

# EXHIBIT

## DECLARATION OF NONA TOBIN

Dated APRIL 14, 2019 with exhibits

1. 9/23/16 Tobin AFFD support MOI
2. 1/11/17 order-Tobin to intervene |
3. NSM00190 Jimijack deed
4. Lucas DISC
5. Hansen DISC
6. Op Homes DISC
7. Yuen Lee/F. Bondurant DISC
8. Tobin 3/28/17 deed
9. 12/1/14 recorded NSM as BANA attorney-in-fact
10. 3/8/19 NSM rescission of NSM as BANA 12/1/14
11. 3/8/19 NSM as Well Fargo attorney-in-fact
12. NSM00270-272 inapplicable attorney-in-fact
13. 3/12/15 Wells Fargo itself did substitute trustee and reconveyance correctly for 2<sup>nd</sup> DOT
14. 8/17/15 NSM recorded a fraudulent substitution of trustee for Western Thrift DOT
15. NSM0258-0259 is NSM's copy of the note  
NSM 0260 are undated endorsements to 3<sup>rd</sup> parties
16. 2011 Amicus curiae -M. MacDonald, Certified Mortgage Fraud Examiner

## **DECLARATION OF NONA TOBIN**

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

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

I am submitting the attached exhibits based on my personal research and analysis of NSM's claims to dispute alleged facts in Nationstar's March 21, 2019 Motion for Summary Judgment against Jimijack.

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

1. I prepared the affidavit, filed September 16, 2016, in support of Nona Tobin's and Steve Hansen's Motion to Intervene that was denied without prejudice (See Exhibit 1) which shows my intent to address the issue of voiding the sale before I asserted claims against Nationstar.
2. Exhibit 2 is the January 11, 2017 order, entered on January 12, 2017, granting Nona Tobin's Motion to Intervene.
3. Exhibit 3 is NSM 190, wherein notary CluAynne M. Corwin witnessed Yuen K. Lee's signature as if Thomas Lucas stood before her.
4. There is no record in the notary's journal of the deed in which, notary CluAynne M. Corwin documented that she had witnessed Yuen K. Lee, execute a deed to transfer title on June 8, 2015 to Plaintiff Jimijack.
5. Pursuant to NRS 111.345, the quit claim deed, recorded on June 9, 2015 which purported to convey F. Bondurant LLC's interest to Plaintiff Jimijack is not admissible as evidence to support a claim of ownership.

"If the party contesting the proof of any conveyance or instrument shall make it appear that any such proof was taken upon the oath of an incompetent witness, neither such

conveyance or instrument, nor the record thereof, shall be received in evidence, until established by other competent proof."

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

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

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

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

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

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

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

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

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

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

14. Exhibit 10 is Nationstar's March 8, 2019 recorded Rescission of the disputed\_December

1, 2014 self-assignment (from BANA to Nationstar), (NSM 0409-411), that stated

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

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

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

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

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

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

20. Exhibit 13 is the recorded Wells Fargo SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE, not include in Nationstar's disclosures, executed on March 2, 2015 by Lisa Wilm, Wells Fargo Vice President Loan Documentation.

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

22. Exhibit 15 (NSM 258-260) is a COPY of the note which is not admissible proof that Nationstar holds the ORIGINAL note. In fact, absent holding the original note, Nationstar cannot claim it is the noteholder the any more than I could claim that some debtor owed me money if I held only a **copy** of that debtor's I.O.U. to a third party, particularly if that copy of

the note was never endorsed to me.

23. Exhibit 16 is an Amicus Curiae to the Supreme Judicial Court, Commonwealth of Massachusetts, of Marie MacDonald, Mortgage Fraud and Forensic Analyst, Certified Fraud Examiner, dated September 30, 2011, that articulates the way banks create a fraudulent paper trail to claim to own notes underlying deeds of trusts and mortgages that were essentially securitized out of existence in the years preceding the market crash.

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

Dated the 14th day of April 2019,

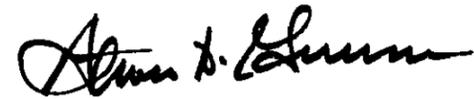
A handwritten signature in black ink, appearing to read "nona J. Tobin". The signature is written in a cursive style with a large initial "J".

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Nona Tobin

# Exhibit I

# Exhibit I



CLERK OF THE COURT

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

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Case No.: A-15-720032-C

Dept. No.: XXXI

9 Plaintiffs,

10 vs.

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

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

14 Defendants.

15  
16 COMES NOW, NONA TOBIN and STEVE HANSEN (*Applicants*), in proper  
17 person, and hereby submit this Affidavit of Nona Tobin in support of their Motion to Intervene.

18 Dated this 22nd day of September, 2016.

19 /s/ Nona Tobin  
NONA TOBIN  
2664 Olivia Heights Ave.  
20 Henderson NV 89052  
(702) 465-2199  
21 *Applicants for Intervention,*  
*In Proper Person*

22 /s/ Steve Hansen  
STEVE HANSEN  
21417 Quail Springs Rd.  
23 Tehachapi, CA 93561  
(661) 513-6616  
24 *Applicants for Intervention,*  
*In Proper Person*



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 26. NRS163.270 gives the Trustee powers related to buying and selling property, and I  
2 exercised this power between 2012 and 2014 first by signing an exclusive listing agreement  
3 with Proudfit Realty from the period of February, 2012 through July, 2013.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

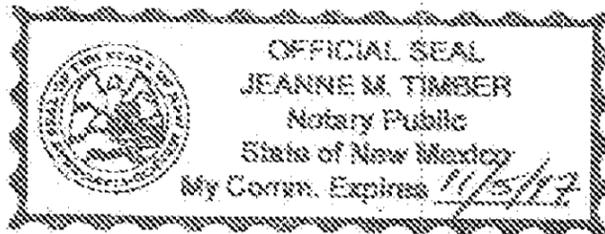
9 FURTHER, YOUR AFFIANT SAYETH NAUGHT.

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

11   
12 \_\_\_\_\_  
NONA TOBIN

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

15   
16 \_\_\_\_\_  
NOTARY PUBLIC



20 County of T.H.S

Inet #: 20150609-0001537  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$1377.00 Ex: #  
06/09/2015 12:58:38 PM  
Receipt #: 2462609  
Requestor:  
ROBERT GOLDSMITH  
Recorded By: ARO Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

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

6  
3

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

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### QUITCLAIM DEED

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

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

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

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

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

Signed, sealed and delivered in presence of:

Thomas Lucas  
Grantor

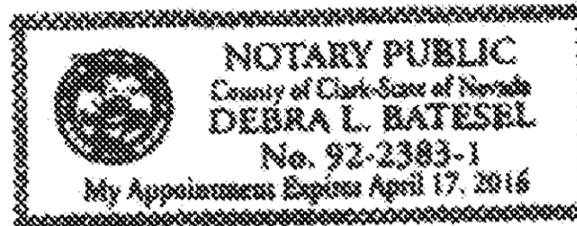
Thomas Lucas, Manager  
Opportunity Homes LLC

State of Nevada }  
County of Clark } ss

On this 7<sup>th</sup> day of June, 2015, before me, Debra L. Batesel, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.

Signature: Debra L. Batesel



Inst #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

Recording requested by and mail documents and tax statements to:

(3)

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

**Address:** 5 Summit Walk Trail

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

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## QUITCLAIM DEED

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

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

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

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

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

Signed, sealed and delivered in presence of:

yeun Lee  
Grantor  
yeun Lee Manager

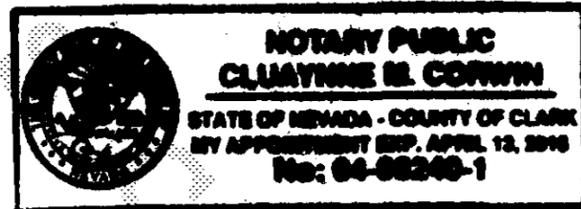
State of Nevada )

County of Clark )

) ss

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

WITNESS my hand and official seal.



Signature: CluAynne M. Corwin

No 04-08240-1  
April 12, 2016

**STATE OF NEVADA  
DECLARATION OF VALUE**

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

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

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

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

**4. If Exemption Claimed:**

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

5. Partial Interest: Percentage being transferred: 100%  
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Handwritten Signature] Capacity: Manager

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

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

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

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

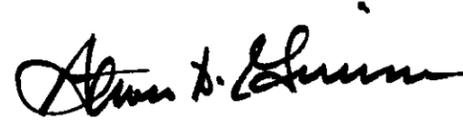
Print Name: Joel A Stokes and Sandra Stokes Jim Jack  
 Address: 5 Summit Walk Trail Irrevocable Trust  
 City: Henderson  
 State: Nevada Zip: 89052

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

Print Name: Robert Goldsmith Escrow # \_\_\_\_\_  
 Address: 446 Beautiful Hill  
 City: Las Vegas State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

# Exhibit 2



CLERK OF THE COURT

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

6  
7 **DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

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

10 Plaintiffs,

11 vs.

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

14 Defendants.

15  
16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 vs.

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

22 Counter-Defendants  
23  
24

Case No.: A-15-720032-C

Dept. No.: XXXI

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

Hearing date: December 20, 2016

Hearing time: 9:00 a.m.

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

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

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

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

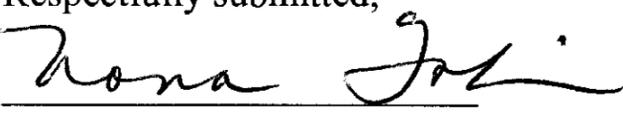
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**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Applicant Nona Tobin shall file her Counter-Claim(s) and Cross-Claim(s) ~~on or before January~~ <sup>within twenty (20) days</sup> ~~, 2017~~ <sup>hereof.</sup>  
Any Cross-Claim Ms. Tobin may file against Nationstar Mortgage, LLC, may be filed no later than twenty (20) days following a determination by this Court to void the disputed foreclosure sale for ~~delinquent~~ HOA assessments.

**IT IS SO ORDERED** this 10 day of Jan, 2017.

  
**JOANNA S. KISHNER**  
DISTRICT COURT JUDGE

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

Approved as to form and content,  
HONG & HONG, A PROFESSIONAL  
LAW CORPORATION

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

Approved as to form and content,  
WRIGHT, FINLAY & ZAK, LLP

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

# Exhibit 3

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

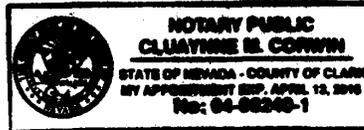
Signed, sealed and delivered in presence of:

Youn Lee  
Grantor  
Youn Lee Manager

State of Nevada )  
County of Clark ) ss

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

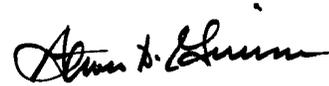
WITNESS my hand and official seal.



Signature: Cluayne M. Cowin

No 04-08240-1  
April 12, 2016

# Exhibit 4



CLERK OF THE COURT



**DISI**

**JAKUB P. MEDRALA, ESQ.**

Nevada Bar No. 12822

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

1091 S. Cimarron Road, Suite A-1

Las Vegas, Nevada 89145

(702) 475-8884

(702) 938-8625 Facsimile

jmedrala@medralaw.com

*Attorney for Thomas Lucas and*

*Opportunity Homes, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

**DISCLAIMER OF INTEREST**

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

5 DATED this 8th day of March, 2017.

6 Respectfully Submitted by:  
7 **The Medrala Law FIRM, Prof. LLC**

8 /s/ Jakub P. Medrala

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

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CERTIFICATE OF SERVICE

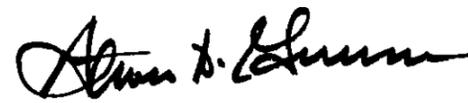
I, the undersigned, hereby certify that on March 8, 2017, I served a true and correct copy of the foregoing DISCLAIMER OF INTEREST via the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court's e-filing system in accordance with the electronic service requirements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

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

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

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

# Exhibit 5



CLERK OF THE COURT

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

9 Plaintiffs,

10 vs.

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

14 Defendants.

15 NATIONSTAR MORTGAGE, LLC,

16 Counter-Claimant,

17 Vs.

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

22 Counter-Defendants

23 NONA TOBIN, an individual, Trustee of the  
24

Case No.: A-15-720032-C

Dept. No.: XXXI

**DISCLAIMER OF INTEREST**

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

2 Cross-Claimant,

3 vs.

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

7 Cross-Defendants.  
8

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

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

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



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

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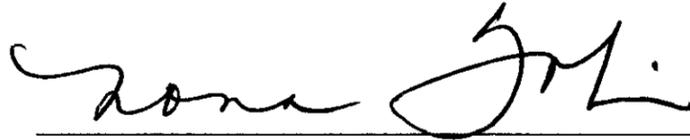
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**CERTIFICATE OF SERVICE**

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



---

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

State of California

County of Kern

Declaration of Steve Hansen

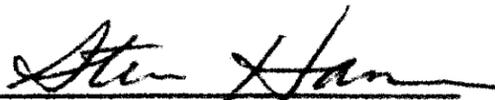
My full name is Steven Eric Hansen. I am the son of the late Gordon B. Hansen, Trustor of the Gordon B. Hansen Trust, dated August 22, 2008, as amended once on August 10, 2011.

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

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

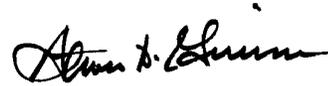
Per NRS 53.045, this unsworn declaration is being submitted in lieu of a sworn affidavit. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

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



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

# Exhibit 6



CLERK OF THE COURT



**DISI**

**JAKUB P. MEDRALA, ESQ.**

Nevada Bar No. 12822

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

1091 S. Cimarron Road, Suite A-1

Las Vegas, Nevada 89145

(702) 475-8884

(702) 938-8625 Facsimile

jmedrala@medralaw.com

*Attorney for Thomas Lucas and*

*Opportunity Homes, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

**DISCLAIMER OF INTEREST**

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

5 DATED this 8th day of March, 2017.

6 Respectfully Submitted by:  
7 **The Medrala Law FIRM, Prof. LLC**

8 /s/ Jakub P. Medrala

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

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CERTIFICATE OF SERVICE

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

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

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

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

# Exhibit 7

ORIGINAL

CLERK OF THE COURT

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

6 Attorney for Plaintiff/Counterdefendant

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9  
10 JOEL A. STOKES and SANDRA F. )  
11 STOKES, as trustees of the JIMI JACK )  
12 IRREVOCABLE TRUST, )  
13 Plaintiff, )  
14 vs. )  
15 BANK OF AMERICA, N.A., )  
16 et al., )  
17 Defendants. )  
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And related Claims. )

CASE NO. A720032  
DEPT. NO. XXXI

DISCLAIMER OF INTEREST

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

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

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

1 **CERTIFICATE OF ELECTRONIC SERVICE**

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

6 **Leach Johnson Song & Gruchow**

| 7 <b>Contact</b>  | 8 <b>Email</b>   |
|-------------------|--|
| 9 Patty Gutierrez | <a href="mailto:pgutierrez@leachjohnson.com">pgutierrez@leachjohnson.com</a> |
| 10 Terri Hansen   | <a href="mailto:thansen@leachjohnson.com">thansen@leachjohnson.com</a>       |

11 **Leach Johnson Song Gruchow**

| 12 <b>Contact</b> | 13 <b>Email</b>  |
|-------------------|--|
| 14 Robin Callaway | <a href="mailto:rcallaway@leachjohnson.com">rcallaway@leachjohnson.com</a> |

15 **Leach Johnson Song Gruchow**

| 16 <b>Contact</b> | 17 <b>Email</b>  |
|-------------------|--|
| 18 Ryan Reed      | <a href="mailto:rreed@leachjohnson.com">rreed@leachjohnson.com</a>         |
| 19 Sean Anderson  | <a href="mailto:sanderson@leachjohnson.com">sanderson@leachjohnson.com</a> |

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

| 21 <b>Contact</b>    | 22 <b>Email</b>  |
|----------------------|--|
| 23 Darnell Lynch     | <a href="mailto:dlynch@lipsonneilson.com">dlynch@lipsonneilson.com</a>             |
| 24 David Ochoa       | <a href="mailto:dochoa@lipsonneilson.com">dochoa@lipsonneilson.com</a>             |
| 25 Kaleb Anderson    | <a href="mailto:kanderson@lipsonneilson.com">kanderson@lipsonneilson.com</a>       |
| 26 Renee Rittenhouse | <a href="mailto:rrittenhouse@lipsonneilson.com">rrittenhouse@lipsonneilson.com</a> |
| 27 Susana Nutt       | <a href="mailto:snutt@lipsonneilson.com">snutt@lipsonneilson.com</a>               |

28 **Pro Se**

| 29 <b>Contact</b> | 30 <b>Email</b>  |
|-------------------|--|
| 31 Nona Tobin     | <a href="mailto:nonatobin@gmail.com">nonatobin@gmail.com</a> |

1 **The Medrala Law Firm, PLLC**

2 **Contact**

**Email**

3 Jakub P Medrala

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

4 Office

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

5 Shuchi Patel

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

6 **Wright, Finlay & Zak, LLP**

7 **Contact**

**Email**

8 Jason Craig

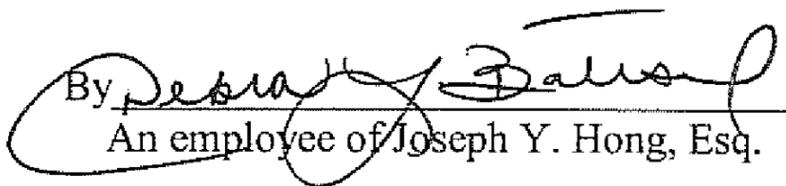
[jcraig@wrightlegal.net](mailto:jcraig@wrightlegal.net)

9 Michael Kelley

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

10 NVEfile

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

11  
12  
13 By   
14 An employee of Joseph Y. Hong, Esq.





# Exhibit 8

47

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

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

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

On March 27, 2017 THE GRANTOR(S),

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

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

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

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

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

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

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

or any part thereof.

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

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

**(SIGNATURE PAGE FOLLOWS)**

**Grantor Signatures:**

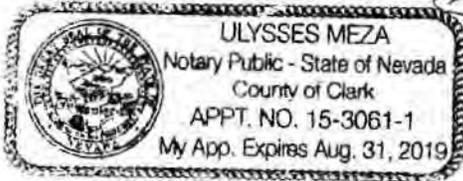
DATED: 3/27/17

Nona Tobin, Trustee

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

STATE OF NEVADA, COUNTY OF CLARK, ss:

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



[Signature]  
Notary Public Ulysses Meza

Notary Public  
Title (and Rank)

My commission expires 08-31-2019

**STATE OF NEVADA  
DECLARATION OF VALUE**

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

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

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

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

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

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

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

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

**SELLER (GRANTOR) INFORMATION**

**BUYER (GRANTEE) INFORMATION**

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

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

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

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

# Exhibit 9

2

Inst #: 20141201-0000518

Fees: \$18.00

N/C Fee: \$0.00

12/01/2014 09:00:43 AM

Receipt #: 2235133

Requestor:

NATIONSTAR MORTGAGE

Recorded By: SAO Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

Recording Requested By:  
Nationstar Mortgage

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



**CORPORATE ASSIGNMENT OF DEED OF TRUST**

**Clark, Nevada**

**SELLER'S SERVICING #:0618315261 "HANSEN"**

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

Date of Assignment: October 23rd, 2014

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

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

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

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

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

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

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

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

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

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

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

On 10/29/14

By:   
Nisha Dietrich  
Assistant Secretary

STATE OF Nebraska  
COUNTY OF Scotts Bluff

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

WITNESS my hand and official seal,

  
Traci J Garton  
Notary Expires 10/25/2016



(This area for notarial seal)

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

\*VSR\*VSRNATN\*10/23/2014 03:08:21 PM\* NATT01NATNA000000000000000521839\*  
NVCLARK\* 0618315261 NVCLARK\_TRUST\_ASSIGN\_ASSN \* \*CKNATN\*

# Exhibit 10

Inst #: 20190308-0002789  
Fees: \$40.00  
03/08/2019 02:12:46 PM  
Receipt #: 3851599  
Requestor:  
NATIONSTAR MORTGAGE LLC  
Recorded By: DECHO Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER  
Src: PRIORITY MAIL  
Ofc: MAIN OFFICE

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

APN #: 191-13-811-052

Loan No: [REDACTED] 5261

---

Space above for Recorder's use

### RESCISSION OF ASSIGNMENT OF DEED OF TRUST

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

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

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

Assignee: NATIONSTAR MORTGAGE LLC

The Assignment of Deed of Trust refers to the following described Deed of Trust:

Borrower(s): GORDON B. HANSEN, AN UNMARRIED MAN

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

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

Legal Description: SEE EXHIBIT "A" ATTACHED

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

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

Date: FEB 25 2019 FEB 25 2019

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

By: Mohamed Hameed  
Title: Vice President

Witness Name: OMAR JASPER

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

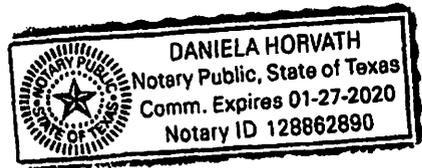
State of Texas  
County of Dallas

**FEB 25 2019**

**Daniela Horvath**

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared Mohamed Hameed, Vice President of/for **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC, ITS ATTORNEY-IN-FACT**, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct. I further certify Mohamed Hameed, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.  
Daniela Horvath  
(Notary Name): Daniela Horvath  
My commission expires: JAN 27 2020



**LEGAL DESCRIPTION:**

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

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

# Exhibit 11



CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

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

By:   
MOHAMED HAMEED, Vice-President

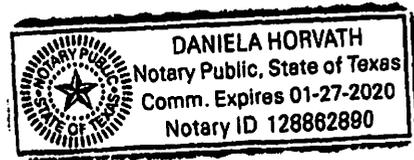
STATE OF Texas  
COUNTY OF Dallas

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

WITNESS my hand and official seal,

  
DANIELA HORVATH

Notary Expires: 01/27/2020 #128862890



(This area for notarial seal)

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

\*VSR\*VSRNATN\*02/25/2019 10:05:00 AM\* NATTO1NATNA00000000000000521839\*  
NVCLARK\* NVCLARK\_TRUST\_ASSIGN\_ASSN \* AM9\*AM9NATT\*

# Exhibit 12

RECORDING REQUESTED BY

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

---

Space Above This Line Reserved for Recorder's Use

**LIMITED POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS:**

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

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

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

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

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

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

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

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

NO CORPORATE SEAL

WELLS FARGO BANK, N.A.

Debbie Hunt  
Witness: Debbie Hunt

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

Mike Underwood  
Witness: Mike Underwood

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

Susanel Brown  
Attest: [Notary] Susan Brown

CORPORATE ACKNOWLEDGMENT

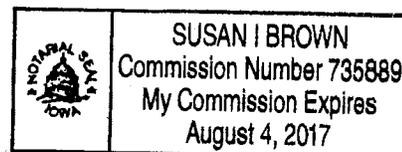
State of Iowa  
County of Dallas

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

WITNESS my hand and official seal.

Signature: Susanel Brown

My commission expires: 8/4/17



SCHEDULE I

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Exhibit 13

3

Inst #: 20150312-0002285

Fee: \$22.00

N/C Fee: \$0.00

03/12/2015 12:11:44 PM

Receipt #: 2345255

Requestor:

WELLS FARGO BANK NA

Recorded By: CYV Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

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

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



**SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE**

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

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

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

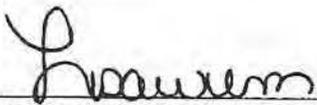
IN WITNESS WHEREOF, WELLS FARGO BANK, N.A. 2324 OVERLAND AVE,  
MAC# B6955-014, BILLINGS, MT 59102-6401 as present Beneficiary and WELLS FARGO  
FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION 2324  
OVERLAND AVE, MAC# B6955-014, BILLINGS, MT 59102-6401 as Substituted Trustee,  
have caused this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

\*LJW\*LJWWFMH\*03/02/2015 03:11:03 PM\* WFCM07WFMH0000000000000000285633\*  
NVCLARK\* 83765053779811998 NVCLARK\_TRUST\_SUB \*\*TMGWFMH\*

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE Page 2 of 3

WELLS FARGO BANK, N.A.

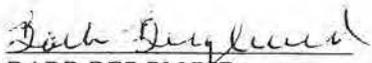
On March 2nd, 2015

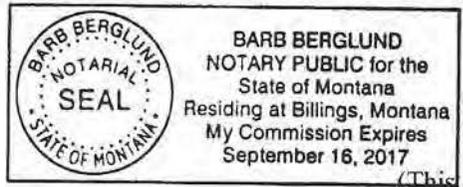
By:   
LISA WILM, Vice President Loan  
Documentation

STATE OF Montana  
COUNTY OF Yellowstone

On March 2nd, 2015, before me, BARB BERGLUND, a Notary Public, personally appeared LISA WILM, Vice President Loan Documentation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
BARB BERGLUND  
Notary Expires: 09/16/2017



(This area for notarial seal)

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

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

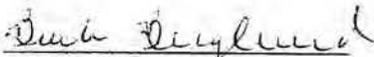
  
LISA WILM, VICE PRESIDENT LOAN DOCUMENTATION

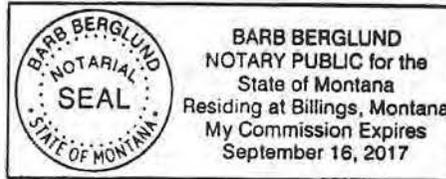
\*LJW\*LJWWFMH\*03/02/2015 03:11:04 PM\* WFCM07WFMH0000000000000000285633\*  
NVCLARK\* 83765053779811998 NVCLARK\_TRUST\_SUB \* \*TMGWFMH\*

STATE OF Montana  
COUNTY OF Yellowstone

On March 2nd, 2015, before me, BARB BERGLUND, a Notary Public, personally appeared LISA WILM, VICE PRESIDENT LOAN DOCUMENTATION, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
BARB BERGLUND  
Notary Expires: 09/16/2017



(This area for notarial seal)

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

\*LJW\*LJWWFMH\*03/02/2015 03:11:04 PM\* WFMCO7WFMH0000000000000000285633\*  
NVCLARK\* 83765053779811998 NVCLARK\_TRUST\_SUB \*\*TMGWFMH\*

# Exhibit 14

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

Recording Requested By:  
Title 365

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

APN: 191-13-811-052

---

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

### **SUBSTITUTION OF TRUSTEE**

WHEREAS,  
**GORDON B. HANSEN, AN UNMARRIED MAN**

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

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

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

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

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

SUBSTITUTION OF TRUSTEE - PAGE 2

NEVADA

TS No.: NV1500270670  
TSG No. : 730-1508685-70

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

Rebecca C Wallace 8-6-15

Rebecca C Wallace - Assistant Secretary

Date: 8-6-15

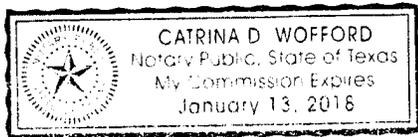
State Of: Texas

County Of: Denton

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

Given under my hand and seal of office this 6<sup>th</sup> day of August, A.D., 2015.

Catrina D. Wofford (Notary Seal)



# Exhibit 15

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

**NOTE**

**JULY 15, 2004**  
[Date]

**HENDERSON,**  
[City]

**NEVADA**  
[State]

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

**1. BORROWER'S PROMISE TO PAY**

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

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

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

**2. INTEREST**

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

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

**3. PAYMENTS**

**(A) Time and Place of Payments**

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

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

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

I will make my monthly payments at

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

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

**(B) Amount of Monthly Payments**

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

**4. BORROWER'S RIGHT TO PREPAY**

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

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

**5. LOAN CHARGES**

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

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

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

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver By Note Holder**

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

Initials: *[Signature]*



**PAY TO THE ORDER OF**  
Flagstar Bank, FSB

**WITHOUT RECOURSE**

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

**PAY TO THE ORDER OF**

**WITHOUT RECOURSE**  
COUNTRYWIDE HOME LOANS, INC

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

**PAY TO THE ORDER OF**  
Countrywide Home Loans, Inc.

**WITHOUT RECOURSE**  
FLAGSTAR BANK, FSB

By: Melinda McNeal  
Melinda McNeal, Vice President

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



2783 White Sage Dr Henderson, NV 89052



5232

# EXHIBIT 16

# EXHIBIT 16

**Supreme Judicial Court**  
FOR THE COMMONWEALTH OF MASSACHUSETTS

No. SJC-11041

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HENRIETTA EATON,  
PLAINTIFF-APPELLEE,

v.

FEDERAL NATIONAL MORTGAGE ASSOCIATION & ANOTHER,  
DEFENDANTS-APPELLANTS.

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ON APPEAL FROM THE APPEALS COURT SINGLE JUSTICE

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**BRIEF OF *AMICUS CURIAE* MARIE MCDONNELL, CFE**

---

Maric McDonnell, CFE  
*Mortgage Fraud and Forensic Analyst*  
*Certified Fraud Examiner*

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Dated: September 30, 2011

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## STATEMENT OF AMICUS INTEREST

I, Marie McDonnell, am a *Mortgage Fraud and Forensic Analyst* and a credentialed *Certified Fraud Examiner*. I am the founder and managing member of Truth In Lending Audit & Recovery Services, LLC of Orleans, Massachusetts and have twenty-four years' experience in transactional analysis, mortgage auditing, and mortgage fraud investigation. I am also the President of McDonnell Property Analytics, Inc., a litigation support and research firm that provides mortgage-backed securities research services and foreclosure forensics to attorneys nationwide. McDonnell Property Analytics also advises and performs services for county registers of deeds, attorneys general, courts and other governmental agencies.

I am the same Marie McDonnell who provided amicus briefs to the Massachusetts Land Court and to the Massachusetts Supreme Judicial Court in the landmark cases *U.S. Bank National Association v. Ibanez* and *Wells Fargo Bank, N.A. v. LaRice*, 458 Mass. 637 (2011) in which the courts vacated two foreclosures

prosecuted by trustees of securitization trusts.<sup>1</sup> My seminal contribution was to shift the debate beyond defective assignments of mortgage to an examination of the fatal breaks in the chain of title that occurred due to the utter failure of the entities that securitized these mortgages to document the transfers between themselves.

More recently, John O'Brien, Register of the Essex Southern District Registry of Deeds in Salem, Massachusetts, commissioned McDonnell Property Analytics, Inc. to conduct a forensic examination to test the integrity of his registry due to his concerns that: 1) Mortgage Electronic Registration Systems, Inc. ("MERS") boasts that its members can avoid recording assignments of mortgage if they register their mortgages into the MERS System; and 2) due to the robo-signing scandal spotlighting Linda Green as featured in a 60 Minutes exposé on the subject earlier this spring.

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<sup>1</sup> McDonnell's Amicus Brief is available on the Massachusetts Supreme Judicial Court's website at: [http://www.ma-appellatecourts.org/search\\_number.php?dno=SJC-10694&get=Search](http://www.ma-appellatecourts.org/search_number.php?dno=SJC-10694&get=Search).

I accepted this assignment on a pro bono basis because of its high and urgent value to the public trust, and to educate the 50 Attorneys General who are brokering a settlement with the subject banks in an attempt to resolve fraudulent foreclosure practices. My entire report with exhibits is available at no charge to the public at: <http://salemdeeds.com> and at <https://www.truthinlending.net>.

I defined the scope of the examination by selecting all assignments of mortgage that were recorded during the year 2010 to and from three of the nation's largest banks: JPMorgan Chase Bank, N.A., Wells Fargo Bank, N.A., and Bank of America, N.A. The sample was neither random nor arbitrary; we included every assignment that appeared in the Grantor / Grantee index using the registry's online search engine. The study included 147 assignments involving JPMorgan Chase; 278 assignments involving Wells Fargo Bank; and 140 assignments involving Bank of America.

Before examining the documents, I enlisted the help of Attorney Jamie Ranney of Nantucket, Massachusetts to establish definitions of terms based on Massachusetts law that I could rely upon to determine whether an assignment was either: *valid*,

*missing, questionable, invalid, fraudulent, or criminally fraudulent.* These definitions are attached as "Exhibit A" to my report; "Exhibit B" explains my methodology, protocols and practical applications for classifying assignments of mortgage according to the prescribed definitions; "Exhibit C" is a list of robo-signers that we identified which also provides information on whom the robo-signors executed documents for, who they were actually employed by (if we knew), and how many documents they executed.

From there, we researched the underlying mortgage and assembled all documents cross-indexed thereto such as prior assignments of mortgage, discharges of mortgage, orders of notice, and all documents recorded in connection with a completed foreclosure. This increased the population of examined documents to approximately 2,000. In total, 473 unique mortgages were analyzed, covering \$129,577,415 in principal obligations.

The results of my investigation were shocking and revealed widespread, systemic, patterns of practice of fraud and abuse by the mortgage banking and servicing industries; and especially by their controversial private utility, Mortgage Electronic Registration

Systems, Inc. which has eviscerated transparency from the time-honored public recording system, and so defiled the integrity of the Southern Essex District Registry of Deeds that John O'Brien has called for a full forensic audit of his registry.

With respect to transparency i.e., how often could we track the true, current owner of a given mortgage, we found:

- Using our forensic tools and methods (typically unavailable to the general public and registry staff), we were able to trace ownership to only 287 of 473 mortgages (60%).
- 46% of mortgages were MERS registered; and 47% were owned by the Government Sponsored Enterprises (i.e., Fannie Mae, Freddie Mac, Ginnie Mae), respectively. Typically ownership of these mortgages is highly obscure.
- 37% of mortgages were securitized into public trusts (as opposed to private trusts), which are typically more discoverable through use of forensic tools and high cost, subscription-based databases.

With respect to the integrity of the chain of title i.e., how valid (legal) are the assignments of mortgage that we examined, we found:

- Only 16% of all assignments examined are valid.
- 75% of all assignments examined are invalid and an additional 8.7% are questionable (require more data.)

- 27% of the invalid assignments are fraudulent; 35% are "robo-signed;" and 10% violate the Massachusetts Mortgage Fraud Statute (M.G.L. Ch. 266 §35A(b) (4) .
- 683 assignments are missing, translating to approximately \$180,000 in lost recording fees per 1,000 mortgages whose current ownership can be traced.

My audit of the Southern Essex District Registry of Deeds is relevant here because Henrietta Eaton's situation is a case in point of what typically happens when Fannie Mae, its Servicer, and Mortgage Electronic Registration Systems, Inc. conspire to suppress the identity of the true owner and holder of a borrower's note and mortgage so that they can illegally foreclose upon the collateral property without raising suspicion.

My interest in offering this *amicus brief* is simply to shed the light of the truth on the documentary evidence available in the public record so that this venerable Court will not be fooled by the charade that is playing out before it now.

I offer my services here *pro bono* as a public service. I have not requested, accepted nor received any compensation for my efforts; nor do I have a stake

in the outcome of the litigation except to see that justice prevails.

#### STATEMENT OF THE ISSUES

1. The issue presented is the validity of a foreclosure conducted by a [successor] mortgagee who [took the mortgage by assignment and purported to] hold the mortgage but not the underlying promissory note at the time of foreclosure.

2. A condition precedent to resolving issue # 1 is to establish that the successor mortgagee seeking to foreclose can prove that it received a valid assignment of the mortgage from a party that itself held the mortgage. If more than one transfer was involved, the successor mortgagee must be able to provide a complete unbroken chain of assignments linking it to the record holder of the mortgage.<sup>2</sup>

3. If issue #2 fails, then issue #1 becomes academic in nature with respect to the instant case; however, the Supreme Judicial Court's ruling will be of inestimable value to other matters that involve the separation of the note from the mortgage due to

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<sup>2</sup> See U.S. Bank v. Ibanez, 458 Mass. 637 (2011).

securitization, the use of Mortgage Electronic Registration Systems, Inc., or inadvertence.

**STATEMENT OF THE CASE AND FACTS**

*Amicus Curiae* McDonnell hereby adopts the statement of the case and facts presented by the Plaintiff-Appellee, Henrietta Eaton, in her Brief of Appellee docketed with the Massachusetts Supreme Judicial Court on September 23, 2011 in the instant appeal.

However, also relevant to this case - indeed, essential - are critical facts that arise upon an examination of the assignment of mortgage recorded in the Suffolk County Registry of Deeds on May 20, 2009 at Book 44958 Page 249 by which Mortgage Electronic Registration Systems, Inc. as nominee for BankUnited, FSB purports to assign and transfer to Green Tree Servicing LLC all its right, title and interest in and to the Eaton mortgage.

Simply put, if the operative assignment is shown to be invalid, the issue of whether or not a mortgagee who neither owns nor holds the note can foreclose on the collateral property becomes academic in nature.

Moreover, if the assignment is invalid, the foreclosure of the Eaton property would fail as a

matter of law without having to consider the "splitting factor" i.e., that the note and mortgage are held by different entities.

Finally, if the assignment is invalid neither of the Defendants, Green Tree Servicing LLC nor its assignee Federal National Mortgage Association, have the requisite standing to invoke the jurisdiction of the Massachusetts courts.

Plaintiff-Appellee Eaton has pleaded her case well both in the Housing Court, the Suffolk County Superior Court, and before this Supreme Judicial Court. She has properly cited Massachusetts common law, the relevant statutes, and the terms of the mortgage contract itself, all of which require unification of the note and mortgage prior to the institution of a foreclosure action.

The law of this case, which will ultimately resolve issue #1, is well settled and does not require the Supreme Judicial Court to pay deference to the business models, innovations, rules and customs that the mortgage banking industry has adopted which have wreaked havoc of cataclysmic proportions throughout all sectors of our economy and have had far-reaching

effects on other sovereign nations and emerging markets around the globe.

What is baffling here is that the Defendant-Appellees who stand to profit from the instant foreclosure are purposely suppressing the identity of the "real party in interest." This Honorable Court should want to know, why is that? What's there to hide? What's there to gain? And how does this tie into the ever-increasing lack of transparency. I quantified after auditing the Southern Essex Registry of Deeds?

#### SUMMARY OF THE ARGUMENT

*Amicus Curiae* McDonnell hereby adopts and ratifies the arguments, citations to relevant common law, Massachusetts General Laws, and the operative terms of the mortgage contract presented by the Plaintiff-Appellee, Henrietta Eaton, in her Brief of Appellee docketed with the Massachusetts Supreme Judicial Court on September 23, 2011 in the instant appeal.

Further, I argue below that not only does the Eaton mortgage require that the Note and the attendant Security Interest ("Mortgage") be transferred together when sold; but the policies and procedures of Defendant-Appellant Federal National Mortgage

Association ("Fannie Mae") require that its Loan Servicer hold both the note and the mortgage prior to instituting a foreclosure action. Additionally, if required by Applicable Laws, the Loan Servicer must also gain physical possession of the note by submitting a Request for Release of Documents from Fannie Mae's Document Custodian. . . (See Exhibit A. - Fannie Mae Announcement 08-12, 5/23/2008)

Having an understanding of Fannie Mae's policies and procedures helps to explain why Mortgage Electronic Registration Systems, Inc. ("MERS") functions as it does, especially when a MERS Member is prosecuting a foreclosure action. However, as will become apparent, Fannie Mae's protocols and MERS' Rules are in direct conflict with the Massachusetts General Laws governing foreclosure.

The pivotal Assignment of Mortgage ("Assignment") that purports to transfer the Eaton Mortgage from Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for BankUnited, FSB to Green Tree Servicing LLC ("Green Tree") is invalid for a variety of reasons explained in detail below.

Moreover, the purpose of this Assignment is not to memorialize a true sale of the Note and Mortgage to

the Assignee; but rather, it is a litigation tool designed to close the gap in the chain of title so that it appears in the public record that the Assignee, Green Tree in this case, had the legal right to foreclose the property. This sham Assignment is a necessary precursor to the ultimate recordation of the Foreclosure Deed; otherwise, Registers of Deeds would not allow title to pass to the foreclosing entity.

It is incumbent upon consumers, their attorneys, registry staff, clerks of court, and judges to learn how to recognize these sham assignments because they are corrupting the chain of title in our land records; and because, once recorded, courts afford them deference rather than seeing them for what they are: counterfeits, forgeries and utterings.

The MERS System is no replacement for the time-honored public land recording system that is the foundation of our freedom, our prosperity, and our American way of life. By privatizing property transfer records MERS has been allowed to set up a "control fraud" of epic proportions that has facilitated the largest transfer of wealth in human history, and it should be abolished.

I have copious evidence that the MERS System simply does not do what it claims to do. It is incomplete, inaccurate, misleading, unreliable, self-contradictory, and asynchronous with the timing of events as they actually happened. Moreover, I have witnessed that certain entries reflected in MERS Milestone Reports appear to have been made during the course of litigation in an attempt to square MERS's internal records with the timeline of external events. Indeed, the "New Man at MERS," Bill Beckman was just interviewed by Mortgage Technology Magazine and he frankly admits: "We did not have a robust process to make sure that all the data on our system was accurate, timely and reliable. Our view was that is the servicer's data and they're relying on it for their own transactions, they're using their own systems, so we don't have to double check...Well, the regulators took the perspective of, 'No. You've got your name on it. It's your system. It is being used, but you don't know exactly the way it's being used, so there's no reason those two things shouldn't line up.'" (See Exhibit G. - The New Man at Mortgage Electronic Registration Systems, Inc., Bill Beckman Interview)

## ARGUMENT

## I. THE MORTGAGE CONTRACT CONTROLS.

On September 12, 2007, Henrietta L. Eaton ("Eaton" or "Appellee") executed a Note in favor of BankUnited, FSB to obtain funds in the amount of \$145,000.00. The terms of the subject Note indicate that the principal amount would be financed at a fixed interest rate of 6.875% per annum; and that the monthly installments of \$952.55 beginning on November 1, 2007 would be sufficient to fully amortize the obligation over the thirty (30) year term to maturity by October 1, 2037. (See Exhibit B. - Note, 9/12/2007)

To guarantee the debt, Eaton executed a Mortgage encumbering residential property located at 141 Deforest Street, Roslindale, Massachusetts 02131 ("Property"). The Mortgage names BankUnited, FSB ("BankUnited") as the Lender and defined "MERS" as Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. (See Exhibit C. - Mortgage, 9/12/2007)

The Mortgage in question is what is known as a MERS Original Mortgage ("MOM") and is being tracked in the Mortgage Electronic Registration Systems, Inc. database as MIN #100526500053612901. MERS reports that as of June 24, 2011, the status of the Eaton Mortgage is "Inactive" meaning that the servicing rights and the beneficial ownership rights in the Mortgage are no longer being tracked in the MERS System. It also indicates that Green Tree Servicing LLC was the last Servicer of record and that *Fannie Mae* was the Investor, i.e. owner and holder of the Mortgage Loan at the time the Mortgage was deactivated. (See Exhibit D. - MERS Research Results)

A close reading of the Note and Mortgage clearly indicates that the contract is between Eaton as Borrower and BankUnited as Lender. MERS has no position in the Note and is not authorized to take any action on behalf of the Lender under the terms thereof. The Mortgage, on the other hand, provides that MERS may take certain actions on behalf of the Lender if so directed by the Lender or the Lender's successors and assigns. The granting clause reads as follows:

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of Suffolk which currently has the address of 141 Deforest Street, Roslindale, Massachusetts 02131.

There is no contractual language in the Mortgage that gives MERS the independent right to enforce the Note and Mortgage; or even to assign its position in the Mortgage without the express direction and authorization of the Lender or the Lender's successors and assigns.

The Mortgage contains notice to the Borrower that the instruments memorializing the mortgage obligation may be sold; however, the clear representation made to Eaton was that her Note and Mortgage, if sold, would move together and remain inextricably linked. The relevant section of the uniform covenants contained in the Mortgage reads as follows:

¶ 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower.

A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. [Emphasis supplied]

Thus, irrespective of whether or not MERS is involved in a nominal capacity, the Mortgage must follow the Note pursuant to the strict language of the contract between the parties. Notwithstanding MERS' overall scheme to avoid the recording of Assignments in the public records, the Lender or the Lender's successor and assigns are bound to do so under the terms of the mortgage contract and all Applicable Laws as explained further below.

Massachusetts General Laws Chapter 183 governing the recording of documents in the county Registry of Deeds does not specify when an assignment of mortgage must be recorded. The presumption here is that all assignees would want to record their position in order to protect themselves from the risk of loss. While auditing the Southern Essex District Registry of Deeds, we came across numerous assignments that were recorded as much as ten (10) years after the mortgage had been discharged. Those were an obvious attempts to

close the gap in the chain of title which stands for the proposition that, eventually all valid assignments must be recorded to maintain the integrity of title to real property.

In contrast, M.G.L. Ch. 185 § 67 is explicit on this subject and requires that all assignments affecting registered land *shall* be registered. The statute in its entirety states emphatically:

The owner of registered land may mortgage it by executing a mortgage deed. Such deed may be assigned, extended, discharged, released in whole or in part, or otherwise dealt with by the mortgagee by any form of deed or instrument sufficient in law for the purpose. *But such mortgage deed, and all instruments which assign, extend, discharge and otherwise deal with the mortgage, shall be registered, and shall take effect upon the title only from the time of registration.* [Emphasis supplied]

The clear statutory requirement codified in M.G.L. Ch. 185, § 67 establishes that all instruments that assign the mortgage shall be registered. If nothing else, common sense dictates that this requirement carries over to recorded land as well; otherwise, in a situation where a property consists of an assemblage of both recorded land and registered land, the result would be absurd i.e., the chain of title to Parcel I would be different from Parcel II

even though both lots were equally impacted by the same transactions. This is not a hypothetical situation as I have just completed an analysis of a case involving this scenario.

**II. THE PIVOTAL ASSIGNMENT OF MORTGAGE THAT PURPORTS TO TRANSFER THE EATON MORTGAGE TO DEFENDANT GREEN TREE IS INVALID.**

Black's Law Dictionary defines the term *valid* as "having legal strength or force, executed with proper formalities, incapable of being rightfully overthrown or set aside... Founded on truth of fact; capable of being justified; supported, or defended; not weak or defective...Of binding force; legally sufficient or efficacious; authorized by law...as distinguished from that which exists or took place in fact or appearance, but has not the requisites to enable it to be recognized and enforced by law." (See Black's Law Dictionary, Sixth Edition, © 1990, page 1550)

My examination of the Assignment of Mortgage recorded in the Suffolk County Registry of Deeds on May 20, 2009 at Book 44958 Page 249 by which Mortgage Electronic Registration Systems, Inc. as nominee for BankUnited, FSB purports to assign and transfer to Green Tree Servicing LLC all its right, title and interest in and to the Eaton mortgage revealed the

following facts: (See Exhibit E. Assignment of Mortgage)

1. The Appellants state in their Brief that, "After the loan was funded, the Note was endorsed in blank and transferred to Fannie Mae, which retained Green Tree to service the loan." [Appellant's Brief, p. 4]
2. On information and belief, this transfer from BankUnited to Fannie Mae occurred at or near the origination date of September 12, 2007.
3. Accordingly, BankUnited had no interest in the Eaton Mortgage to transfer on April 22, 2009.
4. Moreover, BankUnited had conveyed all right title and interest to Fannie Mae and could not sell the Mortgage for a second time to Green Tree.
5. The Appellants admit that Green Tree was the Loan Servicer.
6. The Assignment of Mortgage in question was executed by Monica Medina, Assistant Secretary of Mortgage Electronic Registration Systems, Inc. acting on behalf of BankUnited, FSB.
7. Monica Medina is not an employee of MERS; and she was not employed by BankUnited on April 22, 2009 when she executed this Assignment.
8. In truth, Monica Medina is employed by Green Tree Servicing LLC at its headquarters in Tempe, Arizona.
9. Thus, what we have here is a fictitious, self-dealing Assignment of Mortgage that contains false statements, misrepresentations, and omissions of material fact in order to deceive or defraud. It was prepared and executed by Green Tree without BankUnited's knowledge, authority or consent.

10. This Assignment was not prepared for the purpose of legally transferring the Eaton Mortgage to Green Tree. Rather, it is a litigation tool that was prepared under false pretenses to close the gap in the chain of title so that Green Tree could prosecute the instant foreclosure, which it completed on November 4, 2009.

In preparation for writing this *amicus brief*, I called upon Register John O'Brien to search the Southern Essex District Registry of Deeds filings for other assignments that were executed by Monica Medina ("Medina"). As of this writing, eleven (11) assignments were provided to me for review. The results are astonishing and clearly establish a pattern and practice of assignment fraud. Medina executed the assignments on behalf of ten (10) different assignors in her dual role as a MERS Certifying Officer or as Authorized Agent for Green Tree. (See Exhibit F. - Robo-Signer Monica Medina)

In my capacity as a Certified Fraud Examiner, I hereby certify to the Massachusetts Supreme Judicial Court that the above-described Assignment of Mortgage is fraudulent and therefore, it is void as a matter of law. Thus, everything that flows from this "breeder document" is tainted with fraud and must be revoked.

**CONCLUSION**

In closing, I want the Justices to know that my audit of the Southern Essex District Registry of Deeds enabled me to examine 565 Assignments of Mortgage, the majority of which were prepared in order to foreclose on John O'Brien's electorate. Every single assignment of mortgage that I examined that was prepared to prosecute a foreclosure, without exception, is tainted with the same fraud that I have detailed here.

The consequences to homeowners, the public land recording system and the state and federal court systems are devastating. In particular, the Massachusetts Land Court is being used as the entry point for these false documents as foreclosure law firms introduce them with Complaints to Foreclose in Servicemembers Civil Relief Act cases. The crisis is so severe; it requires the immediate attention of the Executive, Legislative and Judicial branches of the Commonwealth of Massachusetts in order to protect its citizens, its real property, and the rule of law.

Respectfully submitted,

*Marie Mc Donnell*

---

Marie McDonnell, Affiant  
Mortgage Fraud and Forensic Analyst  
Certified Fraud Examiner, ACFE  
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P.O. Box 2067  
Orleans, Massachusetts 02653  
(v) 508-694-6866  
(f) 508-694-6874

Dated: September 30, 2011

# EXHIBIT

## **Claims Against Nationstar Tobin drafted 12/26/18**

1. BANA and NSM obstructed five sales at FMV
2. BANA took possession without foreclosing in 2013
3. Blocked HOA from being paid \$3,055 in June 2013
4. NSM refused to ID beneficiary
5. BANA and NSM recorded false claims against title
6. NSM and BHHS concealed inculpatory evidence (Equator file)
7. NSM let the HOA sell for \$63,100 when \$358,800 offer was pending lender approval
8. NSM faked two powers of attorney

# EXHIBIT

## **Claims Against Nationstar**

### **If the sale is voided**

1. Nationstar and GBH Trust both claim that the sale was defective in terms of notice and that our rights were abridged by the failure to provide guaranteed due process.
2. If the sale is voided, both GBH Trust and Nationstar's claims will be returned to the exact status that existed before the sale.

### **Damages to GBH Trust prior to the sale**

3. GBH Trust claims that Nationstar damaged the interests of the Trust by its deceptions and unfair debt collection practices prior to the sale that contributed to the sale occurring at all.
4. BANA's taking possession of the property without foreclosure and without accepting title when the GBH Trust Trustee initiated a Deed-in-Lieu process was an unfair debt collection practice done without any legal authority.
5. Nationstar and its predecessor BANA withheld of the identity of the beneficiary during the months leading up to the sale violate TILA (12 CFR 1026.39), the national mortgage settlement requirements for servicers,
6. Nationstar and its predecessor BANA harmed the estate of the deceased debtor by failing to comply with the servicing requirements of the national mortgage settlement by failure to provide meaningful loan modifications, deceiving the executor of the debtor's estate, resulting in the loss of the GBH Trust's property to the unjust enrichment of real estate speculators.
7. Nationstar and its predecessor BANA did not allow legitimate arms-length transactions to transfer the property to at least five bona-fide purchasers who independently offered to purchase the property at fair market value.

### **Reasons why title should not be quieted to Nationstar in this action**

8. Nationstar never owned any interest in the Hansen loan, i.e., the Western Thrift DOT.
9. Both Nationstar and BANA recorded false affidavits against the title ( 4/12/12 (BANA), 12/1/14, 3/12/15, and 8/15/15 (Nationstar) involving notarial abuses in violation of NRS 107.082 (2) (4) and NRS 205.395 as amended by AB 284 (2011) section 14.

### **General allegations**

1. On 7/15/04 Gordon B. Hansen (hereinafter "GBH" or "Hansen") executed a deed of trust for \$436,000, 30-year-fixed, @ 6.25% interest, on which the lender was Western Thrift and Loan, MERS was the beneficiary and Joan H. Anderson was the trustee (hereinafter "Hansen loan" or "DOT").
2. On 4/16/10, Wells Fargo notified Hansen that Wells Fargo had become the owner of the DOT, and that BAC Home Loans Servicing (hereinafter "BANA") remained the loan servicer.
3. On 4/12/12, BANA recorded the false affidavit, using a "robo-signer" and an improper notary, to claim that MERS assigned the ownership of the DOT to BANA.
4. On 10/30/12, BANA sent a notice to the Hansen estate which stated that BANA was the loan servicer, but BANA did not own the note and did not have standing to foreclose.

5. Further, BANA's letter erroneously refers to the Hansen loan as a "mortgage" rather than a DOT with a named trustee, Joan H. Anderson, who was the only party pursuant to NRS 107.028 (2) which had the actual power of sale.
6. In the same letter, BANA threatened that it "intends to initiate foreclosure action on the mortgaged property ...in the name of Wells Fargo Bank, National Association, as successor to Wachovia Bank National Association, FKA First Union National Bank, ("Noteholder").
7. Other than the 10/30/12 letter, BANA took no action to foreclose on the DOT although BANA made close to 500 harassing debt collection calls to the executor of the estate from Hansen's death on 1/14/12 until BANA ceased being the loan servicer on 12/1/13.
8. BANA refused to close escrow on an 8/8/12 contingency sale to the Sparkmans for \$315,000, an offer which was consistent with the Wells Fargo appraisal submitted by the prospective purchasers, by notifying Proudfit Realty, that the offer was rejected by the "Investor".
9. The Sparkman escrow was cancelled on 4/4/13, and the Sparkmans moved out.
10. On 4/8/13, an agent for BANA notified Hansen's estate that "BANA is the beneficiary/servicer of the first deed of trust loan secured by the property", but that it was the estate's responsibility to pay the HOA lien because Red Rock was demanding more than BANA would pay, but this made no sense to Tobin at the time since she believed the estate had no financial interest to protect.
11. On 5/7/13, Tobin sent BANA "formal notice that the property is vacant and will deteriorate unless the bank authorizes the utilities to be on and the house to continue to be on the market... It is also formal notice that other financial institutions are taking actions which may impact B of A's options going forward."
12. The "Deed of Trust" attachment to Tobin's 5/7/13 letter to BANA, was not the DOT Western Thrift security interest; it was actually the 8/27/08 Grant, sale, Bargain Deed that transferred the property from Hansen to the GBH Trust, illustrates that Tobin did not understand that a DOT was a security instrument and not a "deed". It further illustrates that she did not understand the significance of BANA not having possession of the DOT.
13. In this 5/7/13 letter to BANA Tobin was ignorantly relying on BANA's misrepresentations regarding the ownership of the DOT to the detriment of the estate's interests.
14. Tobin's statement "B of A needs to take action to protect its financial interests because Gordon Hansen is deceased and I am no longer willing to attempt to facilitate the banks efforts to reduce its losses" was made in the good faith belief that the GBH Trust was not liable for the expenses to maintain the property for the financial benefit of an institution that was unwilling to take responsibility for its own investment, but in hindsight, had Tobin not been misled by BANA, she would have acted differently to protect the property.
15. On 5/10/13, escrow opened on \$395,000 offer from the Mazzeos, but after difficulties with BANA's unreasonable demands, the Mazzeos withdrew their offer.
16. In July, Tobin removed the property from the market and offered BANA a Deed in Lieu (DIL).
17. BANA refused to accept a quit claim deed and initiated a process to evaluate if the property was "qualified".

18. BANA did take possession of the property by changing the locks and putting a lock box on it.
19. On 7/23/13, Tobin documents to Liberty Title Company BANA had requested.
20. Attachment 1 “Deed of Trust transferring the property title into the name of the Gordon B. Hansen Trust” illustrates again both that BANA did not have possession of the Western Thrift DOT, and that Tobin did not understand what a DOT was or the significance of BANA asking her for it.
21. In September, 2013, BANA’s agent from Liberty Title phoned Tobin to notify her that BANA was “closing the file” because the property did not qualify for a DIL because it had a clouded title.
22. Neither BANA nor its agent ever sent any written notice regarding the rejection of the offer of a DIL or any other documentation of the DIL evaluation.
23. Taking possession of the property without going through a foreclosure process was an unfair debt collection practice.
24. Refusing to take title of the property was detrimental to the GBH Trust because BANA left the liability in the name of the Trust and BANA did not take responsibility for protecting the property and BANA misled Tobin as to the ownership of the property.
25. On 11/8/13, BANA notified the Hansen estate that Nationstar would be the loan servicer effective 12/1/13.
26. In January, 2014, Tobin re-took possession of the property and listed it for sale on 2/20/14 with BHS FKA Prudential with Craig Leidy as listing agent and Forest Barbee, BHHS broker.
27. On 2/25/14 Red Rock Regional Investments made a cash offer for \$340,000.
28. On 3/7/14, Tobin sent a letter to Nationstar explaining the many difficulties with BANA’s bungling multiple sales and stating “if Wells Fargo transferred their interest without notifying me as required by law so that Wells Fargo no longer has standing to pursue any compensation from this mortgage, I think that the Estate of Mr. Hansen has potentially a separate cause of action.”
29. On 3/12/14 Tobin signed Nationstar’s comprehensive “Short Sale Participation Agreement Acknowledgement form” which had many requirements to ensure that the transaction was arms-length and there was no financial benefit to the owner by a short sale.
30. NS did not approve the short sale, but sent a letter on 4/18/14 requiring that the property be placed in a “Market Validation Program” to determine if that the \$340,000 offer was actually the fair market value.
31. The Market Validation Program was putting the property up for public auction on [www.auction.com](http://www.auction.com).
32. The auction was held from 5/4/14 through 5/8/14, and the winning bidder was MZK at \$367,500 on 5/8/14 with a new escrow opened.
33. On 5/15/14, Red Rock Financial Services notified the Ombudsman that the Notice of Sale was cancelled.
34. On 5/22/14, Red Rock Regional Investments withdrew their \$340,000 offer and canceled the escrow.
35. On 7/25/14, the escrow for MZK’s \$367,500 “winning” bid in Nationstar’s Market Validation program, was canceled “due to the beneficiary’s non-approval of the terms of this short sale.”

36. On 7/25/14 the MLS listing was modified to MLS change "escrow now canceled... Bank now wants higher offer than previously accepted...I have worked out all other liens and this can close quickly."
37. On 7/26/14, a new counter offer was submitted for \$375,000 and signed by Tobin on 8/1/14, but Nationstar did not accept by 8/4/14 and the offer expired.
38. On 8/15/14, the property was sold by RRFs without notice to the owner, the bank or any of the people who had made bona fide purchase offers at four to five times the amount of the sale price.
39. On 8/21/14, BANA recorded an assignment of the Hansen loan to Wells Fargo.
40. On 12/1/14, Nationstar, claiming to be acting as BANA's "attorney-in-fact", made a corporate assignment of BANA's (non-existent) interest to itself.
41. On 3/12/15, Nationstar, claiming to be acting as Wells Fargo's "attorney-in-fact", without any legal authority, substituted the original trustee on the Hansen Loan.

**Drafted 12/26/18**

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### Exhibits re Claims Against Nationstar

| Exhibit<br>No. | Date<br>executed | Date<br>recorded | Description  |
|----------------|------------------|------------------|--|
| 1              | 7/15/04          | 7/22/04          | <a href="#">Western Thrift Deed of Trust (DOT)</a>   |
| 2              | 4/16/07          | 5/7/07           | Second DOT issued to Hansen by Wells Fargo   |
| 3              | 4/16/10          |                  | <a href="#">Notice to Hansen that Wells Fargo owns the DOT</a> . BANA is servicer.   |
| 4              | 4/4/12           | 4/12/12          | <a href="#">Assignment of DOT to Bank of America</a> (BANA)  |
| 5              | 10/30/12         |                  | BANA notice to Hansen that BANa intends to foreclose on behalf of Wells Fargo.   |
| 6              | 12/14/12         | 12/14/12         | SCA lien claiming \$925.76 delinquent dues and fees  |
| 7              | 1/3/13           |                  | RRFS letter transmitting lien to Hansen estate claiming \$1,355.60 is due and notice of default and election to sell may be mailed in 30 days.               |
| 8              | 2/5/13           |                  | RRFS notice to Hansen estate that account must be paid in 10 days or \$825 will be added   |
| 9              | 3/7/13           | 3/12/13          | Notice of default and election to sell is recorded claiming \$2,475.35 is due  |
| 10             | 3/15/13          |                  | RRFS notice to BANA to transmit the 3/12/13 NODES  |
| 11             | 4/8/13           |                  | BANA notice to Hansen estate to pay the HOA lien because RRFS may foreclose because they are claiming more than BANA will pay                                |
| 12             | 4/10/13          |                  | RRFS letter to Hansen estate to transmit a NODES and ledger?   |
| 13             | 5/7/13           |                  | <a href="#">GBH Trust Trustee letter to BANA</a> transmitting documents: 8/27/08 deed, GBH Trust document, 3/7/13 NODES, WF letter to BANA re 3/12/13 NODES, |
| 14             | 5/7/13           |                  | \$395,000 purchase offer   |
| 15             | 7/10/13          |                  | Property withdrawn from market   |
| 16             | 7/23/13          |                  | <a href="#">Fax Cover transmitting documents to BANA</a> to evaluate BANA accepting deed in lieu of foreclosure  |
| 17             | 11/8/13          |                  | <a href="#">BANA notice to Hansen estate that Nationstar will become the servicing bank on 12/1/13</a> .   |
| 18             | 2/25/14          |                  | Red Rock Regional Investments \$340,000 cash purchase offer.   |

- 19 3/7/14 [Hansen estate executor letter to Nationstar](#) Short Sale Department about two failed escrows and BANA's taking possession without taking title
- 20 3/12/14 Nationstar's short sale agreement acknowledgement form
- 21 4/18/14 [Nationstar's notice that the property must go through a market validation program](#) by being auctioned on [www.auction.com](http://www.auction.com)
- 22 5/8/14 Auction - Addendum - MZK Residential, LLC' s [winning bid of \\$367,500 is subject to lender approval](#) rejected
- 23 5/13/14 [Red Rock Regional Investments escrow is cancelled](#) (rejected \$340,000 cash offer made on 2/25/14.)
- 22 5/15/14 [RRFS notified Ombudsman that the HOA foreclosure sale is cancelled.](#)
- 25 7/25/14 [MLS change "escrow now canceled... Bank now wants higher offer than previously accepted...I have worked out all other liens](#) and this can close quickly."
- 26 7/25/14 [Addendum to purchase agreement](#) - MZK escrow is cancelled "due to Beneficiary's non-approval of terms of short sale"
- 27 7/30/14 [Email exchange Tobin-Leidy asking name of beneficiary](#) before the surprise HOA sale
- 28 8/1/14 Hansen executor [signed Blum \\$375,000 purchase offer](#)
- 29 8/15/14 8/22/14 [HOA Foreclosure deed](#) to Opportunity Homes based on \$63,100 sale price
- 30 8/21/14 9/9/14 [BANA assignment of DOT to Wells Fargo](#)
- 31 8/22/14 8/22/14 Statement of Value listing fair market value @ \$353, 529
- 32 10/23/14 12/1/14 [Nationstar as BANA's "attorney-in-fact" assigned DOT to Nationstar](#)
- 34 8/6/15 8/17/15 [Nationstar, acting as Wells Fargo's "attorney-in-fact, recorded substitution of the Western Thrift DOT trustee](#)

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

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



**COMPLAINT FORM**

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

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

HAVE YOU PREVIOUSLY FILED A COMPLAINT WITH OUR OFFICE?  YES  NO  
 If so, what are the approximate dates of previously filed complaint(s)? N/A

**SECTION 1: COMPLAINANT INFORMATION**

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

**SECTION 2: TYPE OF COMPLAINT**

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

SECTION 3: MY COMPLAINT IS AGAINST

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

Continue to Section 4 to describe complaint.

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

SECTION 4: DESCRIBE YOUR COMPLAINT:

➤ (to add attachments, see Section 5)

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

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

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

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

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

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

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

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

## SECTION 5: EVIDENCE

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



## SECTION 6: WITNESSES

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

N/A

## SECTION 7: SIGN AND DATE THIS FORM

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

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

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

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

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

PRINTNAME: Nona Tobin

DATE: Mar 14, 2019

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

➤ SECTION 8: OPTIONAL INFORMATION

➤ GENDER

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

➤ ETHNICITY

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

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

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

➤ MARK ALL THAT APPLY:

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

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

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

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

Review the complaint immediately.

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

introduce him or herself to the Nationstar attorney present.

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

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

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

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

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

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

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

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

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

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

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



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

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

1 message

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

Thu, Mar 14, 2019 at 12:37 AM

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

Bcc:



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

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

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

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

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

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

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

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

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

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

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

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

TOBIN. 0761

EX 9 AG COMP 007 vs. NSM/AKERMAN

**A lingering consequence of the market crash**

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

**A new twist**

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

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

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

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

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

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

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

**Silence means compliance - or acquiescence**

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

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

**Rabbit out of the hat**

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

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

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

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

No worries.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In my case, the homeowner died.

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

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

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

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

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

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

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

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

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

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

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

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

TOBIN. 0764

EX 9 AG COMP 010 vs. NSM/AKERMAN

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

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

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

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

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

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

It's simply a low percentage game.

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

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

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

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

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

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

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

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

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

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

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

From: **Nona Tobin** <[nonatobin@gmail.com](mailto:nonatobin@gmail.com)>  
 Date: Mon, Feb 25, 2019 at 9:13 AM  
 Subject: We can learn a lot from this Spanish trail HOA case  
 To: Joe Coppedge <[joe@mushlaw.com](mailto:joe@mushlaw.com)>

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

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

**TOBIN. 0765**

**EX 9 AG COMP 011 vs. NSM/AKERMANN**

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

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

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

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

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

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

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

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

#### [Order granting MSJ to the bank 12/5/18](#)

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

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

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

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

#### [Bank MSJ: Foreclosure only sub-priority piece is valid](#)

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

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

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

#### [HOA OPPC to bank MSJ](#)

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

- The HOA doesn't belong in the case.
- RRFS did everything right
- The fight is rightly just between the bank and purchaser in possession
- The owner is just a loser, not the HOA's problem

### **The SCA Board violated its duty to the homeowners by abdicating to self-serving agents**

Here's where our case has to differentiate itself. We have to hold the HOA Board accountable for letting the debt collector/manager/attorney use the HOA power to foreclose to screw the HOA and ALL the owners. Doing collections and foreclosures in secret keeps the chance of compliance low, keeps neighbors from helping a neighbor in trouble, or an out of state executor that doesn't get proper notice from knowing what to do. Not publishing that a house is going to be foreclosed to the owners prevents any owner from bidding.

The Board can't wash its hands. It's wrong for them to blindly listen only to RRFS without having to listen to the owner. FSR/RRFS set the owner up to get the property into foreclosure for way more ways to make money than just charging usurious fees.

### **Undisputed facts about how SCA Board did as they were told but it was wrong**

The volunteer Directors have been tricked by self-serving agents into doing what the agents say they HAVE TO DO.

In this case, the Board was handling collections and foreclosures such that it made money for the agents, but were actually against the law or SCA governing docs: Here is a [link to emails](#) where the former Board President told me how

TOBIN. 0766

EX 9 AG COMP 012 vs. NSM/AKERMAN

the Board handled foreclosures in 2014 - **all in closed BOD meetings under RRFS control.**

1. Give complete control over collections to the manager/debt collector of accounting with no checks and balances or any need to ever hear from the owner affected.
2. Keep everything strictly confidential and
3. trust that the manager and debt collector are doing it right
4. Allow the manager to report after an account was sent to collections and never check what fees were charged or what the circumstances might be, like the owner died and it was in escrow
5. assume that since the debt collector said they gave a notice and no owner ever filed an appeal, that everything is fine
6. Make all decisions in executive session without specifying the name of the party or the proposed sanction
7. Do not publish the quarterly delinquency report required by the bylaws even though that's how delinquent taxes are publicly reported
8. Adopt a fee schedule but do not give it to the homeowner who is subjected to them and don't audit anything that RRFS charges to see if it's right
9. Listen only to the debt collector and never tell the owner when decisions are being made to sanction them
10. Do not put specifically on the agenda or give the owner any requested minutes from BOD meetings in executive session where actions about the owner were decided:
  - when the debt collector said that the owner requested a waiver of \$459 and the owner was not permitted to be present why the debt collector said that the BOD could only waive assessments, late fees and interest, but could not waive the collection fees
  - when a pay plan was offered, considered or rejected
  - when it decided to post the property for sale, or
  - when the BOD was asked to postpone or cancel the sale, or
  - was told what the date of the sale was to be, or
  - was told that the foreclosure occurred · the BOD discussed the owner's delinquency and possible sanctions,
11. when the BOD was told of the possible alternatives to aggressive collections, such as a deed in lieu, wait to collect out of escrow without charging or unnecessary collection charges, small claims, accept the bank's tender of the super-priority and restart the clock on what the owner owes,
12. Adopt a policy and procedure that defines how the governing documents will be enforced providing specific due process steps, but carve out an exception for predatory collections and foreclosure, the harshest of all penalties, and do that in secret, don't tell the owner that you did it, make any appeal without litigation impossible and then treat the owner like a criminal if she tries to get the stolen house back.

### **Legal theory for the Board's authority and why it can't be delegated or agents be unsupervised.**

The Association exists to protect the owners' common good.

The Association is not the Board; it is the membership at large.

The Board has the sole power to act.

Agents can advise, not direct.

Board's fiduciary duty is act solely and exclusively for the association's, i.e., all owners' benefit.

The Board owes no duty to its agents.

The agents have no rights, only duties, to the Association, i.e., agents have fiduciary duty to protect the due process rights of the owners.

**Our case is unique** in arguing violations of due process guaranteed by [NRS 116.310313](#) and [NRS 116.31085](#), [SCA CC&Rs 7.4](#).

**This is not the way the agents act and it's not the way they have trained the Board to act, but it's the way the law and the governing documents say it is.**

1. The BOD has authority to maintain the common areas and other services funded by assessments.
2. The Board has the authority to determine the amount of the assessments needed to cover the maintenance and protection of the common areas.
3. The HOA is a mutual benefit, non-profit entity which exists solely for the purpose of maintaining the property values and quality of life in the community.
4. The directors, attorneys and managing agents are all fiduciaries by law and they must act in good faith in a manner which is solely and exclusively in the best interest of the association and use good business judgment.
5. The Board has the sole responsibility for adopting an annual budget to fund maintaining the common areas and programs and activities to support the community life.
6. [SCA bylaws 3.18a,b,e,f,g,i /3.20](#) prohibit the Board from delegating and abdicating control over any of SCA's money: budgeting, levying and collecting assessments, setting up the bank accounts where the money collected

TOBIN: 0767

EX 9 AG COMP 013 vs. NSM/AKERMAN

goes, controlling the signatories, setting up the use rules and restrictions and enforcing them

7. The Board is the sole authority on the enforcement of the governing documents.
8. While managing agents and attorneys can advise and implement, the Board alone is the decider.
9. NRS 116 and NRS 116A (for managing agents) has provisions which specifically define the authority and limits constraining the Board before it can sanction owners for alleged violations
10. See the [Table of Authorities](#).

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

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

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

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

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

15 Plaintiff,

16 vs.

17 BANK OF AMERICA, N.A.

18 Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

TOBIN COUNTER MOTION FOR  
SUMMARY JUDGMENT

19 

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20 NATIONSTAR MORTGAGE LLC

21 Counter-claimant,

22 vs.

23 JIMI JACK IRREVOCABLE TRUST,

24 Counter-defendant.

25 

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

28 Counter-claimant,

**TOBIN DRAFT  
NOT REVIEWED  
BY ATTORNEY**

**PROVIDED TO AG  
FOR COMPLAINT**

1 vs.

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

Counter-defendants.

### 10 **I. Introduction**

11 This is a quiet title action resulting from a disputed HOA sale for delinquent assessments  
12 conducted by Sun City Anthem's agents, Red Rock Financial Services, on August 15, 2014.

13 Three of the parties are seeking to quiet title in their favor:

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

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

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

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

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

27 4. Tobin also opposed the Nationstar Joinder as

- 28 a. its claim was not based on any actual knowledge or evidence,
- b. presumes wrongly that Nationstar's claim to own the beneficial interest in the DOT

1 is undisputed,

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

6 **III. Counter Motion for Summary Judgment against all parties**

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

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

10 6. SCA did not comply with all applicable statutes or its own governing documents

11 7. SCA did not provide the specific due process mandated by law and delineated in SCA  
12 CC&Rs, bylaws, and policy.

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

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

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

18 10. Plaintiff's sole claim to ownership, an [inadmissible quit claim deed](#), recorded June 9,  
19 2015, is fraught with notary violations that rendered it void.

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

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

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

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

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

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

1 2013.

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

4 **D. Against Nationstar and BANA**

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

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

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

11 19. SCA does not claim to have provided Tobin any of the due process delineated in NRS  
12 116.31085.

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

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

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

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

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

4  
5 25. [SCA withheld requested records](#) of the compliance actions taken regarding this property  
6 on September 16, 2016 to the present, telling Tobin she had to get a court order.

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

10  
11 **1. Notice of violation**

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

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

- 20 a. What rule was allegedly violated  
21 b. The alleged facts  
22 c. What the owner can do to correct the violation  
23 d. How long the owner has to correct to avoid the Board imposing the next  
24 enforcement step;  
25 e. How many days the owner gets to correct the alleged violation  
26 f. If the owner doesn’t fix it, the Board must identify  
27 a. “any and all fines that may be imposed”  
28 b. (sanctions) “shall be commensurate with the severity of the violation”  
g. The date, time, and location of the hearing and that the owner may request to  
reschedule  
h. Covenants Committee, or Board, **shall hold a private hearing** on an alleged  
violation of the governing documents **unless** the person who may be sanctioned  
for the alleged violation requests in writing that an open hearing be conducted by  
the Board of Directors;

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

- a. Owner gets all the due process required by [NRS 116.31085](#)

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

- 4. **Notice of Sanction (Hearing Determination Letter)**: by certified mail, within 5 days, to property and owner address of record and must include these notices
  - a. What was decided at the hearing;
  - b. what **enforcement actions** will be imposed
  - c. how much time the owner has appeal and how to do it
  - d. any enforcement action will be suspended during appeal

5. **Notice of Appeal hearing procedures**

6. **Appeal Hearing Determination Letter**

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

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

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

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

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

5  
6 32. SCA merely claimed that RRFS told the Board that RRFS had complied with all the legal  
7 requirements, and the Board believed RRFS without hearing from the owner.

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

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

13  
14 35. The Ombudsman's official record of SCA's Lien date, Notice of Default, Notice of Sale  
15 and Resolution, reports that the following specific actions or omissions were in violation of the  
16 NRS 116.31162-NRS 116.31164 Notice of Sale process. See exhibit for [Ombudsman](#)  
17 [compliance screen](#)

18  
19 a. The 2/12/14 Notice of Sale was cancelled on 5/15/14.

20 b. The 5/15/14 Trustee sale was cancelled.

21 c. There was no notice of sale in effect when the 8/15/14 sale took place.

22 d. SCA did not provide any notice to the Ombudsman that the sale had occurred.

23 e. SCA did not submit a foreclosure deed within 30 days after the sale (or ever) as  
24 required by NRS 116.31164(3)(b)(2013).

25  
26 36. SCA does not claim that it provided the schedule of fees, proposed repayment plan or the  
27 right to appeal to the Board required by NRS 116.31162 (4), only that an alleged defective  
28

1 [Notice of Intent to Lien](#), dated September 17, 2012 for which no proof of service and no prior  
2 notice of violation were given, should suffice.

3 37. SCA disclosures confirm that RRFS unilaterally rejected a tender from BANA of \$825,  
4 nine months of assessments then delinquent, on or about May 9, 2013.

5 38. RRFS did not credit the Property account with \$825 of paid assessments as required by  
6 [NRS 116A.640\(9\)](#).

7 39. RRFS did not inform the Board or Tobin of its unilateral decision to continue the  
8 unnecessary and unauthorized accumulation of “fines” misnamed as collection fees.

9 40. SCA disclosures revealed that, on May 28, 2014, RRFS unilaterally rejected it when  
10 [Nationstar offered \\$1,100](#), an amount equivalent to one year of assessments.

11 41. SCA disclosures show that RRFS did not inform the SCA Board of an offer in excess of  
12 the super-priority amount as coming from Nationstar.

13 42. RRFS inaccurately characterized it as a request from the owner for a waiver of fees. See  
14 exhibit of [RRFS-generated and unsigned waiver request](#), dated June 9, 2014.

15 43. SCA Board took a “hands-off” approach to RRFS and was not even aware that RRFS  
16 failed to distribute any of the \$63,100 from the August 15, 2014 sale, except for \$2,701.04,  
17 credited to SCA as payment in full, in the manner proscribed by NRS 116.31162(3)(c) (2013).

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

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

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

23 46. There is no entry in the Corwin notary journal that she witnessed Yuen K. Lee’s signature  
24

1 or there was ever a compliant notarial act necessary for the valid conveyance of the property to  
2 Jimijack on June 8, 2015.

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

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

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

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

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

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

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

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

22 54. Nona [Tobin's March 28, 2017 deed](#) has priority over Jimijack's inadmissible June 9,  
23 2015 deed, and all other parties with deeds have disclaimed interest.

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

27 56. On March 28, 2017. Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded a  
28

1            [Disclaimer of Interest](#) of Steve Hansen, leaving her the sole beneficiary of the Gordon B.  
2            Hansen Trust.

3            57. On March 28, 2017 Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded [a quit](#)  
4            [claim deed](#) transferring the interest of the Gordon B. Hansen Trust, dated August 22,  
5            2008, to Nona Tobin, an individual.

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

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

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

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

20            61.        Nationstar, and its predecessor BANA, resulted in unreasonable rejections of  
21            multiple purchase offers from bona fide purchasers in arms-length transactions between August  
22            8, 2012 and August 4, 2014 ranging from \$310,000 to \$395,000.

24            62.        Nationstar allowed the property to be sold for the commercially unreasonable  
25            price of \$63,100 to a non-bona fide purchaser without notice to Tobin while an arms-length  
26            \$358,800 purchase offer was pending.

27            63.        Nationstar's joinder to SCA MSJ unfairly asks the court to declare that the sale  
28

1 was valid to extinguish all Tobin's property interest despite SCA failing to provide Tobin the  
2 due process owed to her, but that the sale could not extinguish the first deed of trust, as if a  
3 lender had legal protections against loss of property rights without due process that exceeded  
4 the rights of an owner.  
5

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

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

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

10 66. it was executed without authority as the last notice of change of ownership was given to  
11 Gordon Hansen on April 16, 2010 that [ownership transferred to Wells Fargo](#) resulting from a  
12 merger with Wachovia and the April 12, 2012 assignment failed to substitute the trustee as  
13 required.  
14

15 67. The April 12, 2012 instrument was non-compliant with [California notary laws](#) as there is  
16 no notary record that the assignment was executed or witnessed properly,  
17

18 68. The alleged assignment was contradicted by **all** BANA's subsequent actions, including  
19 the [October 30, 2012 notice](#) of standing to foreclose given to the Estate of Gordon Hansen that  
20 Wells Fargo was the noteholder.  
21

22 69. See exhibit for [other documentation](#) that BANA did not notify Hansen's estate who the  
23 beneficiary was after the false affidavit was recorded on April 12, 2012, when it verbally  
24 "closed the file" on Tobin's Deed in Lieu offer, or when servicing, but not ownership, was  
25 transferred to Nationstar, effective December 1, 2013.  
26

27 70. Nationstar NSM0266-7 does not identify the beneficiary when Nationstar became the  
28 servicing bank, but it wrongly identifies the First Union National Bank as Trustee. (Note that

1 per [NRS 107.028\(2\)](#) the beneficiary can't be the trustee to exercise the power of sale.)

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

4 72. AB 284 (2011) also increased penalties for recording false affidavits by amending NRS  
5 205.372 and NRS 205.395.

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

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

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

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

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

21 78. [NSM 180-181](#) is a false affidavit in which Nationstar, acting without authorization as  
22 BANA's alleged "attorney-in-fact", assigned BANA's interest to Nationstar, effective on  
23 October 23, 2014, recorded on December 1, 2014.  
24

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

- 3 a. BANA did not have any interest to convey as its April 4, 2012 assignment was void  
4 for notarial violations and violations of AB 284 (2011).
- 5 b. The real BANA had recorded on September 9, 2014, that it assigned its interest, if  
6 any, to Wells Fargo effective August 21, 2014;
- 7 c. There was no valid substitution of named trustee John H. Anderson.
- 8 d. Nationstar did not have any power of attorney from BANA in its disclosures.
- 9 e. Nationstar disclosed in [NSM 404-406](#) an **unrecorded** rescission of the October 23,  
10 2014 assignment "as though the assignment had never been issued and recorded".

11  
12  
13 80. [NSM 407-408](#) would probably earn Nationstar a couple of felonies pursuant to NRS  
14 205.395 and NRS 205.372 if Nationstar attempted to rely on this to exercise the power of  
15 sale in a foreclosure. It is my opinion that Nationstar's attorneys are duplicitously  
16 attempting to get Nationstar quiet title by default in these HOA sale proceedings to evade  
17 detection that these are felonious false affidavits.

18  
19 81. [NSM 407-408](#) is an executed, but as yet unrecorded, corporate assignment of Wells  
20 Fargo's beneficial interest in the DOT, if any, to Nationstar, effective February 25, 2019,  
21 executed by Nationstar acting without authorization as Wells Fargo's "attorney-in-fact".

22  
23 Fargo's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in  
24 connection with, and relates solely to that certain Servicing Rights Release and Transfer Agreement  
dated as of December 28, 2015, between Wells Fargo and Nationstar, under the terms of which Wells  
25 Fargo transferred servicing for certain mortgage loans (such loans, the "Loans") to Nationstar. Each  
of the Loans comprise a promissory note evidencing a right to payment and performance secured

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

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

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

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

13 87. Nationstar’s duplicitous disclosures actually prove Nationstar is not the noteholder rather  
14 than it is.

15 88. [NSM 258-260](#) is a COPY of the note which is not admissible proof that Nationstar holds  
16 the ORIGINAL note. In fact, absent holding the original note, Nationstar cannot claim it owns  
17 the beneficial interest in the deed of trust any more than Tobin could claim that someone owed  
18 her money if she held a **copy** of the debtor’s I.O.U. to BANA, particularly if that note was  
19 endorsed to a third party.  
20  
21  
22

### 23 **V. Legal Standard**

24 89. See exhibit for the [table of authorities](#) that are applicable to Sun City Anthem and  
25 which were violated and rendered the HOA sale void.

26 90. See exhibit for the relevant [statutes for validity of instruments](#) in NRS Chapter 111  
27 Estates In Property; Conveyancing and Recording and in NRS Chapter 240 Notaries  
28 Public which rendered Jimijack’s deed void.

1 91. See exhibit \_\_\_\_\_ for the [2011 legislative digest of AB 284](#) changes to Nevada law that  
2 render BANA's false affidavit and Nationstar's subsequent recorded claims to title void.

3 92. See exhibit \_\_\_\_ for an [amicus curie](#) from a certified mortgage fraud examiner that  
4 describes the forensic examination required to discern mortgage fraud that occurred in the  
5 aftermath of the collapse of the mortgage-backed securities market.

## 6 **VI. Conclusion**

7  
8 93. Tobin deserves that her motion and declaratory relief of regaining title be granted.

9 a. SCA did not conduct a valid sale.

10 b. SCA unfairly confiscated Tobin's property without providing due process required.

11 c. RRFS unlawfully retained the proceeds of the sale, damaged Tobin by refusing to  
12 allow her to make a claim for them, and [disingenuously disclosed a check for](#)  
13 [\\$57,282.32](#) to the district court that in reality RRFS retained.

14 d. Jimjack does not have a valid claim of ownership and was not a bona fide purchaser  
15 for value.

16 e. Jimijack unjustly profited from collecting rents that should have gone to Tobin for at  
17 least 3 ½ years.

18 f. Jimijack unjustly profited by not paying any of the costs of the property during time  
19 of possession and/or holding title, including property taxes, that were paid by  
20 Nationstar.

21  
22 94. Tobin deserves attorney fees from Nationstar for obstructing the legitimate sale of the  
23 property and fraudulently claiming to own the beneficial interest of the note.

24 95. Tobin deserves attorney fees from RRFS that misinformed the Board about what owners'  
25 due process rights are so it could unjustly profit and not from SCA.

26 96. Tobin, as an SCA homeowner, is damaged by SCA Board failing to enforce the  
27 indemnity clause in its undisclosed [April 27, 2012 contract with RRFS](#) in **any** of the  
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litigation or settlements involving RRFS collections and foreclosures which have unfairly cost SCA homeowners hundreds of thousands of dollars and requests an order to that effect.

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

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

\_\_\_\_\_



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

100 N. Carson St.                      555 E. Washington Ave., #3900  
 Carson City, NV 89701              Las Vegas, NV 89101  
 Phone: 775-684-1100                  Phone: 702-486-3420  
 Fax: 775-684-1108                      Fax: 702-486-3768

[www.ag.nv.gov](http://www.ag.nv.gov)

*For official use only:*

Received by: \_\_\_\_\_  
 Date Received: \_\_\_\_\_  
 Complaint Type: \_\_\_\_\_

Referred to:  BCP  GI  
 IFU  OML  MFU  
 MFCU  PIU  WCFU  
 CM

[Stamp here]

# COMPLAINT FORM

The information you report on this form may be used to help us investigate violations of state laws. When completed, mail, or electronically submit your form and supporting documents to the office listed above. Upon receipt, your complaint will be reviewed by a member of our staff. The length of this process can vary depending on the circumstances and information you provide with your complaint. The Attorney General's Office may contact you if additional information is needed.

**INSTRUCTIONS:** Please **TYPE/PRINT** your complaint in dark ink. You must **write LEGIBLY**. All fields **MUST** be completed.

**SECTION 1.**

**COMPLAINANT INFORMATION**

Salutation:  Mr.  Mrs.  Ms.  Miss

Your Name: Tobin Nona  
 Last First MI

Your Organization, if any: Fight Foreclosure Fraud, Inc.

Your Address: 2664 Olivia Heights Ave. Henderson NV 89052  
 Address City State Zip

Your Phone Number : (702) 465-2199  
 Home Cell Work Fax

Email: fightforeclosurefraudinc@gmail.com Call me between 8am-5pm at:  Home  Cell  Work

Age:  Under 18  18-29  30-39  40-49  50-59  60 or older

**SECTION 2.**

**TYPE OF COMPLAINT**

- |  |  |
|--|--|
| <input type="checkbox"/> Bureau of Consumer Protection<br><input type="checkbox"/> General Investigations<br><input type="checkbox"/> High Tech Crime<br><input type="checkbox"/> Insurance Fraud<br><input type="checkbox"/> Medicaid Fraud | <input checked="" type="checkbox"/> Mortgage Fraud<br><input type="checkbox"/> Open Meeting Law<br><input type="checkbox"/> Public Integrity<br><input type="checkbox"/> Workers Comp. Fraud |
|--|--|

**SECTION 3.**

**BUSINESS OR INDIVIDUAL COMPLAINT IS AGAINST**

Business/Provider Name: Nationstar LLC & Akerman attorneys

Individual/Contact: Morgan Melanie Lead Attorney  
Last First Job Title (Example: CEO)

Individual/Business Address: 1635 Village Center Circle Las Vegas NV 89134  
Address City State Zip

Individual/Business Phone: \_\_\_\_\_  
Work Mobile Fax

Individual/Business Email: melanie.morgan@akerman.com

Individual/Business Web Site: \_\_\_\_\_

**Please detail the nature of your complaint against the individual, business, or provider listed in Section 3. Include the who, what, where, when, and why of your complaint, full explanation of the transaction involved and a chronology of the events. (Please include any nicknames or aliases, identifying information such as Social Security number(s), license plate(s), year/make of vehicle(s), etc.). You may use additional sheets if necessary.**

My complaint is:  
Akerman attorneys conspired with Joseph Hong, NV bar 5995 & others, steal 2763 White Sage, valued at \$505,000 from me by recording false claims against the title, filing pleadings & motions that contained false claims to have rights to the title, serving notice that a hearing was changed in order to have ex-parte communications with Judge Kishner on 4/23/19 that obstructed my ability to have my quiet title claims fairly adjudicated. NSM's false claims, recorded on 12/1/14, 3/8/19 & 6/3/19, related to the 7/15/04 Hansen Western Thrift note should be investigated per NRS 205.395

**ALLEGED OPEN MEETING LAW VIOLATION IS AGAINST**

Name of Public Body: \_\_\_\_\_  
(i.e., specific board, commission, agency, or person(s) etc.)

Date of meeting where alleged violation occurred (mm/dd/yyyy): \_\_\_\_\_

**Please detail the specific violations against the board, commission, or agency or person listed in Section 3. Include the who, what, where, when, and why of your complaint. You may use additional sheets if necessary. Remember the Open Meeting Law applies only to public bodies (see NRS 241.015 for definition) and only to members of public bodies.**

My complaint is:

**PUBLIC OFFICIAL'S INFORMATION (Whom Your Complaint Is Against)**

Official's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Official's Government \_\_\_\_\_

Agency or Body: \_\_\_\_\_

Official's Work Address: \_\_\_\_\_  
(Street / PO Box) (City) (State) (ZIP Code)

Official's Telephone: \_\_\_\_\_

**SECTION 4.**

**PAYMENTS**

Did you make any payments to this individual or business?  Yes—Continue to Next Question  No—Skip to Section 5

How much did the company/individual ask you to pay? \_\_\_\_\_

Date(s) of payments (mm/dd/yyyy): \_\_\_\_\_

How much did you actually pay? \$ \_\_\_\_\_ Payment Method:  Cash  Credit Card  Debit Card  Check  
 Financed  Wire Transfer  Money Order  Cashier's Check  Other: \_\_\_\_\_

Was a contract signed?  Yes  No If yes, date you signed the contract (mm/dd/yyyy): \_\_\_\_\_

Identify your attempts to resolve the issue(s) with the company, corporation, or organization.

**OTHER AGENCIES**

Have you contacted another agency for assistance?  Yes  No If so, which agency? Henderson Police online report today

Have you contacted an attorney?  Yes  No

If so, what is the attorney's name, address, and phone number?

Coppedge Joe 702 4543333  
Last First Phone  
6070 S. Eastern Ave Las Vegas NV 89119  
Address City State Zip

Is court action pending?  Yes  No Have you lost a lawsuit in this matter?  Yes  No

**SECTION 5.**

**EVIDENCE**

List and attach photocopies of any relevant documents, agreements, correspondence, or receipts that support your complaint (examples include billing statements, correspondence, receipts, payment information, witnesses, and any other document which explains or supports the matters raised in the complaint). **No originals.** Copy both sides of any canceled checks that pertain to this complaint.

I previously filed AG complaint 2-2019 on 3/14/19 which included links to relevant documents to that date. The Courty record is for APN 191-13-811-052. 1/11/16 NSM vs Op Homes is A-16-730078-C, 6/2/16 NSM AACC vs. Jimijack is case A-15-720032-C. NV Supreme Court appeal 79295 is pending in court of appeals. A-19-799890-C, Tobin vs Stokes et al was dismissed unheard See https://www.youtube.com/channel/UC7OQRkEQwf2jIQZurAxP4TA Judicial Jiu-jitsu

**SECTION 6.**

**WITNESSES**

List any other known witnesses or victims. Please provide names, addresses, phone numbers, email addresses, and/or websites.

https://www.facebook.com/Nationstar-Mortgage-Victims-367516586791135/



| <b>exhibits to AG 3/14/19 &amp; 11/10/20 complaints</b> |   |
|---|---|
| <a href="#"><u>12/1/14 Assignment</u></a>               | Nationstar – no power of attorney – executed B of A to Nationstar assignment of the 7/22/04 Hansen deed of trust  |
| <a href="#"><u>NSM 258-260</u></a>                      | Nationstar disclosed it did not have the original Hansen promissory note, and the copy of the note it had was not endorsed to Nationstar  |
| <a href="#"><u>2/20/19 SODWOP</u></a>                   | Nationstar dropped all its quiet title claims against all parties except Jimijack (1/11/16 COMP in A-16-730078-C) without adjudication or any judicial scrutiny of evidence.  |
| <a href="#"><u>2/2819 RESP Pg 6</u></a>                 | Nationstar admitted in response to interrogatories that it was not the beneficiary of the Hansen deed of trust; it was just the servicing bank for non-party Wells Fargo who has never claimed to be the beneficiary of the Hansen deed of trust. On page 7, the verification only included that Nationstar was the servicer and was signed by a previously unknown person of unknown authority.          |
| <a href="#"><u>3/8/19 Rescission</u></a>                | Nationstar – no power of attorney – rescinded 12/1/14 B of A to Nationstar assignment of the 7/22/04 Hansen deed of trust which means that Nationstar had no recorded claim to give it standing to be in either cases A-15-720032-C or A-16-730078-C and is judicially estopped from claiming that it was the owner of the Hansen deed of trust during all relevant times or ever.                        |
| <a href="#"><u>3/8/19 Assignment</u></a>                | Nationstar – no power of attorney – executed Wells Fargo to Nationstar assignment of the 7/22/04 Hansen deed of trust   |
| <a href="#"><u>3/14/19 AG 2-2019</u></a>                | Complaint to the AG that was allegedly served on Melanie Morgan   |
| <a href="#"><u>3/18/19 NITD</u></a>                     | Nationstar three-day notice to take default against Jimijack since Jimijack did not answer the 6/2/16 AACC  |
| <a href="#"><u>3/21/19 MSJ</u></a>                      | Nationstar filed an MSJ against Jimijack and not against Nona Tobin, the HOA or the Gordon B Hansen Trust   |
| <a href="#"><u>4/10/19 OPP/MSJ</u></a>                  | Tobin opposition to Nationstar’s MSJ as Nationstar did not own the beneficial interest of the Hansen deed of trust; and the HOA sale was void in its entirety so foreclosure would have to have been against Tobin for any lender; plus Jimijack’s deed was void per NRS 111.345.   |
| <a href="#"><u>4/9/19 NRS 38.310(2)</u></a>             | Notice of completion of mediation by Tobin/Hansen Trust when neither Jimijack nor Nationstar had complied with NRS 38.310 so the court lacked jurisdiction to grant them relief sought.   |
| <a href="#"><u>4/12/19 NS</u></a>                       | Jimijack (who didn’t have a valid deed never filed any claims against Nationstar or against Tobin or the Hansen Trust) prevailed in the quiet title case by “settling” out of court with Nationstar in a fraudulent deal that excluded Tobin and the Hansen Trust. Judge Kishner never examined any evidence to support their claims (Judge Kishner held 42 hearings, but never examined any evidence.)   |
| <a href="#"><u>4/17/19 TOC exhibits</u></a>             | <a href="#"><u>600 pages of evidence to support Tobin’s claims was stricken from the record unheard by bench orders at the ex-parte hearing.</u></a>  |
| <a href="#"><u>4/19/19 RESP</u></a>                     | Nationstar convinced the court that it was ok for Nationstar and Jimijack to settle the quiet title dispute without the court examining any evidence because Nationstar and Tobin/ Hansen trust weren’t really opposing parties.  |
| <a href="#"><u>4/23/19 NWM</u></a>                      | <a href="#"><u>Nationstar dropped its motion for summary judgment against Jimijack without Jimijack filing an opposition (that Judge Kishner required to be filed by 4/26/19 on her 4/12/19 order continuing the hearing to 5/7/19 and convinced Judge Kishner that was the end of the case because she had granted the HOA’s motion for summary judgment (based on no evidence) and Nationstar’s</u></a> |

|  |  |
|--|--|
|  | <a href="#">limited joinder (based on no evidence and explicitly contrary to the Hansen deed of trust PUD rider Remedies (f) (NSM 160) that prohibits the use of tender of delinquent HOA assessments as a de facto foreclosure.</a>   |
| <a href="#">4/23/19 Transcript</a><br><a href="#">4/23/19 video</a><br><a href="#">4/23/19 minutes</a> | Nationstar & Jimijack’s attorneys, Melanie Morgan & Joseph Hong met with Judge Kishner ex-parte after serving notice that the hearing was continued on 4/15/19 (SAO) and 4/22/19 (NTSO) in order to get Nona’s pro se motions and notices stricken unheard from the record to make a fraudulent “settlement”                 |
| <a href="#">5/1/19 DEED</a>  | Joel & Sandra Stokes as trustees of Jimijack dumped Jimijack’s deed by transferring the title into Joel’s name as an individual. Judge Kishner never ruled on Jimijack’s deed that Nona Tobin claimed was inadmissible per NRS 111.345 in her 2/1/17 AACC vs Jimijack and in two declarations under penalty of perjury.      |
| <a href="#">5/21/19 Transcript</a>   | Nationstar attorneys characterize as a settlement agreement between parties Jimijack & Nationstar that excluded parties Nona Tobin & the Gordon B. Hansen Trust from the title fight without the court examining any evidence including not examining the alleged settlement documents.                                      |
| <a href="#">5/23/19 DOT</a>  | <a href="#">Neither Nationstar nor Jimijack are parties to \$355,000 deed of trust executed &amp; recorded on 5/23/19 by nonparties Joel A Stokes &amp; Civic Financial Services</a>   |
| <a href="#">5/31/19 NESO</a>   | Nationstar stipulates that it drops its remaining quiet title claim against Jimijack with prejudice so they both win without the judge ever looking at the evidence or hearing Nona Tobin’s claims against Nationstar & Jimijack.  |
| <a href="#">6/3/19 Reconvey</a>  | Nationstar dba claimed to be both the beneficiary and the trustee of the Hansen deed of trust and reconveyed the property to Joel A Stokes two days before the quiet title trial (A-15-720032-C) was allegedly supposed to determine the title rights between the Gordon B. Hansen Trust and the Jimijack Irrevocable Trust. |
| <a href="#">Supreme Court case 79295</a>   | Online case management system – see how opposing parties were successful in getting me removed as a party by saying I was not aggrieved  |
| <a href="#">Judicial Jiu-jitsu</a>   | Youtube channel contains closed-caption videos of all the court hearings as well as brief videos explaining the trickery employed by the attorneys to suppress the evidence  |
| 2011   | <a href="#">Certified fraud examiner Amicus curia MA Supreme Court</a>   |
| 7/15/2004  | <a href="#">Western Thrift Deed of Trust</a>   |
| 7/15/2004  | <a href="#">COPY of GBH note NSM 258-260</a>   |
| 5/14/2008  | <a href="#">10 SCA bylaws 3.20/3.18abefgi prohibits BOD delegation</a>   |
| 3/11/2011  | <a href="#">2011 anti-foreclosure fraud law AB 284</a>   |
| 10/1/2011  | <a href="#">NV 2011 Legislative Digest re AB 284 changes</a>   |
| 2/1/2012   | <a href="#">2012 National Mortgage Settlement</a>  |
| 4/12/2012  | <a href="#">Recorded DOT assign to BANA</a>  |
| 8/8/2012   | <a href="#">6 Sparkman RPA \$310K</a>  |
| 8/10/2012  | <a href="#">Tobin counter to require lender to pay seller costs</a>  |
| 8/10/2012  | <a href="#">7 BANA short sale addendum</a>   |

|            |  |
|------------|--|
| 8/11/2012  | <a href="#">8 Tobin re lender is seller</a>  |
| 9/17/2012  | <a href="#">9 SCA MSJ exhibit 3 re intent to lien SCA628</a>                           |
| 9/20/2012  | <a href="#">5 Hearing Notice Sanction 4 Delinquent Assessments</a>                     |
| 10/3/2012  | <a href="#">4 Tobin letter 2 SCA w/ 8/17/12 chk 143 + death cert</a>                   |
| 1/27/2013  | <a href="#">BANA confusion over DOT – misc docs</a>                                    |
| 6/5/2013   | <a href="#">HUD-1 draft showing \$3055.47 due to HOA out of escrow</a>                 |
| 6/19/2013  | <a href="#">Proudfit 2 Tigor: BANA rejected buyer</a>                                  |
| 12/31/2013 | <a href="#">Mortgage transfer disclosure requirements</a>                              |
| 7/1/2014   | <a href="#">Leidy-Tobin emails 7/24/14 through 10/24/14</a>                            |
| 7/22/2014  | <a href="#">11 SCA 280-280 BOD denial of fee waiver request</a>                        |
| 8/21/2014  | <a href="#">RRFS trust account check \$57,282.32 to CC District court</a>              |
| 9/9/2014   | <a href="#">BANA recorded 8/21/14 assignment to Wells Fargo</a>                        |
| 9/25/2014  | <a href="#">2 Res Trans Rpt 1336-7 GBH 2 Jimijack</a>                                  |
| 12/1/2014  | <a href="#">NS recorded 10/23/14 assignment to itself as BANA's "attorney-in-fact"</a> |
| 3/12/2015  | <a href="#">WF recorded substitution trustee reconvey 2nd DOT 2 GBH</a>                |
| 4/1/2015   | <a href="#">Thomas Baynard CA bar discipline</a>                                       |
| 6/9/2015   | <a href="#">Recorded OpHomes 2 F.Bondurant 6/4/15 quit claim</a>                       |
| 6/9/2015   | <a href="#">3 Quit claim to Jimijack -Yuen Lee signed as T Lucas</a>                   |
| 1/13/2016  | <a href="#">NS Lis Pendens re A-730078-C</a>   |
| 4/1/2016   | <a href="#">Unrecorded WF power of attorney NSM 270-272</a>                            |
| 5/9/2016   | <a href="#">Residential Transaction Report – 2763 White Sage</a>                       |
| 6/7/2016   | <a href="#">NS Lis Pendens re A-720032-C</a>   |
| 9/18/2016  | <a href="#">Tobin letter to R-J editor ""HOAs, foreclosures, and property rights"</a>  |
| 12/28/2016 | <a href="#">Corwin notary communications</a>   |
| 1/3/2017   | <a href="#">Debra Batesel journal entries re 6/4/15 quit claim &amp; RPA</a>           |
| 3/28/2017  | <a href="#">Recorded GBH Trust quit claim 2 Tobin</a>                                  |
| 3/28/2017  | <a href="#">Recorded Hansen Disclaimer of Interest NSM 212-217</a>                     |
| 11/5/2018  | <a href="#">Irma Mendez affidavit re Joel Just</a>                                     |
| 2/5/2019   | <a href="#">SCA MSJ against Tobin</a>  |
| 2/5/2019   | <a href="#">SCAMSJ Ex5-10/8/12 receipt + false claim of 9/20 notice</a>                |
| 2/5/2019   | <a href="#">SCAMSJ Ex12-notices with proofs of service</a>                             |
| 2/12/2019  | <a href="#">Joinder to the SCA motion.</a>   |
| 2/12/2019  | <a href="#">NS Ltd joinder 2 SCA MSJ</a>   |

|           |   |
|-----------|---|
| 2/20/2019 | <a href="#">Gmail – compare NS disclosure with my paid off note</a>             |
| 2/20/2019 | <a href="#">Gmail - another nail in Nationstar's coffin</a>                     |
| 2/25/2019 | <a href="#">NS unrecorded rescinded 10/23/14 assignment-refiled NSM 404-408</a> |
| 2/25/2019 | <a href="#">NS unrecorded refile of 10/23/14 as WF attorney in fact</a>         |
| 2/27/2019 | <a href="#">"HOA debt collectors wield an unlawful level of power"</a>          |
| 2/27/2019 | <a href="#">TOC 2 Tobin disclosures</a>   |
| 2/27/2019 | <a href="#">Tobin 1st sup + BHHS + RRFS</a>                                     |
| 3/1/2019  | <a href="#">Hearing minutes Spanish trail A-14-710161</a>                       |
| 3/1/2019  | <a href="#">CA SOS letter re notary complaint</a>                               |
| 3/5/2019  | <a href="#">opposition to the SCA MSJ</a>                                       |
| 3/10/2019 | <a href="#">Tobin draft DECL OPPC NS ex 1-10</a>                                |
| 3/12/2019 | <a href="#">CA notary violations on 4/12/12 DOT 2 BANA misc docs</a>            |
| 8/27/2008 | <a href="#">1 Deed GBH 2 GBH Trust</a>  |
| 3/8/2019  | <a href="#">Recorded rescission of 10/23/14 assignment MSN 407-408?</a>         |
|           | <a href="#">CA notary laws</a>  |
| 1/17/2017 | <a href="#">Backup for notary subpoenas- not issued</a>                         |



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

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

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

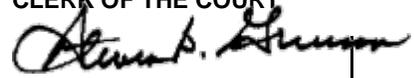
As to the remaining underlying documents, Mr. Hong stated they would withdraw and vacate the Stipulation to Extend the briefing scheduling noting it was prepared and filed prior to settlement, that document was now moot. Upon Court's inquiry, Mr. Hong acknowledged the Court could disregard the stipulation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

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

COURT ORDERED, Status Check SET regarding Settlement Documents.

05/21/19 STATUS CHECK: SETTLEMENT DOCUMENTS

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



RTRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA  
\* \* \* \* \*

|                               |   |                        |
|-------------------------------|---|------------------------|
| JOEL A. STOKES, et al.,       | ) |                        |
|                               | ) |                        |
| Plaintiff,                    | ) | CASE NO. A-15-720032-C |
|                               | ) | CASE NO. A-16-730078-C |
| vs.                           | ) |                        |
|                               | ) | DEPT. NO. XXXI         |
| BANK OF AMERICA, NA, et al.,  | ) |                        |
|                               | ) |                        |
| Defendants.                   | ) |                        |
| <hr/>                         |   |                        |
| And all related claims/cases. |   |                        |

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT JUDGE

TUESDAY, APRIL 23, 2019

**RECORDER'S TRANSCRIPT OF HEARING:  
ALL PENDING MOTIONS**

APPEARANCES:

|   |                         |
|---|-------------------------|
| FOR THE PLAINTIFF:                                    | JOSEPH Y. HONG, ESQ.    |
| FOR THE COUNTER CLAIMANT<br>NATIONSTAR MORTGAGE, LLC: | MELANIE D. MORGAN, ESQ. |
| FOR COUNTER CLAIMANT<br>NONA TOBIN:                   | NO APPEARANCE           |

RECORDED BY: SANDRA HARRELL, COURT RECORDER  
TRANSCRIBED BY: VERBATIM DIGITAL REPORTING, LLC

1                   LAS VEGAS, NEVADA, TUESDAY, APRIL 23, 2019

2                   (Case called at 9:53 A.M.)

3                   THE COURT:    -- 32.

4                   MR. HONG:    Good morning, Your Honor.  Joseph Hong  
5 for Joel Stokes.  Ms. Morgan is in Department 16.  But I  
6 believe this is the one where a stip --

7                   THE COURT:    Just -- just one second.

8                   MR. HONG:    Yeah.

9                   THE COURT:    So do we know -- what's -- would you  
10 mind sending an e-mail to Department 16 to see if Ms. Morgan,  
11 her timing on this one?

12                   THE CLERK:    Yes.

13                   THE COURT:    Because I might call the other matter  
14 and recall you in a moment because I'm aware of what you may  
15 be saying but I want to make sure I have a full --

16                   MR. HONG:    Yeah, yeah.

17                   THE COURT:    -- opportunity to have -- make --

18                   MR. HONG:    Sure, sure.

19                   THE COURT:    -- sure if there's anybody else here on  
20 the case, so let's find out.

21                   MR. HONG:    Okay, okay.

22                   THE COURT:    Because she did file a pleading.  I did  
23 not see one for you.  So let's wait one moment.  I want to see  
24 what her timing is and then we'll see, because maybe I can  
25 call page two in the intervening time.

1 MR. HONG: Okay.

2 (Case passed at 9:54 A.M., until 10:26 A.M.)

3 THE COURT: Thank you. I appreciate it. You were  
4 in Department 16. I need Ms. Stokes' stuff. I don't see it  
5 in here. I only saw the one.

6 (Pause in the proceedings)

7 THE COURT: Oh wait, here I have Stokes. Excuse me.  
8 I have Stokes. So Stokes, as we said, was page 17200 -- 0032.  
9 Counsel, I would appreciate appearances, please.

10 MR. HONG: Yes, Your Honor. Joseph Hong for Joe  
11 Stokes and the JimiJack Trust.

12 MS. MORGAN: Melanie Morgan for Nationstar.

13 THE COURT: Okay. I just want to make sure. Is Ms.  
14 Tobin here at all?

15 MR. HONG: She is not.

16 THE COURT: Is counsel for Ms. Tobin here?

17 MR. HONG: She's in pro per person, Your Honor.

18 THE COURT: Well, actually, that's an interesting  
19 question. I heard you say that but, counsel, that's not what  
20 the record shows and that's the reason why the Court's about  
21 to say something.

22 MR. HONG: Oh, okay.

23 THE COURT: So feel free to sit down, if you wish,  
24 or stand up, whatever is more comfortable for you.

25 So here's what the Court -- the Court left on

1 today's hearing for the mere purpose -- the Court needed to  
2 find out what was going on in this case --

3 MR. HONG: Yes.

4 THE COURT: -- not that the Court really -- and  
5 here's the reason why. Because from this Court's  
6 understanding the only thing left in this case -- okay, the  
7 Court made its rulings and there was a Notice of Entry of  
8 Order.

9 And that was one of the issues here, is because Sun  
10 City Anthem did not file their Notice of Entry of Order until  
11 April 18th, so I did not have an effective order on a prior  
12 ruling on a Motion for Summary Judgment, at the time the  
13 documents for today's hearing. Turn in the reminder, folks,  
14 even if your colleagues aren't getting things on time, makes  
15 you not have to show in court, right? And notice that they're  
16 not here. Anyway, non-sequitur.

17 But, so today technically was -- shows a Tobin  
18 Opposition to Nationstar Motion for Summary Judgment against  
19 JimiJack and Countermotion for Summary Judgment. This got a  
20 Clerk's -- wait, did somebody take them off for today?

21 Samantha, can you see? Because somehow somebody  
22 messed with my -- okay, so anyway, today was showing a Tobin  
23 Opposition to Nationstar Motion for Summary Judgment against  
24 JimiJack and a Countermotion. So somehow this got a -- well,  
25 it was double-filed, okay. It got double-filed. But my point

1 is a little bit different. I don't see there's a hearing  
2 that's why I started Madam Clerk, I just -- I didn't see any  
3 hearing.

4 It came up -- so then it somehow got a -- "got" not  
5 being my best choice of words -- but it received -- excuse me,  
6 I'll phrase it that way -- somehow it then received a Notice  
7 of Hearing.

8 Then we received a Notice of Appearance from Ms.  
9 Tobin on 4/9. However, there is no Notice of Withdrawal of  
10 Mr. Mushkin's firm on behalf of Ms. Tobin.

11 So there is no Notice of Withdrawal or any Order on  
12 any Notice of Withdrawal or any -- any "O" because there's no  
13 Motion. So whether -- so Ms. Tobin, noticed in pro per  
14 person, appears to be a rogue document.

15 But then one would look to see how she said that she  
16 potentially came in as a defendant in intervention cross-  
17 claimant in pro per person but yet, at prior --

18 MR. HONG: I think I can kind of assist, Your Honor.  
19 May I?

20 THE COURT: Feel free to do so.

21 MR. HONG: I've been in this from day one, so I  
22 think I have a pretty good handle on this.

23 THE COURT: Which thought I was, but go ahead.

24 MR. HONG: Right.

25 THE COURT: Go ahead.

1 MR. HONG: Right. So, Mr. Mushkin's office  
2 represents Tobin as the Trustee for the Hansen Trust. Because  
3 what happened was, when Ms. Tobin came into this case  
4 originally in pro per person, Your Honor, we were at this  
5 hearing and said, you don't have standing, because --

6 THE COURT: Correct.

7 MR. HONG: -- you're not the Trustee. So that's  
8 when she then came in as the Trustee and Mr. Mushkin  
9 represented her.

10 Now, she has no standing in this case, because as an  
11 individual, Ms. Tobin individually has nothing to do with this  
12 case.

13 THE COURT: Which is why the Court was understanding  
14 as Mr. Mushkin would only have the role as her counsel. The  
15 Court didn't see that Ms. Tobin has any pro per person status  
16 in this --

17 MR. HONG: Right.

18 THE COURT: -- case.

19 MR. HONG: And -- and Mr. Mushkin represents Tobin  
20 as the Trustee of the Trust, not individually.

21 THE COURT: Correct. Okay.

22 MR. HONG: So what happened -- this is what counsel  
23 and I are gathering -- what happened was, when Your Honor  
24 granted the HOA's Motion for Summary Judgment against the  
25 Estate, the Trust -- the Trust, that was over. They were

1 done. And so what -- what Ms. Tobin did then, she tried to go  
2 do an end-around and file this Opposition Counter-motion in pro  
3 per person individually.

4 So again, long story short, she has no standing in  
5 this case, Your Honor. The only party that has standing is  
6 the Trust, because they were theoretically the former owner;  
7 right? They were -- they were the former owner when the  
8 foreclosure happened --

9 THE COURT: Um-hum.

10 MR. HONG: -- right.

11 THE COURT: Right.

12 MR. HONG: Right.

13 THE COURT: Which is what -- thank you, I appreciate  
14 where the Court was going because the document I was  
15 referencing, the 4/9/2019 said Defendant in Intervention/Cross  
16 Claimant. There is no Intervenor anywhere in this caption --

17 MR. HONG: Yeah.

18 THE COURT: -- that this Court saw. And I was going  
19 to get clarification from the parties. That's why I needed to  
20 have as many people who were going to be here on this case, to  
21 confirm that that is everybody's understanding.

22 Is that your understanding?

23 MR. HONG: Well -- well --

24 THE COURT: There's no Intervenor --

25 MR. HONG: -- she did intervene in the other case

1 that was consolidated into this case.

2 THE COURT: But not in an individual capacity.

3 MR. HONG: No.

4 THE COURT: It was in a Trustee of the Trust --

5 MR. HONG: Correct.

6 THE COURT: -- which is the only role that Ms. Tobin  
7 held, not as an individual; is that correct?

8 MR. HONG: Correct.

9 MS. MORGAN: Right.

10 MR. HONG: Correct.

11 THE COURT: Okay. Well -- okay.

12 MR. HONG: Well, yeah.

13 THE COURT: Which is what the Court saw. So --

14 MR. HONG: That's absolutely right.

15 THE COURT: Okay. So --

16 MR. HONG: Because title to the property prior to  
17 the foreclosure was in the name of the Trust, not --

18 THE COURT: Nina Tobin, Trustee of the Gordon B.  
19 Hansen Trust.

20 MR. HONG: There you go.

21 MS. MORGAN: Right.

22 MR. HONG: That's it.

23 MS. MORGAN: Right.

24 MR. HONG: That's it.

25 THE COURT: That's the only thing that this Court

1 saw.

2 MR. HONG: That's right.

3 MS. MORGAN: So a retitling, in portion, of a  
4 caption on a document filed where she made herself an  
5 individual was the first time this Court -- I've spent a long  
6 time looking at this entire case again --

7 MR. HONG: Right.

8 THE COURT: -- no, it's perfectly fine. I'm just --

9 MR. HONG: Right.

10 THE COURT: -- the only time this Court saw Ms.  
11 Tobin in a individual capacity was her placing herself as an  
12 individual on a document that she filed is the way this Court  
13 will phrase it.

14 MR. HONG: That's -- that's correct.

15 MS. MORGAN: Right.

16 THE COURT: I did not see that in any filing by  
17 either A, any other party; or B, any other records.

18 MR. HONG: Right.

19 THE COURT: Is that consistent with everybody's  
20 else's understanding?

21 MR. HONG: That is absolutely correct, Your Honor.

22 THE COURT: Okay.

23 MS. MORGAN: Yes.

24 THE COURT: So here's -- but the Court left today's  
25 hearing on for the purpose of, I need to ensure that every

1 case has -- is correct, and any rogue documents don't exist.

2 MR. HONG: Right.

3 THE COURT: I also wanted to ensure that if Ms.  
4 Tobin appeared, or Ms. Tobin's counsel appeared, that  
5 everybody had a full opportunity to be heard. So here's where  
6 the Court sees today's hearing.

7 The Court sees today hearing is that there is --  
8 cannot be a inclination that I'm going to let anybody who's  
9 here respond; okay?

10 Let me see what I've got. I've got a Notice of  
11 Settlement that Nationstar, Joel Stokes and Sandra F. Stokes,  
12 as Trustee of the JimiJack Irrevocable Trust, have reached an  
13 Agreement on all material terms; right?

14 MR. HONG: Correct.

15 THE COURT: Does that then moot the 5/7 Motion for  
16 Summary Judgment?

17 MS. MORGAN: It does. And we were going to withdraw  
18 that motion. But then when we saw these filings from Tobin,  
19 we thought it'd be cleaner just to leave it on.

20 THE COURT: That's why the Court's asking the  
21 question.

22 Okay. So here's what the Court -- the Court really,  
23 at the end of this morning, sees that there is nothing --  
24 subject to anybody telling me differently -- the Court sees  
25 that there is nothing from a -- left in this case, now that I

1 have an NEO from Sun City Anthem, left in this case other than  
2 I need to do a Status Check on settlement documents between  
3 the parties who filed the Notice of Settlement on 4/12.

4 MR. HONG: That's correct.

5 MS. MORGAN: Well --

6 THE COURT: Is there anything else left?

7 MS. MORGAN: -- I'm showing that --

8 THE COURT: Can you walk through your caption?

9 MS. MORGAN: -- Nona Tobin, an individual Trustee of  
10 the Trust, still has claims against JimiJack.

11 MR. HONG: That's -- yeah, that -- that is true.

12 THE COURT: Wait. Nona Tobin, the Trustee, against  
13 JimiJack. So that is left for trial.

14 MR. HONG: Okay. But if I may, Your Honor --

15 THE COURT: Hold -- hold on just a sec.

16 MR. HONG: Yeah, yeah.

17 THE COURT: Okay. No, that's -- thank you for that  
18 point of clarification.

19 MR. HONG: Right.

20 THE COURT: So that was not -- because there's been  
21 no -- but in that capacity that would be Mr. Mushkin as  
22 counsel for the Trustee --

23 MR. HONG: Correct.

24 THE COURT: -- and Mr. Hong as counsel for JimiJack;  
25 correct?

1 MR. HONG: Correct.

2 THE COURT: Is that --

3 MR. HONG: Correct.

4 THE COURT: Okay. So --

5 MR. HONG: And on that one, Your Honor, if that's  
6 the only thing left, if that is -- and if they are actually  
7 going to pursue that, based on this Court's previous Order for  
8 Summary Judgment in favor of Opportunity homes, who was the  
9 buyer, we would ask leave just to clean it up, because there's  
10 no reason to go to trial if we can just do a simple motion  
11 mirroring the Court's order, like a res judicata.

12 Because Opportunity Homes -- the claims alleged  
13 against my clients by the Trust are identical to the claims  
14 that were alleged against Opportunity Homes.

15 THE COURT: You can appreciate the Court cannot  
16 grant any orally when I do not have a noticed hearing that  
17 doesn't have --

18 MR. HONG: Oh, no, no.

19 THE COURT: -- all parties --

20 MR. HONG: Right, right.

21 THE COURT: -- the Court takes no position on  
22 anything. I can't address anything that's --

23 MR. HONG: Right.

24 THE COURT: -- not before me today --

25 MR. HONG: Right.

1 THE COURT: -- because I don't have all parties  
2 here.  
3 MR. HONG: Right, right.  
4 THE COURT: Okay.  
5 MR. HONG: But we would ask a leave in a written  
6 sense to file a written motion.  
7 THE COURT: The Court can't --  
8 MR. HONG: Okay, right, right. Okay.  
9 THE COURT: -- address anything that's not  
10 specifically --  
11 MR. HONG: Right.  
12 THE COURT: -- before it.  
13 MR. HONG: Sure.  
14 THE COURT: Particularly, when dates and deadlines  
15 and everything --  
16 MR. HONG: Sure.  
17 THE COURT: -- have passed.  
18 MR. HONG: Sure.  
19 THE COURT: The Court was only asking for a point of  
20 clarification so that we ensure --  
21 MR. HONG: Okay.  
22 THE COURT: -- that we have a clear --  
23 MR. HONG: Right.  
24 THE COURT: -- record. So let's do today's  
25 purposes. Today's purpose, to the extent that there is an

1 Opposition to Nationstar's Motion for Summary Judgment, I'm  
2 going to put that placeholder for two seconds. I'm dealing  
3 with the second portion.

4           There is a Countermotion -- okay, first off -- let  
5 me go back to the pleading. I'm sorry. I need to go to the  
6 specific pleading.

7           First off, the Court is going to find that there is  
8 a rogue document filed which is a Notice of Appearance on  
9 4/9/2019, of Nona Tobin, in pro per person, because there is  
10 nothing in this case that shows Ms. Tobin has any individual  
11 capacity.

12           MR. HONG: That's right.

13           THE COURT: There's been no leave sought for Ms.  
14 Tobin to have any individual capacity. The only portion of  
15 this case in which there is Ms. Tobin in any capacity is as  
16 Trustee of the Gordon B. Hansen Trust, dated 8/22/2008.

17           MR. HONG: That's correct.

18           THE COURT: And in that capacity, Ms. Tobin is  
19 represented by counsel.

20           MR. HONG: That's correct.

21           THE COURT: That counsel has not filed any Motion to  
22 Withdraw, is the simplest way of phrasing it. So any  
23 pleadings on behalf of Ms. Tobin, as Trustee for the Gordon B.  
24 Hansen Trust, need to be filed on behalf of counsel. There is  
25 no Ms. Tobin in an individual capacity.

1           The Notice of Appearance of April 9th, 2019,  
2 therefore, is -- must be viewed as a rogue document, and must  
3 be stricken because there is nothing with Ms. Tobin in pro per  
4 person.

5           Madam Clerk, please see that that gets stricken.

6           Okay. Next document. While the Court did see on  
7 that same date, there was a Notice of Completion of Mediation  
8 also filed by Ms. Tobin in her individual capacity, the Court  
9 already had a prior document with regards to the mediation  
10 being completed, since that also was filed by Ms. Tobin  
11 individually, and not by Ms. Tobin's counsel, who is the only  
12 party who can file on behalf of Ms. Tobin as Trustee for the  
13 Gordon B. Hansen Trust, the Court was inclined to strike that  
14 Notice of Completion of Mediation also filed on April 9th,  
15 2019. Does anyone disagree?

16           MR. HONG: No.

17           MS. MORGAN: No.

18           MR. HONG: No.

19           THE COURT: I probably should have phrased that --  
20 does anyone have -- I have a double negative there -- does  
21 anyone feel that that document should remain on the docket?

22           MS. MORGAN: No.

23           THE COURT: Okay. So since that document also was  
24 filed by Ms. Tobin improperly, because Ms. Tobin is not a  
25 party to this case, Ms. Tobin is represented in her Trustee

1 capacity, which is the only capacity in which exists in this  
2 case -- by counsel, she would not have had permission to have  
3 filed a document on her own, the 4/9 Notice of Completion of  
4 Mediation also needs to be stricken.

5           The Court now goes to the 4/10/2019 document. The  
6 4/10/2019, at 11:17, there was another document filed by Nona  
7 Tobin, individually, not filed by Mr. Mushkin as counsel for  
8 Nona Tobin, as Trustee of the Gordon B. Hansen Trust. That  
9 document was titled, Tobin Opposition to Nationstar Motion for  
10 Summary Judgment against JimiJack and Countermotion Summary  
11 Judgment, Hearing Requested in Conjunction with Hearing for  
12 Nationstar MSJ Scheduled.

13           When the Court looked at that document there was two  
14 issues. One, the same issue the Court just noted that was  
15 filed by Ms. Tobin, individually, and she is represented by  
16 counsel, and Ms. Tobin in not a Defendant Intervention Cross  
17 Claimant in Pro Per Person, because her only role in this  
18 case, as set forth based on the pleadings, is as Trustee of  
19 the Gordon B. Hansen Trust, and in that capacity, she is  
20 represented by counsel. That counsel has not withdrawn.

21           So the 4/10/2019 document filed at 11:17, similarly,  
22 would be a rogue document. Does anyone have any position with  
23 regards to that statement?

24           MR. HONG: No, actually, we -- we agree.

25           MS. MORGAN: We agree.

1 THE COURT: Okay. So the 4/10/2019, 11:17, also  
2 needs to be stricken.

3 Now, contained therein, also -- even if the Court  
4 were to look at the underlying arguments, which it can't, but  
5 even independently, the Court's understanding is there is no  
6 claims between Nationstar that currently exists with regards  
7 to Nona Tobin as Trustee of the Gordon Hansen Trust; is that  
8 correct?

9 MS. MORGAN: That's correct.

10 THE COURT: So there would be no Opposition that  
11 would be appropriate, even if the Court could look behind the  
12 fact that the document was improperly filed -- is that  
13 correct, counsel -- for Nationstar?

14 MS. MORGAN: That is correct.

15 THE COURT: Okay. So there would be no opposition  
16 basis anyway because you aren't on opposite sides of the -- in  
17 any part of this consolidated caption; correct?

18 MS. MORGAN: That is correct.

19 THE COURT: Okay. So then the --

20 MS. MORGAN: We did file an Opposition just pointing  
21 that out, that we -- that there are no claims. But I  
22 understand that under those --

23 THE COURT: You -- actually you filed a very well --  
24 what was your document titled? You titled your document -- I  
25 think you actually -- yeah, however you titled your document,

1 I you titled it a little bit --

2 MR. HONG: Very -- very well.

3 THE COURT: Huh?

4 MS. MORGAN: I just -- yes, we filed that recently  
5 just to say there are no claims.

6 THE COURT: Yeah. So as pointed out by Nationstar,  
7 but I'm just confirming in open court, just so we have it  
8 clean in one place.

9 MS. MORGAN: Yes.

10 THE COURT: Okay. So then the second portion was  
11 something that was titled a -- once again, the Court can't  
12 look at this, but I'm just giving you an independent basis  
13 just so it's abundantly clear -- I'm going to the second point  
14 -- it's unclear what portion would be viewed as its own  
15 section as a Countermotion for Summary Judgment.

16 Because the Court, in looking at this, although --  
17 and the Court takes -- okay, it says, did not meet the burden  
18 against JimiJack. I mean, it's basically -- I didn't see any  
19 portion that could even arguably be a section, even if the  
20 Court could have looked at the underlying document for  
21 purposes of preparing for today, that could go against --  
22 well, the Court's just going to leave it at what it is.

23 Although, it's titled a countermotion, it wouldn't  
24 have been a countermotion because -- I'll phrase it this way.  
25 The Court's going to phrase it -- even to the extent that

1 somehow even though it's titled a countermotion for summary  
2 judgment, it's an improper countermotion, independent of all  
3 the other reasons, because a countermotion has to relate to  
4 the same party and the same claims.

5           Since it doesn't go against Nationstar, because  
6 Nationstar has no claims with regards to the Tobin as Trustee  
7 for the Gordon B. Hansen Trust dated 8/22/2008, she can't file  
8 a summary judgment against a different party in a different  
9 role in a consolidated case and raise new issues.

10           So it would not be an appropriate countermotion in  
11 and of itself would be -- to be a separate independent basis,  
12 even if you could view it that way, to the extent that you  
13 could even independently view the underlying motion, which the  
14 Court can't take into consideration anyway, because it's a  
15 rogue document that now has been stricken, it still would be  
16 inappropriate, because even if it appears, even at best,  
17 possibly, or maybe as a Motion for Reconsideration from a  
18 ruling of a year or, I'm not really clear what it is. But  
19 whatever it is, the Court can't consider it, it's not what it  
20 is. So that would be stricken.

21           Now, then it was filed again on 4/12. On 4/12,  
22 there was also three documents filed. Those same three  
23 documents that were filed on 4/9 were refiled on 4/12: the  
24 Notice of Appearance, the Notice of Completion of Mediation,  
25 and the same Opposition and Countermotion.

1           For the same reasons that the Court just stated,  
2 that the 4/9 documents that were rogue documents, and for the  
3 same analysis on the Opposition and Countermotion, which truly  
4 isn't an Opposition and Countermotion, those three documents  
5 on 4/12 will be stricken.

6           Also, for the additional reason that they're  
7 duplicative of the 4/9. But for all the underlying reasons,  
8 for the 4/9, plus the additional ones, that those be stricken.

9           So then there is the Notice of Settlement, but then  
10 there's a Stipulation and Order to extend a briefing schedule  
11 that was filed after a Notice of Settlement. So now the Court  
12 has to address those between the parties that are before me.

13           So Notice of Settlement; does that mean that you do  
14 or do not wish, in light of what the Court's ruling is today,  
15 clearing up the record with regards to the rogue documents, I  
16 still have a Notice of Settlement. I have a Stipulation and  
17 Order to extend a briefing schedule. I have a Reply to a  
18 Motion for Summary Judgment and Countermotion for Summary  
19 Judgment.

20           Oh excuse me, I'm sorry, I just -- strike one more  
21 document. Sorry. On 4/17, Ms. Tobin also filed a document  
22 called a Reply, 4/17, 8:37, saying Tobin's Reply in Support of  
23 Joinder to Nationstar Mortgage's Motion for Summary Judgment,  
24 and Reply in Support of Tobin's Motion for Summary Judgment,  
25 rogue document, and for all the reasons that the Court said

1 with regards to the 4/9 documents, the 4/12 documents, other  
2 than it's not duplicative because -- so that 4/17 Reply also  
3 would be stricken on 4/17 as well.

4           So, sorry, and counsel for Nationstar, I knew you  
5 didn't call it a Opposition, you called it a Response. I knew  
6 you --

7           MS. MORGAN: Oh.

8           THE COURT: -- called it something more  
9 appropriately to what it was.

10           Okay. The Court's not finding it appropriate to  
11 strike the 4/19 Response by Nationstar because that was just a  
12 clarification to enlighten the Court with regards to the  
13 improper filing of documents. The Court did not view that as  
14 viewing on the merits the underlying pleadings filed by Ms.  
15 Tobin, so the Court was not inclined to strike the 4/19,  
16 because it just clarified those underlying documents.

17           Unless Nationstar was requesting the Court do  
18 something. Is Nationstar requesting the Court do anything?

19           MS. MORGAN: No, Your Honor.

20           THE COURT: Okay. So now I have a Stipulation to  
21 Extend Briefing Schedules and a Notice of Settlement, and I  
22 still have a pending Motion for Summary Judgment on May 7th.

23           Counsel, what would you like to do about those  
24 underlying documents?

25           MR. HONG: Well, we could withdraw and vacate the

1 Stipulation to Extend the Briefing Schedule because, Your  
2 Honor, that was actually prepared and submitted prior to the  
3 Notice of Settlement.

4 THE COURT: Not submitted, but yeah. Yeah.

5 MR. HONG: Was submitted. I mean, so yeah. And by  
6 the time it got filed we had already settled.

7 MS. MORGAN: Um-hum.

8 MR. HONG: So it's moot now. That document is moot.

9 THE COURT: Okay. So the Court can disregard that  
10 Stipulation and Order on the briefing --

11 MR. HONG: Yes.

12 THE COURT: -- schedule.

13 MR. HONG: Yes.

14 THE COURT: So now I still have a pending Motion for  
15 Summary Judgment on 5/7 at 9:30.

16 MS. MORGAN: Correct.

17 THE COURT: Is that --

18 MR. HONG: Let's vacate it.

19 THE COURT: -- going to be heard or not heard?

20 MS. MORGAN: That is not going to be heard. The  
21 only claims involved --

22 THE COURT: Are you --

23 MS. MORGAN: -- with respect to that motion have  
24 been resolved.

25 THE COURT: Okay. So are you --

1 MR. HONG: Right.

2 THE COURT: -- doing it in open court under EDCR  
3 7.50, or are you filing a Notice of Withdrawal just so that in  
4 case anybody else thought that maybe they were showing up on  
5 that particular day --

6 MS. MORGAN: I'll file a Notice --

7 THE COURT: -- what are you planning to do?

8 MS. MORGAN: -- a Notice of Withdrawal so that  
9 everybody has something in writing.

10 THE COURT: Okay. But for today's purposes, would  
11 you like us to vacate it on the system today and then you'll  
12 just file a Notice of Withdrawal --

13 MS. MORGAN: Yes, please.

14 THE COURT: -- or would you like us to leave it on?

15 MS. MORGAN: Yes. We can -- we can vacate it if  
16 it's okay with you.

17 THE COURT: Okay. At the request of the movant, and  
18 since the only party which could have filed any pleadings,  
19 you're agreeable to --

20 MR. HONG: Oh, yes. Yes, Your Honor.

21 THE COURT: Okay. Then the 5/7/2019 Motion for  
22 Summary Judgment hearing gets vacated and that gets taken care  
23 of.

24 Now, I have to leave on the Calendar Call and the  
25 Bench Trial because currently, in the light of everything that

1 everyone's told me -- and here's -- we currently have Nina  
2 Tobin as Trustee for the Gordon B. Hansen Trust versus  
3 JimiJack is the only remaining parties in these combined  
4 cases, 720032, combined with 730078; is that correct?

5 MS. MORGAN: I think --

6 THE COURT: Is there somebody else?

7 MS. MORGAN: -- Tobin as Trustee also has pending  
8 claims against Yuen K. Lee and --

9 MR. HONG: And -- and F. Bondurant.

10 MS. MORGAN: -- F. Bondurant, LLC.

11 MR. HONG: Right.

12 THE COURT: I do appreciate with that -- thank you  
13 so very much. The Court will make a clarification. So the  
14 only thing remaining in this case then would be Counter  
15 Claimant Nona Tobin as Trustee of the Gordon B. Hansen Trust  
16 dated 8/22/08, Counter Claimant, versus JimiJack Irrevocable  
17 Trust, Yuen Lee and F. Bondurant; okay, and --

18 MR. HONG: I represent --

19 THE COURT: -- counsel for -- pardon?

20 MR. HONG: And I represent all three, obviously,  
21 yeah.

22 THE COURT: And Mr. Hong represents all three of  
23 those defendants.

24 MR. HONG: Right.

25 THE COURT: And counsel, for -- when you file your

1 next pleading, please do make sure that you're ensuring your  
2 caption only shows in the Trustee, which is the correct  
3 capacity.

4 MS. MORGAN: Okay. So take out "an individual"?

5 THE COURT: We understand that there is no  
6 individual.

7 MR. HONG: Right.

8 THE COURT: There's only in the Trustee capacities.

9 MS. MORGAN: Okay.

10 THE COURT: Is that correct?

11 MR. HONG: That's correct.

12 MS. MORGAN: Yes.

13 THE COURT: So we just need to make sure our  
14 captions are correct.

15 MS. MORGAN: Okay.

16 THE COURT: Right?

17 MR. HONG: Yes.

18 THE COURT: So, we just need -- because I had a  
19 couple of different -- so -- and we understand that that was  
20 just a typographical error, is that correct, counsel for  
21 Nationstar?

22 MR. HONG: No, no --

23 MS. MORGAN: I don't really know. I --

24 MR. HONG: -- I think what happened is when Ms.  
25 Tobin came into this case, before she got counsel, an

1 individual meant an individual as Trustee, not "individually".  
2 Does that make sense, Your Honor?

3 She's never been in this case individually. She  
4 can't be. She has no standing. And the Court ruled on that  
5 at previous hearings early on.

6 THE COURT: Okay.

7 MR. HONG: And that's -- that's -- yeah.

8 MS. MORGAN: But this is how -- the way it's  
9 reflected in the caption is how it's reflected in her cross  
10 claim. That's how they worded it.

11 MR. HONG: Yeah.

12 THE COURT: I'm not sure if you're reaching out to  
13 counsel for the Trustee, but there's a stipulation heading  
14 this Court's way to ensure that we have --

15 MS. MORGAN: We can clarify that.

16 THE COURT: -- a clarification.

17 MS. MORGAN: I think?

18 MR. HONG: Yeah, we can --

19 THE COURT: Okay. But we just need to make sure we  
20 have it clear before trial, right? Or anything else. Anyway,  
21 but --

22 MR. HONG: Right.

23 THE COURT: -- but the Court's understanding, since  
24 there is only the Trustee, Mr. Mushkin represents the only  
25 party in that as the cross claimant, and that's the only

1 place, in the cross claimant.

2 Okay.

3 MR. HONG: Right.

4 THE COURT: So that is taken care of. So now the  
5 only thing that -- the last thing I need to do is give a  
6 Status Check on Settlement Documents with regards to the two  
7 counsel and the parties they represent, they're standing here  
8 in court today.

9 MR. HONG: Right.

10 THE COURT: Since I currently have a Calendar Call  
11 date of 5/21, do you want me to make that your Status Check on  
12 settlement documents since --

13 MS. MORGAN: Sure.

14 MR. HONG: Sure.

15 THE COURT: -- one of the two of you --

16 MR. HONG: Sure.

17 THE COURT: -- have to be here anyway?

18 MR. HONG: Sure.

19 THE COURT: That makes sense?

20 MR. HONG: That would be fine, Your Honor.

21 MS. MORGAN: Yes.

22 THE COURT: Okay. Well, I'll just make your Status  
23 Check on settlement documents that same, 5/21. Oftentimes, I  
24 do it on chambers, but I think this one, you're going to want  
25 it all cleaned up anyway, so --

1 MR. HONG: Sure.

2 THE COURT: -- let's keep you at 5/21, the same day  
3 as your Calendar Call, it's going to be a Status Check on  
4 Settlement Documents with regards to the settled parties.  
5 Okay?

6 MR. HONG: One more last matter, Your Honor. I  
7 believe on Thursday --

8 MS. MORGAN: A Pretrial Conference.

9 MR. HONG: -- there's a Pretrial.

10 THE COURT: I need to keep that Pretrial Conference  
11 on, you can appreciate, because I have parties remaining in  
12 this case.

13 MR. HONG: Right. Can I -- and I've never asked  
14 Your Honor this before -- but can I appear via court call for  
15 that Pretrial?

16 THE COURT: I cannot, as you can particularly  
17 appreciate, from A, we always have to have counsel present,  
18 because we have to get things set on the trial stack. And  
19 whoever's cell phone is vibrating --

20 MR. HONG: I'm sorry, that's -- that's --

21 THE COURT: Oh, that's yours?

22 MR. HONG: -- yeah, that's --

23 THE COURT: Oh, okay.

24 MR. HONG: -- that's mine.

25 THE COURT: The reason why we do it, is if we do it

1 for one, we have to do it for all, and you can --

2 MR. HONG: Right.

3 THE COURT: -- appreciate why we can't do it. Do  
4 you have a co-counsel? You're normally --

5 MR. HONG: I don't have a co-counsel, but can I have  
6 a colleague appear on my behalf? I'm not going to be in the  
7 country. That's the problem.

8 THE COURT: You're not in the country.

9 MR. HONG: Yeah.

10 THE COURT: I've got to -- see, the challenge we  
11 have here, you're going to have to put that -- well --

12 MR. HONG: I mean, I'll have a colleague here, Your  
13 Honor.

14 THE COURT: I'm sure that colleague is going to be  
15 your co-counsel for purposes of trial, if this case goes to  
16 trial, right? You're telling me it's your co-trial counsel?

17 MR. HONG: Sure, sure.

18 THE COURT: And your -- your --

19 MR. HONG: Yes.

20 THE COURT: -- co-trial counsel is here?

21 MR. HONG: Yes.

22 THE COURT: Co-trial counsel is here, fully informed  
23 on what dates this case can go to trial?

24 MR. HONG: Sure.

25 THE COURT: That's the requirement. Trial counsel

1 needs to be here. Okay?

2 MS. MORGAN: All right.

3 MR. HONG: Can I also --

4 THE COURT: And that would include co-trial counsel.

5 Now, if a second counsel wishes to appear telephonically --

6 MR. HONG: Right.

7 THE COURT: -- as long as co-trial counsel is here  
8 in person --

9 MR. HONG: Okay, perfect.

10 THE COURT: -- then that's --

11 MR. HONG: Okay.

12 THE COURT: -- what it is.

13 MR. HONG: Okay.

14 MS. MORGAN: I was just wondering if Nationstar can  
15 be excused from attending the Pretrial Conference on the basis  
16 that we've settled the claims, or if we still need to appear?

17 THE COURT: Yeah.

18 MR. HONG: Yeah, that -- sure.

19 THE COURT: You don't -- well, just a sec. I'm walk  
20 -- let me --

21 MS. MORGAN: Oh, sorry.

22 THE COURT: -- you don't owe me any orders, you  
23 don't -- right? The only thing --

24 MS. MORGAN: I -- I owe the Court a notice  
25 withdrawing our Motion for Summary Judgment.

1 THE COURT: So if you have that done on NEO then --  
2 actually you don't even need an NEO on that because that's  
3 just a Notice of Withdrawal. If you don't have a pending  
4 motion before this Court because you've done a Notice of  
5 Withdrawal, and I think I took care of it today, there's  
6 nothing that you're in this case for any matter, are you?

7 MS. MORGAN: Just to get the Stip and Order for  
8 Dismissal filed.

9 THE COURT: But that's just a Notice of Settlement.

10 MS. MORGAN: Right.

11 THE COURT: You wouldn't have to show up for a PTC  
12 on that in any event.

13 MS. MORGAN: No.

14 THE COURT: No. I don't see any reason -- you're  
15 more than welcome, but I don't see any reason why, from a  
16 standpoint whether or not you want to file that Notice of  
17 Withdrawal beforehand so that you're --

18 MS. MORGAN: Okay.

19 THE COURT: -- might make it clean. But I don't --  
20 based on what you've represented to this Court, you're not in  
21 any part of this case anymore.

22 MS. MORGAN: Correct.

23 THE COURT: And just having a Status Check on  
24 Settlement Documents does not require a person to show up to a  
25 Pretrial Conference, because you have all orders in showing

1 that you're not in this case; right?

2 MS. MORGAN: Right.

3 THE COURT: Is that -- yeah, sure. Yeah.

4 MR. HONG: Yeah.

5 MS. MORGAN: Okay.

6 THE COURT: Okay. Thank you so much.

7 MR. HONG: Yeah.

8 MS. MORGAN: Thank you.

9 MR. HONG: Okay. So, Your Honor, my co-counsel --

10 THE COURT: Your co-trial counsel --

11 MR. HONG: -- will appear.

12 THE COURT: -- will be here, and if you're  
13 requesting court call, you need to get that in today --

14 MR. HONG: Today.

15 THE COURT: -- so that it can get set up; right?

16 MR. HONG: Right.

17 THE COURT: I appreciate it.

18 MR. HONG: Thank you.

19 THE COURT: Thank you so very much.

20 MS. MORGAN: Thank you.

21 (Hearing concluded at 10:55 A.M.)

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ATTEST: I hereby certify that I have truly and correctly transcribed the audio/visual proceedings in the above-entitled case to the best of my ability.

*Julie Lord*

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