evidence, meaning all sworn affidavits, declarations under penalty of perjury by Teralyn Lewis -Nevada Real Estate Division Custodian of Records; Craig Leidy- 2014 listing agent; Doug Proudfit- 2012-2013 Listing agent; Linda Proudfit – Proudfit Realty Custodian of Records; Steve Hansen – co-beneficiary to the Gordon B. Hansen Trust until 3/27/17; and Nona Tobin as well as all verified & corroborated documentary evidence support Nona Tobin's claims.

The court erred in relying solely on the HOA's oral arguments and Red Rock's unverified, uncorroborated file; ignoring all of the verified evidence that contradicts that statement.

10. Tobin, as the trustee to the Trust also brought identical claims against the Jimijack Defendant, as successors in interest to the party that purchased the Property at the foreclosure, in the Previous Case. After a full trial on the merits, the Court entered a judgment on June 24, 2019 finding in favor of the Jimijack Defendants and against the Trust on all of the Trust's claims in part due to the fact that the claims were precluded by the order granting summary judgment.

The 5 causes of actions of Tobin/Gordon B. Hansen Trust's 2/1/17 AACC vs Joel & Sandra as Trustees of Jimijack were not identical to the claims against the HOA and no claims against Jimijack were heard at trial. There was no "full trial on the merits". Joel A. Stokes, a party in this case, who held Jimijack's recorded interest as of 5/1/19, was not a party in either of the

consolidated cases. The court was not aware at trial that non-party Joel Stokes had encumbered the property with a \$355,000 deed of trust from non-party Civic Financial Services. The Stokes-Civil Financial Services Deed of Trust was wrongly identified as the Jimijack-Nationstar Mortgage “settlement” even though neither NSM nor Jimijack was party to Stokes-Civil Financial Services Deed of Trust.

Further, Plaintiff Jimijack that did not have an admissible deed filed, no quiet title (or any other) claims, into the consolidated cases except its original 6/16/15 COMP vs BANA. BANA defaulted & JDDF was filed on 10/16/15 so BANA was not a party.

Claims preclusion should not have been applied by the court. The Sun City Anthem’s Motion for Summary Judgment was a partial Motion for Summary Judgment as it specifically limited its scope to the quiet title causes of action of the Gordon B. Hansen Trust. The Motion for Summary Judgment was specifically not addressing five of the six Gordon B. Hansen Trust causes of actions or six of Tobin’s causes of actions against Sun City Anthem. Motion for Summary did not apply to Tobin/Gordon B. Hansen Trust’s five causes of actions against Jimijack or the four causes of actions against Hong’s other client Yuen K. Lee dba F. Bondurant as Hong did not file a joinder to Sun City Anthem’s Motion for Summary Judgment and his oral motion to join at the 3/26/19 hearing was denied. (Page 20, lines 16-17 Recorder’s Transcript)

11. Nationstar, as the servicing bank for the Deed of Trust on the Property at the time of foreclosure, was also party to the Previous Case, but Tobin did not bring claims against Nationstar directly.

Nationstar Mortgage was party in the previous case because it inaccurately claimed to hold the beneficial interest of the Hansen Deed of Trust.

Tobin filed an affidavit on 9/23/16 that stated on Page 5 “23. In our scenario, Nationstar Mortgage would retain whatever security interest they had (and could legitimately prove they had in the first deed of trust on August 14, 2014 and no more.

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

25. I believe Nationstar Mortgage's claims are clearly contradicted by evidence I possess.”

12. Shortly after all of her claims were denied at trial, Tobin filed a whole new complaint on August 8, 2019, but this time she filed the Complaint in her individual

capacity. Tobin then filed a First Amended Complaint on June 3, 2020 (the “Complaint”)

Filing the new claim was necessary to protect my individual rights arising from my 3/28/17 deed. The parties would have asserted they were time-barred if I had not filed an individual claim prior to the 8/14/19 statute of limitations.ⁱ

13. Tobin’s new Complaint alleges that in March 2017, in the middle of the previous litigation and before the Trust filed its motion for summary judgment against the HOA, the Trust transferred title to the Property to Tobin individually.

“...before the trust filed its Motion for Summary Judgment vs. the HOA” misstates the facts & the court record.

1/31/17 Tobin Cross-Claim vs Sun City Anthem

2/23/17 Sun City Anthem Motion to Dismiss Tobin/Gordon B. Hansen Trust per NRS 38.310

3/3/17 Tobin filed a Pro Se Motion for Summary Judgment to void the sale vs. the HOA on behalf of herself & Gordon B. Hansen Trust

3/14/17 Sun City Anthem changed attorneys from Lech to Lipson

3/22/17 Tobin gave Sun City Anthem a settlement offer to avoid litigation

3/22/17 Sun City Anthem filed Motion to Dismiss vs Tobin & Gordon B. Hansen Trust per NRCP 41 because Tobin was a Pro Se

3/31/17 Sun City Anthem filed an Opposition to Motion to Tobin Motion for Summary Judgment

4/27/17 Court denied Sun City Anthem Motion to Dismiss per 41 “as to the individual” but erred in not hearing the Tobin/Gordon B. Hansen Trust Motion for Summary Judgment which was scheduled to be heard 4/27/17

5/25/17 Sun City Anthem & Tobin/Gordon B. Hansen Trust new attorney stipulated to withdraw all claims & Tobin’s MSJ pending completion of mediation. Sun City Anthem’s 3/31/17 opposition was withdrawn erroneously as Sun City Anthem new attorney Ochoa misrepresented Sun City Anthem’s opposition as a 2nd Tobin/Gordon B. Hansen Trust Motion for Summary Judgment. Tobin/Gordon B. Hansen Trust completed mediation on 11/13/18, but her claims were not restored to the jurisdiction of the court as her 4/9/19, 4/12/19, 7/26/19 notices of completion of mediation and her 7/29/19 motion to dismiss per 38.310 were all stricken from the record unheard. This resulted in the court refusing to hear her 3/3/17 Motion for Summary Judgment vs. Sun City Anthem, her 4/10/19 Motion for Summary Judgment vs. Jimijack and her 4/24/19 motion to vacate the Sun City Anthem partial Motion for Summary Judgment of the Gordon B. Hansen Trust’s quiet title claims & Nationstar Mortgage’s limited joinder thereto pursuant to NRCP 60 fraud on court.

14. Other than asserting claims in her individual capacity, Tobin’s current action is based, once again, on allegations that Red Rock did not comply with the requirements of law in foreclosing on the Property in August 2014.

Tobin filed the claims that the HOA's agent did not comply with legal requirements in an individual capacity in the prior case, but the court did not hear her as an individual previously, and so the court was unaware of the specific evidence of Red Rock's falsification of its unverified, uncorroborated foreclosure file, keeping two sets of books, taking the authority of the HOA Board to retain proprietary control over funds collected for the benefit of the HOA, conspiring with Nationstar Mortgage to mischaracterize Nationstar Mortgage's rejected \$1100 tender to close the 5/8/14 \$367,500 auction.com sale, authenticated Ombudsman's log shows there was no notice of sale in effect when the 8/15/14 sale was held that was uncovered during the prior proceedings, so she reasserts those claims in the current case. The claim that Red Rock wrongly retained the proceeds of the sale was on page 18-19 of the 1/31/17 Cross-Claim vs. Sun City Anthem, but was never heard because Tobin was prohibited from adding back in the 5 of 6 causes of actions that were withdrawn pending completion of mediation. Tobin's individual motions and notices were all stricken from the record unheard.

15. The Complaint specifically brings claims against all of the Defendants for quiet title, unjust enrichment, and declaratory relief based entirely on allegations that Red Rock wrongfully foreclosed on the Property.

Disagree. The complaint speaks for itself and the summary is inadequately simple and incorrect. The claim against Nationstar Mortgage is that it never was the beneficial owner of the Hansen deed of trust, and is judicially estopped from claiming to own it now. However, because Nationstar Mortgage misrepresented to the court that Tobin's choosing to move to void the sale subject to the Hansen Deed of Trust meant that Tobin/Gordon B. Hansen Trust and Nationstar Mortgage were not opposing parties. Nationstar Mortgage therefore "settled out of court" and dropped its quiet title claims without meeting its burden of proof. Further, if the sale was valid to extinguish the Gordon B. Hansen Trust's interest, then it was valid to extinguish the Hansen Deed of Trust. Also, Nationstar Mortgage & Red Rock both concealed that the Nationstar Mortgage offer of \$1100 and the 3/28/14 Red Rock Financial Services pay off demand to Chicago title the complaint against Jimijack was that the deed was fraudulent and inadmissible per NRS 111.345. All other defendant's deeds that stemmed from Jimijack's are void as well. These are new claims never heard.

16. The Complaint brings the above claims against the Jimijack Defendants and Chiesi Defendants presumably because those Defendants obtained interests in the Property after foreclosure. The Complaint alleges that Nationstar was the servicer on the Deed of Trust on the Property at the time of foreclosure, but the Complaint does not specify why Nationstar was named as a defendant in the current action.

Nationstar Mortgage did not admit that it was only the servicer and not the beneficiary until after the end of discovery, and then they immediately contradicted it by recording a claim that contradicted its previous claim of being the beneficiary. Nationstar Mortgage recorded false claims related to the disputed Hansen DOT on 12/1/14, two on 3/8/19, 1/22/15, 8/17/15, and 6/3/19. In settlement with the other parties, the Jimijack-Nationstar Mortgage settlement, they decided to recording documents on 5/1/19 and 5/23/19 which clouded the title with reassignments of the Stokes-CFS DOT on 6/4/19 and 7/17/19. Chiesi/Quicken defendants recorded claims adverse to Tobin's claimed interest on 12/27/19 during the pendency of these proceedings and the appeal of the prior case. NSM reconveyed the Hansen deed of trust to Joel Stokes as an individual instead of to the estate of the borrower; while the Stokes-Civil Financial Services Deed of Trust still encumbered the property.

17. On June 23, 2020, Red Rock filed a motion to dismiss arguing, in part, that all of Tobin's claims are barred by the doctrines of claim preclusion and nonmutual claim preclusion. The remaining Defendants all properly joined Red Rock's motion.

Claims preclusion is not supported by the facts. Tobin's individual claims in the prior case were not heard. Nationstar Mortgage's claims were not heard because they were dismissed without Tobin's consent, allegedly in order to evade judicial scrutiny of any evidence, and creating a side deal with Jimijack to thwart Tobin's ownership interest. Jimijack didn't have any claims to adjudicate, but somehow won without any claims or any evidence.

Different parties, different claims, no fair adjudication previously equals no applicability of claims preclusion doctrine.

18. In their joinders, the Chiesi Defendants and the Jimijack Defendants requested this Court grant them attorney's fees and costs for defending against Tobin's claims. The Jimijack Defendant's Motion for Attorney's Fees and Costs were pursuant to EDCR Rule 7.60(b)(1) and/or (3).

The attorney fees and costs are separate matters and should not be included in the Order granting motion to dismiss.

Sincerely,

/s/ John W. Thomson

John W. Thomson. Esq.

JWT/ac

cc: Nona Tobin

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 12/3/2020

15 David Koch

dkoch@kochscow.com

16 Brody Wight

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17 Akerman LLP

AkermanLAS@akerman.com

18 Andrea Eshenbaugh - Legal Assistant

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19 Donna Wittig

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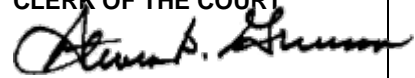
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NTSO

MELANIE D. MORGAN, ESQ.

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Attorney for Nationstar Mortgage LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept. No.: XXXI

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

NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

vs.

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

Counter-Defendants.

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

3 vs.

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

6 Counter-Defendants.
7

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

10 vs.

11 SUN CITY ANTHEM COMMUNITY
12 ASSOCIATION, INC., DOES 1-10, AND
ROE CORPORATIONS 1-10, inclusive,

13 Counter-Defendants.
14

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

17 vs.

18 OPPORTUNITY HOMES, LLC, THOMAS
LUCAS, Manager,

19 Counter-Defendant.
20

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

23 vs.

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

25 Counter-Defendant.
26
27
28

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

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

Dated: February 20, 2019

AKERMAN LLP

/s/ Thera A. Cooper

MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

THERA A. COOPER, ESQ.

Nevada Bar No. 13468

1635 Village Center Circle, Suite 200

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Attorneys for Nationstar Mortgage LLC

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TEL.: (702) 634-5000 – FAX: (702) 380-8572

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 20th day of February, 2019, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER FOR DISMISSAL WITHOUT PREJUDICE AS TO CLAIMS AGAINST OPPORTUNITY HOMES, LLC AND F. BONDURANT, LLC**, in the following manner:

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

Michael R. Mushkin & Associates

L. Joe Coppedge	joe@mushlaw.com
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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

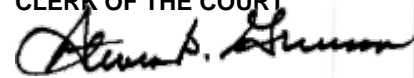
Joseph Y. Hong, Esq.	yosuphonglaw@gmail.com
Nona Tobin	nonatobin@gmail.com

/s/ Christine Weiss

An employee of AKERMAN LLP

EXHIBIT A

EXHIBIT A



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THERA A. COOPER, ESQ.
Nevada Bar No. 13468
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Attorney for Nationstar Mortgage LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept. No.: XXXI

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

NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

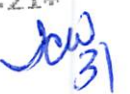
vs.

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

Counter-Defendants.

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

3 vs.

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

6 Counter-Defendants.
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8 NONA TOBIN, an individual, and Trustee of the
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Cross-Claimant,

10 vs.

11 SUN CITY ANTHEM COMMUNITY
12 ASSOCIATION, INC., DOES 1-10, AND
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15 NONA TOBIN, an individual, and Trustee of the
GORDON B. HANSEN TRUST. Dated 8/22/08
Cross-Claimant,

16 vs.

17 OPPORTUNITY HOMES, LLC, THOMAS
18 LUCAS, Manager,

19 Counter-Defendant.
20

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GORDON B. HANSEN TRUST. Dated 8/22/08
Cross-Claimant,

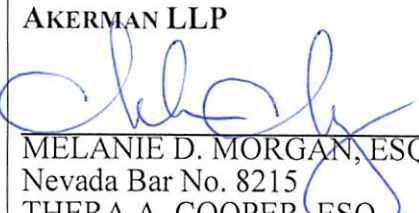
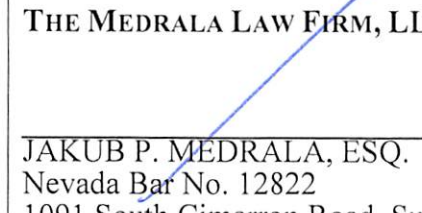
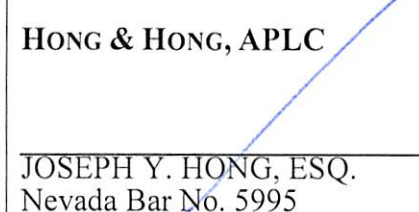
22 vs.

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

25 Counter-Defendant.
26
27
28

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


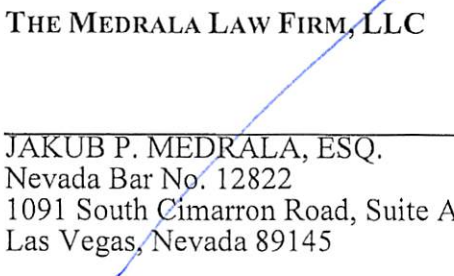

Each party shall bear their own fees and costs.

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

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

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

Each party shall bear their own fees and costs.

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

AKERMAN LLP

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TEL.: (702) 634-5000 - FAX: (702) 380-8572

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

Each party shall bear their own fees and costs.

Dated this ____ day of February, 2019.

AKERMAN LLP

MELANIE D. MORGAN, ESQ.
Nevada Bar No. 8215
THERA A. COOPER, ESQ.
Nevada Bar No. 13468
1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134

Attorneys for Nationstar Mortgage LLC

Dated this 8th day of February, 2019.

THE MEDRALA LAW FIRM, LLC

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

Attorney for Opportunity Homes, LLC

Dated this ____ day of February, 2019.

HONG & HONG, APLC

JOSEPH Y. HONG, ESQ.
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1980 Festival Drive, Suite 650
Las Vegas, Nevada 89135

Attorney for F. Bondurant, LLC

AKERMAN LLP

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TEL.: (702) 634-5000 - FAX: (702) 380-8572

ORDER

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

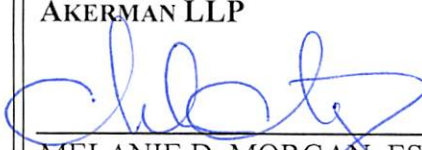
DATED: February 14, 2019

JOANNA S. KISHNER


DISTRICT COURT JUDGE

Respectfully submitted by:

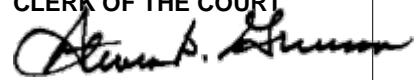
AKERMAN LLP


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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.; SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
INC.; DOES I through X and ROE
BUSINESSENTITIES I through X,
inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

vs.

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

Counter-Defendants.

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

CASE NO.: A-15-720032-C

Dept. XXXI

**NOTICE OF ENTRY OF FINDINGS OF
FACT, CONCLUSIONS OF LAW AND
ORDER**

1 Dated 8/22/08

2 Counter-Claimant,

3 vs.

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

6 Counter-Defendants.

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

9 Cross-Claimant,

10 vs.

11 SUN CITY ANTHEM COMMUNITY
12 ASSOCIATION, INC., DOES 1-10, AND
ROE CORPORATIONS 1-10, inclusive,

13 Counter-Defendants.

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

16 Cross-Claimant,

17 vs.

18 OPPORTUNITY HOMES, LLC, THOMAS
19 LUCAS, Manager,

20 Counter-Defendant.

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

23 Cross-Claimant,

24 vs.

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

27 Counter-Defendant.

NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Please take notice that the Findings of Fact, Conclusions of Law and Order was filed with this court on the 22nd day of November, 2019, a copy of which is hereto attached as Exhibit "A".

Dated this 22nd day of November, 2019.

LIPSON NEILSON P.C.

/s/ DAVID 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 22nd day of November, 2019, service of the foregoing
NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER
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

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

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

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

Attorneys for Plaintiff

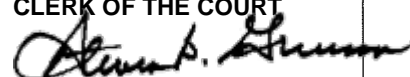
Joe Coppedge, Esq.
Michael R. Mushkin & Associates, P.C.
4475 S. Pecos Road
Las Vegas, NV 89121

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

/s/ Juan Cerezo

An Employee of LIPSON NEILSON P.C.

EXHIBIT “A”



LIPSON NEILSON, P.C.
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Nevada Bar No. 10414
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kanderson@lipsonneilson.com
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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,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.,

Defendant.

NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counter-Defendant.

NONA TOBIN, 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.

CASE NO.: A-15-720032-C

Dept. XXXI

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER**

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,

On September 3, 2019, the Court heard and considered the following Motions:

(1) Nona Tobin's Motion for a New Trial Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F) ("Motion for New Trial");

(2) Nona Tobin's Motion to Dismiss Pursuant to NRS 38.310(2) ("Motion to Dismiss");

(3) Counterdefendants' Response to Nona Tobin's Motion for New Trial and Motion to Dismiss and Countermotion to Strike from the Record the Rogue Motions and for Attorney's Fees and Costs Pursuant to EDCR Rule 7.6(b)(1) and/or (3);

(4) Sun City Anthem Community Association's Joinder to Counterdefendants' Response and Sun City Anthem Community Association's Countermotion to Strike Notice of Lis Pendens, for a Vexatious Litigant Order, and for Attorney's Fees Pursuant to NRS 18.010 and EDCR 7.6.

Non Party Nona Tobin appeared on her own behalf; Joseph Hong, Esq. appeared for Counterdefendants Joel A Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust, Yuen K Lee and F. Dondurant, LLC; Kaleb Anderson, Esq. appeared for Sun City Anthem Community Association; and Donna Wittig, Esq. appeared for Nationstar Mortgage, LLC.

Being fully briefed, and the Court having considered the Motions, Oppositions, and Replies, and being fully advised in the premises, finds as follows:

///

///

FINDINGS OF FACT

1. Nona Tobin, an individual, is not, and has never been, a party to this case.
2. Nona Tobin's involvement in this case is limited to her role as trustee of the GORDON B. HANSEN TRUST Dated 8/22/08.
3. Nona Tobin, as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08 is represented in this matter by Joe Coppedge Esq.
4. Despite pronouncements from this Court regarding Nona Tobin's status as a non-party in this matter, all parties to the case have perpetuated confusion as to Nona Tobin's status as a party by continuing to make reference to Nona Tobin, as an individual, as a party to the case.
5. Although this Court orally granted a Motion to Withdraw by Attorney Coppedge, no final Order was filed. Pursuant to *Division of Child and Family Services, Dept. of Human Resources, State of Nevada v. Eighth Judicial District Court ex rel. County of Clark*, 120 Nev. 445, 92 P.3d 1239 (2004), the oral pronouncement of the Court is ineffectual without a written, signed, and filed order.
6. On July 23, 2019, Nona Tobin, as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08 filed a Notice of Appeal.
7. On July 22, 2019, Nona Tobin, as an individual, filed a Motion for a New Trial Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F).
8. On July 29, 2019, Nona Tobin, as an individual, filed a Motion to Dismiss Pursuant to NRS 38.310(2).
9. On August 7, 2019, Nona Tobin, as an individual, filed a Notice of Lis Pendens.

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///

CONCLUSIONS OF LAW

1. Because she is not now, nor has she ever been, as party to this case, Nona Tobin is not authorized to file anything with this court in her individual capacity.
2. The only way Nona Tobin is involved in this matter is in her capacity as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08. In this capacity, she is represented by attorney Joe Coppedge, Esq..
3. Because she is not a party to the case, all documents filed with this Court by Nona Tobin as an individual, are rogue documents and are stricken from the record. This includes both the Motion to Dismiss and Motion for New Trial (and all oppositions or replies) and the Notice of Lis Pendens.
4. In addition to being stricken as rogue documents, the Motion to Dismiss and Motion for a New Trial denied under NRCP 62.1, as there is no ^{basis for} relief possible given the pending appeal ^{and the lack of authority provided.}
5. Counterdefendants have requested attorney's fees from Nona Tobin as part of their response to the Motion to Dismiss and Motion for a New Trial. Because ^{inter alia} the Court has no jurisdiction over Nona Tobin as an individual, ^{the} this Court has ^{no basis provided, basis upon which fees could be assessed Agt her.} no jurisdiction over her.
6. Further, all parties to the case have contributed to the confusion regarding Nona Tobin's (as an individual) status in the case, so this Court finds no basis for an award of attorney's fees.

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that non-party Nona Tobin's Motion for a New Trial Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F) is stricken from the Record as a rogue document.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that non-party Nona Tobin's Motion to Dismiss Pursuant to NRS 38.310(2) is stricken from the Record as a rogue document.

1
2 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the Motion to
3 expunge the lis pendens is GRANTED.

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Counter
5 defendants' Requests for Attorney's fees are denied without prejudice.

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that
7 Counterdefendant Sun City Anthem Community Association's Counter Motion to have
8 Nona Tobin deemed a vexation litigant is denied *without prejudice.*

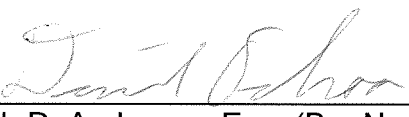
9 Dated this 20 day of ~~October~~, 2019.
November

10
11  JOANNA S. KISHNER

12 HONORABLE JOANNA KISHNER

13
14 Submitted by:

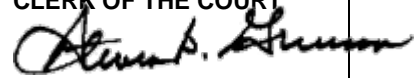
15 **LIPSON NEILSON, P.C.**

16
17 By: 
18 Kaleb D. Anderson, Esq. (Bar No. 7582)
19 David T. Ochoa, Esq. (Bar No. 10414)
20 9900 Covington Cross Drive, Suite 120
21 Las Vegas, Nevada 89144

22 Attorneys for Cross-Defendant
23 Sun City Anthem Community Association
24
25
26
27
28

1 Approved as to form and content

<p>2 Dated this ____ day of October, 2019</p> <p>3 AKERMAN, LLP</p> <p>4</p> <p>5 By: <u>Signature waived</u></p> <p>6 Melanie D. Morgan, Esq. (Bar No. 8215)</p> <p>7 1635 Village Center Circle Ste. 200</p> <p>8 Las Vegas, NV 89134</p> <p>9 <i>Attorneys for Defendants</i></p>	<p>Dated this <u>29th</u> day of October, 2019</p> <p>HONG & HONG</p> <p>By: <u>s/ Joseph Hong</u></p> <p>Joseph Y. Hong, Esq. (Bar No: 5995)</p> <p>1980 Festival Plaza Dr., Suite 650</p> <p>Las Vegas, NV 89135</p> <p><i>Attorney for Plaintiff/Counterdefendant</i></p> <p><i>Jimijack Irrevocable Trust</i></p>
<p>10 Dated this ____ day of October, 2019</p> <p>11 MUSHKIN CICA COPPEDGE</p> <p>12</p> <p>13 By: <u>Declined to sign</u></p> <p>14 Joe Coppedge, Esq. (Bar No. 4954)</p> <p>15 4495 S. Pecos Rd.</p> <p>16 Las Vegas, NV 89121</p> <p><i>Attorney for Nona Tobin</i></p>	



NTSO

MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

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,

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.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept. No.: XXXI

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

AKERMAN LLP

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

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

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

Dated: March 12, 2019

AKERMAN LLP

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

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

CERTIFICATE OF SERVICE

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

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

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Hong & Hong APLC

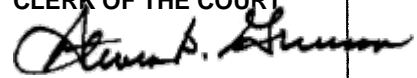
Joseph Y. Hong, Esq.	yosuphonglaw@gmail.com
Nona Tobin	nonatobin@gmail.com

/s/Jill Sallade

An employee of AKERMAN LLP

EXHIBIT A

EXHIBIT A



SAO
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donna.wittig@akerman.com
Attorneys for Nationstar Mortgage LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiff,

vs.

BANK OF AMERICA, N.A.,

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,

vs.

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

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

**STIPULATION AND ORDER
REFORMING CAPTION**

TC3

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

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

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

20 IT IS FURTHER STIPULATED that the caption be amended to remove Nationstar's
21 claims against Opportunity Homes, LLC and F. Bondurant, LLC as a result of the stipulation and
22 order dismissing these claims entered on February 20, 2019.
23

24 IT IS FURTHER STIPULATED that the caption be amended to remove Jimijack Trust's
25 claims against Sun City HOA as Sun City HOA was never served with Jimijack Trust's
26 complaint.
27

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

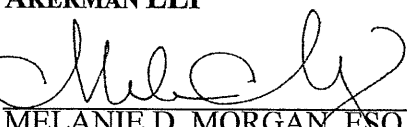
claims against DOES I through X, inclusive and ROE CORPORATIONS XI through XX,
inclusive.

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

DATED February 27, 2019

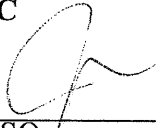
Dated this 27 day of February, 2019.

AKERMAN LLP


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

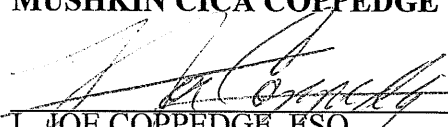
Dated this 26 day of February, 2019.

HONG & HONG, APLC


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

Dated this 27 day of February, 2019.

MUSHKIN CICA COPPEDGE


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

Dated this ____ day of February, 2019.

LIPSON NEILSON

DAVID T. OCHOA, ESQ.
Nevada Bar No. 10414
9900 Covington Cross Dr., Suite 120
Las Vegas, Nevada 89144
Attorney for Sun City Anthem Community Association, Inc.

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

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

DATED February 27, 2019

Dated this ____ day of February, 2019.

AKERMAN LLP

MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

THERA A. COOPER, ESQ.

Nevada Bar No. 13468

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

Attorneys for Nationstar Mortgage LLC

Dated this ____ day of February, 2019.

MUSHKIN CICA COPPEDGE

L. JOE COPPEDGE, ESQ.

Nevada Bar No. 4954

4495 S. Pecos Rd.

Las Vegas, Nevada 89121

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

Dated this ____ day of February, 2019.

HONG & HONG, APLC

JOSEPH Y. HONG, ESQ.

Nevada Bar No. 5995

1980 Festival Drive, Suite 650

Las Vegas, Nevada 89135

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

Dated this 27 day of February, 2019.

LIPSON NEILSON



DAVID T. OCHOA, ESQ.

Nevada Bar No. 10414

9900 Covington Cross Dr., Suite 120

Las Vegas, Nevada 89144

*Attorney for Sun City Anthem Community
Association, Inc.*

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

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

DATED February 27, 2019

Dated this 27 day of February, 2019.

AKERMAN LLP



MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

THERA A. COOPER, ESQ.

Nevada Bar No. 13468

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

Attorneys for Nationstar Mortgage LLC

Dated this ____ day of February, 2019.

MUSHKIN CICA COPPEDGE

L. JOE COPPEDGE, ESQ.

Nevada Bar No. 4954

4495 S. Pecos Rd.

Las Vegas, Nevada 89121

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

Dated this ____ day of February, 2019.

HONG & HONG, APLC

JOSEPH Y. HONG, ESQ.

Nevada Bar No. 5995

1980 Festival Drive, Suite 650

Las Vegas, Nevada 89135

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

Dated this ____ day of February, 2019.

LIPSON NEILSON

DAVID T. OCHOA, ESQ.

Nevada Bar No. 10414

9900 Covington Cross Dr., Suite 120


Las Vegas, Nevada 89144

*Attorney for Sun City Anthem Community
Association, Inc.*

ORDER

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

DATED this 1 day of March, 2019.


DISTRICT COURT JUDGE

JOANNA S. KISHNER

Respectfully submitted by:

AKERMAN LLP
MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

DONNA M. WITTIG, ESQ.

Nevada Bar No. 11015

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

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

IN THE SUPREME COURT OF THE STATE OF NEVADA

NONA TOBIN, AS TRUSTEE OF THE
GORDON B. HANSEN TRUST, DATED
8/22/08,

Appellants,

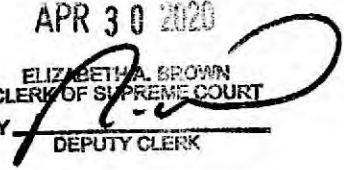
vs.

JOEL A. STOKES; SANDRA F.
STOKES, AS TRUSTEE OF THE
JIMI JACK IRREVOCABLE TRUST;
YUEN K. LEE, AN INDIVIDUAL, D/B/A
MANAGER; F. BONDURANT, LLC;
SUN CITY ANTHEM COMMUNITY
ASSOCIATION, INC.; AND
NATIONSTAR MORTGAGE, LLC,
Respondents.

No. 79295

FILED

APR 30 2020

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

ORDER

On September 4, 2019, this court entered an order dismissing this appeal as to appellant Nona Tobin in her individual capacity. On October 11, 2019, attorney John W. Thomson made an appearance as counsel for Ms. Tobin, and subsequently filed an amended notice of appeal on Ms. Tobin's behalf. This court entered an order to show cause directing counsel to demonstrate Ms. Tobin's eligibility to proceed in her individual capacity. Counsel has responded, and respondents have filed a reply.

Having considered the arguments of the parties, this court confirms that Nona Tobin has not been granted leave to intervene as an individual and her filings in the district court were stricken as rogue documents. Nona Tobin is not a party to this appeal and this court lacks jurisdiction to address her claims as an individual. "[T]his court has jurisdiction to entertain an appeal only where the appeal is brought by an aggrieved party." *Valley Bank of Nev. v. Ginsburg*, 110 Nev. 440, 446, 874

P.2d 729, 734 (1994). Accordingly, this appeal remains dismissed as to Nona Tobin in her individual capacity.

The briefing schedule is reinstated as follows. Respondents shall have 30 days from the date of this order to file and serve the answering brief. Thereafter, briefing shall proceed in accordance with NRAP 31(a)(1).

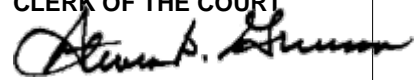
It is so ORDERED.


Gibbons


Stiglich


Silver

cc: Thomson Law PC
Mushkin & Coppedge
Akerman LLP/Las Vegas
Lipson Neilson P.C.
Hong & Hong



LIPSON NEILSON, P.C.
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Nevada Bar No. 7582
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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.; SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
INC.; DOES I through X and ROE
BUSINESSENTITIES I through X,
inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

vs.

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

Counter-Defendants.

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

CASE NO.: A-15-720032-C

Dept. XXXI

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

1 Dated 8/22/08

2 Counter-Claimant,

3 vs.

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

6 Counter-Defendants.

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

9 Cross-Claimant,

10 vs.

11 SUN CITY ANTHEM COMMUNITY
12 ASSOCIATION, INC., DOES 1-10, AND
ROE CORPORATIONS 1-10, inclusive,

13 Counter-Defendants.

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

16 Cross-Claimant,

17 vs.

18 OPPORTUNITY HOMES, LLC, THOMAS
19 LUCAS, Manager,

20 Counter-Defendant.

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

23 Cross-Claimant,

24 vs.

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

27 Counter-Defendant.

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

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

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

Melanie D Morgan, Esq.
Donna Wittig, Esq.
AKERMAN LLP
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Attorneys for Defendants

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*

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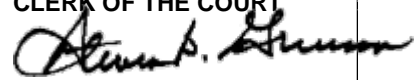
Attorneys for Plaintiff

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/ Sydney Ochoa

An Employee of LIPSON NEILSON, P.C.



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kanderson@lipsonneilson.com
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.,

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,

vs.

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

CASE NO.: A-15-720032-C

Dept. XXXI

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

ml
4-8-19

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

4 Counter-Defendants,

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

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

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

25 **FINDINGS OF FACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 23. The sale was postponed three times.

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

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

- 1 26. Craig Leidy requested the HOA waive thousands of dollars off the debt.
- 2 27. The HOA communicated that it would waive some amounts but could not
- 3 grant the waiver to the extent requested.
- 4 28. Communication between Nationstar and Craig Leidy appears to indicate
- 5 the balance was too high for Nationstar to allow the short sale.
- 6 29. Sometime in May 2014, The Estate of Gordon Hansen entered into a
- 7 Purchase Agreement with MZK Residential LLC, contingent on short sale approval.
- 8 Tobin initialed every page of the agreement.
- 9 30. The HOA foreclosure took place on August 15, 2014, whereby the HOA,
- 10 through Red Rock, sold the Property to Thomas Lucas representing Opportunity Homes
- 11 LLC for \$63,100.00.
- 12 31. A foreclosure deed in favor of Opportunity Homes LLC was recorded on
- 13 August 22, 2014.
- 14 32. On October 13, 2014, Tobin sent an email to Craig Leidy, where she
- 15 indicated her belief that he failed to protect the Trust's interest, that she believed he was
- 16 working with the Purchaser Thomas Lucas, and also that she was aware that Red Rock
- 17 interplead the excess proceeds.
- 18 33. On August 11, 2017, A Notice of Entry Order Granting Thomas Lucas and
- 19 Opportunity Homes, LLC's Motion for Summary Judgment was filed in this case. The
- 20 Order states:
- 21 While it is true that Mr. Lucas is a real estate licensee and an
- 22 independent agent working with BHHS, BHHS is a real estate
- 23 company that employs more than 800 real estate agents in Las
- 24 Vegas valley alone, and Mr. Lucas is not bound by the agreements
- 25 that Tobin could have signed with other BHHS agents.
- 26 34. Tobin has filed one cause of action for Quiet Title/Declaratory Relief
- 27 against the HOA.
- 28 35. On January 10, 2019, the Court issued a Minute Order on Tobin's Motion
- to Amend Answer, Counterclaim, and Crossclaims that was filed on November 30,

2018.

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

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

CONCLUSIONS OF LAW

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

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

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

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

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

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

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

19 *Id.*

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

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

1 Only when these factors weigh against granting the requested equitable relief will the
2 unclean hands doctrine bar that remedy. The district court has broad discretion in
3 applying these factors, and we will not overturn the district court's determination unless
4 it is unsupported by substantial evidence. *Las Vegas Fetish & Fantasy Halloween Ball,*
5 *Inc. v. Ahern Rentals, Inc.*, 124 Nev. 272, 276, 182 P.3d 764, 767 (2008).
6

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

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

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

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

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

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

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

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

7
8 **ORDER**

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

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

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

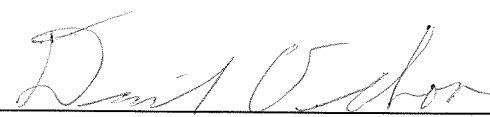
18 The Court GRANTS Nationstar's Limited Joinder to Sun City Anthem Community
19 Association's Motion for Summary Judgment.

20 Dated this 15 day of April, 2019.

21
22 
23 HONORABLE JOANNA KISHNER

24 Submitted by:

25 **LIPSON NEILSON P.C.**

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

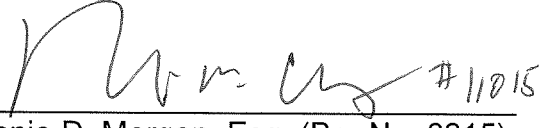
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144

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

Approved as to form and content:

Dated this 9th day of April, 2019

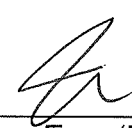
AKERMAN, LLP

By:  #11015
Melanie D. Morgan, Esq. (Bar No. 8215)
1635 Village Center Circle Ste. 200
Las Vegas, NV 89134

Attorney for /Counterclaimant Nationstar

Dated this 9th day of April, 2019

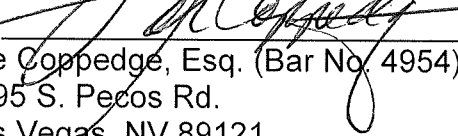
HONG & HONG

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

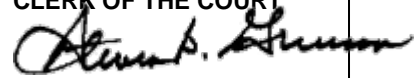
*Attorney for Plaintiff/Counterdefendant
Jimijack Irrevocable Trust and
F Bondurant, LLC*

Dated this 4 day of April, 2019

MUSHKIN CICA COPPEDGE

By: 
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Attorney for Plaintiff Nona Tobin

DISTRICT COURT

CLARK COUNTY, NEVADA

NONA TOBIN, an Individual

Plaintiff,

vs.

BRIAN CHIESTI, an individual; DEBORA
CHIESTI, an individual; QUICKEN LOANS
INC.; JOEL A. STOKES, an individual;
JOEL A. STOKES and SANDRA STOKES
as Trustees of JIMI JACK IRREVOCABLE
TRUST; JIMI JACK IRREVOCABLE
TRUST; NATIONSTAR MORTGAGE LLC;
RED ROCK FINANCIAL SERVICES;
DOES I through X inclusive; and ROE
CORPORATIONS I through V, inclusive

Defendants.

Case No.: A-19-799890-C

Dept No.: 22

FIRST AMENDED COMPLAINT

**(EXEMPT FROM ARBITRATION—
TITLE TO REAL PROPERTY AND
DECLARATORY RELIEF)**

Comes now, Plaintiff NONA TOBIN, AN INDIVIDUAL, (hereinafter “Plaintiff” or
“Tobin”), by and through her attorney of record, Thomson Law PC, through attorney John W.
Thomson, Esq., and hereby asserts her claims against the above-named Defendants as follows.

INTRODUCTION

1. Tobin asserts that the real property commonly known as the 2763 White Sage
Drive, Henderson, NV belongs to her and seeks a declaration from the Court that the actions, and

1 inactions, leading to the foreclosure of the real property, were wrongful and that Tobin is the sole
2 owner of the real property.

3 2. In addition, the excess proceeds from the improper sale belong to Tobin and she
4 has incurred damages as a result of the wrongful conduct of the Defendants.
5

6 **JURISDICTION, VENUE**

7 3. The real property which is the subject of this civil action is a single-family
8 residence commonly known as the 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-
9 811-052, (hereinafter "Subject Property"), located in Clark County, Nevada. Tobin seeks a
10 declaration that she is legal owner of the Subject Property. All of the events surrounding the
11 Subject Property took place in Clark County, Nevada, and the Defendants do business in, or
12 reside in Clark County, Nevada. As such, jurisdiction and venue are properly before this Court.
13

14 **PARTIES**

15 4. Plaintiff Nona Tobin, an Individual, resides at 2664 Olivia Heights Avenue,
16 where she has been a home owner in good standing in Sun City Anthem, since 2/20/04.

17 5. The Subject Property, is also located in Sun City Anthem, and was owned by the
18 Gordon B. Hansen Trust, dated 8/22/08, of which Tobin was the beneficiary and successor
19 trustee, when the Subject Property was foreclosed on by the HOA on 08/15/14.
20

21 6. Brian and Debora Chiesti, upon information and belief, are husband & wife,
22 (hereinafter "Chiesti") who reside in Clark County, Nevada, in the Subject Property and together
23 acquired the Subject Property by a deed recorded 12/27/19 from defendant Joel A. Stokes, an
24 Individual.
25

26 7. Defendant Quicken Loans Inc. is a Michigan Corporation doing business in Clark
27 County, Nevada, and holds an adverse claim against Tobin's interest in the Subject Property by
28 way of its loan to the Chiesti Defendants.

8. Defendant Red Rock Financial Services (hereinafter “RRFS”) is an entity doing business in Clark County, Nevada, and was contracted with Sun City Anthem to provide debt collection services for the Subject Property and wrongly foreclosed on the property after refusing assessment payments that cured the default, and has yet to distribute \$57,232 in excess proceeds belonging to Tobin from the August, 15, 2014 sale.

9. Joel A. Stokes, (hereinafter “Stokes”) is an individual residing in Clark County, Nevada, and all acts complained of took place in Clark County, Nevada.

10. Joel A. Stokes and Sandra Stokes (hereinafter “Jimijack Trustees”), are being sued in their capacities as Trustees of the Jimijack Irrevocable Trust (hereinafter “Jimijack”), and reside and did the acts complained of in Clark County, Nevada.

11. Upon information and belief, Jimijack Irrevocable Trust (hereinafter “Jimijack”) is an unknown Nevada entity that operates in Clark County, Nevada, as a licensed business to buy foreclosed real property. Jimijack’s sole recorded claim to the Subject Property is a defective deed, recorded on 6/9/15, fraught with notarial violations, which render it voidable and insufficient evidence to support Jimijack’s ownership claims in the Subject Property, pursuant to NRS 111.345.

12. Nationstar Mortgage LLC (hereinafter “NSM”) is an unknown entity doing business in Clark County, Nevada, and was the servicing bank on a Deed of Trust on the Subject Property. NSM recorded multiple disputed and unverified assignments, substitution of trustee, and reconveyance.

GENERAL ALLEGATIONS

13. Tobin became the sole successor trustee when Mr. Hansen died on 01/14/12, and obtained a 100% beneficiary interest of the Gordon B. Hansen Trust (hereinafter "GBH Trust")

1 when Steve Hansen, a 50% beneficiary of the GBH Trust, disclaimed his interest in the Subject
2 Property and in the GBH Trust, on 3/27/17.

3 a. The Gordon B. Hansen Trust, was the prior owner of the Subject Property, which
4 was the sole significant asset of the GBH Trust, appraised at \$310,000 in August, 2012.

5 b. There were two recorded encumbrances on the Subject Property in January 2012:
6 a mortgage recorded by Western Thrift & Loan on 7/22/04 with an outstanding balance on
7 10/30/12 of \$389,000, and Wells Fargo Bank held a second mortgage lien with approximately a
8 \$15,000 balance.

9 c. Nona Tobin closed the GBH Trust on 3/28/17 when the Subject Property, the
10 GBH Trust's sole significant asset, was transferred into the name of Nona Tobin, an individual,
11 by means of a deed recorded on 3/28/17 when Tobin was the GBH Trust's sole successor trustee
12 and sole beneficiary.

13 14. Tobin listed the Subject Property with Proudfit Realty, on 2/14/12. Owners, Doug
14 & Linda Proudfit, have been Sun City Anthem owners in good standing since the community
15 began in 1998.

16 15. On 8/10/12, Tobin accepted an offer from Sparkman for \$310,000 for a short sale
17 that needed to be approved by the lenders. This offer equal to the pre-approved Wells Fargo
18 appraisal, with the stipulation that all the seller's costs were to be paid by the lender and not by
19 Tobin, as there were no assets in the GBH Trust or Estate, other than the Subject Property, from
20 which to pay closing costs. As the executor of the estate and trustee of the GBH Trust, Tobin, an
21 individual, as the beneficiary of the GBH Trust, was entitled to receive the proceeds of the sale
22 but was not responsible for any of the costs of sale.

1 16. After the death of Mr. Hansen, Tobin paid, out of her own personal money, the
2 HOA assessments for the Subject Property in 2012 by check, covering all assessments due
3 through 9/30/12.

4 17. RRFS improperly recorded a lien on 12/14/12 for \$925.76 when only \$275.00 in
5 assessments and \$25 late fee was due for the quarter ending 12/31/12.

6 18. Even though the amount claimed to be owed by RRFS was improper, the closing
7 agent, Ticor title, was given instructions to pay the HOA whatever was demanded without proof.

8 19. RRFS provided improper payoff demands to Ticor title on 12/20/12 and 1/16/13
9 during the Sparkman escrow, on 05/29/13 during the Mazzeo escrow, and on 03/28/14 during the
10 RRRI escrow. RRFS wrongfully rejected NSM's \$1,110 offer to pay the lien by misrepresenting
11 to the HOA Board that it was a \$459.32 request for a fee waiver from the owner rather than from
12 the lender.

13 20. In anticipation of an easy close of escrow, and not suspecting the foul play by
14 BANA that was to come, Tobin evicted the non-paying tenants, and allowed Sparkman to move
15 in on 10/16/12, without closing escrow. BANA allowed the Sparkman escrow to languish for
16 eight months without providing lender approval of the fair market value sale.

17 21. BANA subjected Proudfit, Ticor Title, Sparkman, and Tobin to months of
18 problems and demanded an increase of \$80,000 over the asking price and then current appraisal,
19 in order to approve the sale.

20 22. On 4/3/13, Sparkman demanded their earnest deposit money back and moved out
21 by the end of the month.

22 23. On 4/8/13 BANA's agent, Miles Bauer, wrote a letter to the Hansen estate
23 claiming that BANA was both the beneficiary and the servicing bank, and that BANA was going
24 to foreclose on the property.

1 to pay the super-priority lien amount owed to the HOA, but that Tobin should pay the rest. Tobin
2 did not know who they were or what they were talking about since escrow had instructions to
3 pay the HOA paid the full amount demanded out of the Sparkman escrow.

4 24. Unbeknownst to Tobin, Proudfit, Ticor Title, or the SCA Board, BANA's agent
5 sent a check for \$825.00 directly to the HOA's collection agent, Red Rock Financial Services
6 (RRFS), the exact amount of nine months of assessments that were then delinquent.

7 25. RRFS rejected BANA's tender without notice to any of the interested parties,
8 including Tobin and the GBH Trust.

9 26. On 5/7/13 Tobin put BANA on notice by letter of their responsibilities for the
10 Subject Property.

11 27. On 5/10/13 Tobin accepted another offer on the Subject Property from a new
12 purchaser, Mazzeo, for \$395,000. This offer was for \$6,000 above the outstanding first mortgage
13 balance.

14 28. On 5/29/13, RRFS demanded \$3,055.47 to be paid to close the Mazzeo escrow,
15 even though only \$825.00 was due for the nine months of assessments that were then still
16 delinquent because RRFS had rejected the \$825.00 tendered by BANA's agent on 05/09/13.

17 29. On 6/4/13 Ticor Title amended the HUD-1 Settlement Statement according to the
18 escrow instructions and demand by RRFS to pay the HOA \$3,055.47.

19 30. On or about 6/24/13, BANA rejected the buyers' credit pre-approval, and Mazzeo
20 withdrew their offer.

21 31. On or about 7/13/13 Tobin took the property off the market and asked Proudfit
22 and Ticor to assist her to get BANA to take a deed in lieu of foreclosure.

1 32. On 8/15/13 RRFS sent a “courtesy” notice to the GBH Trust regarding the
2 delinquent assessments, but this was while BANA had possession of the Subject Property.
3 BANA did not act on this notice to protect its interest in the Subject Property and protect it from
4 foreclosure.
5

6 33. Over the summer of 2013, Tobin worked with BANA’s agent, Liberty Title in
7 Rhode Island, to try to transfer the title to BANA. Even though BANA took possession of the
8 Subject Property on during the summer of 2013, locking out Tobin, it refused to take title or to
9 pay anything to avoid deterioration of the Subject Property.
10

11 34. On 12/1/13 servicing of the Hansen loan transferred to NSM, but neither BANA
12 nor NSM ever took any of the proper steps to foreclose on the Hansen loan which had been in
13 default since January 2012, or to protect it against foreclosure by the HOA.

14 35. In January 2014, frustrated with having the title/liability of the property without
15 having possession or any control, Tobin asked another Relator, long-time SCA resident and
16 owner in good standing, Craig Leidy, for help.
17

18 36. Leidy found that while BANA had placed a lock box on the property, a side door
19 to the garage had been left unlocked.

20 37. On 1/29/14 RRFS sent another “courtesy” notice to the Estate of Gordon Hansen
21 to Tobin’s personal residence about the delinquent assessments.

22 38. On 2/12/14, RRFS recorded a Notice of Sale for 3/7/14 Sale (NOS) claiming the
23 amount of \$5,081.45 as delinquent assessments and costs.
24

25 39. Shocked at the sudden notice, on 2/14/14 Tobin sent Leidy the 2/12/14 Notice of
26 Foreclosure Sale that RRFS had sent to her.
27
28

1 40. Leidy reassured Tobin that the HOA wouldn't sell the Subject Property because
2 the mortgage holders would step in and pay the HOA to stop the sale.

3 41. Tobin relisted the property with Leidy under BHHS (fka Prudential) Broker
4 Forest Barbee on 2/20/14.

5 42. On 2/25/14 Red Rock Regional Investors (hereinafter "RRRI") offered \$340,000
6 cash to purchase the Subject Property, which Tobin accepted on 3/4/14.

7 43. On 2/27/14 Leidy informed RRFS of the cash offer and asked for the 3/7/14 sale
8 to be cancelled, and it was cancelled by RRFS.

9 44. On 5/11/18 and again in 5/13/19, Leidy declared under the penalty of perjury that
10 the RRFS sale was postponed at least four times and that he never received any notice of the
11 8/15/14 sale from the HOA or from RRFS.

12 45. Leidy requested that Christie Marling, an agent for RRFS, give him an
13 opportunity to make an appeal to the HOA board for a reduction in fees to close the RRRI
14 escrow.

15 46. Marling informed the Board of the request, but Leidy was not permitted to speak
16 to the Board about it.

17 47. Unbeknownst to Tobin or Leidy, the HOA Board did approve Leidy's request at
18 their 3/27/14 meeting that was closed to owners based on the HOA Board's misapplication and
19 misunderstanding of the law.

20 48. On 3/28/14 RRFS attached a ledger to its 3/28/14 pay-off demand to Chicago
21 Title on the RRRI escrow that shows that the HOA Board had approved a \$400 reduction.

1 49. Before approving the RRRI offer, NSM, on 4/18/14, required that Tobin put the
2 Subject Property on a public internet auction in order to validate whether the \$340,000 RRRI
3 cash offer was truly at market value.

4 50. The property was listed for public auction on www.auction.com from 5/4/14-
5 5/8/14 at which time Tobin accepted a \$367,500 offer from high bidder MZK Properties
6 (\$350,000 plus \$17,500 buyer's premium).

7 51. On 6/2/14, the Ombudsman logged that notice had been received by the
8 Ombudsman on 5/15/14 that the HOA sale was canceled and the "owner retained".
9

10 52. The Ombudsman closed the 2/12/14 Notice of Sale compliance tracking as no
11 new notice of sale was published prior to the 8/15/14 sale and no foreclosure deed was delivered
12 to the Ombudsman as mandated by NRS 116.31164 (3)(b) (2013).
13

14 53. On 5/22/14, the RRRI escrow was canceled and RRRI's earnest money deposit
15 was returned.

16 54. On 5/28/14 Veronica Duran, NSM's negotiator, sent Leidy a message through the
17 Equator System that "\$1,100 is the max I can pay to the HOA" referring to the escrow opened
18 5/8/14 for the MZK \$367,500 deal.
19

20 55. RRFS did not inform the HOA board that the servicing bank had offered to pay
21 one-year of assessments to close escrow on the MZK \$367,500 sale.

22 56. RRFS presented to the HOA Board a misrepresentation of the bank's super-
23 priority tender, by mischaracterizing SCA 302 as a request for waiver from the deceased owner.
24

25 57. RRFS falsified the documents disclosed in SCA which purported to have sent
26 notice to Tobin at her address and to the property address notifying her of the non-existent HOA
27 Board decision to a nonexistent request for a waiver. Tobin did not receive any notice from
28

1 RRFS after the 02/12/14 Notice of Sale scheduled for 03/07/14 that was cancelled with the
2 Ombudsman.

3 58. On 7/24/14 NSM told Leidy that the beneficiary did not approve the MZK deal
4 and to put the property back on the market for \$390,000, but Leidy informed them that he was
5 required to get Tobin's signature.
6

7 59. Tobin demanded by email to Leidy and in person to BHHS managing broker
8 Carlos Ciapa to know the name of the recalcitrant beneficiary of the Hansen Deed of Trust, but
9 NSM refused to identify the beneficiary.
10

11 60. On 7/25/14 Leidy posted a notice on the MLS that the Subject Property was back
12 on the market after being refused by the beneficiary and should close quickly as "all the other
13 liens were worked out".

14 61. On 7/26/14 Blum offered \$358,800, and NSM said to counter with \$375,000,
15 which Tobin reluctantly did on 8/1/14.
16

17 62. On 8/13/14 the HOA sent a Notice of Fines for \$25.00 to Gordon Hansen
18 addressed to 2664 Olivia Heights (Tobin's residence), for dead plants.

19 63. On 8/15/14, the Subject Property was sold in foreclosure sale by RRFS without
20 any notice to any party with a known interest; Upon information and belief, no notice was given
21 to RRRI, MZK, Blum, Tobin, Leidy, or Ticor Title. It is unknown whether NSM or Chicago title
22 were informed, or if so, why they would not have prevented the sale.
23

24 64. Tobin was given no notice of any SCA Board meeting at which the decision to
25 foreclose was made.

26 65. Tobin was given none of the due process that is required by the HOA governing
27 documents and NRS 116.
28

1 66. Non-party, Thomas Lucas (hereinafter "Lucas"), was the Manager for
2 Opportunity Homes, LLC, through which Lucas claimed to have purchased the Subject Property
3 for \$63,100 at an home owner association (hereinafter "HOA") foreclosure sale on 8/15/14.
4 Lucas held a deed to the property, recorded on 8/22/14, in which he took title in the name of non-
5 party Opportunity Homes, LLC.
6

7 67. On the Declaration of Value form, mandated to be recorded with all deeds,
8 Thomas Lucas stated under penalty of perjury, that the property value on that day was \$353,529.
9

10 68. Lucas paid \$1,801 in Real Property Transfer Tax (hereinafter "RPTT") and did
11 not request an exemption.

12 69. Six months and one day later, Thomas Lucas recorded that he received an RPTT
13 refund on which the Clerk had noted the exemption #3, "Proof of notification of HOA
14 foreclosure" that was allegedly provided on that later date. Upon information and belief, the
15 "proof of notice" was not recorded with the deed because it did not exist.
16

17 70. Although Thomas Lucas had recorded a deed as Opportunity Homes LLC on
18 8/22/14, Sun City Anthem's (hereinafter "SCA") Resident Transaction Report contains no entry
19 to indicate that either Thomas Lucas or Opportunity Homes LLC ever owned the property, paid a
20 new owner set up fee or paid the Asset Enhancement Fee, one-third of one-percent of the
21 purchase price, that is mandated by SCA's CC&Rs 8.12.
22

23 71. Thomas Lucas is a licensed Real Estate Agent and works under the broker license
24 of Berkshire Hathaway Broker Forrest Barbee with whom Nona Tobin, Successor Trustee of the
25 GBH Trust, had a contract from 2/20/14 – 10/31/14 with the exclusive right to sell the subject
26 property.
27

28 72. Real estate licensee Thomas Lucas never listed the Subject Property for sale.

1 73. On 6/4/15, Public Notary Debra Batesel, witnessed Thomas Lucas's signature on
2 a purported purchase agreement and a quit claim deed that transferred Opportunity Homes
3 LLC's interest in the property for One Dollar to non-party, F. Bondurant LLC.

4 74. On 6/9/15, at 12:58 PM, non-party Robert Goldsmith, a Nevada real estate agent,
5 recorded the Opportunity Homes to F. Bondurant LLC deed (hereinafter "Bondurant Deed").
6

7 75. The Nevada State Declaration of Value on the Bondurant Deed dated 06/09/15
8 stated the property's RPTT value was \$270,000, but there is no signature under penalty of
9 perjury attesting to that value.

10 76. Non-party, Yuen K. Lee, executed a quit claim deed to transfer the interest of F.
11 Bondurant LLC, if any, to Defendants Joel A. and Sandra Stokes, as trustees of Jimijack
12 Irrevocable Trust for One Dollar on 06/08/15.
13

14 77. Yuen K. Lee, not Lucas, allegedly executed the deed on 6/8/15 that transferred F.
15 Bondurant LLC's title to Jimijack, but there is no known notary record of it.

16 78. CluAynne M. Corwin, Nevada Notary affixed her notary stamp and attested to the
17 statement that Thomas Lucas stood before her and signed the 06/08/15 Jimijack deed which was
18 recorded on 6/09/15.
19

20 79. However, there is no entry in Corwin's notary journal that the notarial act of
21 witnessing that the execution of the Jimijack deed by Lee occurred.

22 80. Defendants Joel A. and Sandra Stokes', as trustees of Jimijack Irrevocable Trust,
23 only recorded claim to the Subject Property is the defective deed executed by Yuen K. Lee, as if
24 he were Thomas Lucas on 6/8/15.
25
26
27
28

1 81. Contradicting the flawed Jimijack deed, the HOA's Resident Transaction Report
2 documents that Jimijack became the immediate subsequent owner, after the GBHT, of the
3 property on 9/25/14 when a new owner set-up fee was assessed.

4 82. Non-party, Realtor Robert Goldsmith, recorded the Jimijack deed on 6/9/15 at
5 1:06 PM, minutes after recording the F. Bondurant LLC deed.

6 83. On 6/16/15 Joel A. and Sandra Stokes, as trustees of Jimijack Irrevocable Trust
7 listed the property for sale using non-party, Realtor Robert Goldsmith, working under URBAN
8 Broker, as their agent. Jimijack leased the Subject Property and retained these funds despite the
9 issues with title.
10

11 84. On 6/16/15 Joel A. and Sandra Stokes, as trustees of Jimijack Irrevocable Trust
12 filed a complaint, seeking to quiet title in the Subject Property, Case No. A-15-720032-C in the
13 Eighth Judicial District Court, against Bank of America (BANA) and Sun City Anthem (SCA),
14 Defendants.
15

16 85. Jimijack had five claims for relief but never served SCA.
17

18 86. BANA never responded to the complaint, possibly because it was served on
19 BANA, a national banking association, and not on BAC Home servicing, successor to
20 countrywide, the actual entity that serviced the disputed Hansen deed of trust from an unknown
21 date to 11/30/13.

22 87. BANA never responded to the complaint, possibly because BANA did not have a
23 recorded claim when Jimijack filed suit. BANA was the servicing bank that had one recorded
24 claim, immediately disavowed, to be the beneficiary of the disputed Hansen Deed of Trust, that
25 was on record from 4/12/12 to 9/9/14 when BANA recorded an assignment of its interest, if any,
26 to Wells Fargo.
27
28

1 88. A Judgment of Default was filed against BANA, but not entered, by Jimijack on
2 10/23/15 and recorded on 12/1/15.

3 89. Jimijack accepted an offer to purchase the Subject Property from Jesse James and
4 close of escrow was anticipated to be 10/16/15.

5 90. NSM became the servicing bank for the Hansen Deed of Trust on 12/1/13. BANA
6 transferred its servicing responsibilities to NSM immediately after refusing to accept Tobin's
7 offer to turn the title to the property over to BANA rather than tolerate any more of BANA's
8 abusive practices.

9 91. BANA never recorded a notice of default or took any of the steps required under
10 NRS Chapter 107 to foreclose on the property even though the Hansen Deed of Trust was in
11 default from January, 2012 due to the death of the borrower.

12 92. BANA actions and inactions prevented Tobin, the executor of the Hansen estate,
13 the trustee of Hansen Trust, and the beneficiary of the Trust and beneficial owner of the Real
14 Property, from selling the Subject Property at fair market value.

15 93. Tobin recorded Hansen's disclaimer of interest on 3/31/17, along with the
16 disclaimers of other non-parties, Thomas Lucas dba Manager, Opportunity Homes, LLC, and
17 Yuen K. Lee dba Manager, F. Bondurant, LLC.

18 94. Several lis pendens were recorded against the Subject Property:

19 a. On 1/13/16 NSM recorded a lis pendens which was on record until 7/10/19 when
20 it was released by NSM;

21 b. On 6/7/16 NSM recorded a lis pendens which was on record until 5/28/19 when
22 released by Jimijack;

1 c. On 5/6/19 Tobin/GBH Trust recorded a lis pendens which expunged by the
2 6/24/19 trial order against GBH Trust, currently on appeal;

3 d. On 8/8/19 Tobin, individually, recorded a lis pendens which was expunged by
4 court order on 11/22/19, because Tobin was ruled to be in the 2015 lawsuit only on behalf of the
5 GBH Trust, not individually;

6 e. On 8/14/19 Tobin/GBH Trust recorded two lis pendens; one for this lawsuit and
7 one for the Nevada Supreme Court Appeal No. 79295 of case No. A-15-720032-C consolidated
8 with A-16-730078-C. Both are still on record with the Clark County Recorder.
9

10 95. All 2019 recorded claims by Jimijack, Joel Stokes, NSM and their assignees and
11 successors were done while Tobin's and the GBH Trust's Lis Pendens were on the record.
12

13 96. By virtue of recording a title transfer from Jimijack to Joel Stokes on 5/1/19, none
14 of the parties whose claims were supposedly resolved at the 6/5/19 trial in Case No. A-15-
15 720032-C held a current and valid recorded interest at that time.

16 97. Tobin's individual claims, as sole beneficiary of the GBH Trust, to the Subject
17 Property have never been adjudicated, as she attempted to participate, but was excluded, as an
18 individual in Case No. A-15-720032-C.
19

20 98. On 12/27/19, Defendant Joel Stokes sold the Subject Property to the Chiesti
21 defendants for \$505,000, after renting out the property for almost five years, keeping the rents
22 and the profits.

23 99. Upon information and belief, Joel Stokes did not disclose to the Chiesti or
24 Quicken Defendants that there are two Tobin Lis Pendens, dated 8/14/19, on record related to
25 this case and to the GBH Trust appeals of Case No. A-15-720032-C.
26
27
28

1 100. Upon information and belief, the Driggs title company that handled the Chiesti-
2 Stokes-Quicken escrow issued title insurance, based on a defective Property profile, which failed
3 to show the pending lawsuit and notices of current lis pendens.

4 101. RRFS is currently holding \$57,282.32 in excess proceeds from the foreclosure
5 sale that belong to Tobin.
6

7
8 **FIRST CAUSE OF ACTION**
9 **QUIET TITLE AGAINST ALL DEFENDANTS**

10 102. Tobin repeats and realleges each and every allegation contained in paragraphs 1
11 through 101 inclusive.

12 103. The foreclosure sale was improper and the deeds conveying title to the Subject
13 Property from the GBH Trust and from Nona Tobin to every subsequent person or entity are
14 void and unenforceable.

15 104. Tobin has a superior interest in the Subject Property than all defendants and title
16 to the Subject Property should be restored to reflect the parties' true interests in the Subject
17 Property.
18

19 105. The Chiesti deed from Stokes is void as all defendants were on notice of the lis
20 pendens' and Tobin's claims to the Subject Property when the Chiesti defendants purportedly
21 purchased the Subject Property.

22 106. As such the Subject Property should be quieted in Tobin's name.
23

24 **SECOND CAUSE OF ACTION**
25 **UNJUST ENRICHMENT/EQUITY AGAINST CHIESTI'S, STOKES', JIMIJACK, RED**
26 **ROCK FINANCIAL SERVICES, AND NATIONSTAR MORTGAGE**

27 107. Tobin repeats and realleges each and every allegation contained in paragraphs 1
28 through 106 inclusive.

108. Defendants have benefitted financially from their actions and inactions to the detriment of Tobin and the defendants have acted without equity with regards to Tobin's rights in the Subject Property.

109. As such, it would be unjust for Defendants to benefit at the expense of Tobin and therefore they should be disgorged of their improper gain.

110. Specifically, ownership and possessory rights belonging to Tobin have been deprived by defendants and the excess proceeds of the unlawful foreclosure sale, and the profits derived from the rental, transfer and sale of the Subject Property after the foreclosure sale should be awarded to Tobin.

111. Tobin claims that the Subject Property should be held in a constructive trust for Tobin according to equity and that she has suffered damages and losses due to the defendants' unjust enrichment in an amount in excess of \$15,000.

THIRD CAUSE OF ACTION
DECLARATORY RELIEF AS TO ALL DEFENDANTS

112. Tobin repeats and realleges each and every allegation contained in paragraphs 1 through 111 inclusive.

113. Defendants had notice of Tobin's interest in the Subject Property prior to transferring title, holding a foreclosure sale and recording their interests.

114. Defendants knew, or should have known, that their interests were inferior to, or subject to, Tobin's superior claims.

115. The actions and inactions of defendants as outlined above show that Tobin is the owner of the Subject Property, and not defendants.

116. Tobin seeks a declaration from the Court that the transfers of ownership and encumbrances after the transfer from the GBH Trust to the present title are void and

unenforceable.

117. Tobin seeks a declaration from the Court that Tobin is the rightful beneficial owner of the Subject Property, or alternatively that the financial benefits derived by the defendants belong to Tobin.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Nona Tobin prays for judgment as follows:

1. That the Court quiet title to the Subject Property in Tobin's name;
2. That Tobin be awarded damages in equity in excess of \$15,000.00 plus interest, fees, and costs;
3. That the Court issue a declaration that the transfers of ownership and encumbrances after the transfer from the GBH Trust to the present title are void and unenforceable and that Tobin is the rightful beneficial owner of the Subject Property, or alternatively that the financial benefits derived by the defendants belong to Tobin.
4. For an award of reasonable costs of suit;
5. For an award of reasonable attorney's fees by statute and as special damages;
6. For pre-judgment and post-judgment interest; and
7. For such other and further relief as the Court may deem just and proper under the law and equity.

Dated this 3rd day of June, 2020,

THOMSON LAW PC

/s/John W. Thomson

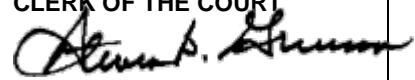
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Attorney for Nationstar Mortgage LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiff,

vs.

BANK OF AMERICA, N.A.,

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,

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.

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**

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 31st 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*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 31st day of May, 2019, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER FOR THE DISMISSAL OF NATIONSTAR MORTGAGE LLC'S CLAIMS AGAINST JIMI JACK IRREVOCABLE TRUST WITH PREJUDICE**, in the following manner:

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

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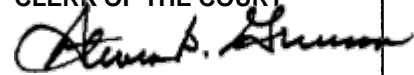
Joseph Y. Hong, Esq.	yosuphonglaw@gmail.com
Debbie Batesel	dbhonglaw@gmail.com

Nona Tobin	nonatobin@gmail.com
------------	---------------------

/s/Patricia Larsen

An employee of AKERMAN LLP

EXHIBIT A



1 **SAO**
2 MELANIE D. MORGAN, ESQ.
3 Nevada Bar No. 8215
4 DONNA M. WITTIG, ESQ.
5 Nevada Bar No. 11015
6 AKERMAN LLP
7 1635 Village Center Circle, Suite 200
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11 Email: melanie.morgan@akerman.com
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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

**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

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 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.

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 APC

JOSEPH Y. HONG, ESQ.

Nevada Bar No. 5995

1980 Festival Plaza Drive, Suite 650

Las Vegas, Nevada 89135

Attorneys for Jimijack Irrevocable Trust

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

IN THE SUPREME COURT OF THE STATE OF NEVADA

GORDON B. HANSEN TRUST, DATED
8/22/08,

Appellant,

vs.

JOEL A. STOKES; SANDRA F.
STOKES, AS TRUSTEE OF THE
JIMI JACK IRREVOCABLE TRUST;
YUEN K. LEE, AN INDIVIDUAL, D/B/A
MANAGER; F. BONDURANT, LLC;
SUN CITY ANTHEM COMMUNITY
ASSOCIATION, INC.; AND
NATIONSTAR MORTGAGE, LLC,
Respondents.

No. 79295

FILED

JUL 31 2020

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER DENYING MOTION

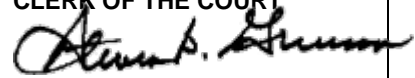
This is an appeal from an order denying appellant's action to quiet title and for wrongful foreclosure in the purchase and sale of real property at a homeowner's association foreclosure sale. Respondent Nationstar Mortgage, LLC, has filed a motion to dismiss the appeal as to itself on the grounds that appellant did not pursue any claims against it. Appellant opposes the motion and Nationstar has filed a reply. Appellant concedes that it did not file specific claims against Nationstar, and that Nationstar nevertheless joined in the dispositive motions filed against appellant by respondent Sun City Anthem Community Association, Inc. Appellant contends that therefore, Nationstar should be preserved as a party or deemed bound by any decision this court renders. This court concludes that the arguments go to the substantive merits of the appeal and are not an appropriate basis for a motion to dismiss. *See Taylor v. Barringer*,

75 Nev. 409, 410, 344 P.2d 676, 676 (1959). Accordingly, the motion to dismiss is denied.

It is so ORDERED.

Pickering, C.J.

cc: Thomson Law PC
Mushkin & Coppedge
Akerman LLP/Las Vegas
Lipson Neilson P.C.
Hong & Hong



NESO

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Attorney for Nationstar Mortgage LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiff,

vs.

BANK OF AMERICA, N.A.,

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

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CORPORATIONS 1-10, inclusive,

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
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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**
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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*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 31st day of May, 2019, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER FOR THE DISMISSAL OF NATIONSTAR MORTGAGE LLC'S CLAIMS AGAINST JIMI JACK IRREVOCABLE TRUST WITH PREJUDICE**, in the following manner:

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

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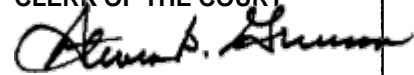
Joseph Y. Hong, Esq.	yosuphonglaw@gmail.com
Debbie Batesel	dbhonglaw@gmail.com

Nona Tobin	nonatobin@gmail.com
------------	---------------------

/s/Patricia Larsen

An employee of AKERMAN LLP

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.

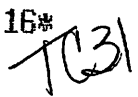
Case No.: A-15-720032-C

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



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.

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 APC

JOSEPH Y. HONG, ESQ.

Nevada Bar No. 5995

1980 Festival Plaza Drive, Suite 650

Las Vegas, Nevada 89135

Attorneys for Jimijack Irrevocable Trust

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


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Nevada Bar No. 8215

DONNA WITTIG, ESQ.

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1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

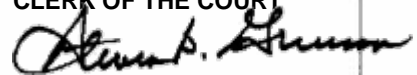
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10 *Attorney for JOEL A. STOKES,*
11 *JOEL A. STOKES AND SANDRA*
12 *STOKES, AS TRUSTEES OF THE*
13 *JIMIACK IRREVOCABLE TRUST,*
14 *AND JIMIACK IRREVOCABLE TRUST*

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

12 NONA TOBIN, an individual,
13
14 Plaintiff,

Case No.: A-19-799890-C

Dept. No.: XXII

15 vs.

16 BRIAN CHIESTI, an individual; DEBORA
17 CHIESTI, an individual; QUICKEN LOANS
18 INC.; JOEL A. STOKES, an individual; JOEL A.
19 STOKES and SANDRA STOKES, as Trustees of
20 JIMIACK IRREVOCABLE TRUST; JIMIACK
21 IRREVOCABLE TRUST; NATIONSTAR
22 MORTGAGE LLC; RED ROCK FINANCIAL
23 SERVICES; DOES I through X, inclusive; and
24 ROE CORPORATIONS I through V, inclusive,

25 Defendants.

**NOTICE OF ENTRY OF ORDER
GRANTING MOTION FOR
ATTORNEY'S FEES AND COSTS
FILED BY JOEL A. STOKES, JOEL
A. STOKES AND SANDRA
STOKES, AS TRUSTEES OF THE
JIMIACK IRREVOCABLE
TRUST, AND JIMIACK
IRREVOCABLE TRUST, PURSUANT
TO EDCR 7.60(b)(1) AND/OR (3)**

26 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

27 ///

28 ///

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an ORDER GRANTING MOTION FOR ATTORNEY'S FEES AND COSTS FILED BY JOEL A. STOKES, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST, AND JIMIACK IRREVOCABLE TRUST, PURSUANT TO EDCR 7.60(b)(1) AND/OR (3) was entered in the above-entitled matter, and filed on the 6th day of September, 2020, a copy of which is attached hereto.

DATED this 8th day of October, 2020.

HONG & HONG LAW OFFICE

/s/ Joseph Y. Hong

JOSEPH Y. HONG, ESQ.

State Bar No. 005995

1980 Festival Plaza Drive, Suite 650

Las Vegas, Nevada 89135

Attorney for JOEL A. STOKES, JOEL A.

STOKES AND SANDRA STOKES, AS

TRUSTEES OF THE JIMI JACK

IRREVOCABLE TRUST, AND JIMI JACK

IRREVOCABLE TRUST

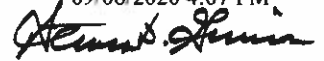
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CERTIFICATE OF ELECTRONIC SERVICE

Pursuant to NRCP 5(b)(2)(E), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 8th day of October, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR ATTORNEY'S FEES AND COSTS FILED BY JOEL A. STOKES, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST, AND JIMIACK IRREVOCABLE TRUST, PURSUANT TO EDCR 7.60(b)(1) AND/OR (3)** 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.



CLERK OF THE COURT

OGM

DISTRICT COURT

CLARK COUNTY, NEVADA

NONA TOBIN, an individual,

Plaintiff,

Vs.

Case No. A-19-799890-C

Dept. No. XXII

BRIAN CHIESTI, an individual;
 DEBORA CHIESTI, an individual;
 QUICKEN LOANS INC.; JOEL A.
 STOKES, an individual; JOEL A.
 STOKES and SANDRA STOKES, as
 Trustees of JIMI JACK IRREVOCABLE
 TRUST; JIMI JACK IRREVOCABLE
 TRUST; NATIONSTAIR MORTGAGE
 LLC; RED ROCK FINANCIAL
 SERVICES; DOES I through X, inclusive;
 and ROE CORPORATIONS I through V,
 inclusive,

Defendants.

**ORDER GRANTING MOTION FOR ATTORNEY'S FEES AND COSTS FILED BY JOEL
 A. STOKES, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE
 JIMI JACK IRREVOCABLE TRUST, AND JIMI JACK IRREVOCABLE TRUST,
PURSUANT TO EDCR 7.60(b)(1) AND/OR (3)**

This matter, concerning the Motion for Attorney's Fees and Costs filed by JOEL A.
 STOKES, individually, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE
 JIMI JACK IRREVOCABLE TRUST and JIMI JACK IRREVOCABLE TRUST pursuant to EDCR
 7.60(b)(1) and/or (3) filed June 25, 2020,¹ came on for hearing on the 11th day of August 2020 at the
 hour of 8:30 a.m. before Department XXII of the Eighth Judicial District Court, in and for Clark

¹This motion was included within these Defendants' Joinder to Defendant RED ROCK FINANCIAL SERVICES' Motion to Dismiss First Amended Complaint.

County, Nevada with JUDGE SUSAN JOHNSON presiding; Plaintiff NONA TOBIN appeared by and through her attorney, JOHN W. THOMSON, ESQ.; Defendants BRIAN CHIESI and DEBORA CHIESI appeared in *pro se*; Defendants JOEL A. STOKES, JOEL A STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST and JIMIACK IRREVOCABLE TRUST appeared by and through their attorney, JOSEPH Y HONG, ESQ. of the law firm, HONG & HONG LAW OFFICE; Defendant RED ROCK FINANCIAL SERVICES appeared by and through its attorney, BRODY R. WIGHT, ESQ. of the law firm, KOCH & SCOW; Defendant NATIONSTAR MORTGAGE, LLC appeared by and through its attorney, DONNA WITTIG, ESQ. of the law firm, AKERMAN; and Defendant QUICKEN LOANS INC. appeared by and through its attorney, BRITTANY WOOD, ESQ. of the law firm, MAURICE WOOD. Having reviewed the papers and pleadings on file herein, heard oral arguments of the lawyers and taken this matter under advisement, this Court makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT AND PROCEDURAL HISTORY

1. On June 16, 2015, Defendants JOEL A. STOKES, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST filed their Complaint against BANK OF AMERICA² and SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., seeking, *inter alia*, to quiet title to their residence, 2763 White Sage, Henderson, Nevada 89052. See Stokes v. Bank of America, Case No. A-15-720032-C, filed in Department XXXI, Eighth Judicial District Court, in and for Clark County, Nevada. Subsequently, on May 17, 2016, NATIONSTAR MORTGAGE, LLC intervened, and filed its Counter-Claim against, *inter alia*, JIMIACK IRREVOCABLE TRUST.³ Further, a

²NATIONSTAR MORTGAGE, LLC thereafter was permitted to intervene in that it was BANK OF AMERICA'S successor-in-interest.

³The Counter-Claim was also filed against OPPORTUNITY HOMES, LLC, F. BONDURANT, LLC as well as DOE and ROE defendants. In this Court's view, the pleading lodged against these "Counter-Defendants" was

1 Complaint previously filed by NATIONSTAR MORTGAGE, LLC against OPPORTUNITY
2 HOMES, LLC in another action, Case No. A-16-730078-C, on January 11, 2016 was
3 consolidated with the older case filed by MR. STOKES and the Trustees of JIMI JACK
4 IRREVOCABLE TRUST in Department XXXI.
5

6 2. In July 2016, Plaintiff NONA TOBIN and STEVEN HANSEN, as individuals, filed
7 their Motion to Intervene in Case No. A-16-730078-C, claiming MS. TOBIN was a Trustee and MR.
8 HANSEN was a beneficiary of the GORDON B. HANSEN TRUST, the entity that owned the
9 subject property until the homeowners' association foreclosure sale took place. Such motion was
10 denied without prejudice given MS. TOBIN and MR. HANSEN, individually, lacked standing to sue
11 or intervene in the action. MS. TOBIN eventually was permitted to intervene as Trustee of the
12 GORDON B. HANSEN TRUST in early 2017. MS. TOBIN thereafter filed her Counter-Claim
13 against MR. STOKES and JIMI JACK IRREVOCABLE TRUST and Cross-Claims against SUN
14 CITY ANTHEM COMMUNITY ASSOCIATION, OPPORTUNITY HOMES, INC. and F.
15 BONDURANT, LLC. Of interest here, MS. TOBIN identified herself interchangeably as an
16 individual and trustee throughout the pleadings, an error noted by JUDGE JOANNA KISHNER in
17 her Findings of Fact, Conclusions of Law and Judgment filed June 24, 2019, pp. 4 and 8.
18
19

20 3. On April 17, 2019, JUDGE KISHNER granted summary judgment in favor of SUN
21 CITY ANTHEM COMMUNITY ASSOCIATION, INC. as it held a valid homeowners' association
22 foreclosure sale which terminated the interest of GORDON B. HANSEN TRUST within the subject
23 property and MS. TOBIN showed no reason such as "fraud," "oppression" or "malice" for the sale
24 to be set aside. Further, JUDGE KISHNER noted MS. TOBIN, as an individual, had no standing to
25 sue and papers identifying her as a plaintiff suing individually were stricken. On June 5 and 6, 2019,
26
27
28

inappropriately called a "counter-claim," as these parties were not listed as plaintiffs in the primary action.

1 a bench trial was heard by JUDGE KISHNER with respect to the claims of MS. TOBIN, as Trustee
2 of the GORDON B. HANSEN TRUST against, *inter alia*, MR. STOKES and the JIMIACK
3 IRREVOCABLE TRUST. After hearing the evidence, that Court issued Findings of Fact,
4 Conclusions of Law and Judgment in favor of MR. STOKES and the JIMIACK IRREVOCABLE
5 TRUST, and ordered the *lis pendens* filed by MS. TOBIN against the subject property be expunged.
6 The consolidated action heard by Department XXXI is now pending before the Nevada Court of
7 Appeals.
8

9 4. MS. TOBIN, in her individual capacity, has now sued various persons and entities,
10 including MR. STOKES and JIMIACK IRREVOCABLE TRUST in the instant matter before
11 Department XXII for declaratory relief and to quiet title in the real estate that was the subject of the
12 previous consolidated litigation. Various Defendants filed their Motions to Dismiss, along with
13 Joinders thereto, upon the basis, *inter alia*, MS. TOBIN was judicially estopped from asserting an
14 ownership interest in the subject property and re-litigating the case which had already been adjudged
15 by JUDGE KISHNER. This Court granted the motions and now considers the Motion for
16 Attorney's Fees and Costs filed by MR. STOKES, individually, JOEL A. STOKES AND SANDRA
17 STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST and JIMIACK
18 IRREVOCABLE TRUST. They seek reimbursement of \$3,165.00 in attorney's fees and \$290.00 in
19 costs pursuant to Rule 7.60 of the Eighth Judicial District Court Rules (EDCR).
20
21

22 CONCLUSIONS OF LAW

23 1. EDCR 7.60(b) provides in salient part:

24 The court may, after notice and an opportunity to be heard, impose upon an attorney
25 or a party any and all sanctions which may, under the facts of the case, be reasonable,
26 including the imposition of fines, costs or attorney's fees when an attorney or a party without
27 just cause:

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

1 (3) So multiplies the proceeding in a case as to increase costs unreasonably and
2 vexatiously.

3 2. Although not cited by movants, this Court notes NRS 18.010(2) specifically provides:

4 2. In addition to the cases where an allowance is authorized by specific statute,
5 the court may make an allowance of attorney's fees to a prevailing party:

6 (b) Without regard to the recovery sought, when the court finds that the
7 claim, counterclaim, cross-claim or third-party complaint or defense of the opposing
8 party was brought or maintained without reasonable ground or to harass the
9 prevailing party. The court shall liberally construe the provisions of this paragraph in
10 favor of awarding attorney's fees in all appropriate situations. It is the intent of the
11 Legislature that the court award attorney's fees pursuant to this paragraph and impose
12 sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all
13 appropriate situations to punish for and deter frivolous or vexatious claims and
14 defenses because such claims and defenses overburden limited judicial resources,
15 hinder the timely resolution of meritorious claims and increase the costs of engaging
16 in business and providing professional services to the public.

17 *Also see* NRS 18.020 (costs *must* be awarded to the prevailing party).

18 3. Here, the intervention action and claims of the GORDON B. HANSEN TRUST and
19 MS. TOBIN, whether individually or as Trustee of the Trust, were decided before JUDGE
20 KISHNER in the aforementioned consolidated actions. Specifically, JUDGE KISHNER found MS.
21 TOBIN, as an individual, had no standing to sue as she had no ownership interest in the subject
22 residence. Although JUDGE KISHNER made such a finding, MS. TOBIN continued to
23 interchangeably refer to herself as suing individually and as Trustee. After hearing the matter fully
24 in both summary judgment and a bench trial, JUDGE KISHNER concluded the homeowners'
25 association held a valid foreclosure sale which terminated the property interests of GORDON B.
26 HANSEN TRUST, and title ultimately vested in MR. STOKES, individually, and the JIMIJACK
27 IRREVOCABLE TRUST. Although a final determination was made in Department XXXI and is
28 now being appealed, MS. TOBIN nevertheless sought another bite at the apple and filed the instant
litigation. The second lawsuit was a multiplication of the previous proceeding, was precluded by
virtue of principles of claim and issue preclusion, and thus, was brought without reasonable ground.

1 It resulted in MR. STOKES, individually, JOEL A. STOKES AND SANDRA STOKES, AS
2 TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST and JIMIACK IRREVOCABLE
3 TRUST unnecessarily incurring attorney's fees and costs in the instant matter.

4 4. The movants provided this Court their analyses concerning the reasonableness of
5 their attorneys' fees under Brunzell v. Golden Gate National Bank, 84 Nev. 345, 349-350, 455 P.2d
6 31, 33 (1969). This Court has considered all the Brunzell factors, noting the qualities of JOSEPH Y.
7 HONG, ESQ.'S and HONG AND HONG LAW'S advocacy, the character of the work to be done
8 and actually performed by the lawyers, and result. All in all, this Court believes an award of
9 \$3,165.00 in attorneys' fees and \$290.00 in costs incurred by MR. STOKES, individually, JOEL A.
10 STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE
11 TRUST and JIMIACK IRREVOCABLE TRUST in defending the matter to be reasonable under
12 the circumstances under EDCR 7.60 and NRS 18.010 and 18.020. This Court therefore grants the
13 Motion for Attorney's Fees and Costs.
14

15
16 Accordingly, and based upon the foregoing Findings of Fact and Conclusions of Law,

17 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** the Motion for Attorney's
18 Fees and Costs filed by JOEL A. STOKES, individually, JOEL A. STOKES AND SANDRA
19 STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST and JIMIACK
20 IRREVOCABLE TRUST pursuant to EDCR 7.60(b)(1) and/or (3) filed June 25, 2020 is granted.
21 These Defendants are awarded \$3,165.00 in attorney's fees and \$290.00 in costs as against Plaintiff
22 NONA TOBIN.
23

Dated this 6th day of September, 2020

24
25 

26 SUSAN JOHNSON, DISTRICT COURT JUDGE

27
28 **208 4A7 24C5 145D**
Susan Johnson
District Court Judge

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 9/6/2020

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Vincenette Caruana	jwtlaw@ymail.com
Brittany Wood	bwood@mauricewood.com

If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 9/8/2020

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Joseph Hong	Hong & Hong Attn: Joseph Y. Hong 1980 Festival Plaza Drive, Suite 650 Las Vegas, NV, 89133