

Nationstar Mortgage LLC

What is the dispute with NSM?

No bank foreclosure was ever initiated on the Hansen DOT

NSM recorded and filed false claims

NSM did not produce ANY evidence to support its claims

The real owner of the Hansen DOT would have supported Tobin's efforts to void the sale so the DOT would not have survived as if the sale had never happened. The HOA wrongly foreclosed, but not without Nationstar's assistance.

NSM does not hold the original Hansen promissory note.

NSM 258-259 is a COPY of the Hansen promissory note that Nationstar entered into the record to trick the Court

NSM 260 shows no endorsement of Hansen's note to Nationstar or to ANY of the lender's NSM claims assigned

the note to Nationstar.

NSM has no proof that it ever owned the Hansen deed of trust or that Nationstar d/b/a Mr. Cooper had the authority to reconvey the property to Joel Stokes two days before the quiet title trial.

The Clark County Recorder's Office Property Record shows NSM began recording conflicting claims on 12/1/14, > 3 months after the HOA sale. NSM disclosures before the end of discovery included the false 12/1/14 recorded claim that NSM owned the DOT

NSM rescinded its 12/1/14 claim that BANA gave the DOT to NSM & 2 hours later recorded that Wells Fargo gave the DOT to NSM NSM responses to Tobin's request for documents & interrogatories reveal NSM's lack of evidence

CONCLUSION: Nationstar was unjustly enriched by its covert deal with Joel Stokes at Tobin's expense

PARTY CONTACT INFO

M. Morgan Bar #8215 c/o Akerman, LLP, 1635 Village Center Circle, Suite 200, Las Vegas, Nevada 89134.

What is the dispute with NSM?

The dispute is over a \$436,000 Western Thrift & Loan Deed of Trust (DOT) executed by Gordon Hansen on 7/15/04.

NSM serviced the loan beginning on 12/1/13 on behalf of an investor NSM refused to identify. On 12/1/14, NSM recorded a claim

that NSM was owed the \$389,000 balance that remained outstanding after the borrower's death. NSM's opportunistic claim is provably false.

No bank foreclosure was ever initiated on the Hansen DOT

Neither servicing bank, (NSM succeeded BANA as servicing on 12/1/13) foreclosed on the Hansen DOT even though it was in default after Hansen died on 1/14/12.

Had NSM been the beneficiary of the DOT, it would have foreclosed or collected the debt by allowing the property to be sold at fair market value. NSM did not record a notice of default on the Hansen DOT.

NSM did not allow the property to be sold to MZK for \$367,500 on 5/8/14.

NSM did not complain when RRFs rejected its 5/28/14 super-priority offer of \$1100 to close the MZK escrow.

NSM allowed the property to be sold for \$63,100 while a \$358,800 was pending lender approval.

Then, three months after the HOA foreclosed to collect \$2,000 in delinquent HOA dues, NSM claimed that BANA gave NSM the Hansen DOT on 10/23/14.

NSM recorded and filed false claims

On 1/11/16, NSM claimed in its A-16-730078-C COMP that BANA gave the Hansen DOT to NSM on 2/4/11.

In its 3/2/7/17 OMSJ, NSM claimed that on 12/1/14 Wells Fargo had given NSM the DOT.

In February 2019, NSM could not produce any documents in response to Tobin's RFDs and interrogatories to prove any of its claims.

On 3/8/19, NSM recorded that it rescinded its 12/1/14 claim that it got its interest from BANA, and then two hours later recorded that it had Wells Fargo's undisclosed power of attorney to give NSM the authority to assign Wells Fargo's non-existent interest to NSM.

NSM did not produce ANY evidence to support its claims

NSM produced no proof that it owned the Hansen DOT during two lawsuits over the validity of the HOA sale.

All the evidence Nationstar entered into the record actually proved the opposite, but it was never subjected to judicial scrutiny Nationstar.

The real owner of the Hansen DOT would have supported Tobin's efforts to void the sale so the DOT would not have survived as it the sale had never happened.

Tobin and NSM were initially aligned to get the court to void the HOA sale until NSM learned that it would be impossible to foreclose on Tobin since Tobin had put it into the record that she had documents that could prove NSM did not have the standing to foreclose.

NSM's covert deal with Joel Stokes was solely to prevent the Court from conducting an evidentiary hearing that would have exposed that neither NSM nor Stokes could prove their claims.

The HOA wrongly foreclosed, but not without Nationstar's assistance.

The banks could have stopped the HOA from foreclosing by recording a Notice of Default (NRS 116.31162(6)).

The HOA sale should have been cancelled when BANA's agent tendered \$825 on 5/9/13 to cure the nine months that were then delinquent.

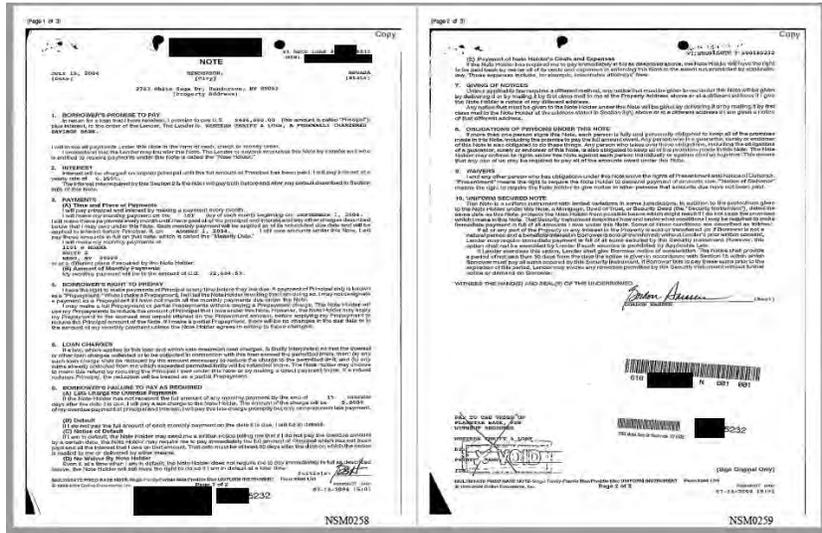
The HOA sale would have been avoided if the serving banks had not prevented four escrows from closing as escrows instructions were to pay the HOA whatever it demanded. The HOA sale would have been avoided if NSM had not rejected the

5/8/14 \$367,500 www.auction.com sale to MZK Properties.

NSM, the servicing bank that is supposed to be a fiduciary, acting on behalf of the investor, turned a blind eye to an 8/15/14 HOA sale for 18% of the \$367,500 www.auction.com sale price that NSM had just rejected.

NSM does not hold the original Hansen promissory note.

NSM 258-259 is a COPY of the Hansen promissory note that Nationstar entered into the record to trick the Court

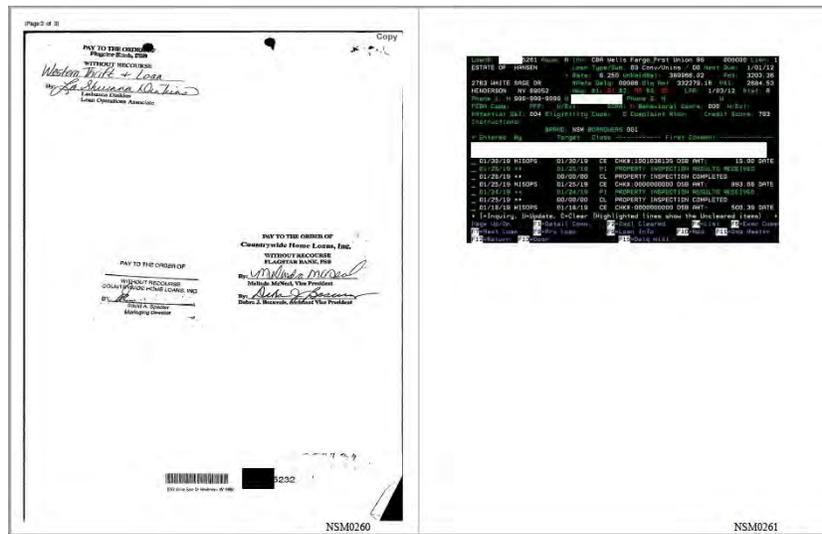


NSM 258-259 is a COPY of Hansen's 7/15/04 promissory note.

NRS 52.235 "Original required. To prove the content of a writing, recording or photograph, the original writing, recording or photograph is required, except as otherwise provided in this title."

NSM 260 shows no endorsement of Hansen's note to Nationstar or to ANY of the lender's NSM claims assigned the note to Nationstar.

NSM does not have Hansen's original note, but NSM tried to conceal that fact by disclosing a COPY in NSM 258-259.



The copy of the note that NSM disclosed as NSM 260 does not have an endorsement to NSM. NSM compounded the deceit by misrepresenting unrelated business records in NSM 261 (above) and 3/27/17 AFFD (below) to deceive the court.

3/27/17 NSM filed a DECL that misrepresents its servicing bank record to deceive the court that NSM had no proof it owned the DOT

NSM has no proof that it ever owned the Hansen deed of trust or that Nationstar d/b/a Mr. Cooper had the authority to reconvey the property to Joel Stokes two days before the quiet title trial.

EXECUTE DATE	RECORD DATE	DOCUMENT TYPE	ASSIGNED BY	ASSIGNED FROM	ASSIGNED TO	DOCUMENT NUMBER	NOTES	TRUSTEE	TRUSTEE SUBSTITUTED BY	NEW TRUSTEE
7/15/04	7/22/04	DEED OF TRUST				200407220003507	BORROWER: HANSEN, GORDON B. LENDER WESTERN THRIFT & LOAN. MERS AS NOMINEE.	JOAN H ANDERSON		
4/4/12	4/12/12	ASSIGNMENT	BANK OF AMERICA	MERS	BANK OF AMERICA	201204120001883	ANNOTATED 4/12/12 MERS 2 BANA			
8/21/14	9/9/14	ASSIGNMENT	BANA	BANA	WELLS FARGO	201409090000974	ANNOTATED 9/9/14 BANA 2 WF			
10/29/14	12/1/14	ASSIGNMENT	NSM	BANA	NSM	2014412010909519	ANNOTATED 12/1/14 NSM AS IF BANA 2 NSM			
	1/22/15	REQUEST NOTICE				201501220001850	NSM HAD RECORDED ON 12/1/14 THAT NSM WAS BENEFICIARY, BUT ON 1/22/15 REQUESTED NOTICE ON DOT WITH MERS STILL NOMINEE FOR LENDER			
	8/17/15	SUBSTITUTION				201508170001056	ANNOTATED NSM AS IF WF SUB PASS 4 JOAN	JOAN H ANDERSON	NSM AS WELLS FARGO'S "ATTORNEY-IN-FACT"	FIRST AMERICAN TRUSTEE SERVICING SOLUTIONS
2/25/19	3/8/19	RESCISSION	NSM	BANA	NSM	201903080002799	ANNOTATED 3/8/19 RESCIND BANA 2 NSM			
2/25/19	3/8/19	ASSIGNMENT	NSM	WELLS FARGO	NSM	201903080002790	ANNOTATED 3/8/19 WF 2 NSM			
	6/3/19	SUBSTITUTION/ RECONVEYANCE				201906030001599	ANNOTATED 6/3/19 NSM AS BENE SUB NSM 4 JOAN	JOAN H ANDERSON, ORIGINAL TRUSTEE	NSM DBA MR COOPER AS "PRESENT BENEFICIARY"	NSM DBA MR COOPER, SUCCESSOR TRUSTEE
7/10/19	7/10/19	RELEASE				201907100002352	ANNOTATED 7/10/19 ROLP NSM RELEASE OF 1/13/16 LISP			

TZhedispueddeedbf trustwas a \$436,000 loan to Gordon Hansen by Western Thrift & Loan.

A Deed of Trust (DOT) is a loan that uses a house as collateral.

A DOT is different from a mortgage in that there is a Trustee in addition to the Lender and the Borrower.

The trustee, not the beneficiary (party to whom the debt is owed), has the power of sale (conduct a foreclosure sale under the terms of NRS 107.080 if the borrower defaults). Gordon Hansen defaulted when he died on 1/14/12. Servicing banks (those that handle the paperwork on behalf of the "beneficiary", the investor to whom the debt is actually owed) BANA & NSM recorded 11 claims regarding the Hansen DOT, but neither ever recorded a Notice of Default, the mandatory condition precedent to the trustee's executing the power of sale. The dispute with NSM is not because NSM wrongly foreclosed on the Hansen DOT.

The dispute is caused by both BANA & NSM obstructing multiple fair market value, arms-length sales, approved by the Hansen Estate, letting the HOA foreclose without notice for 18% of the \$367,500 www.auction.com sale that NSM had just rejected and then after the Hansen DOT was extinguished by the HOA foreclosure, NSM lied on the record about being owed the \$389,000 outstanding balance on Hansen's DOT.

According to NRS 107.28(2), *A trustee under a deed of trust must not be the beneficiary of the deed of trust for the purpose of exercising the power of sale pursuant to NRS 107.080.*

The Clark County Recorder's Office Property Record shows NSM began recording conflicting claims on 12/1/14, > 3 months after the HOA sale.

Nationstar's recorded false claims that it was owed the \$389,000 debt that remained unpaid after borrower Gordon Hansen died. The Hansen 7/22/04 DOT was extinguished on 8/15/14 when the HOA foreclosed.

Nationstar and Joel Stokes were unjustly enriched by "settling" outside of court and preventing Tobin's access to an evidentiary hearing that would have exposed their fraudulent claims.

NSM disclosures before the end of discovery included the false 12/1/14 recorded claim that NSM owned the DOT

12/25/2020

2763 White Sage Dispute

2/9/18	ICCR	NSM 001-185	Identified, listed	1
2/7/19	1 st SUPP DDW	NSM 186-257	Attached	20
2/12/19	2 nd SUPP DDW	NSM 258-403	Attached	103
2/27/19	3 rd SUPP DDW	NSM 404-408	Attached	260

[NSM ICCR AND 3 SUPP DDW](#) Download

NSM rescinded its 12/1/14 claim that BANA gave the DOT to NSM & 2 hours later recorded that Wells Fargo gave the DOT to NSM

DATE SERVED	FILING CODE	BATES #	DOCUMENTS	PAGES
3/12/19	4 th SUPP DDW	NSM 409-4013	Attached	15

[190312 NSM 0409-0413 untimely](#) Download

NSM responses to Tobin's request for documents & interrogatories reveal NSM's lack of evidence

NSM RESP TO TOBIN RFDS & ROGS INPUT PAGE # IN TOOLBAR	
1. 2/21/19 NSM RESP RFDS	1
2. 2/21/19 NSM RESP ROGS	13
3. 2/28/19 NSM SUPP RESP RFDS	31
4. 2/28/19 NSM RESP ROGS	38

[NSM RESP RFDS ROGS](#) Download

CONCLUSION: Nationstar was unjustly enriched by its covert deal with Joel Stokes at Tobin's expense

Nationstar's claims are untethered from reality

The Reality

Nationstar had no recorded claim to own the beneficial interest of the Hansen deed of trust prior to the HOA sale.

Nationstar's only un-rescinded claim was untimely, even if it hadn't also been unauthorized, invalid, and fraudulent.

Nationstar is judicially estopped from claiming it was ever owed the debt secured by the Hansen deed of trust.

Nationstar's and Jimijack's "settlement" concealed and misrepresented material facts from the Court so the trial to settle the quiet title dispute between the Gordon B. Hansen Trust and the Jimijack irrevocable Trust was a sham.

Assignment of Hansen Deed of Trust recorded December 2014 was worthless

Nationstar executed in October 2014, and recorded in December 2014, the assignment of Bank of America's, non-existent interest to itself.

Nationstar's claim was worthless for many reasons:

Bank of America had already recorded that it assigned its interest, if any, to Wells Fargo in September 2014, alleging the assignment was effective immediately after the HOA sale, but the day before the foreclosure deed was recorded.

Nationstar claimed to be Bank of America's attorney-in-fact.

Nationstar did not disclose or record Bank of America's power of attorney.

There is no sworn affidavit, as mandated by Assembly Bill 284, Nevada's 2011 anti-foreclosure fraud law, where the person executing the assignment, affirms under penalty of perjury, that the document is true, accurate, and authorized.

Nationstar disclosed this worthless assignment, labeled NSM 180-181 over and over during the prior court proceedings, and repeatedly contradicted itself as to how, when, and from whom Nationstar acquired the beneficial interest of the Hansen deed of trust.

Nationstar included it as an exhibit to both its pleadings where Nationstar a Plaintiff and a Counter-Claimant for quiet title.

Nationstar falsely asserted in its 1/11/16 Complaint vs. Opportunity Homes that a nonexistent assignment from an unspecified entity was recorded on February 4, 2011 made Nationstar the beneficial owner of the Hansen deed of trust "during all relevant times".

It's 4/12/16 motion to intervene on the Jimijack case and its 6/2/16 Answer and Counterclaim against Jimijack also contain contradictions.

The Court granted NSM's 2/12/19 Limited Joinder to the HOA's Motion for Summary Judgment against the Gordon B. Hansen Trust based on Nationstar's unsubstantiated claim that it was Bank of America's successor in interest as the beneficial owner of the Hansen deed of trust.

Then, on 3/8/19 a week after discovery ended, Nationstar recorded a rescission of this false claim as if it had never happened.

Nationstar continued to spew the fiction that the HOA sale was valid to extinguish the property interest of the Borrower's estate, but not to extinguish Nationstar's non-existent interest

[3/8/19 Rescission of its 12/1/14 Assignment of Hansen Deed of Trust](#)

Nationstar proceeded with its 3/21/19 MSJ vs. Jimijack for quiet title on the false claim that Nationstar was Bank of America's successor in interest as the beneficial owner of the Hansen deed of trust, and that the HOA sale was unfair to Nationstar because Red Rock had rejected the 5/8/13 tender of \$825.

Nationstar continued to spew the fiction that the HOA sale was valid to extinguish the property interest of the Borrower's estate, but not to extinguish Nationstar's non-existent interest.

The Court granted NSMs 2/12/19 Limited JJoinder to the HOA's Motion for summary judgment based on the court's belief, based on no evidence, that NSM was Bank of Americas successor in interest as the beneficial owner of the Hansen deed of trust.

Nationstar never recorded or disclosed any power of attorney to give it authority to record any of the 10 documents Nationstar recorded.

[Search Results](#) [Print](#)

 You searched under: **Parcel Number** for: **191-13-811-052** with the document types of: **ALL DOCUMENTS** between: **1/1/1900** and **4/25/2020**
Records found: 61

								Refresh
First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
DEL WEBB COMMUNITIES INC	NONE SHOWN	200307310004441	NOTICE	Completion	7/31/2003 2:08:59 PM	191-13-811-052		
DEL WEBB COMMUNITIES INC	HANSEN, GORDON B	200307310004442	DEED		7/31/2003 2:08:59 PM	191-13-811-052		388311.0000
HANSEN, MARILYN I	HANSEN, GORDON B	200307310004443	POWER OF ATTORNEY		7/31/2003 2:08:59 PM	191-13-811-052		
HANSEN, GORDON B	CITY FIRST MORTGAGE SERVICES LLC	200307310004444	DEED OF TRUST		7/31/2003 2:08:59 PM	191-13-811-052		
CITY FIRST MORTGAGE SERVICES LLC	WASHINGTON MUTUAL BANK FA	200309100000588	DEED OF TRUST	Assign	9/10/2003 8:43:04 AM	191-13-811-052		
HANSEN, GORDON B	WELLS FARGO BANK NA	200311200004030	DEED OF TRUST		11/20/2003 5:00:00 PM	191-13-811-052		
HANSEN, GORDON B	HANSEN, GORDON B	200406110005547	DEED		6/11/2004 3:45:35 PM	191-13-811-052		
HANSEN, GORDON B	WESTERN THRIFT & LOAN	200407220003507	DEED OF TRUST		7/22/2004 1:32:20 PM	191-13-811-052		
AMERICAN SECURITIES COMPANY OF NEVADA	HANSEN, GORDON B	200408170002284	RECONVEYANCE		8/17/2004 12:10:47 PM	191-13-811-052		
CALIFORNIA RECONVEYANCE COMPANY	HANSEN, GORDON B	200408310007563	SUBSTITUTION/RECONVEYANCE		8/31/2004 5:34:48 PM	191-13-811-052		
HANSEN, GORDON		200409010007297	HOMESTEAD		9/1/2004 7:17:10 PM	191-13-811-052		
HANSEN, GORDON B	WELLS FARGO BANK NA	200705100001127	DEED OF TRUST		5/10/2007 10:12:57 AM	191-13-811-052		
HANSEN, GORDON B	HANSEN, GORDON B EE	200808270003627	DEED		8/27/2008 3:28:08 PM	191-13-811-052		
MORTGAGE	BANK OF AMERICA NA	201204120001883	ASSIGNMENT		4/12/2012 1:18:35 PM	191-13-811-052		0.0000
HANSEN, GORDON B	SUN CITY ANTHEM COMMUNITY ASSOCIATION	201212140001338	LIEN		12/14/2012 9:37:58 AM	191-13-811-052		0.0000
HANSEN, GORDON B	SUN CITY ANTHEM COMMUNITY ASSOCIATION	201303120000847	DEFAULT		3/12/2013 9:55:30 AM	191-13-811-052		0.0000
SUN CITY ANTHEM COMMUNITY ASSOCIATION	HANSEN, GORDON B	201304030001569	NOTICE	RESCISSION	4/3/2013 11:28:14 AM	191-13-811-052		0.0000

TOBIN. 0836
EX 13 RECORDED FRAUD 008 BY NATIONSTAR

First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
HANSEN, GORDON B EE	SUN CITY ANTHEM COMMUNITY ASSOCIATION	201304080001087	DEFAULT		4/8/2013 9:51:05 AM	191-13-811-052		0.0000
HANSEN GORDON B TRUST	HENDERSON CITY	201309230001369	LIEN		9/23/2013 10:39:05 AM	191-13-811-052		0.0000
HANSEN, GORDON B EE	RED ROCK FINANCIAL SERVICES	201402120001527	NOTICE	SALE	2/12/2014 9:06:29 AM	191-13-811-052		0.0000
HANSEN GORDON B TRUST	REPUBLIC SILVER STATE DISPOSAL INC	201405060004357	LIEN		5/6/2014 2:30:41 PM	191-13-811-052		0.0000
SUN CITY ANTHEM COMMUNITY ASSOCIATION	OPPORTUNITY HOMES LLC	201408220002548	DEED		8/22/2014 9:53:30 AM	191-13-811-052		353529.0000
BANK OF AMERICA NA	WELLS FARGO BANK NATIONAL ASSOCIATION	201409090000974	ASSIGNMENT		9/9/2014 11:08:50 AM	191-13-811-052		0.0000
BANK OF AMERICA NA	NATIONSTAR MORTGAGE LLC	201412010000518	ASSIGNMENT		12/1/2014 9:00:43 AM	191-13-811-052		0.0000
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	NATIONSTAR MORTGAGE LLC	201501220001850	REQUEST NOTICE		1/22/2015 9:10:12 AM	191-13-811-052		0.0000
RED ROCK FINANCIAL SERVICES	OPPORUNITY HOMES LLC	201502230000608	RPTT REFUND		2/23/2015 11:17:34 AM	191-13-811-052		0.0000
WELLS FARGO BANK NA	HANSEN, GORDON B	201503120002285	SUBSTITUTION/RECONVEYANCE		3/12/2015 12:11:44 PM	191-13-811-052		0.0000
OPPORTUNITY HOMES LLC	F BONDURANT LLC	201506090001537	DEED		6/9/2015 12:58:36 PM	191-13-811-052		270000.0000
F BONDURANT LLC	STOKES, JOEL A EE	201506090001545	DEED		6/9/2015 1:06:29 PM	191-13-811-052		270000.0000
WELLS FARGO BANK NATIONAL ASSOCIATION	FIRST AMERICAN TRUSTEE SERVICING SOLUTIONS LLC	201508170001056	SUBSTITUTION	TRUSTEE	8/17/2015 9:48:58 AM	191-13-811-052		0.0000
BANK OF AMERICA NA	STOKES, JOEL A EE	201512010003402	JUDGMENT	DEFAULT	12/1/2015 12:44:42 PM	191-13-811-052		0.0000
OPPORTUNITY HOMES LLC	NATIONSTAR MORTGAGE LLC	201601130001051	LIS PENDENS		1/13/2016 11:42:18 AM	191-13-811-052		0.0000
TOBIN, NONA	GORDON B HANSEN TRUST	201605230001416	CERTIFICATE		5/23/2016 1:09:56 PM	191-13-811-052		0.0000
GORDON B HANSEN TRUST	GORDON B HANSEN TRUST	201605230001417	REQUEST NOTICE		5/23/2016 1:09:56 PM	191-13-811-052	STAMP IN MARGIN	0.0000
BANK OF AMERICA NA NA	STOKES, JOEL A EE	201606070001450	LIS PENDENS		6/7/2016 11:58:50 AM	191-13-811-052		0.0000
GORDON B HANSEN TRUST	TOBIN, NONA	201703280001452	DEED		3/28/2017 11:51:02 AM	191-13-811-052		0.0000

TOBIN. 0837

EX 13 RECORDED FRAUD 009 BY NATIONSTAR

First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
REPUBLIC SILVER STATE DISPOSAL INC	HANSEN GORDON B TRUST	201703300003859	LIEN	RELEASE	3/30/2017 3:52:07 PM	191-13-811-052		0.0000
REPUBLIC SILVER STATE DISPOSAL INC	HANSEN GORDON B TRUST	201703300003860	LIEN	RELEASE	3/30/2017 3:52:07 PM	191-13-811-052		0.0000
BANK OF AMERICA NA	STOKES, JOEL A EE	201703310003071	INTEREST		3/31/2017 2:07:50 PM	191-13-811-052		0.0000
BANK OF AMERICA NA	STOKES, JOEL A EE	201703310003072	INTEREST		3/31/2017 2:07:50 PM	191-13-811-052		0.0000
BANK OF AMERICA NA ET AL	STOKES, JOEL A EE	201703310003073	INTEREST		3/31/2017 2:07:50 PM	191-13-811-052		0.0000
BANK OF AMERICA NA	NATIONSTAR MORTGAGE LLC	201903080002789	ASSIGNMENT	RESCISSION	3/8/2019 2:12:46 PM	191-13-811-052		0.0000
WELLS FARGO BANK NATIONAL ASSOCIATION	NATIONSTAR MORTGAGE LLC	201903080002790	ASSIGNMENT		3/8/2019 2:12:46 PM	191-13-811-052		0.0000
STOKES, JOEL A EE	STOKES, JOEL A	201905010003348	DEED		5/1/2019 4:12:04 PM	191-13-811-052		0.0000
BANK OF AMERICA NA	STOKES, JOEL A EE	201905060001022	LIS PENDENS		5/6/2019 8:20:44 AM	191-13-811-052		0.0000
STOKES, JOEL A	CIVIC FINANCIAL SERVICES LLC	201905230003531	DEED OF TRUST	AGREE	5/23/2019 3:10:20 PM	191-13-811-052		0.0000
STOKES, JOEL A EE	BANK OF AMERICA NA	201905280002843	LIS PENDENS	RELEASE	5/28/2019 5:44:38 PM	191-13-811-052		0.0000
NATIONSTAR MORTGAGE LLC	B, GORDON	201906030001599	SUBSTITUTION/RECONVEYANCE		6/3/2019 11:17:45 AM	191-13-811-052		0.0000
CIVIC FINANCIAL SERVICES LLC	HMC ASSETS LLC EE	201906040000772	ASSIGNMENT		6/4/2019 8:06:33 AM	191-13-811-052		0.0000
NATIONSTAR MORTGAGE LLC	OPPORTUNITY HOMES LLC	201907100002352	LIS PENDENS	RELEASE	7/10/2019 2:50:46 PM	191-13-811-052		0.0000
STOKES, JOEL A	MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC	201907170002971	ASSIGNMENT		7/17/2019 2:30:29 PM	191-13-811-052		0.0000
STOKES, JOEL A EE	TOBIN, NONA EE	201907240003355	JUDGMENT		7/24/2019 3:33:28 PM	191-13-811-052		0.0000
STOKES, JOEL A	TOBIN, NONA	201908080002097	LIS PENDENS		8/8/2019 4:00:40 PM	191-13-811-052		0.0000
STOKES, JOEL A EE	TOBIN, NONA EE	201908140003083	LIS PENDENS		8/14/2019 3:16:12 PM	191-13-811-052		0.0000
STOKES, JOEL A	TOBIN, NONA	201908140003084	LIS PENDENS		8/14/2019 3:16:12 PM	191-13-811-052		0.0000
BANK OF AMERICA NA	STOKES, JOEL EE	201912030003152	NOTICE	ORDER	12/3/2019 3:57:40 PM	191-13-811-052		0.0000

TOBIN. 0838

EX 13 RECORDED FRAUD 010 BY NATIONSTAR

								Refresh
First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
STOKES, SANDRA F	STOKES, JOEL A	201912270001344	DEED		12/27/2019 1:16:50 PM	191-13-811-052		0.0000
STOKES, JOEL A	CHIESI, BRIAN	201912270001345	DEED		12/27/2019 1:16:50 PM	191-13-811-052		505000.0000
CHIESI, BRIAN	QUICKEN LOANS INC	201912270001346	DEED OF TRUST		12/27/2019 1:16:50 PM	191-13-811-052		0.0000
MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC	FIRST AMERICAN TITLE INSURANCE COMPANY	202002060000198	SUBSTITUTION	TRUSTEE	2/6/2020 8:00:36 AM	191-13-811-052		0.0000
FIRST AMERICAN TITLE INSURANCE COMPANY	STOKES, JOEL A	202002060000199	RECONVEYANCE		2/6/2020 8:00:36 AM	191-13-811-052		0.0000

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. **does not affirm that the statements made are true, correct or with authority**

Date of Assignment: October 23rd, 2014 **BANA had no interest to assign**
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 **no disclosed power of attorney from BANA gave NSM the authority to execute this**
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

No consideration was given because NSM did this on its own, not BANA.
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.

BANA had no interest

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*

See NSM's 2/21/19 and 2/28/19 RESPS to ROGs. NSM refused to provide any info, and then rescinded

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2 this 12/1/14 claim on 2/25/19, recorded 3/8/19, one week after the end of discovery..

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 NSM does not have BANA power of attorney
BANA did not have any interest to assign

By: Nisha Dietrich NSM employee, I think, from Texas
Nisha Dietrich
Assistant Secretary

Asst Secretary is the title used when a servicer is using one of its employees to execute an assignment from MERS, that holds the beneficial interest as the nominee of the lender. It doesn't make sense if they STATE OF Nebraska are pretending BANA is making the assignment.

COUNTY OF Scotts Bluff
Texas requires a notary journal like Nevada. Nebraska does not (I called the Nebraska secretary of state.)

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* NATT01NATNA00000000000000000521839*
NVCLARK* 0618315261 NVCLARK_TRUST_ASSIGN_ASSN * *CKNATN*

NSM's 1/22/15 Request for Notice does not reflect
NSM's 12/1/14 recorded claim that NSM owned
the DOT.

Inst #: 20150122-0001850

Fees: \$17.00

N/C Fee: \$0.00

01/22/2015 09:10:12 AM

Receipt #: 2289961

Requestor:

5 ARCH CODE COMPLIANCE LLC

Recorded By: OSA Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052
LOAN NUMBER: 618315261
RECORDING REQUESTED BY:
5 ARCH CODE COMPLIANCE, LLC
WHEN RECORDED MAIL TO:

NATIONSTAR MORTGAGE, LLC
c/o 5 Arch Code Compliance, LLC
P.O. Box 7338
Newport Beach, CA 92658

496.GRC.JD.NV.RFN

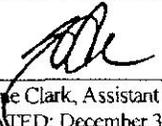
REQUEST FOR NOTICE
Under NRS Chapters 107 and 116

The undersigned is a person with an interest in the real property described herein, having an interest in that certain Deed of Trust, wherein the Trustor is GORDON B. HANSEN, AN UNMARRIED MAN, the Trustee is JOAN H. ANDERSON, and the Beneficiary is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, which was recorded as Instrument No. 20040722-0003507 on 7/22/2004 in the Official Records of Clark County, Nevada. Pursuant to NRS 116.31168, the name(s) of the property owner(s) is/are HANSEN, ESTATE OF GORDON, and the name(s) of the common-interest community/ies is/are SUN CITY ANTHEM. This Request for Notice relates to any liens recorded against the property.

Accordingly, the undersigned hereby requests that a copy of any notice of default and a copy of any notice of sale sent pursuant to NRS Chapters 107 or 116, including but not limited to NRS 107.090 and NRS 116.31168, is mailed to the address listed below.

NATIONSTAR MORTGAGE, LLC

Address for Notices:


Gene Clark, Assistant Secretary
DATED: December 30, 2014

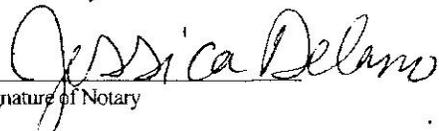
NATIONSTAR MORTGAGE, LLC
c/o 5 Arch Code Compliance, LLC
P.O. Box 7338
Newport Beach, CA 92658

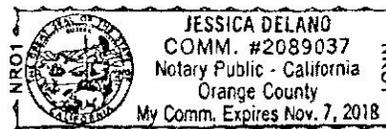
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On December 30, 2014, before me, Jessica Delano, Notary Public, personally appeared, Gene Clark, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



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

This was executed when NSM had a recorded claim , rescinded on 3/8/19, that it was the beneficial owner of the DOT.

Recording Requested By:
Title 365

NSM's false claim to own the DOT was recorded on 12/1/14, over three months after the DOT was extinguished by the 8/15/14 sale

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

A substitution of trustee under a trust deed is a legal document that allows the mortgage lender to change the person or business entity that will carry out the private trustee's foreclosure sale. A substitution of trustee is a legal document that provides public notice regarding a foreclosure.

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

A Substitution of Trustee form is often filed when a loan on real property is paid off or refinanced. Why did NSM record this when nothing was reconveyed?

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 the undersigned is Wells Fargo but executed by NSM as if it had Wells Fargo's undisclosed power of attorney

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.

There is no reason given for substituting the trustee, and i argue that NSM had no authority to execute this.

Wells Fargo's interest in the DOT was allegedly created by the assignment of BANA's interest recorded on 9/9/14. First, BANA had no interest to assign in 2014 as BANA's only recorded claim was by an invalid 4/12/12 recorded assignment for which no notary record of its execution exists. Second, 9/9/14 is nearly a month after the 8/15/14 sale extinguished the DOT.

NSM did not file a lawsuit to void the sale that extinguished the DOT until four months after filing this substitution of trustee. Their motives are clearly not pure.

SUBSTITUTION OF TRUSTEE - PAGE 2

NEVADA

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

Wells Fargo is signatory even though NSM's 12/1/14 claim made NSM the holder of record

NSM 270-272 disclosed a Wells Fargo power of attorney which was inapplicable to this instrument or to this DOT

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

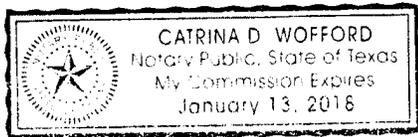
State Of: Texas

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 6th day of August, A.D., 2015.

Catrina D. Wofford (Notary Seal)



5

Inst #: 20160113-0001051
Fees: \$21.00
N/C Fee: \$0.00
01/13/2016 11:42:18 AM
Receipt #: 2657016
Requestor:
JOLLEY URG A WIRTH WOODBURY
Recorded By: SHAWA Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE

Must be typed or printed clearly in black ink only.

APN# 191-13-811-052

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

TITLE OF DOCUMENT (DO NOT Abbreviate)

NOTICE OF LIS PENDENS re A-16-730078-C

NSM filed NSM vs. Opportunity Homes LLC on 1/11/16 when opportunity Homes LLC had no recorded interest after 6/9/15.

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

Recording requested by:

WRIGHT FINLAY

Return to:

Name WRIGHT FINLAY

Address 7785 W. SAHARA AVE. #200

City/State/Zip LAS VEGAS, NV 89117

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

An additional recording fee of \$1.00 will apply.

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

P:\Recorder\FORMS 12_2010



CLERK OF THE COURT

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

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

9 **NATIONSTAR MORTGAGE, LLC,**

10 **Plaintiff,**

11 **vs.**

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

15 **Defendants.**

Case No.: A-16-730078-C

Dept. No.: XXIV

NOTICE OF LIS PENDENS

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

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

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

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

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

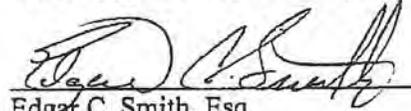
1. For a declaration and determination that Plaintiff's interest is secured against the Property, and that Plaintiff's first Deed of Trust was not extinguished by the HOA Sale;
2. For a declaration and determination that Plaintiff's interest is secured against the Property, and that Plaintiff's first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

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

DATED this 12 day of January, 2016.

WRIGHT, FINLAY & ZAK, LLP



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

AFFIRMATION

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

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

DATED this 12 day of January, 2016.

WRIGHT, FINLAY & ZAK, LLP

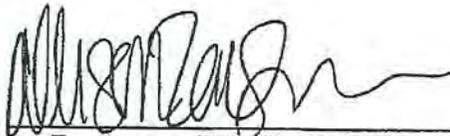


Edgar C. Smith, Esq.
Nevada Bar No. 05506
7785 W. Sahara Ave., Suite 200
Las Vegas, Nevada 89117
Attorneys for Plaintiff, Nationstar Mortgage, LLC

1 **CERTIFICATE OF SERVICE**

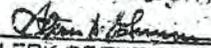
2 Pursuant to NRC 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK,
3 LLP, and that on this 12 day of January, 2016, I did cause a true copy of **NOTICE OF LIS**
4 **PENDENS** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant
5 to NEFR 9, and/or by depositing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

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

12
13 

14 An Employee of WRIGHT, FINLAY & ZAK, LLP

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

27 
28 CLERK OF THE COURT

JAN 12 2016

5

Inst #: 20160607-0001450
Fees: \$21.00
N/C Fee: \$0.00
06/07/2016 11:58:50 AM
Receipt #: 2784663
Requestor:
NATIONWIDE LEGAL
Recorded By: GLORD Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

APN# 191-13-811-052

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

NSM recorded this Lis Pendens when it was granted the right to intervene into A-15-720032
by NEO 6/7/16 ORDER

TITLE OF DOCUMENT
(DO NOT Abbreviate)

NOTICE OF LIS PENDENS

https://drive.google.com/file/d/1LDdPBpZQt0grSo_NFXMB28JPAoMAw48c/view?usp=sharing

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

Jimijack never recorded a LISP for A-15-720032-C

On 5/28/19 Joel & Sandra Stokes recorded a release of NSM's 6/7/16 LISP.

RECORDING REQUESTED BY:
WRIGHT, FINLAY & ZAK, LLP

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

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

Name _____
Address _____
City/State/Zip _____

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



CLERK OF THE COURT

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

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

Plaintiffs,

NOTICE OF LIS PENDENS

vs.

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

Defendants.

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, inclusive; and ROE
CORPORATIONS XI through XX, inclusive,
Counter-Defendants.

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

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

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

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

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

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

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

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

DATED this 3rd day of June, 2016.

WRIGHT, FINLAY & ZAK, LLP

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

AFFIRMATION

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

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

DATED this 3rd day of June, 2016.

WRIGHT, FINLAY & ZAK, LLP

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

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CERTIFICATE OF SERVICE

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

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

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

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

Allison Zeason
CLERK OF THE COURT
JUN 06 2016

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

Space above for Recorder's use

Loan No: [REDACTED] 5261

NSM rescinded its only recorded claim to own the DOT one week after discovery ended and after refusing to produce proof the it owned the DOT. See 2/21/19 and 2/28 NSM RESP to ROGs and RFDs
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: 12/1/14 assignment was executed by NSM as if it held BANA's undisclosed power of attorney, but forgot to mention that here.
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

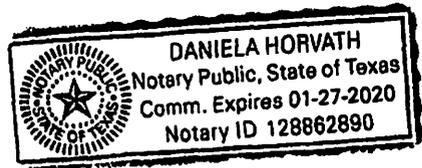
State of Texas
County of Dallas

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.
[Signature]
(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

Recorded one week after end of discovery. See NSM's 2/21/19 and 2/28/19 RESPS to ROGs RFDs. NSM270-272 WF power of attorney is not applicable to this DOT or any assignment.

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

Recording Requested By:
NATIONSTAR MORTGAGE DBA MR. COOPER

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

Inst #: 20190308-0002790
Fees: \$40.00
03/08/2019 02:12:46 PM
Receipt #: 3651599
Requestor:
NATIONSTAR MORTGAGE LLC
Recorded By: DECHO Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: PRIORITY MAIL
Ofc: MAIN OFFICE

BANA had no interest to assign to Wells Fargo on 9/9/14 so WF had no interest to assign to NSM.



CORPORATE ASSIGNMENT OF DEED OF TRUST

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

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

Date of Assignment: February 25th, 2019 **Self-dealing fraud**
Assignor: WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 **NSM claims authority on an undisclosed power of attorney to execute assignment of WELLS Fargo's nonexistent interest to itself.**
Assignee: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER at 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019

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

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

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

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

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:
*VSR*VSRNATN*02/25/2019 10:04:59 AM* NATT01NATNA00000000000000521839*
NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * AM9*AM9NATT*

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 **No disclosed power of attorney**
On February 25th, 2019

By: 
MOHAMED HAMEED, Vice-President

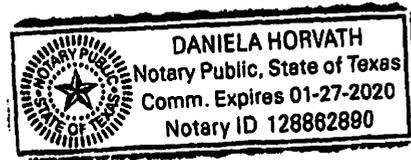
What is Mohamed V-P of? It is the same signature when NSM was pretending it had BANA's power of attorney. No witness this time. No disclaimer of the notary's role as there should have been.

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*

Inst #: 20190603-0001599

Fee: \$40.00

06/03/2019 11:17:45 AM

Receipt #: 3728945

Requestor:

AKERMAN, LLP - LAS VEGAS

Recorded By: OSA Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

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

Recording Requested By:
NATIONSTAR MORTGAGE LLC DBA MR. COOPER

When Recorded Return To:
NATIONSTAR MORTGAGE DBA MR. COOPER
RELEASES
P.O. BOX 619092
DALLAS, TX 75261-9947

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

NATIONSTAR MORTGAGE #:0618315261 "HANSEN" Lender ID:CBA Clark, Nevada
MIN #: 100052550018523257 SIS #: 1-888-679-6377

Substitution and Reconveyance is done when the debt is paid , refinanced or cancelled
THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED
FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY
PERSON.

NATIONSTAR MORTGAGE LLC, D/B/A MR.COOPER is the present Beneficiary of that **FALSE!**
certain Deed of Trust Dated: 07/15/2004 , made by GORDON B. HANSEN, AN UNMARRIED
MAN as Trustor, with JOAN H. ANDERSON. as Trustee, for the benefit of MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WESTERN THRIFT &
LOAN, as Original Beneficiary, which said Deed of Trust was recorded 07/22/2004 in the Office
of the County Recorder of Clark State of Nevada, as Instrument No.: 20040722-0003507 wherein
said present Beneficiary hereby substitutes NATIONSTAR MORTGAGE LLC D/B/A
MR.COOPER as Trustee in lieu of the above-named Trustee under said Deed of Trust.

NSM already recorded a fraudulent Sub of trustee on 8/17/15

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

IN WITNESS WHEREOF, NATIONSTAR MORTGAGE LLC, D/B/A MR.COOPER
8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 as present Beneficiary and
NATIONSTAR MORTGAGE LLC D/B/A MR.COOPER 8950 CYPRESS WATERS BLVD,
COPPELL, TX 75019 as Substituted Trustee, have caused this instrument to be executed, each in
its respective interest;

Mr. Cooper is neither the present beneficiary nor did Mr. Cooper have any legal authority to substitute itself as the new
trustee. If it were, NRS 107.028(2) prohibits serving both as the beneficiary and as the trustee,

NRS107.028 (2). A trustee under a deed of trust must not be the beneficiary of the deed of trust for the purposes of
exercising the power of sale pursuant to NRS 107.080.

*ATR*ATRNATT*05/03/2019 07:46:31 AM* NATTO1NATT00000000000000001940192*
NVCLARK* 0618315281 NVCLARK_TRUST_SUB *ATRNATT*

NATIONSTAR MORTGAGE LLC, D/B/A MR.COOPER
On May 3rd, 2019

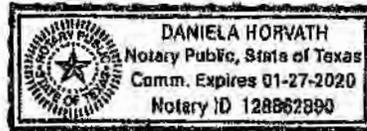
By: [Signature]
Sylvia Ramirez, Vice-President

STATE OF Texas
COUNTY OF Dallas

On May 3rd, 2019, before me, DANIELA HORVATH, a Notary Public in and for Dallas in the State of Texas, personally appeared Sylvia Ramirez, 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,

[Signature]
DANIELA HORVATH
Notary Expires: 01/27/2020 #128862890



(This area for notarial seal)

NATIONSTAR MORTGAGE LLC D/B/A MR.COOPER 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 NATIONSTAR MORTGAGE LLC D/B/A MR.COOPER as Trustee
On May 3rd, 2019

[Signature]
Sylvia Ramirez, ASSISTANT SECRETARY

*ATR*ATRNATT*05/03/2019 07:45:33 AM* NATT01NATT00000000000000001940182*
NVCLARK* 0618315281 NVCLARK_TRUST_SUB * *ATRNATT*

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE Page 3 of 3

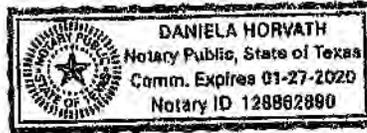
STATE OF Texas
COUNTY OF Dallas

On May 3rd, 2019, before me, DANIELA HORVATH, a Notary Public in and for Dallas in the State of Texas, personally appeared Sylvia Ramirez, 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,



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

*ATR*ATRNATT*05/03/2019 07:45:35 AM* NATTO1NATT00000000000000001940192*
NVCLARK*0618315261 NVCLARK_TRUST_SUB * *ATRNATT*

Inst #: 20190710-0002352
Fee: \$40.00
07/10/2019 02:50:46 PM
Receipt #: 3760929
Requestor:
AKERMAN, LLP - LAS VEGAS
Recorded By: OSA Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

RECORDING COVER PAGE

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

APN# 191-13-811-052

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

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Release of Notice of Lis Pendens

NSM released its 1/13/16 LISP in case A-16-730078-C here on 7/10/19.

NSM' never released the Lis Pendens NSM recorded on 6/7/16.

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

The Stokes released the NSM 6/7/16 Lis Pendens on 5/28/19, a
week before the trial and five days after joel Stokes recorded a
\$355,000 encumbrance by his personal loan from Civic Financial.

RECORDING REQUESTED BY:

Akerman LLP

RETURN TO: Name Akerman LLP

Address 1635 Village Center Circle, Suite 200

City/State/Zip Las Vegas, Nevada 89134

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

Name _____

Address _____

City/State/Zip _____

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

An additional recording fee of \$1.00 will apply.

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

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

P:\Common\Forms & Notices\Cover Page Template Feb2014

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

1 **ROLP**
2 MELANIE D. MORGAN, ESQ.
3 Nevada Bar No. 8215
4 DONNA M. WITTIG, ESQ.
5 Nevada Bar No. 11015
6 AKERMAN LLP
7 1635 Village Center Circle, Suite 200
8 Las Vegas, Nevada 89134
9 Telephone: (702) 634-5000
10 Facsimile: (702) 380-8572
11 Email: melanie.morgan@akerman.com
12 Email: donna.wittig@akerman.com
13
14 *Attorney for Nationstar Mortgage LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

NATIONSTAR MORTGAGE LLC,	Case No.: A-16-730078-C
Plaintiff,	Dept. No.: XXXI
vs.	
OPPORTUNITY HOMES, LLC company; DOES 1 through 10; and ROE Corporation 1 through 10,	RELEASE OF NOTICE OF LIS PENDENS
Defendants.	

17 **NOTICE IS HEREBY GIVEN** that the Notice of Lis Pendens, in relation to the above-
18 entitled action concerning and affecting real property as described herein, recorded on January 13,
19 2016, as Instrument No. 20160113-0001051, is hereby released.

20 This Release of Notice of Lis Pendens affects title of real property located at 2763 White Sage
21 Drive, Henderson, Nevada 89052 with legal description of:

22 **Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM**
23 **UNIT NO. 19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page**
24 **80, in the Office of the County Recorder, Clark County, Nevada**

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

DATED July 10, 2019

AKERMAN LLP

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

Attorneys for Nationstar Mortgage LLC

AKERMAN LLP

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

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. **does not affirm that the statements made are true, correct or with authority**

Date of Assignment: October 23rd, 2014 **BANA had no interest to assign**

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 **no disclosed power of attorney from BANA gave NSM the authority to execute this**

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

No consideration was given because NSM did this on its own, not BANA.

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.

BANA had no interest

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*

See NSM's 2/21/19 and 2/28/19 RESPS to ROGs. NSM refused to provide any info, and then rescinded

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2 this 12/1/14 claim on 2/25/19, recorded 3/8/19, one week after the end of discovery..

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 NSM does not have BANA power of attorney
BANA did not have any interest to assign

By: Nisha Dietrich NSM employee, I think, from Texas
Nisha Dietrich
Assistant Secretary

Asst Secretary is the title used when a servicer is using one of its employees to execute an assignment from MERS, that holds the beneficial interest as the nominee of the lender. It doesn't make sense if they STATE OF Nebraska are pretending BANA is making the assignment.

COUNTY OF Scotts Bluff
Texas requires a notary journal like Nevada. Nebraska does not (I called the Nebraska secretary of state.)

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*

NSM's 1/22/15 Request for Notice does not reflect NSM's 12/1/14 recorded claim that NSM owned the DOT.

Inst #: 20150122-0001850

Fees: \$17.00

N/C Fee: \$0.00

01/22/2015 09:10:12 AM

Receipt #: 2289961

Requestor:

5 ARCH CODE COMPLIANCE LLC

Recorded By: OSA Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052
LOAN NUMBER: 618315261
RECORDING REQUESTED BY:
5 ARCH CODE COMPLIANCE, LLC
WHEN RECORDED MAIL TO:

NATIONSTAR MORTGAGE, LLC
c/o 5 Arch Code Compliance, LLC
P.O. Box 7338
Newport Beach, CA 92658

496.GRC.JD.NV.RFN

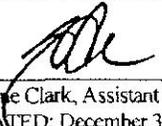
REQUEST FOR NOTICE
Under NRS Chapters 107 and 116

The undersigned is a person with an interest in the real property described herein, having an interest in that certain Deed of Trust, wherein the Trustor is GORDON B. HANSEN, AN UNMARRIED MAN, the Trustee is JOAN H. ANDERSON, and the Beneficiary is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, which was recorded as Instrument No. 20040722-0003507 on 7/22/2004 in the Official Records of Clark County, Nevada. Pursuant to NRS 116.31168, the name(s) of the property owner(s) is/are HANSEN, ESTATE OF GORDON, and the name(s) of the common-interest community/ies is/are SUN CITY ANTHEM. This Request for Notice relates to any liens recorded against the property.

Accordingly, the undersigned hereby requests that a copy of any notice of default and a copy of any notice of sale sent pursuant to NRS Chapters 107 or 116, including but not limited to NRS 107.090 and NRS 116.31168, is mailed to the address listed below.

NATIONSTAR MORTGAGE, LLC

Address for Notices:


Gene Clark, Assistant Secretary
DATED: December 30, 2014

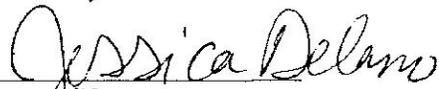
NATIONSTAR MORTGAGE, LLC
c/o 5 Arch Code Compliance, LLC
P.O. Box 7338
Newport Beach, CA 92658

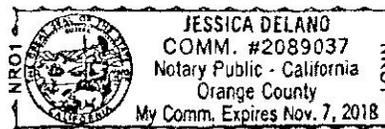
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On December 30, 2014, before me, Jessica Delano, Notary Public, personally appeared, Gene Clark, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



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

This was executed when NSM had a recorded claim , rescinded on 3/8/19, that it was the beneficial owner of the DOT.

Recording Requested By:
Title 365

NSM's false claim to own the DOT was recorded on 12/1/14, over three months after the DOT was extinguished by the 8/15/14 sale

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

A substitution of trustee under a trust deed is a legal document that allows the mortgage lender to change the person or business entity that will carry out the private trustee's foreclosure sale. A substitution of trustee is a legal document that provides public notice regarding a foreclosure.

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

A Substitution of Trustee form is often filed when a loan on real property is paid off or refinanced. Why did NSM record this when nothing was reconveyed?

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 the undersigned is Wells Fargo but executed by NSM as if it had Wells Fargo's undisclosed power of attorney

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.

There is no reason given for substituting the trustee, and i argue that NSM had no authority to execute this.

Wells Fargo's interest in the DOT was allegedly created by the assignment of BANA's interest recorded on 9/9/14. First, BANA had no interest to assign in 2014 as BANA's only recorded claim was by an invalid 4/12/12 recorded assignment for which no notary record of its execution exists. Second, 9/9/14 is nearly a month after the 8/15/14 sale extinguished the DOT.

NSM did not file a lawsuit to void the sale that extinguished the DOT until four months after filing this substitution of trustee. Their motives are clearly not pure.

SUBSTITUTION OF TRUSTEE - PAGE 2

NEVADA

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

Wells Fargo is signatory even though NSM's 12/1/14 claim made NSM the holder of record

NSM 270-272 disclosed a Wells Fargo power of attorney which was inapplicable to this instrument or to this DOT

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

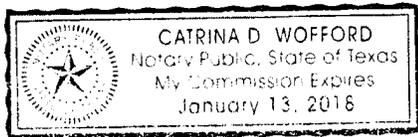
State Of: Texas

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 6th day of August, A.D., 2015.

Catrina D. Wofford (Notary Seal)



5

Inst #: 20160113-0001051
Fees: \$21.00
N/C Fee: \$0.00
01/13/2016 11:42:18 AM
Receipt #: 2657016
Requestor:
JOLLEY URG A WIRTH WOODBURY
Recorded By: SHAWA Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE

Must be typed or printed clearly in black ink only.

APN# 191-13-811-052

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

TITLE OF DOCUMENT (DO NOT Abbreviate)

NOTICE OF LIS PENDENS

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

Recording requested by:

WRIGHT FINLAY

Return to:

Name WRIGHT FINLAY

Address 7785 W. SAHARA AVE. #200

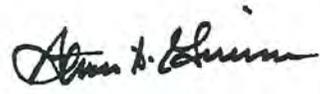
City/State/Zip LAS VEGAS, NV 89117

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

An additional recording fee of \$1.00 will apply.

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

P:\Recorder\FORMS 12_2010



CLERK OF THE COURT

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

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 NATIONSTAR MORTGAGE, LLC,
10 Plaintiff,

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

11 vs.

NOTICE OF LIS PENDENS

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

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

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

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

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

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

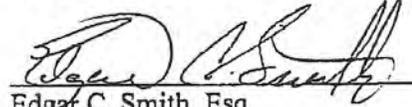
1. For a declaration and determination that Plaintiff's interest is secured against the Property, and that Plaintiff's first Deed of Trust was not extinguished by the HOA Sale;
2. For a declaration and determination that Plaintiff's interest is secured against the Property, and that Plaintiff's first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

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

DATED this 12 day of January, 2016.

WRIGHT, FINLAY & ZAK, LLP



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

AFFIRMATION

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

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

DATED this 12 day of January, 2016.

WRIGHT, FINLAY & ZAK, LLP



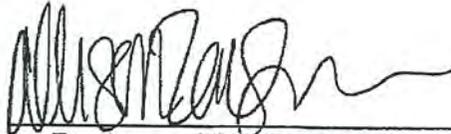
Edgar C. Smith, Esq.
Nevada Bar No. 05506
7785 W. Sahara Ave., Suite 200
Las Vegas, Nevada 89117
Attorneys for Plaintiff, Nationstar Mortgage, LLC

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CERTIFICATE OF SERVICE

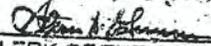
Pursuant to NRCPC 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 12 day of January, 2016, I did cause a true copy of NOTICE OF LIS PENDENS to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9, and/or by depositing a true and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

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



An Employee of WRIGHT, FINLAY & ZAK, LLP

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


CLERK OF THE COURT

JAN 12 2016

5

Inst #: 20160607-0001450

Fees: \$21.00

N/C Fee: \$0.00

06/07/2016 11:58:50 AM

Receipt #: 2784663

Requestor:

NATIONWIDE LEGAL

Recorded By: GLORD Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING COVER PAGE

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

APN# 191-13-811-052

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

TITLE OF DOCUMENT

(DO NOT Abbreviate)

NOTICE OF LIS PENDENS

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

RECORDING REQUESTED BY:

WRIGHT, FINLAY & ZAK, LLP

RETURN TO: Name WRIGHT, FINLAY & ZAK, LLP

Address 7785 W SAHARA AVE #200

City/State/Zip LAS VEGAS, NV 89117

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

Name _____

Address _____

City/State/Zip _____

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

An additional recording fee of \$1.00 will apply.

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



CLERK OF THE COURT

1 **NOLP**

2 **WRIGHT, FINLAY & ZAK, LLP**
3 Edgar C. Smith, Esq.
4 Nevada Bar No. 05506
5 7785 W. Sahara Ave., Suite 200
6 Las Vegas, Nevada 89117
7 (702) 475-7964; Fax: (702) 946-1345
8 esmith@wrightlegal.net

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

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

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

15 **Plaintiffs,**

16 **vs.**

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

21 **Defendants.**

22 **NATIONSTAR MORTGAGE, LLC,**

23 **Counterclaimant,**

24 **vs.**

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

Case No.: A-15-720032-C

Dept. No.: XXXI

NOTICE OF LIS PENDENS

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

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

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

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

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

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

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

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

DATED this 3rd day of June, 2016.

WRIGHT, FINLAY & ZAK, LLP

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

AFFIRMATION

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

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

DATED this 3rd day of June, 2016.

WRIGHT, FINLAY & ZAK, LLP

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

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CERTIFICATE OF SERVICE

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

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

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

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

Allison Zason
CLERK OF THE COURT
JUN 06 2016

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

Space above for Recorder's use

Loan No: [REDACTED] 5261

NSM rescinded its only recorded claim to own the DOT one week after discovery ended and after refusing to produce proof the it owned the DOT. See 2/21/19 and 2/28 NSM RESP to ROGs and RFDs
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: **12/1/14 assignment was executed by NSM as if it held BANA's undisclosed power of attorney, but forgot to mention that here.**
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

NSM executed the rescission as if it held BANA's undisclosed power of attorney

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



Strange signature

Witness Name: OMAR JASPER

No verification of the truthfulness, accuracy or validity of the document

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

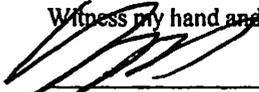
State of Texas
County of Dallas

FEB 25 2019

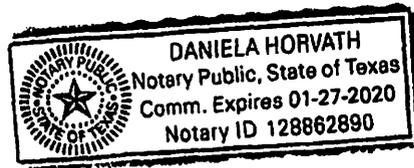
Daniela Horvath

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

Witness my hand and official seal.



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



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

Recorded one week after end of discovery. See NSM's 2/21/19 and 2/28/19 RESPS to ROGs RFDs. NSM270-272 WF power of attorney is not applicable to this DOT or any assignment.

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

Recording Requested By:
NATIONSTAR MORTGAGE DBA MR. COOPER

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

Inst #: 20190308-0002790
Fees: \$40.00
03/08/2019 02:12:46 PM
Receipt #: 3651599
Requestor:
NATIONSTAR MORTGAGE LLC
Recorded By: DECHO Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: PRIORITY MAIL
Ofc: MAIN OFFICE

BANA had no interest to assign to Wells Fargo on 9/9/14 so WF had no interest to assign to NSM.



CORPORATE ASSIGNMENT OF DEED OF TRUST

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

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

Date of Assignment: February 25th, 2019 **Self-dealing fraud**
Assignor: WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 **NSM claims authority on an undisclosed power of attorney to execute assignment of WELLS Fargo's nonexistent interest to itself.**
Assignee: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER at 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019

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

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

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

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

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:
*VSR*VSRNATN*02/25/2019 10:04:59 AM* NATT01NATNA00000000000000521839*
NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * AM9*AM9NATT*

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 **No disclosed power of attorney**
On February 25th, 2019

By: 
MOHAMED HAMEED, Vice-President

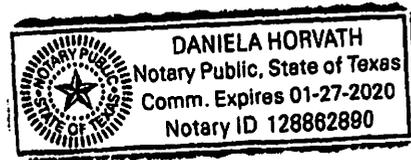
What is Mohamed V-P of? It is the same signature when NSM was pretending it had BANA's power of attorney. No witness this time. No disclaimer of the notary's role as there should have been.

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*

Mr Cooper was not the beneficiary and was not a party to the consolidated cases.

Mr Cooper was not a party to the Jimijack-Nationstar settlement, recorded on 5/23/19

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

Recording Requested By:
NATIONSTAR MORTGAGE LLC DBA MR. COOPER

When Recorded Return To:
NATIONSTAR MORTGAGE DBA MR. COOPER
RELEASES
P.O. BOX 619092
DALLAS, TX 75261-9947

Inst #: 20190603-0001599

Fee: \$40.00

06/03/2019 11:17:45 AM two days before the trial

Receipt #: 3728945

Requestor:

AKERMAN, LLP - LAS VEGAS

Recorded By: CBA Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

NATIONSTAR MORTGAGE #:0618315261 "HANSEN" Lender ID:CBA Clark, Nevada
MIN #: 100052550018523257 SIS #: 1-888-679-6377

Substitution and Reconveyance is done when the debt is paid , refinanced or cancelled
THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

NATIONSTAR MORTGAGE LLC, D/B/A MR.COOPER is the present Beneficiary of that certain Deed of Trust Dated: 07/15/2004 , made by GORDON B. HANSEN, AN UNMARRIED MAN as Trustor, with JOAN H. ANDERSON. as Trustee, for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WESTERN THRIFT & LOAN, as Original Beneficiary, which said Deed of Trust was recorded 07/22/2004 in the Office of the County Recorder of Clark State of Nevada, as Instrument No.: 20040722-0003507 wherein said present Beneficiary hereby substitutes NATIONSTAR MORTGAGE LLC D/B/A MR.COOPER as Trustee in lieu of the above-named Trustee under said Deed of Trust.

FALSE!

The trustee on this date was First American Trustee Servicing Solutions, LLC, based in Westlake Texas, that NSM, acting on Wells Fargo's undisclosed power of attorney, substituted for Joan H Anderson

NSM already recorded a fraudulent Sub of trustee on 8/17/15

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

IN WITNESS WHEREOF, NATIONSTAR MORTGAGE LLC, D/B/A MR.COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 as present Beneficiary and NATIONSTAR MORTGAGE LLC D/B/A MR.COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 as Substituted Trustee, have caused this instrument to be executed, each in its respective interest;

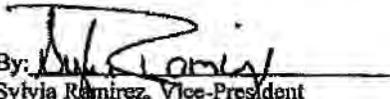
Mr. Cooper is neither the present beneficiary nor did Mr. Cooper have any legal authority to substitute itself as the new trustee. If it were, NRS 107.028(2) prohibits serving both as the beneficiary and as the trustee,

NRS107.028 (2). A trustee under a deed of trust must not be the beneficiary of the deed of trust for the purposes of exercising the power of sale pursuant to NRS 107.080.

*ATR*ATRNATT*05/03/2019 07:46:31 AM* NATTO1NATT00000000000000001940192*
NVCLARK 0618315281 NVCLARK_TRUST_SUB *ATRNATT*

NATIONSTAR MORTGAGE LLC, D/B/A MR.COOPER
On May 3rd, 2019

Nationstar didn't fake having Wells Fargo's power of attorney like on 8/17/15 and on 2/25/19, recorded on 3/8/19,.

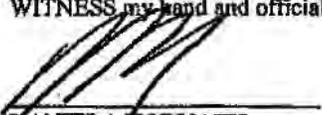
By: 
Sylvia Ramirez, Vice-President

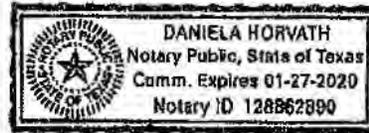
Nationstar disclosed on 2//27/19 page 7 in its supplemental response to my interrogatories that it was the servicing bank since 12/1/13 acting for Wells Fargo, two days after Mohamed Hameed, claiming to be Wells Fargo V-P assigned the hansen DOT to Nationstar.

STATE OF Texas
COUNTY OF Dallas

On May 3rd, 2019, before me, DANIELA HORVATH, a Notary Public in and for Dallas in the State of Texas, personally appeared Sylvia Ramirez, 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

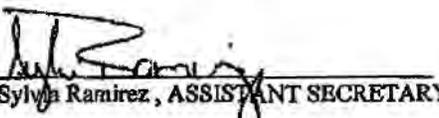


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NATIONSTAR MORTGAGE LLC D/B/A MR.COOPER hereby accepts said appointment as Trustee under said Deed of Trust and as Successor Trustee pursuant to the request of said present Beneficiary and in accordance with the provisions of said Deed of Trust does hereby reconvey without warranty to the person or persons legally entitled thereto all estate now held by it under said Deed of Trust.

This is NSM's sneaky, fraudulent way to remove the lien of the disputed Hansen DOT by reconveying it to Joel Stokes instead of the estate of Gordon Hansen

By NATIONSTAR MORTGAGE LLC D/B/A MR.COOPER as Trustee
On May 3rd, 2019


Sylvia Ramirez, ASSISTANT SECRETARY

This is grand larceny in my book in addition to violating NRS 205.330, NRS 205.395, NRS 205.377, NRS 207.360(9), (18), (30) and NRS 207.400, and I request that these fraudulent claims be investigated and prosecuted criminally.

*ATR*ATRNATT*05/03/2019 07:45:33 AM* NATT01NATT00000000000000001940182*
NVCLARK* 0618315281 NVCLARK_TRUST_SUB * *ATRNATT*

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE Page 3 of 3

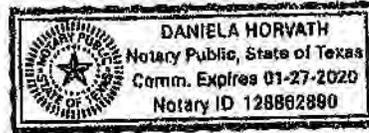
STATE OF Texas
COUNTY OF Dallas

On May 3rd, 2019, before me, DANIELA HORVATH, a Notary Public in and for Dallas in the State of Texas, personally appeared Sylvia Ramirez, 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,



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

*ATR*ATRNATT*05/03/2019 07:45:35 AM* NATTO1NATT00000000000000001940192*
NVCLARK* 0618315261 NVCLARK_TRUST_SUB * *ATRNATT*

Inst #: 20190710-0002352
Fee: \$40.00
07/10/2019 02:50:48 PM
Receipt #: 3760929
Requestor:
AKERMAN, LLP - LAS VEGAS
Recorded By: OSA Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

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

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

TITLE OF DOCUMENT
(DO NOT Abbreviate)

Release of Notice of Lis Pendens

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

RECORDING REQUESTED BY:

Akerman LLP

RETURN TO: Name Akerman LLP

Address 1635 Village Center Circle, Suite 200

City/State/Zip Las Vegas, Nevada 89134

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

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.
An additional recording fee of \$1.00 will apply.
To print this document properly, do not use page scaling.
Using this cover page does not exclude the document from assessing a noncompliance fee.
P:\Common\Forms & Notices\Cover Page Template Feb2014

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

Attorney for Nationstar Mortgage LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

NATIONSTAR MORTGAGE LLC,
Plaintiff,

vs.

OPPORTUNITY HOMES, LLC company;
DOES 1 through 10; and ROE Corporation 1
through 10,

Defendants.

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

RELEASE OF NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that the Notice of Lis Pendens, in relation to the above-entitled action concerning and affecting real property as described herein, recorded on January 13, 2016, as Instrument No. 20160113-0001051, is hereby released.

This Release of Notice of Lis Pendens affects title of real property located at 2763 White Sage Drive, Henderson, Nevada 89052 with legal description of:

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

49337521;1

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

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and more particularly described as Clark County Assessor Parcel No. 191-13-811-052.
DATED July 10, 2019

AKERMAN LLP

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

Attorneys for Nationstar Mortgage LLC

AKERMAN LLP

1635 VILLAGE CENTER CIRCLE, SUITE 200
LAS VEGAS, NEVADA 89134
TEL.: (702) 634-5000 -- FAX: (702) 360-8572

49337521;1

EX PARTE COMMUNICATIONS

Rule 2.9. Ex Parte Communications

Rule 2.2. Impartiality and Fairness

Rule 2.4. External Influences on Judicial Conduct

Rule 2.6. Ensuring the Right to Be Heard

Rule 2.7. Responsibility to Decide

Rule 1.2. Promoting Confidence in the Judiciary

BACKGROUND

In 2016 I filed an [affidavit](#) stating that I had evidence that neither Nationstar nor Jimijack had standing to be in the case. Nationstar's claims to be the beneficial owner of the Hansen deed of trust were provably false by the evidence I possessed. Jimijack did not have an admissible deed. The ex parte meeting obstructed judicial scrutiny of my evidence and adjudication of my claims.

Tobin-Hansen MINV into A-16-730078-C was to void the sale subject to the Hansen DOT.
Tobin made it clear that NSM did not have standing to foreclose. NSM used fraudulent means

RELEVANT PROVISIONS 9/23/16 TOBIN AFFD

Page	From	To	Quotes from 9/23/16 Tobin AFFD	to avoid the sale being voided in favor of Tobin as NSM could not foreclose on Tobin. on a DOT Tobin could prove it did not own.
19	20		"... motion to intervene was in concert with NSM, i.e., to have the court declare the HOA sale invalid,	
22	23		...NSM prayed, among other things to have the court declare that the August 15, 2014 foreclosure sale was void for violations of due process and further that the HOA sale conveyed no interest in the subject property to Op Homes as the high bidder.	
5	10	14	Our intervention into the former case was to support NSM's claim that the HOA sale was in valid, for the same as well as for different reasons, but also to pray that once the defective HOA sale was voided by the court, title should return to the equitable owner (the Trust) by placing the parties back as they were, i.e., to re-gain whatever title or security interests they actually held, on the day prior to the sale.	
15	16	23	In our scenario, NSM would retain whatever security interest they had (and could legitimately prove they had in the first deed of trust on August 14, 2014 and no more.	
17	19	24	Our prayer to the court would be 1) void the sale, 2) give back the title to us as the equitable titleholders prior to the fraudulent HOA sale, and 3) not allow NSM's claims to a security interest prevail by bypassing the requirements of Nevada's 2011 anti-foreclosure fraud law." (AB 284 2011)	
	19	21	I believe NSM's claims are clearly contradicted by evidence I possess.	
7	17	20	36. we have substantial claims against Plaintiffs Joel and Sandra Stokes which include the fact ha the sole document that conveyed interest in the property to the Plaintiffs was a quit claim deed that was fraudulently notarized...."	

Jimijack never produced a valid deed. JJ's 3/13/17 answer to Tobin's 2/1/17 AACC was just a blanket deniel based on no evidence and citing no legal authorities

Jimijack transferred all its interest to Joel Stokes, an individual, on 5/1/19

Jimijack went into trial with no recorded claim and Joel Stokes was not a party at the trial.

12/12/19 Nationstar filed a duplicitous joinder to the HOA's motion for summary judgment against the Hansen Trust (but not vs. me as an individual)

Joel E. Stokes and Sandra F. Stokes, as trustees of the Jimjack Irrevocable Trust
v. Bank of America, N.A.
Case No. A-15-720032-C

1 Defendant in Intervention/Counterclaimant, Nationstar Mortgage LLC, submits its limited
2 joinder to Cross-Defendant Sun City Anthem Community Association's (the HOA) motion for
3 summary judgment, filed February 5, 2019, pursuant to EDCR 2.20(d).
4
5 Nationstar adopts the statement of undisputed material facts, arguments, and legal authority
6 set forth in the HOA's motion as though fully set forth herein to the extent they establish the absence
7 of a genuine issue of material fact that the HOA conducted a proper foreclosure of the sub-priority
8 portion of its lien. The motion does not address the effect of the HOA's foreclosure on the deed of
9 trust recorded July 22, 2004. However, out of an abundance of caution, Nationstar expressly reserves
10 the right to challenge the HOA's foreclosure to the extent any party claims it extinguished the deed of
11 trust. Nationstar maintains that the superpriority lien was satisfied and, therefore, discharged due to
12 Miles Bauer's pre-sale tender.¹ Nationstar intends to separately move for summary judgment prior to
13 the April 1, 2019 dispositive motion deadline but files this Joinder in furtherance of narrowing the
14 issues of this case.
15
16 Dated: February 12, 2019
17
18 AKERMAN LLP
19
20 /s/Melanie D. Morgan
21 MELANIE D. MORGAN, ESQ.
Nevada Bar No. 8215
THERA A. COOPER, ESQ.
Nevada Bar No. 13468
1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134

Attorneys for Nationstar Mortgage LLC

Unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Initials: *TSK*

MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01
© 1999-2002 Online Documents, Inc. Page 2 of 3 F3150RLU 020 07-14-2004 15:0

Nationstar is duplicitous because:

1. There was no subpriority portion of the lien in May 2013 when Miles Bauer tendered \$825 as only nine months were then delinquent.
2. Nationstar had refused in 2018 to join me in a motion for summary judgment to void the sale in its entirety that would have allowed us both to regain title rights lost by the defective HOA foreclosure. Therefore, filing this joinder had no proper purpose. It was intended to evade detection that it had no standing to foreclose by suppressing my evidence and obstructing my case.
3. The [sworn affidavit that I put into the court record in 2016](#) stated that Nationstar's claim to be the beneficial owner of the Hansen deed of trust was refuted by evidence I possess.
4. Nationstar [rescinded its 12/1/14 claim to be B of A's successor in interest on 2/25/19](#), but did not disclose it until 3/12/19, two weeks after the end of discovery.
5. Nationstar never filed any claims against me or the Hansen Trust, and this joinder is solely to a partial MSJ against the Hansen Trust's quiet title claim.
6. Nationstar's [3/21/19 MSJ vs. Jimijack](#) contains provably false claims. Nationstar did not file it against either me or against the Hansen Trust in an obvious attempt to suppress evidence.
7. The [PUD Rider](#) says delinquent HOA dues tendered by a lender are added to the loan balance with interest unless the borrower agrees otherwise.

3/18/19 NITD Nationstar filed a three-day notice to take default against Jimijack

<p>1 NITD 2 MELANIE D. MORGAN, ESQ. 3 Nevada Bar No. 8215 4 THERA A. COOPER, ESQ. 5 Nevada Bar No. 13468 6 AKERMAN LLP 7 1635 Village Center Circle, Suite 200 8 Las Vegas, Nevada 89134 9 Telephone: (702) 634-5000 10 Facsimile: (702) 380-8572 11 Email: melanie.morgan@akerman.com 12 Email: thera.cooper@akerman.com</p> <p>13 <i>Attorneys for Defendant in 14 Intervention/Counterclaimant, 15 Nationstar 16 Mortgage LLC</i></p> <p>17 DISTRICT COURT 18 CLARK COUNTY, NEVADA</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>19 JOEL A. STOKES and SANDRA F. STOKES, 20 as trustees of the JIMIJACK IRREVOCABLE 21 TRUST, 22 vs. 23 Plaintiffs,</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Case No.: A-15-720032-C Consolidated with: A-16-730078-C Dept No. XXXI</p> </td> </tr> <tr> <td style="vertical-align: top;"> <p>24 BANK OF AMERICA, N.A., 25 Defendant,</p> </td> <td style="vertical-align: top;"> <p>NATIONSTAR MORTGAGE LLC'S THREE DAY NOTICE OF INTENT TO TAKE DEFAULT AGAINST JIMIJACK IRREVOCABLE TRUST</p> </td> </tr> </table> <p>26 NATIONSTAR MORTGAGE LLC 27 vs. 28 Counter-Claimant, 29 JIMIJACK IRREVOCABLE TRUST, 30 Counter-Defendant.</p>	<p>19 JOEL A. STOKES and SANDRA F. STOKES, 20 as trustees of the JIMIJACK IRREVOCABLE 21 TRUST, 22 vs. 23 Plaintiffs,</p>	<p>Case No.: A-15-720032-C Consolidated with: A-16-730078-C Dept No. XXXI</p>	<p>24 BANK OF AMERICA, N.A., 25 Defendant,</p>	<p>NATIONSTAR MORTGAGE LLC'S THREE DAY NOTICE OF INTENT TO TAKE DEFAULT AGAINST JIMIJACK IRREVOCABLE TRUST</p>	<p style="text-align: center;">Electronically Filed 3/18/2019 3:23 PM Steven D. Gieserson CLERK OF THE COURT <i>Steven D. Gieserson</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>1 NONA TOBIN, an individual, and Trustee of 2 the GORDON B. HANSEN TRUST. Dated 3 8/22/08, 4 Counter-Claimant. 5 vs. 6 JOEL A. STOKES and SANDRA F. STOKES, 7 as trustees of the JIMIJACK IRREVOCABLE 8 TRUST, SUN CITY ANTHEM 9 COMMUNITY ASSOCIATION, INC. YUEN 10 K. LEE, an individual, d/b/a Manager, F. 11 BONDURANT, LLC, and DOES 1-10, and 12 ROE CORPORATIONS 1-10, inclusive. 13 Counter-Defendants.</p></td> <td style="width: 50%; vertical-align: top;"> <p>14 PLEASE TAKE NOTICE that Counterclaimant Nationstar Mortgage LLC (Nationstar) by 15 and through its attorneys at the law firm AKERMAN LLP, intends to take the Default of Counter- 16 Defendant Jimijack Irrevocable Trust (Jimijack) unless Jimijack files an answer or other responsive 17 pleading to Nationstar's Answer to Plaintiff's Complaint and Counterclaim within three (3) days of 18 this notice. 19 DATED March 18, 2019</p> <p style="text-align: right;">AKERMAN LLP /s/Melanie D. Morgan MELANIE D. MORGAN, ESQ. Nevada Bar No. 8215 THERA A. COOPER, ESQ. Nevada Bar No. 13468 1635 Village Center Circle, Suite 200 Las Vegas, NV 89134 <i>Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage LLC</i></p> </td> </tr> </table>	<p>1 NONA TOBIN, an individual, and Trustee of 2 the GORDON B. HANSEN TRUST. Dated 3 8/22/08, 4 Counter-Claimant. 5 vs. 6 JOEL A. STOKES and SANDRA F. STOKES, 7 as trustees of the JIMIJACK IRREVOCABLE 8 TRUST, SUN CITY ANTHEM 9 COMMUNITY ASSOCIATION, INC. YUEN 10 K. LEE, an individual, d/b/a Manager, F. 11 BONDURANT, LLC, and DOES 1-10, and 12 ROE CORPORATIONS 1-10, inclusive. 13 Counter-Defendants.</p>	<p>14 PLEASE TAKE NOTICE that Counterclaimant Nationstar Mortgage LLC (Nationstar) by 15 and through its attorneys at the law firm AKERMAN LLP, intends to take the Default of Counter- 16 Defendant Jimijack Irrevocable Trust (Jimijack) unless Jimijack files an answer or other responsive 17 pleading to Nationstar's Answer to Plaintiff's Complaint and Counterclaim within three (3) days of 18 this notice. 19 DATED March 18, 2019</p> <p style="text-align: right;">AKERMAN LLP /s/Melanie D. Morgan MELANIE D. MORGAN, ESQ. Nevada Bar No. 8215 THERA A. COOPER, ESQ. Nevada Bar No. 13468 1635 Village Center Circle, Suite 200 Las Vegas, NV 89134 <i>Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage LLC</i></p>
<p>19 JOEL A. STOKES and SANDRA F. STOKES, 20 as trustees of the JIMIJACK IRREVOCABLE 21 TRUST, 22 vs. 23 Plaintiffs,</p>	<p>Case No.: A-15-720032-C Consolidated with: A-16-730078-C Dept No. XXXI</p>						
<p>24 BANK OF AMERICA, N.A., 25 Defendant,</p>	<p>NATIONSTAR MORTGAGE LLC'S THREE DAY NOTICE OF INTENT TO TAKE DEFAULT AGAINST JIMIJACK IRREVOCABLE TRUST</p>						
<p>1 NONA TOBIN, an individual, and Trustee of 2 the GORDON B. HANSEN TRUST. Dated 3 8/22/08, 4 Counter-Claimant. 5 vs. 6 JOEL A. STOKES and SANDRA F. STOKES, 7 as trustees of the JIMIJACK IRREVOCABLE 8 TRUST, SUN CITY ANTHEM 9 COMMUNITY ASSOCIATION, INC. YUEN 10 K. LEE, an individual, d/b/a Manager, F. 11 BONDURANT, LLC, and DOES 1-10, and 12 ROE CORPORATIONS 1-10, inclusive. 13 Counter-Defendants.</p>	<p>14 PLEASE TAKE NOTICE that Counterclaimant Nationstar Mortgage LLC (Nationstar) by 15 and through its attorneys at the law firm AKERMAN LLP, intends to take the Default of Counter- 16 Defendant Jimijack Irrevocable Trust (Jimijack) unless Jimijack files an answer or other responsive 17 pleading to Nationstar's Answer to Plaintiff's Complaint and Counterclaim within three (3) days of 18 this notice. 19 DATED March 18, 2019</p> <p style="text-align: right;">AKERMAN LLP /s/Melanie D. Morgan MELANIE D. MORGAN, ESQ. Nevada Bar No. 8215 THERA A. COOPER, ESQ. Nevada Bar No. 13468 1635 Village Center Circle, Suite 200 Las Vegas, NV 89134 <i>Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage LLC</i></p>						

Nationstar could have taken default anytime over nearly three years, for Jimijack’s not answering Nationstar’s 6/2/16 AACC answer, affirmative defenses and counterclaims vs. Jimijack, but a Jimijack default would not have accomplished Nationstar’s corrupt purpose.

Preventing the HOA sale from being voided in its entirety and title going to me was necessary because Nationstar knew I knew it did not have standing to foreclose, and knew I could prove it.

Nationstar’s participation in the HOA foreclosure quiet title action was for the sole purpose of circumventing the NRS 107 foreclosure requirements that it knew it could not circumvent if it tried to foreclose on me.

The Akerman attorneys in this case have successfully perpetrated this fraud on other courts representing other corrupt lenders, e.g., A-14- 710161-C and [“We can learn a lot from this Spanish Trail HOA case”](#) On 3/21/19 without waiting for a response from Jimijack, the only party in default, Nationstar filed a motion for summary judgment for quiet title against only Jimijack and unilaterally dismissed its only valid claim (unjust enrichment) against Jimijack despite the fact the Jimijack had never paid on the disputed Hansen deed of trust (in default since 2011) or property taxes while collecting rent for over four years. Nationstar admitted in discovery it had paid over \$47,000 that Jimijack, the party in possession should have paid. Nationstar had no unjust enrichment claim against me or the Hansen Trust and did not name either me individually or the Hansen Trust in its

3/21/19 MSJ for quiet title. Page 2-3 shows Nationstar was aware of, and was attempting to evade the court's detection of, its fraudulent claims.

1 MELANIE D. MORGAN, ESQ.
2 Nevada Bar No. 8215
3 THERA A. COOPER, ESQ.
4 Nevada Bar No. 13468
5 AKERMAN LLP
6 1635 Village Center Circle, Suite 200
7 Las Vegas, Nevada 89134
8 Telephone: (702) 634-5000
9 Facsimile: (702) 380-8572
10 Email: melanie.morgan@akerman.com
11 Email: thera.cooper@akerman.com
12 Attorney for Nationstar Mortgage LLC

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48349822.1
48378196.1

Case No.: A-15-720032-C
Consolidated with: A-16-730078-C
Dept. No.: XXXI
HEARING REQUESTED
**NATIONSTAR MORTGAGE LLC'S
MOTION FOR SUMMARY JUDGMENT**

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

4. BANA assigned the deed of trust to Wells Fargo Bank, N.A. as successor to Wachovia Bank, N.A. FKA First Union Bank by an assignment recorded on September 9, 2014. (Ex. C, September 9, 2014 assignment.)

1 Nationstar abandons its claim for unjust enrichment against Jimijack.
2 Alternately, if the court determines the HOA foreclosed on the superpriority portion of its lien, the sale should be set aside because the wide price/value disparity was caused by unfairness, oppression, or fraud in the sale. Although Nationstar does not seek summary judgment under a theory of equitable balancing in this motion, it does not waive this defense to extinguishment.

5. After BANA assigned its interest to Wells Fargo, an assignment outside the chain of title from BANA to Nationstar was recorded on December 1, 2014 (Ex. D, December 1, 2014 assignment.)

5. Wells Fargo assigned the deed of trust to Nationstar by an assignment recorded on March 8, 2019. (Ex. E, March 8, 2019 assignment.)

6. Nationstar has serviced the loan since December 1, 2013. BANA serviced the loan immediately prior to Nationstar. (Ex. F, servicing transfer letter; Ex. G, interrogatory responses at No. 2.)

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3/21/2019 3:52 PM
Steven D. Grierson
CLERK OF THE COURT
Steven D. Grierson

CLARK COUNTY, NEVADA
TEL: (702) 438-1000 FAX: (702) 438-0077

1st #5.
“outside the chain of title” is Nationstar’s fraudulent misrepresentation of its fraudulent 12/1/14 recorded claim that Nationstar had Bank of America’s power of attorney to execute an assignment of B of A’s interest to Nationstar.

2nd #5 Nationstar does not disclose that also on 3/8/19 Nationstar’s agent Mohammed Hameed acting as B of A V-P rescinded its 12/1/14 claim immediately before Mohamed, acting as Wells Fargo V-P, with no power of attorney, assigned Wells Fargo’s non-existent interest to Nationstar.

Why I fired my attorney and filed Pro Se motions for summary judgment against Nationstar and Jimijack

Judge Kishner's ruled at the 3/26/19 hearing that the HOA's motion and Nationstar's joinder thereto were granted without either the MSJ or the joinder being supported by any verified, corroborated documentary evidence and no consideration of documentary evidence filed in opposition.

[3/26/19 minutes](#) [3/26/19 transcript](#) [3/26/19 video](#) [4/17/19 order \(NEO 4/18/19\)](#)

I was furious with my attorney for not filing my counter motion for summary judgment when I left for vacation the day after the hearing.

April 10, 2019

I filed my opposition and motions for summary judgment from Hawaii where I was on vacation from 3/27/19 to 4/16/19.

On [4/10/19 OPPC](#) I filed a 22-page opposition that included a [motion for summary judgment against Jimijack](#) (pages 11-22), supported by declarations under penalty of perjury supported by documentary evidence (pages 23-97), my 3/14/19 verified complaint against Nationstar to the [Nevada Attorney General \(pages 99-130\)](#) and a draft [motion for summary judgment against all parties](#) (pages 230-245) ([MSJ vs. all and supporting evidence](#) were on pages 131-229) that my counsel of record had failed to file for Judge Kishner's consideration at the 3/26/19 hearing that allowed Judge Kishner to cross-defendant HOA's motion for summary judgment and Nationstar's deceptive joinder thereto without looking at the evidence.

Pages 1-2 4/10/19 OPPC

I requested that my opposition and motion for summary judgment be heard in conjunction with Nationstar's MSJ on 4/23/19.

I accused Nationstar of fraud and Jimijack of not having an admissible deed.

Electronically Filed
4/16/2019 11:17 AM
Steven D. Grierson
CLERK OF THE COURT



1 **OPPC**
2 NONA TOBIN
3 2664 Olivia Heights Avenue
4 Henderson NV 89052
5 Phone: (702) 465-2199
6 nonatobin@gmail.com
7 *Defendants-in Intervention/ Cross-Claimant*
8 *In Proper Person*

DISTRICT COURT
CLARK COUNTY, NEVADA

9 JOEL A. STOKES and SANDRA F.
10 STOKES, as trustees of the JIMJACK
11 IRREVOCABLE TRUST,
12 Plaintiffs,
13 vs.
14 BANK OF AMERICA, N.A.,
15 Defendant.

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

16 NATIONSTAR MORTGAGE, LLC,
17 Counter-Claimant,
18 Vs.
19 JIMJACK IRREVOCABLE TRUST,
20 Counter-Defendant

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

21 NONA TOBIN, an individual, Trustee of the
22 GORDON B. HANSEN TRUST, dated
23 8/22/08
24 Cross-Claimant.

HEARING REQUESTED IN
CONJUNCTION WITH HEARING FOR
NATIONSTAR MSJ SCHEDULED:
APRIL 23, 2019 9:30 AM
HEARING: APRIL 23, 2019 9:30 AM

25 vs.
26 JOEL A. STOKES and SANDRA F.
27 STOKES, as trustees of the JIMJACK
IRREVOCABLE TRUST, SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
INC., Yuen K. Lee, an individual, d/b/a
Manager, F. Bondurant, LLC, and DOES 1-
10 AND ROE CORPORATIONS 1-10,
inclusive
Cross-Defendant

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

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

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

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

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

16 Tobin's counter motion seeks to quiet title in her favor against Jimijack, on different
17 grounds, i.e., Tobin's March 28, 2017 deed has priority over Jimijack's inadmissible deed,
18 recorded June 9, 2015. Tobin respectfully requests that the Court consider Tobin's counter
19 motion against Jimijack in conjunction with NSM's motion and Tobin's opposition to NSM on
20 April 23, 2019 at 9:30 AM.
21
22
23
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25
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28

Pages 11-12 – 1st two pages of incorrectly formatted motion for summary judgment vs. Jimijack.

I explained why my deed as an individual was superior to Jimijack’s inadmissible deed.

[4/10/19 MSJ and DECLs](#) vs. Jimijack was supported by declarations under penalty of perjury and documentary evidence.

1 Tobin respectfully prays the Court to ensure that Nationstar does not magically get
2 ownership of an approximately \$400,000 note without proving it owns it.
3
4 Further, if this matter goes to trial, Tobin prays the Court will compel Nationstar to disclose
5 documents withheld from Tobin in discovery that clearly establish the falsity of its claims.
6
7 
8
9 NONA TOBIN
10 2664 Olivia Heights Avenue
11 Henderson NV 89052
12 Phone: (702) 465-2199
13 nonatobin@gmail.com
14 *Defendant in Intervention/ Cross-Claimant*
15 *In Proper Person*
16
17 **TOBIN MOTION FOR SUMMARY JUDGMENT AGAINST JIMIACK**
18 Defendant in Intervention/Counterclaimant, NONA TOBIN, AN INDIVIDUAL, In
19 Proper Person, moves for summary judgment on Joel A. Stokes' and Sandra F. Stokes', as
20 trustees of the Jimijack Irrevocable Trust (Jimijack) on her counterclaim for quiet
21 title/declaratory relief.
22 **MEMORANDUM OF POINTS AND AUTHORITIES**
23 **I. INTRODUCTION**
24 Tobin moves the Court to grant Summary Judgment in Tobin's favor against Jimijack for
25 these reasons:
26

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

28

1 **II. STATEMENT OF UNDISPUTED FACTS**
2 **A. Sun City Anthem ownership record: Resident Transaction Report**
3
4 The Sun City Anthem ownership record for the property, 2763 White Sage Drive, is
5 known as the
6 "Resident Transaction Report
7 SUCI Sun City Anthem Community Association
8 Date 01/01/2000-04/01/2016"
9
10 Page 1337 (TOBIN000113) of the Resident Transaction Report identifies Jimijack as the
11 second owner of the Property, "Res ID 0480 02", effective 9/25/14.
12
13 Page 1337 (TOBIN000113) of the Resident Transaction Report has an entry showing that
14 Jimijack paid a new owner "Account setup fee Resal" on setup fee of \$225.00 on 9/25/14.
15
16 The complete ownership record of the Property from "Date 01/01/2000-04/01/2016"
17 Pages 1334 through 1337 (TOBIN00110 - TOBIN00113) contains no entry that identifies Thomas
18 Lucas, or Opportunity Homes LLC, alleged purchaser at the 8/15/14 SCA foreclosure sale, as ever
19 being an owner of the Property.
20
21 The complete ownership record of the Property from "Date 01/01/2000-04/01/2016"
22 Pages 1334 through 1337 (TOBIN00110 - TOBIN00113) contains no entry that identifies F.
23 Bondurant LLC, or Yuen Lee, Manager, as ever being an owner of the Property.
24
25 **B. Quit claim deed recorded on June 9, 2015**
26
27 NSM0189-0191 disclosed a quit claim deed, executed on 6/8/15 by Yuen Lee, which
28 purported to transfer all interest in the Property to Jimijack from F. Bondurant LLC.

(NSM0190) shows the notary statement

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

4/10/19 Pro Se OPPC MSJ vs all Pages 99-131 includes the all the supporting documentation for the motion for summary judgment against all parties I had drafted after Judge Kishner's 3/5/19 minute order to grant the HOA's motion for summary judgment and Nationstar's joinder thereto, but in time for consideration at the 3/26/19 hearing, but which my counsel of record chose not to file.

1 MICHAEL R. MUSHKIN
 Nevada Bar No. 2421
 2 L. JOE COPPEDGE
 Nevada Bar No. 4954
 3 MUSHKIN CICA COPPEDGE
 4 4475 S. Pecos Road
 Las Vegas, NV 89121
 5 Telephone: 702-386-3999
 Facsimile: 702-454-3333
 6 Michael@mushlaw.com
 7 Joe@mushlaw.com
 8 *Attorneys for Nona Tobin, an individual and*
 9 *as Trustee of the Gordon B. Hansen Trust*

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

12 JOEL A. STOKES and SANDRA F. 13 STOKES, as trustee for the JIMJACK IRREVOCABLE TRUST, 14 Plaintiff, 15 vs. BANK OF AMERICA, N.A 16 Defendant.	Case No.: A-15-720032-C Consolidated with: A-16-730078-C Department: XXXI TOBIN COUNTER MOTION FOR SUMMARY JUDGMENT
--	---

20 NATIONSTAR MORTGAGE LLC Counter-claimant, 21 vs. 22 JIMJACK IRREVOCABLE TRUST, Counter-defendant.	TOBIN DRAFT – NOT FILED BY COUNSEL OR PLACED BEFORE THE COURT
--	---

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

Page 1 of 16

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

9 **I. Introduction**

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

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

16 **II. Recent motions and oppositions before the court**

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

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

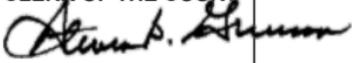
23 3. On March 5, 2019 Tobin filed an [opposition to the SCA MSJ](#) claiming that the sale was
 24 not statutorily compliant, and it was unfair, involved deceit and SCA failed to provide due
 25 process defined by, and guaranteed, by the SCA governing documents and NRS 116.

26 4. Tobin also opposed the Nationstar Joinder as

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

Page 2 of 16

Only March 22, 2019 [Clerk's Notice of Hearing](#)
April 23, 2019 hearing of was scheduled by the clerk on 3/22/19

1			Electronically Filed 3/22/2019 5:33 PM Steven D. Grierson CLERK OF THE COURT
2		DISTRICT COURT CLARK COUNTY, NEVADA ****	
3	Joel Stokes, Plaintiff(s)	Case No.: A-15-720032-C	
4	vs.	Department 31	
5	Bank of America NA, Defendant(s)		
6		<u>NOTICE OF HEARING</u>	
7			
8		Please be advised that the NationStar Mortgage LLC's Motion for Summary Judgment	
9		in the above-entitled matter is set for hearing as follows:	
10	Date:	April 23, 2019	
11	Time:	9:30 AM	
12	Location:	RJC Courtroom 12B Regional Justice Center 200 Lewis Ave. Las Vegas, NV 89101	
13			
..			

Judge Kishner's April 12, 2019 ex parte order to continue 4/23/19 hearing to 5/7/19

April 12, 2019 Judge Kishner signed an ex parte stipulation and order signed by Melanie Morgan and Joseph Hong that neither I nor my counsel Joe Coppedge was notified about). Judge Kishner signed the order to continue the hearing from 4/23/19 to 5/7/19 and to require Hong to file any opposition to Nationstar's motion for summary judgment against Jimijack by 4/26/19.

3 The hearing on Nationstar's Motion for Summary Judgment, presently scheduled for
4 April 23, 2019 at 9:00a.m., shall be continued to a date and time in the second week of May 2019
5 wherein JIT shall file and serve its Opposition to Nationstar's Motion for Summary Judgment by
6 April 26, 2019, and ~~Dana~~ ^{Nationstar} will thereafter file and serve its Reply accordingly.

7 DATED this 10th day of April, 2019.

DATED this 10th day of April, 2019.

8 

9 MELANIE D. MORGAN, ESQ.
10 Nevada Bar No. 8215
11 AKERMAN LLP
12 1635 Village Center Cir., # 200
13 Las Vegas, Nevada 89134
14 Attorney for Nationstar Mortgage LLC.

8 

9 JOSEPH Y. HONG, ESQ.
10 Nevada Bar No. 5995
11 1980 Festival Plaza Dr., Suite 650
12 Las Vegas, Nevada 89135
13 Attorney for Jimijack Irrevocable Trust

14 **ORDER**

15 Pursuant to the foregoing Stipulation of the parties and good cause appearing :

16 **IT IS SO ORDERED** that the hearing on Nationstar Mortgage LLC.'s Motion for
17 Summary Judgment, which is presently scheduled for April 23, 2019 at 9:00 a.m., shall be
18 continued to May 7, 2019 at 9:30 a.m. In granting this stipulation the parties

19 DATED this 12 day of April, 2019. Will be still be set for trial on

20 
21 DISTRICT COURT JUDGE

22 Respectfully submitted by:

23 
24 JOSEPH Y. HONG, Esq.
25 Nevada Bar No. 5995
26 1980 Festival Plaza Dr., Suite 650
27 Las Vegas, Nevada 89135
28 Attorney for Jimijack Irrevocable Trust

the May 28, 2019 trial stack as
set forth in the Trial Order and
the parties must otherwise
comply with all other
pre-trial and trial dates
and requirements, etc.
Reply is due in
accordance with NRC P 6
at the EDCR. jhk

April 12, 2019

Nationstar served notice of settlement of Nationstar's claims against Jimijack instead of taking **default against Jimijack** who had no filed claims against Nationstar, was in default since 2016, and who never filed an opposition to Nationstar's **unheard 3/21/19 motion for summary judgment**

This is the only notice I received of this fraudulent "settlement".

1	NS	Electronically Filed
2	MELANIE D. MORGAN, ESQ.	4/12/2019 2:55 PM
3	Nevada Bar No. 8215	Steven D. Grier
4	DONNA WITTIG, ESQ.	CLERK OF THE COURT
5	Nevada Bar No. 11015	<i>Steven D. Grier</i>
6	AKERMAN LLP	
7	1635 Village Center Circle, Suite 200	
8	Las Vegas, Nevada 89134	
9	Telephone: (702) 634-5000	
10	Facsimile: (702) 380-8572	
11	Email: melanie.morgan@akerman.com	
12	Email: donna.wittig@akerman.com	
13	Attorney for Nationstar Mortgage LLC	
14		
15	DISTRICT COURT	
16	CLARK COUNTY, NEVADA	
17	JOEL A. STOKES and SANDRA F. STOKES, as	Case No.: A-15-720032-C
18	trustees of the JIMJACK IRREVOCABLE	Consolidated with: A-16-730078-C
19	TRUST,	Dept. No.: XXXI
20	Plaintiff,	
21	vs.	NOTICE OF SETTLEMENT
22	BANK OF AMERICA, N.A.,	
	Defendant.	
	NATIONSTAR MORTGAGE LLC,	
	Counter-Claimant,	
	vs.	
	JIMJACK IRREVOCABLE TRUST,	
	Counter-Defendant.	

1	NONA TOBIN, an individual, and Trustee of the
2	GORDON B. HANSEN TRUST, Dated 8/22/08
3	Counter-Claimant,
4	vs.
5	JOEL A. STOKES and SANDRA F. STOKES, as
6	trustees of the JIMJACK IRREVOCABLE
7	TRUST, SUN CITY ANTHEM COMMUNITY
8	ASSOCIATION, INC., YUEN K. LEE, an
9	individual, d/b/a Manager, F. BONDURANT,
10	L.L.C. and DOES 1-10, and ROE
11	CORPORATIONS 1-10, inclusive,
12	Counter-Defendants.
13	
14	PLEASE TAKE NOTICE that Nationstar Mortgage LLC and Joel A. Stokes' and Sandra F.
15	Stokes', as trustees of the Jimijack Irrevocable Trust have reached an agreement on all material terms
16	required to settle all of Nationstar's claims asserted against Jimijack in the action.
17	The settling parties anticipate that the performance of the terms of the settlement agreement
18	will be completed within sixty (60) days of the date of this notice, at which time the parties expect to
19	present the Court with a Stipulation for Dismissal of Nationstar's claims against Jimijack.
20	DATED April 12, 2019
21	
22	AKERMAN LLP
	/s/ Melanie D. Morgan
	MELANIE D. MORGAN, ESQ.
	Nevada Bar No. 8215
	DONNA WITTIG, ESQ.
	Nevada Bar No. 11015
	1635 Village Center Circle, Suite 200
	Las Vegas, Nevada 89134
	Attorneys for Nationstar Mortgage LLC

April 15, 2019 and April 22, 2019 Hong notices

Joseph Hong served two notices that the 4/23/19 hearing was continued by the 4/12/19 order.

Hong served two notices through the court system that the hearing scheduled by the Clerk on 3/22/19 was continued.

ORIGINAL

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4/15/2019 6:32 PM
Steven D. Grierson
CLERK OF THE COURT
Steven D. Grierson

SAO
JOSEPH Y. HONG, ESQ.
Nevada Bar No. 5995
HONG & HONG
A Professional Law Corporation
10781 W. Tustin Ave.
Las Vegas, Nevada 89135
Tel: (702) 870-1777
Fax: (702) 870-0500
Email: Yosunhonglaw@gmail.com

Attorney for Joel A. Stokes and Sandra Stokes, as trustees of the Jimjack Irrevocable Trust

PLEASE FILE WITH MASTER CALENDAR

DISTRICT COURT
CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST,
vs. Plaintiff,
BANK OF AMERICA, N.A.,
Defendant,
NATIONSTAR MORTGAGE LLC.,
Counterclaimant,
vs. JIMJACK IRREVOCABLE TRUST,
Counterdefendant,
SONJA TOBIN, an individual, and trustee of the GORDON B. HANSEN TRUST, Dated 8/22/08
Counterclaimant,
vs. JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST, SUN-CITY ANTHEM COMMUNITY ASSOCIATION, INC., YEJUN K. LEE, an individual d/b/a Manager, F. BONDURANT, LLC, AND DOES 1-10 and ROE CORPORATIONS 1-10, inclusive,
Counterdefendants.

CASE NO. A-15-720032-C
DEPT. NO. XXXI
Consolidated with: A-16-730978-C

STIPULATION AND ORDER TO EXTEND BRIEFING SCHEDULE FOR NATIONSTAR MORTGAGE LLC'S MOTION FOR SUMMARY JUDGMENT AND CONTINUE HEARING.

COME NOW, the parties, JIMJACK IRREVOCABLE TRUST ("JIT"), and Nationstar

4-11-19

ORIGINAL

Electronically Filed
4/22/2019 2:15 PM
Steven D. Grierson
CLERK OF THE COURT
Steven D. Grierson

1 NTSO
2 JOSEPH Y. HONG, ESQ.
3 State Bar No. 005995
4 HONG & HONG LAW OFFICE
5 1980 Festival Plaza Drive, Suite 650
6 Las Vegas, Nevada 89135
7 Telephone No.: (702) 870-1777
8 Facsimile No.: (702) 870-0500
9 E-mail: yosunhonglaw@gmail.com
10 Attorney for Plaintiff/Counterdefendant
11 JOEL A. STOKES and SANDRA F. STOKES,
12 as trustees of the JIMJACK IRREVOCABLE TRUST

DISTRICT COURT
CLARK COUNTY, NEVADA

11 JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST,
12 vs. Plaintiff,
13 BANK OF AMERICA, N.A.,
14 Defendant,
15 NATIONSTAR MORTGAGE LLC.,
16 Counterclaimant,
17 vs. JIMJACK IRREVOCABLE TRUST,
18 Counterdefendant.

Case No.: A-15-720032-C
Dept. No.: XXXI
Consolidated with: A-16-730978-C

NOTICE OF ENTRY OF STIPULATION AND ORDER TO EXTEND BRIEFING SCHEDULE FOR NATIONSTAR MORTGAGE LLC'S MOTION FOR SUMMARY JUDGMENT AND CONTINUE HEARING

[4/15/19 SAO Hong & Morgan stipulation and order to continue hearing to 5/7/19](#)
[4/22/19 NTSO](#) Notice of entry of order to continue hearing and required opposition filed by 4/26/19

When I returned from Hawaii I contacted the Clerk of the Court and requested that the 5/7/19 hearing be moved because I was scheduled to be out of the country from 5/2/19-5/9/19. She informed me that I was no longer a party because the judge had granted the HOA MSJ.

On 4/16/19, I wrote an email to my attorney ordering him to withdraw



Nona Tobin <nonatobin@gmail.com>

I'm Pro Se now, but you need to fix what you have done to hurt me

1 message

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

Tue, Apr 16, 2019 at 3:31 PM

As I said in the VM, the clerk of the court just told me that you signed off on the order of summary judgment against me. How could you do that without showing it to me?

This is outrageous. I paid you \$40,000 and all you did was obstruct the presentation of my case.

I always told you that I believed, as a matter of law, an MSJ against all parties in my favor should easily have been granted based as a matter of law based on the undisputed facts supporting my claims, but that couldn't happen because you did not present any MSJ for the court's consideration.

You did not put before the court any of the many pleadings and disclosures I prepared and you didn't timely file any of the few you did submit.

You even failed to enter the order amending my 2/1/17 complaint filed as a Pro Se, that was granted on 1/10/19 at a hearing you told me not to attend.

So the judge grants a MSJ against me without having any of my case before her.

Why didn't tell me the Ombudsman compliance screen was not admissible when I have easily authenticated and prepared it for submission.

After the hearing when I was told you I absolutely wanted a motion to reconsider, you would not commit to do it and just said "go to Hawaii enjoy your vacation."

I spent the entire vacation preparing an OPPC opposing the NSM MSJ against Jimijack and a counter motion and set aside preparing a motion to reconsider because I didn't think an order had been circulated, let alone signed by you.

Since I knew I couldn't count on you to file anything for me and I was so mad about your failure to put my case before the court, I decided to go back to representing myself.

I filed a NOTA for Tobin, an individual to be a Pro Se and filed the OPPC. Unfortunately, I made a mistake and it was only efiled and not served until last Friday April 12 at 1 AM Vegas time. It was 4/11 in Hawaii because of the three-hour time change.

On Friday afternoon I saw that NSM filed a notice that NSM and Jimijack had reached a settlement. This is an outrageous manipulation of this HOA foreclosure process for them to steal \$500,000 from me. A settlement with Jimijack instead of having the sale voided and NSM having to deal with me to prove it owns the note

A settlement is a very convenient, easy way for NSM to perpetrate a fraud. Get rid of Nona who NSM knows it can't foreclose on. Get rid of Nona who NSM knows has filed a complaint with the AG describing in detail NSM's pattern of fraudulently getting title to notes they don't own in HOA quiet title actions by tricking the court.

<https://mail.google.com/mail/u/0/?ik=571a60460b&view=pt&search=all&permthid=thread-a%3A7203422478268480444%7Cmsg-a%3A8804731444969901082&...> 1/3

Why did NSM file a joinder saying the SCA MSJ “establish(ed) the absence of a genuine issue of material fact that the HOA conducted a proper foreclosure of the sub-priority portion of its lien” if NSM would get whatever security interest it had before the sale if the sale were voided entirely as NSM had pled back in 2016?.

The answer is NSM does not own the note and so it does not have standing to foreclose if Judge Kishner doesn't unwittingly create standing for NSM out of thin air by knocking me out of the case.

In its 3/21/19 MSJ, NSM waived its unjust enrichment claim against Jimijack as part of this clever trick. The devil's bargain is Jimijack keeps four years of rents collected without paying taxes or on a mortgage and in exchange NSM trick Judge Kishner into giving NSM standing to foreclose on a note it does not own. Now do you see why I told you the bank would never join with me on the MSJ I wrote back in 2017? Only because I can prove NSM is lying.

Last night I got another huge shock when I saw the the judge had signed a stipulation and order on Friday 4/12/19 and entered on 4/15/19, signed by Hong and NSM, moving the briefing schedule and continuing the 4/23/19 hearing to May 7. This is right in the middle of the time I told you I would be in Paris for Mark's 70th birthday, May 2 through 9, but I don't know if you saw this because it is a deal just between them. I was confused about why they didn't contact me since I had filed an OPPC to be heard on the same day.

I called the clerk of the court today to request continuing that hearing since I would be gone, she told me i was not a party to the case. I said I filed a NOTA as a Pro Se for NT, the Individual. I did not think it was necessary or appropriate for me to remove you as counsel for the trust, and I did not think there was any rule that prohibited me from representing myself as a Pro Se when you were doing such an abominable job of telling the story I need the court to hear.

However, I now find out from the Clerk that you have to withdraw as my attorney or you stay counsel of record.

So I want you to withdraw as the attorney for NT the individual because there is absolutely no way I am going to allow these crooks to MSJ me out when I have worked literally 1000s of hours on this albatross of a house for seven years and have been in this case since January 2017 and you have obstructed me from submitting anything since May 2017.

Do you know I have 157 screenshots of almost two years of our texts still on my phone that are 99% your excuses for inaction?

The trial is May 28, and I must not be restricted from presenting my case simply because you refused to do it.

I have already prepared for submission today a Reply to my counter motion to MSJ Jimijack out that includes the authenticated ombudsman's compliance screen and 400 more pages of specific evidence to prove that in addition to being statutorily non-compliant, the sale was unfair, oppressive, and fraudulent . NSM does not own the note and Jimijack's deed is fraudulent and inadmissible.

I had no inkling while I was in Hawaii for 2 1/2 weeks that you had signed an order from the ridiculous 3/26/19 hearing where you refused to present my counter-motion for summary judgment without showing it to me. You knew how outraged I would be at your, wittingly or not, facilitating the obvious BS legal trick of the opposing counsels who are gaming the system to keep my case from being heard on its merits.

4/16/2019

Gmail - I'm Pro Se now, but you need to fix what you have done to hurt me

I spent the last three weeks full-time getting ready to represent myself as a Pro Se at the trial, preparing the OPPC, and trying to learn the new e-file system so I could file the documents you blocked me from filing.

Immediate Actions

1. I am going to file the reply I prepared for the 4/23/19 hearing with the exhibits today as a Pro Se.
2. I am going to request that you be removed as counsel for NT, the individual, for your failure to present my case as instructed, and allowing undeserving parties to be unjustly enriched by default.
3. I am going to include a request that the hearing be moved to a day after May 10 since I am gone May 2-May 9.
4. I am going to request that the judge not sign the order you signed but I've never seen until after hearing my OPPC and this reply as a Pro Se.
5. If the judge will grant this request, I think the admissible evidence presented will show that the sale should be voided for many reasons, not the least of which is that removing me from the case allows NSM and Jimijack to collude to unjustly enrich themselves at my expense and for either RRFS or NSM to be allowed to steal the \$60,000 undistributed proceeds of the sale.
6. You need to immediately file a rule 60 motion to vacate MSJ ordered because of (3) fraud and misrepresentation by opposing counsel, but if you can't, or won't, do that for the 4/25/19 pre-trial conference, at least, tell me and give me a copy of the order you signed so i can attempt to fix it myself.
7. Then, you need to file whatever notice is required to withdraw immediately as counsel for Tobin, an individual, at least. Withdraw from the counsel for the Trust if you choose. The Trust no longer has any interest to protect in this case. I only need to be a Pro Se for myself because I hold the 3/28/17 deed as an individual. I am the real party in interest, and I need to get my case before the court and be ready for trial on May 28.

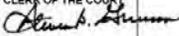
Frankly, I am afraid that if I don't figure out how to get the court to recognize me as a Pro Se, you will do nothing and the mere fact that you are counsel of record at the time of the pre-trial conference on 4/25/19, the dirty legal tricks of opposing counsel will have worked. My case won't be heard on its merits and I will lose everything by your inaction.

I am apoplectic with rage at the injustice of this.

Nona Tobin
(702) 465-2199

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

On [4/17/19 \(RPLY\)](#) I filed a reply in support of what I then knew was a joinder to Nationstar’s motion for summary judgment, not an opposition and countermotion as I had erroneously labeled it. Since I believed the hearing had been continued to 5/7/19 when I could not attend, I requested that the hearing on my motion for summary judgment be heard on 4/25/19 along with the pre-trial conference. I requested that the court suspend entering the MSJ while she considered all the evidence *“and not unfairly prevent Tobin’s case from being heard on its merits.”*

Electronically Filed
4/17/2019 8:37 AM
Steven D. Grierson
CLERK OF THE COURT


1 RPLY
2 NONA TOBIN
3 2664 Olivia Heights Avenue
4 Henderson NV 89052
5 Phone: (702) 465-2199
6 nonatobin@gmail.com
7 *Defendant-in Intervention/ Cross-Claimant*
8 *In Proper Person*

DISTRICT COURT
CLARK COUNTY, NEVADA

<p>9 JOEL A. STOKES and SANDRA F. 10 STOKES, as trustees of the JIMJACK 11 IRREVOCABLE TRUST, 12 13 Plaintiffs, 14 15 vs. 16 BANK OF AMERICA, N.A., 17 18 Defendant. 19 20 NATIONSTAR MORTGAGE, LLC, 21 22 Counter-Claimant, 23 24 vs. 25 JIMJACK IRREVOCABLE TRUST; 26 27 Counter-Defendant. 28 29 NONA TOBIN, an individual, Trustee of the 30 GORDON B. HANSEN TRUST, dated 31 8/22/08 32 33 Cross-Claimant, 34 35 vs. 36 JOEL A. STOKES and SANDRA F. 37 STOKES, as trustees of the JIMJACK 38 IRREVOCABLE TRUST; SUN CITY 39 ANTHEM COMMUNITY ASSOCIATION,</p>	<p>Case No.: A-15-720032-C Consolidated with: A-16-730078-C Department: XXXI</p> <p>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</p> <p>Hearing Date: May 7, 2019 Hearing Time: 9:30 a.m.</p> <p>Hearing Requested: April 25, 2019 with pre-trial conference</p>
---	--

1 INC., Yuen K. Lee, an individual, d/b/a
2 Manager, F. Bondurant, LLC, and DOES 1-
3 10 AND ROE CORPORATIONS 1-10,
4 inclusive
5
6 Cross-Defendant.

7
8 COMES NOW, NONA TOBIN, an Individual, Defendant-in Intervention/ Cross-
9 Claimant, appearing henceforth in proper person, hereby submits the following Reply In
10 Support Of Joinder To Nationstar Mortgage, LLC’s Motion For Summary Judgment And
11 Reply In Support Of Tobin’s Motion For Summary Judgment. This reply is based on all
12 papers and pleadings on record herein, and any oral arguments the court may consider at the
13 time of hearing on this matter.

14
15 Tobin petitions the court to suspend entering its order of MSJ against Tobin to allow
16 the Court to consider all the evidence and not unfairly prevent Tobin’s case from being hear
17 on its merits.

18
19 Tobin also petitions the court to hear this matter in conjunction with the April 25,
20 2019 pre-trial conference as Tobin is out of the country from May 2 through May 9, 2019, in
21 order not to delay the May 28, 2019 trial or require an appeal.

22
23 Dated this 17th of April, 2019.

24
25
26
27
28


NONA TOBIN
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Henderson NV 89052
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nonatobin@gmail.com
Defendant-in Intervention/ Cross-Claimant
In Proper Person

Pages 3-4

I told Judge Kishner that a fraud was being perpetrated on the court because she wasn't properly weighing the evidence. She might not have liked that or she might not have even read it.

Either way she never looked at the evidence and she never fairly adjudicated my claims on their merits.

1
2
3 **MEMORANDUM OF POINTS AND AUTHORITIES**
4
5 **I. INTRODUCTION**
6 The April 23, 2019 hearing was scheduled to address all pending motions to determine
7 whether, pursuant to the standards of Rule 56(c), quiet title can be granted without trial and/or
8 without foreclosure to one or two of the three parties who are seeking to quiet title in their
9 favor:
10
11

- 12 • Plaintiff Jimijack - the party in possession who succeeded the purchaser
- 13 • Counter-claimant Tobin - who succeeded deceased owner at the time of the
- 14 sale.
- 15 • Nationstar (NSM) - that succeeded BANA and now claims to own the Deed of
- 16 Trust

17 Sun City Anthem has no financial interest in the title or in the outcome of the dispute
18 between Jimijack, Tobin and NSM., but SCA's MSJ forces the title dispute to be solely
19 between two parties that Tobin alleges have no admissible evidence to support their claims of
20 ownership.
21 Further, Tobin alleges that a serious fraud will be enabled if the court does not hear
22 Tobin's case against NSM and Jimijack.
23 Tobin enters this reply despite the uncertainty about her status as a Pro Se to prevent
24 Jimijack or Nationstar to demonstrate how NSM gaming the system.
25 **II. WEIGHT AND ADMISSIBILITY OF THE EVIDENCE**
26 Tobin petitions the Court to rule on admissibility and weigh the evidence of all parties
27 according to the same standard.
28 Tobin's evidence was ruled inadmissible although it had never been challenged by SCA
on the many previous occasions she has included it in pleadings.

A party waives an affirmative defense where the "party fails to raise the

Page 3 of 26

1 affirmative defense in any pleadings or any other papers filed with the court,
2 including its answer, pretrial statement, or post-trial brief." City of Boulder City
3 v. Boulder Excavating, Inc., 124 Nev. 749, 755 n.12, 191 P.3d 1175, 1179 n.12
4 (2008) -(quoting Resources Group)
5
6 This document seeks to convince the Court that the evaluation of admissible evidence
7 will result in a decision to quiet title in Tobin's favor on the grounds that:
8
9 1. The sale was unauthorized, unnecessary, unfair and improperly-noticed and
10 violated Tobin's due process rights, as defined in NRS 116 and SCA's governing documents.
11
12 2. Judicial notice is requested: Exhibit 7 is a Table of Authorities compiled by
13 Tobin to provide the Court and the parties a full articulation of legal framework Tobin alleges
14 are binding on the parties, many of which were violated, but that were not presented for the
15 Court to make a determination of whether SCA or NSM were entitled to summary judgment
16 against Tobin as a matter of law.
17
18 3. SCA rejected BANA's 5/9/13 tender of the nine months of assessments
19 delinquent as of April 30, 2013 was sufficient to void the total sale, not just the sub-priority
20 piece.
21
22 4. Tobin's evidence, the Ombudsman Compliance Screen, authenticated herein, is
23 admissible evidence that the sale was not compliant with NRS 116 as there was no valid notice
24 of sale in effect when the sale took place (NRS 116.31165) and the foreclosure deed was not
25 ever delivered to the Ombudsman as mandated by NRS 116.31164(3)(b).
26
27 5. SCA has no admissible evidence in the form of Board agendas and minutes to
28 establish that the sale was authorized by Board action compliant with NRS 116.31083 and
NRS 116.31085.

6. SCA has no admissible evidence, i.e., SCA compliance and enforcement

Page 4 of 26

The 4/17/19 filing included 600 pages of exhibits.
 Below are screenshots of the [12-page table of contents](#). Judge Kishner declared all of this “rogue” at the 4/23/19 ex parte hearing.

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

DISTRICT COURT
 CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST, Plaintiffs,
 vs.
 BANK OF AMERICA, N.A., Defendant.

NATIONSTAR MORTGAGE, LLC, Counter-Claimant,
 Vs.
 JIMJACK IRREVOCABLE TRUST; Counter-Defendant

NONA TOBIN, an individual, Trustee of the GORDON B. HANSEN TRUST, dated 8/22/08
 Cross-Claimant,
 vs.
 JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., Yuen K. Lee, an individual, d/b/a Manager, F. Bondurant, LLC, and DOES 1-10 AND ROE CORPORATIONS 1-10, inclusive
 Cross-Defendant.

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

EXHIBITS TO 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

Page 1 of 12

EXHIBITS TABLE OF CONTENTS

Exhibit A
DECLARATION OF NONA TOBIN opposing Nationstar and Jimjack

Dated APRIL 14, 2019 with exhibits listed

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

Page 2 of 12

Exhibit 1
Certified Ombudsman's Compliance Record of Actions/Omissions

- The 2/12/14 Notice of Sale was cancelled on 5/15/14.
- The 5/15/14 Trustee sale was cancelled.
- No 2nd notice of sale published the 8/15/14 sale date.
- No foreclosure deed was ever submitted

Exhibit 2
Resident Transaction Report

SCA Ownership/Payment Record: Resident Transaction Report

- "08/27/2014 Collection Payment PIF-\$2,701.04"
- Jimjack Irr Trst was the 2nd owner "09/25/2014 Account Setup Fee Resale \$225"
- No record of Thomas Lucas/Opportunity Homes as an owner
- No record of Yuen K. Lee/F. Bondurant LLC as an owner
- No record that SCA foreclosed on the property
- No Asset Enhancement Fee payments recorded from anyone on any date
- No record of \$63,100 proceeds from the sale

Page 3 of 12

Exhibit 3
2012-2014 SCA BOARD AGENDAS

NO AGENDA ITEMS COMPLIANT WITH NRS 116.31083

Note:
 Numbered list does not reference any specific agendas or items.

The list just enumerates the absence of any SCA Board notice to owners of that any particular properties would be (or were) sold on any particular date

- No notice of any BOD action to authorize the posting 2763 White Sage for sale
- No notice of any hearing for the owner
- No opportunity for the owner to request an open hearing
- No notice that the sale was scheduled for March 7, 2014
- No notice that the sale was scheduled for August 15, 2014
- No notice that 2763 White Sage was foreclosed by SCA
- No financial report accounting for the \$63,100
- No delinquency report published as required by Bylaws 3.21(F)(V)
- No notice to all SCA owners when SCA scheduled any property for sale
- No notice to SCA owners when any SCA property was sold.

Page 4 of 12

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Exhibit 4

SCA BOARD ACTIONS RELATED TO FORECLOSURE
AND WRITE-OFF OF DEBT

Quoted excerpts of all SCA BOARD MINUTES from 9/27/12-
12/31/14 containing any reference to foreclosure or write off of debt
Compiled by Nona Tobin from the SCA website.
SCA would not disclose any minutes in discovery despite the fact that
minutes are available to members without restriction.

Exhibit 5

BOD APPROVED THE SALE IN SECRET VIOLATING NRS
116.31083 / NRS 116.31085

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1. SCA disclosed no minutes of any BOD action to authorize this sale or any of the 12 (or more) SCA foreclosures in 2014.
2. SCA response to Tobin ROGGs stated minutes were in SCA000644 – through SCA000654, but SCA disclosures only went up to SCA000643.
3. SCA 000315 reports BOD approval, “Approved 12/5 R05 120513” to sell 2763 White Sage on March 7, 2014 , but
 - a. motion R05 is a vote on the Reserve Study, not on a sale.
 - b. The only published Notice of Sale was posted on 2/12/14.
 - c. Jean Capillupo signed the approval 2/27/14,
4. 12/5/13 President Report states “we took action to foreclose on five properties” that were unidentified
5. SCA000406 “Association Foreclosure Sale Approval” “all twelve properties attached”, signed on 1/9/14, but
 - a. no list of properties was attached
 - b. no action item was on any agenda to authorize posting any property for sale at all, let alone 12 properties identified by address
 - c. no sale date for any property was in any BOD minutes

Exhibit 6

Relevant NRS provisions from chapters 38, 111, 116, 116A, 205, 240

1 **Exhibit 7**

2 **Table of Authorities**

- 3
- 4 **1. Table of Authorities compiled by Nona Tobin**
- 5
- 6 **2. SCA bylaws 3.20/3.18 prohibiting delegation of certain duties**
- 7
- 8 **3. SCA bylaws 3.21(f)(v) requiring quarterly delinquency report**
- 9
- 10 **4. Analysis of NRS 116 requirements for valid BOD action in compliant meetings**
- 11
- 12 **5. SCA bylaws 3.15A permissible topics/actions in closed BOD meetings**
- 13
- 14 **6. SCA BOD Resolution Establishing the Governing Documents Enforcement Policy & Process**
- 15
- 16 **7. SCA CC&Rs XVI Dispute Resolution and Limitation on Litigation**
- 17
- 18 **8. SCA CC&Rs 7.4 Compliance and Enforcement**
- 19
- 20 **9. Assemblyman Conklin summary of AB 284 (2011) 2011 Legislative Digest of AB 284 changes to NRS 107 and NRS 205**
- 21
- 22
- 23
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- 25
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- 28

1 **Exhibit 8**

2 **SCA Response to Tobin ROGGs**

3

4 SCA "outsourced" collections and enforcement in violation of

5

6 SCA bylaws 3.20 and 3.18 (b)(i)

7

8 SCA does not account for or control the money collected in

9

10 violation of SCA bylaws 3.20 and 3.18 (e)(g)

11

12

13

14 **Exhibit 9**

15 **SCA Response to Tobin RFDs**

16

17 SCA has no record the property was foreclosed or accounting of the

18

19 funds collected.

20

21 "Minutes (SCA000644-SCA000654)" referenced were not disclosed

22

23 Exhibit

24

25

26

27

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1 **Exhibit 10**

2 **ALL RRFS/SCA PROOFS OF SERVICE**

3

4 No SCA Proofs of Service were authenticated.

5

6 RRFS' proofs in response to Tobin Subpoena were authenticated

7

8 as complete.

9

10 There are no proofs that any notices Tobin disputed were sent.

11

12

13 **Exhibit 11**

14 **RELEVANT RRFS/SCA PROOFS OF SERVICE**

15

16 Only SCA or RRFS Proofs of Service of Notices to the property

17

18 (2763 White Sage Drive) or to owner's address of record (2664

19

20 Olivia Heights Ave)

21

22 No proofs for any notices Tobin disputed. Tobin did not dispute

23

24 2/12/14 NOS was sent. Tobin claimed no second NOS was

25

26 published after the notice of

27

28 3/7/14 sale was canceled.

1 **Exhibit 12**

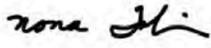
2 **CLAIMS AGAINST NATIONSTAR**

- 3
- 4
- 5
- 6
- 7 **1. BANA and NSM obstructed five sales at FMV**
- 8
- 9 **2. BANA took possession without foreclosing in 2013**
- 10
- 11 **3. Blocked HOA from being paid \$3,055 in June 2013**
- 12
- 13 **4. NSM refused to ID beneficiary**
- 14
- 15 **5. BANA and NSM recorded false claims against title**
- 16
- 17 **(Equator file)**
- 18 **7. NSM let the HOA sell for \$63,100**
- 19
- 20 **when \$358,800 offer was pending**
- 21
- 22 **lender approval**
- 23
- 24 **8. NSM faked two powers of attorney**
- 25
- 26
- 27
- 28

1 Dated this 17th day of April, 2019.
2
3 
4
5 NONA TOBIN
6 2664 Olivia Heights Avenue
7 Henderson NV 89052
8 Phone: (702) 465-2199
9 nonatobin@gmail.com
10
11 *Defendant-in Intervention/ Cross-Claimant*
12 *In Proper Person*
13
14
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Page 11 of 12

1
2 CERTIFICATE OF SERVICE
3 I HEREBY CERTIFY that on this 17th day of April, 2019 and pursuant to NRC P 5(b), I
4 served
5 via the Clark County electronic filing system a true and correct copy of the foregoing
6 NONA TOBIN'S SECOND SUPPLEMENTAL DISCLOSURE OF WITNESSES AND
7 PRODUCTION OF DOCUMENTS, addressed to:
8
9
10 Michael R. Mushkin & Associates
11 L. Joe Coppedge joe@mushlaw.com
12 Karen L. Foley karen@mushlaw.com
13 Michael R. Mushkin michael@mushlaw.com
14 Lipson Neilson P.C.
15 Susana Nutt snutt@lipsonneilson.com
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24 Hong & Hong APLC
25 Joseph Y. Hong, Esq. yosunphonglaw@gmail.com
26 Pro Se
27 Nona Tobin nonatobin@gmail.com
28 Michael Kelley mkelley@wrightlegal.net
NVEfile nvefile@wrightlegal.net



Page 12 of 12

On [4/19/19 Nationstar filed a "Response"](#), **not opposition** on the merits, to my Pro Se filed documents claiming that Nationstar did not have to file an opposition because there were no filed claims against Nationstar. *"No claims exist upon which summary judgment can be considered."*

Judge Kishner declared that my motions, oppositions and notices could all be stricken from the record based on the misrepresentations of opposing counsels without appeal, but she did not strike their

She also ignored all this evidence when it was incorporated into the [5/23/19 Reply](#) in support of the motion for reconsideration filed by the attorney she wouldn't let me fire because it also contained my signature in addition to the attorney's signature.

electronically filed
4/19/2019 8:29 PM
Steven D. Grierson
CLERK OF THE COURT
Steven D. Grierson

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

DISTRICT COURT
CLARK COUNTY, NEVADA

11 JOEL A. STOKES and SANDRA F. STOKES, as 12 trustees of the JIMJACK IRREVOCABLE 13 TRUST, 14 Plaintiff, 15 vs. 16 BANK OF AMERICA, N.A., 17 Defendant. 18 NATIONSTAR MORTGAGE LLC, 19 Counter-Claimant, 20 vs. 21 JIMJACK IRREVOCABLE TRUST, 22 Counter-Defendant.	Case No.: A-15-720632-C Consolidated with: A-16-730078-C Dept. No.: XXXI NATIONSTAR MORTGAGE LLC'S RESPONSE TO NONA TOBIN'S OPPOSITION TO NATIONSTAR MORTGAGE LLC'S MOTION FOR SUMMARY JUDGMENT AGAINST JIMJACK AND COUNTERMOTION FOR SUMMARY JUDGMENT
---	--

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

HEARST
4150 S. LAS VEGAS BLVD.
SUITE 100
LAS VEGAS, NV 89149

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

13 Nationstar Mortgage LLC responds to Nona Tobin's opposition to its motion for summary
14 judgment against Jimjack and Tobin's counter-motion for summary judgment.¹ Nationstar's motion
15 for summary judgment concerns only its claims against Jimjack. Nationstar has no claims against
16 Tobin, either individually or in her capacity as trustee of the Gordon B. Hansen Trust.
17 Tobin's counter-motion for summary judgment fails for one simple reason: Tobin has no claims
18 asserted against Nationstar. No claims exist upon which summary judgment may be considered.
19 Tobin filed a motion for leave to amend her answer and counterclaim on November 30, 2018.
20 Although her motion to amend was granted following arguments on January 10, 2019, Tobin never
21 filed an order granting. In addition, Tobin's proposed amended answer and counterclaim was never
22 filed. Tobin's operative pleading, her February 1, 2017 answer and counterclaim, does not assert any
23 claims against Nationstar. (Ex. 1, 2/1/17 answer and counterclaim).
24 Because Tobin does not allege any claims against Nationstar, her counter-motion should be
25 denied. Even if Tobin is somehow found to have alleged claims against Nationstar, she failed to file
26 her dispositive motions before the April 1, 2019 deadline set by the court's July 10, 2018 scheduling
27 order. See July 10, 2018 order at ¶5.
28

¹ On April 10, 2019, Tobin filed an opposition to Nationstar's motion for summary judgment
against Jimjack and counter-motion for summary judgment. Two days later, she filed what appears to
be an identical opposition and counter-motion. On April 17, 2019, Tobin filed a document entitled
"reply in support of joinder to Nationstar motion for summary judgment and reply in support of
Tobin's motion for summary judgment." Nationstar responds to all three filings by way of this
response.

AKERMAN LLP
1635 VILLAGE CENTER CIRCLE, SUITE 200
LAS VEGAS, NEVADA 89134
TEL: (702) 634-5000
4887381

Judge Kishner allowed Nationstar's disingenuous 4/19/19 RESP non-opposition-opposition to remain in the court record, apparently without seeing the logical flaw of keeping it while striking sua sponte from the record all the filings Nationstar was responding to.

Jimijack never filed any claims against Nationstar to "settle" and Jimijack was the only party in default. Nationstar did not file any claims against me as an individual or against the HOA or against the Hansen Trust. In fact, there were no filed claims against Nationstar.

Further, given that the HOA was only a cross-defendant with no claim for the title adverse to mine, and I had no claims against the HOA for damages. "No claims exist upon which summary judgment can be considered." And yet Judge Kishner did grant summary judgment to the HOA and granted Nationstar's joinder against the Hansen Trust when "No claims exist upon which summary judgment can be considered."

No Clerk's notice of any 4/23/19 hearing after Judge Kushner's 4/12/19 order continued it to 5/7/19.

There was no Clerk's notice of hearing served for my [4/10/19 OPPC](#) opposition to Nationstar's motion for summary judgment and my counter motion for summary judgment against Jimijack (I erroneously entitled it an OPPC instead of a JMOT. To no avail, I corrected my error on my [4/17/19 Reply](#)), but that was also stricken unheard.

Clark County is hounding me for a \$200 filing fee for the 4/10/19 stricken-unheard OPPC

The Register of Actions inaccurately states that my motion for summary judgment was heard on 4/23/19.

04/23/2019	Opposition and Counter motion (9:30 AM) (Judicial Officer Kushner, Joanna S.) <i>Tobin Opposition to Nationstar Motion for Summary Judgment Against Jimijack and Counter motion for Summary Judgment</i> Result: Matter Heard
04/23/2019	Opposition and Counter motion (9:30 AM) (Judicial Officer Kushner, Joanna S.) <i>Tobin Opposition to Nationstar Motion for Summary Judgment Against Jimijack and Counter motion for Summary Judgment</i> Result: Matter Heard

The Register of Actions also says I owe \$200 from 4/10/19, and it will take a court order to cancel it

Counter Claimant Tobin, Nona			
	Total Financial Assessment		495.00
	Total Payments and Credits		295.00
	Balance Due as of 12/09/2020		200.00
02/01/2017	Transaction Assessment		223.00
02/01/2017	Efile Payment	Receipt # 2017-10421-CCCLK	(223.00)
04/10/2019	Transaction Assessment		200.00
07/23/2019	Transaction Assessment		24.00
07/23/2019	Efile Payment	Receipt # 2019-44889-CCCLK	(24.00)
07/24/2019	Transaction Assessment		24.00
07/24/2019	Efile Payment	Receipt # 2019-45267-CCCLK	(24.00)
12/19/2019	Transaction Assessment		24.00
12/19/2019	Efile Payment	Receipt # 2019-76059-CCCLK	(24.00)

I assume this \$200 is for the stricken, unheard motion for summary judgment as the stricken notices of appearance were filed on 4/9/19 and 4/12/19.

Electronically Filed
4/9/2019 12:10 AM
Steven D. Grierson
CLERK OF THE COURT

NOTA
NONA TOBIN
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in Intervention/ Cross-Claimant
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST,
Plaintiffs,
vs.
BANK OF AMERICA, N.A.,
Defendant,
NATIONSTAR MORTGAGE, LLC,
Counter-Claimant,
Vs.
JIMJACK IRREVOCABLE TRUST,
Counter-Defendant

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

NOTICE OF APPEARANCE
NONA TOBIN IN PROPER PERSON

NONA TORIN, an individual, Trustee of the GORDON B. HANSEN TRUST, dated 8/22/08
Cross-Claimant,
vs.
JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., Yuen K. Lee, an individual, d/b/a Manager, F. Bondurant, LLC, and DOES 1-10 AND ROE CORPORATIONS 1-10, inclusive
Cross-Defendant.

Electronically Filed
4/12/2019 12:59 AM
Steven D. Grierson
CLERK OF THE COURT

NOTA
NONA TOBIN
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in Intervention/ Cross-Claimant
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST,
Plaintiffs,
vs.
BANK OF AMERICA, N.A.,
Defendant,
NATIONSTAR MORTGAGE, LLC,
Counter-Claimant,
Vs.
JIMJACK IRREVOCABLE TRUST,
Counter-Defendant

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

NOTICE OF APPEARANCE
NONA TOBIN IN PROPER PERSON

NONA TOBIN, an individual, Trustee of the GORDON B. HANSEN TRUST, dated 8/22/08
Cross-Claimant,
vs.
JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., Yuen K. Lee, an individual, d/b/a Manager, F. Bondurant, LLC, and DOES 1-10 AND ROE CORPORATIONS 1-10, inclusive
Cross-Defendant.

Page 1 of 3

On [2/1/17 IAFD](#), I filed a filed an initial appearance as a Pro Se and paid a \$223 filing fee.

In April 2019 when I attempted to return to my Pro Se status, I did not know that the court had to approve the counsel of record's motion to withdraw, before I could fire the attorney for Nona Tobin, an individual.

Electronically Filed
02/01/2017 03:23:07 PM

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

DISTRICT COURT
CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST,
Plaintiffs,
vs.
BANK OF AMERICA, N.A.; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; DOES 1 through X and ROE BUSINESS ENTITIES 1 through 10, inclusive,
Defendants,
NONA TOBIN, an individual, and Trustee of the GORDON B. HANSEN TRUST, dated 8/22/08
Counter-Claimant,
vs.
JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST,
Counter-Defendants.

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

INITIAL APPEARANCE FEE DISCLOSURE

NONA TOBIN, an individual and Trustee of the GORDON B. HANSEN TRUST, dated 8/22/08,
Cross-Claimant,
vs.
SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., DOES 1-10, and ROE CORPORATIONS 1-10, inclusive,
Cross-Defendant.

NOTICE OF APPEARANCE OF COUNSEL
Please take notice that Michael R. Mushkin, Esq., and L. Joe Coppedge, Esq., of the law firm Michael R. Mushkin & Associates hereby enters his appearance as counsel of record for Counter-Claimant/ Cross-Claimant, Nona Tobin, an individual and as Trustee of the Gordon B. Hansen Trust. As such, please direct copies of any and all pleadings, papers, notices, correspondence, and any and all documents concerning this matter to said counsel:
DATED this 2nd day of May, 2017

MICHAEL R. MUSHKIN & ASSOCIATES
Michael R. Mushkin, Esq.
Nevada Bar No. 2421
L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
4475 South Pecos Road
Las Vegas, Nevada 89121

Page 2 of 3

I appeared as a Pro Se for Nona Tobin, an individual, on 2/1/17. Joe Coppedge appeared as counsel of record on 5/24/17. Judge Kishner struck my 4/9/19 notice of appearance (and the 4/12/19 duplicate erroneously filed) by bench order at the 4/23/19 ex parte hearing based on the fraudulent misrepresentations of opposing counsels. Judge Kishner repeatedly compounded her error by refusing to allow me to represent myself, striking my motions from the record unheard, obstructing my access to appeal or to pursue quiet title claim in another district court, and expunging my Lis Pendens related to proceedings not in her court.

April 23, 2019 ex-parte hearing

[4/23/19 minutes](#)

[Recorder's Transcript of Hearing: All Pending Motions April 23, 2019](#)

[29-minute video of 4/23/19 ex parte hearing closed captioned](#)

[1-minute video *What exactly did Judge Kushner know?*](#)

[4/23/19 annotated hearing transcript](#)

Judge Kushner specifically postponed starting the unnoticed hearing Hong showed up for in order to have her clerk contact Dept. 16 to find out when Melanie Morgan was going to show up.

Page 2

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?

When Morgan appeared, Judge Kushner stated she left the unnoticed hearing on the calendar to “find out what’s going on in this case”

Page 2-3 4/23/19 RTRAN

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

Page 3

1 today's hearing for the mere purpose -- the Court needed to

2 find out what was going on in this case --

Judge Kushner proceeded with an unnoticed hearing about my opposition in my absence without questioning why neither my counsel nor I wasn't there when she apparently had an inkling of the lack of notice.

Page 4 4/23/19 RTRAN

COURT: 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.

Judge Kishner erred by meeting ex parte and relying on the misrepresentations of opposing counsels to strike all my Pro Se motions and evidence rather than just canceling the hearing and complying with Rule 11(a)

“The court must strike an unsigned paper unless the omission is promptly corrected after being called to the attorney’s or party’s attention.”

Rule 11. Signing Pleadings, Motions, and Other Papers; Representations to the Court; Sanctions

(a) **Signature.** Every pleading, written motion, and other paper must be signed by at least one attorney of record in the attorney’s name — or by a party personally if the party is unrepresented. The paper must state the signer’s address, email address, and telephone number. Unless a rule or statute specifically states otherwise, a pleading need not be verified or accompanied by an affidavit. The court must strike an unsigned paper unless the omission is promptly corrected after being called to the attorney’s or party’s attention.

List of my Pro Se filings that Judge Kishner declared stricken *sua sponte* by bench orders at the 4/23/19 hearing without notice to me or my attorney or the NRCP 11(a) opportunity for Joe to promptly correct the problem by signing the documents.

4/9/19 [Tobin/Hansen Trust Notice of completion of mediation](#) Neither Jimijack nor Nationstar nor Jimijack nor Lee submitted any filed claims to mediation and so Judge Kishner lacked jurisdiction under NRS 38.310(2) to provide them declaratory relief against parties (me and the Hansen Trust that were compliant).

- 1.
2. 4/9/19 [Tobin Notice of appearance to return to Pro Se status](#)
3. 4/10/19 [Tobin Opposition to Nationstar's motion for summary judgment against Jimijack and countermotion for summary judgment](#)
4. 4/12/19 19 [Tobin notice of appearance to return to Pro Se status as an individual](#) (duplicate filed in error)
5. 4/12/19 [Tobin/Hansen Trust Notice of completion of mediation](#) (duplicate filed in error)
6. 4/12/19 [Tobin OPPC vs Nationstar and Jimijack](#) (duplicate filed in error)
7. 4/17/19 [Tobin reply to support joinder to Nationstar motion for summary judgment](#)

[4/23/19 minutes](#)

[Recorder's Transcript of Hearing: All Pending Motions April 23, 2019](#)

[29-minute video of 4/23/19 ex parte hearing closed captioned](#)

1-minute video [What exactly did Judge Kishner know?](#)

PARTIES

PRESENT: Hong, Joseph Y. Attorney for Plaintiff
Morgan, Melanie D. Attorney for Defendant -
Nationstar

JOURNAL ENTRIES

- TOBIN OPPOSITION TO NATIONSTAR MOTION FOR SUMMARY JUDGMENT AGAINST JIMI JACK AND COUNTERMOTION FOR SUMMARY JUDGMENT TOBIN OPPOSITION TO NATIONSTAR MOTION FOR SUMMARY JUDGMENT AGAINST JIMI JACK AND COUNTERMOTION FOR SUMMARY JUDGMENT

COURT NOTED on April 9, 2019 a Notice of Appearance was filed; however a Notice of Withdrawal was never received from Mr. Mushkin's firm on behalf of Ms. Tobin. Mr. Hong stated Mr. Mushkin's office represented Tobin as the trustee for the Hansen Trust, not as an individual. Further, when Ms. Tobin appeared in the case originally, in proper person, the Court advised her she did not have standing because she was not the trustee. Thereafter, she appeared as the trustee and Mr. Mushkin represented her. Further, she did not have standing due to as an individual she did not have anything to do with this case. Additionally, when the Court granted the HOA's Motion for Summary Judgment against the Trust that concluded. Therefore, Ms. Tobin filed an opposition/counter-motion in proper person, individually. Ms. Tobin did not have standing in this case. The only party that had standing was the trust being they were the former owner when the foreclosure occurred. Moreover, Ms. Tobin intervened in the other case that was consolidated with this case as a trustee. COURT FURTHER NOTED in was in receipt of a Notice of Settlement of Nationstar, Joel Stokes and Sandra F.

PRINT DATE: 05/09/2019

Page 1 of 3

Minutes Date: April 23, 2019

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

PRINT DATE: 05/09/2019

Page 2 of 3

Minutes Date: April 23, 2019

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

Joseph Hong and Melanie Morgan mischaracterized my standing, their clients' standing, the fact, the evidence, and the court record to obstruct my evidence from being heard. I'm filing this complaint against the judge because she was a full party to the improper conduct. She let them tell her what to do because she didn't understand.

The court caused, or allowed, fraudulent misrepresentations to be made ex parte by opposing counsels Hong and Morgan, and then relied on those statement to unfairly deprive me of my rights without an opportunity to be heard.

02/05/2019 **Motion for Summary Judgment**
Cross-Defendant Sun City Anthem Community Association's Motion For Summary Judgment

02/12/2019 **Joinder**
Nationstar Mortgage LLC's Limited Joinder To Sun City Anthem Community Association's Motion For Summary Judgment

02/13/2019 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

02/20/2019 **Stipulation and Order for Dismissal Without Prejudice**
Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes LLC and F. Bondurant LLC

02/20/2019 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant, LLC

03/05/2019 **Motion for Summary Judgment** (4:45 PM) (Judicial Officer Kishner, Joanna S.)
03/05/2019, 03/26/2019
Cross-Defendant Sun City Anthem Community Association's Motion For Summary Judgment
[Parties Present](#)
03/12/2019 Reset by Court to 03/05/2019

03/05/2019 **Joinder** (4:45 PM) (Judicial Officer Kishner, Joanna S.)
03/05/2019, 03/26/2019
Nationstar Mortgage LLC's Limited Joinder To Sun City Anthem Community Association's Motion For Summary Judgment
[Parties Present](#)
03/12/2019 Reset by Court to 03/05/2019

03/05/2019 **Opposition to Motion For Summary Judgment**
Cross-Claimant Nona Tobin's Opposition to Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment

03/05/2019 **All Pending Motions** (4:45 PM) (Judicial Officer Kishner, Joanna S.)
[Minutes](#)
Result: Matter Heard

03/06/2019 **Reply in Support**
Cross-Defendant Sun City Anthem Community Association's Reply In Support Of Its Motion For Summary Judgment

03/07/2019 **Stipulation and Order**
Stipulation and Order Reforming Caption

03/07/2019 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order Reforming Caption

03/12/2019 **Amended Notice of Entry of Order**
Amended Notice of Entry of Stipulation and Order Reforming Caption

03/18/2019 **Three Day Notice of Intent to Default**
Nationstar Mortgage LLC's Three Day Notice Of Intent To Take Default Against Jimijack Irrevocable Trust

03/21/2019 **Motion for Summary Judgment**
Nationstar Mortgage LLC's Motion for Summary Judgment (Hearing Requested)

03/22/2019 **Clerk's Notice of Hearing**
Notice of Hearing

03/25/2019 **Reply to Counterclaim**
Jimijack Irrevocable Trust's Reply To Nationstar Mortgage, LLC.'s Counterclaim

03/26/2019 **Status Check** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
[Parties Present](#)

<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11605011>

6/12

Note that Judge Kishner sua sponte granted the HOA motion for summary judgment on 3/5/19 after ignoring the opposition and declaration u

12/9/2020

<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11605011>

03/14/2019 *Reset by Court to 03/26/2019*
Result: Matter Heard
03/26/2019 **All Pending Motions** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard
04/12/2019 **Notice of Settlement**
Notice of Settlement
04/15/2019 **Stipulation and Order**
Stipulation and Order to Extend Briefing Schedule for Nationstar Mortgage LLC's Motion for Summary Judgment and Continue Hearing
04/17/2019 **Findings of Fact, Conclusions of Law and Order**
Findings Of Fact, Conclusions Of Law And Order On Cross-Defendant Sun City Anthem Community Association s Motion For Summary Judgment
04/18/2019 **Notice of Entry**
NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ON CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION S MOTION FOR SUMMARY JUDGMENT
04/19/2019 **Response**
Nationstar Mortgage LLC's Response to Nona Tobin's Opposition to Nationstar Mortgage LLC's Motion for Summary Judgment against Jimijack and Countermotion for Summary Judgment
04/22/2019 **Notice of Entry of Stipulation and Order**
Notice Of Entry Of Stipulation And Order To Extend Briefing Schedule For Nationstar Mortgage LLC s Motion For Summary Judgment Anc [sic] Continue Hearing
04/23/2019 **Opposition and Countermotion** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
Tobin Opposition to Nationstar Motion for Summary Judgment Against Jimijack and Countermotion for Summary Judgment
Result: Matter Heard
04/23/2019 **Opposition and Countermotion** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
Tobin Opposition to Nationstar Motion for Summary Judgment Against Jimijack and Countermotion for Summary Judgment
Result: Matter Heard
04/23/2019 **Notice of Withdrawal of Motion**
Notice of Withdrawal of Nationstar Mortgage LLC's Motion for Summary Judgment
04/23/2019 **All Pending Motions** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard
04/25/2019 **Pre Trial Conference** (10:15 AM) (Judicial Officer Kishner, Joanna S.)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

Page 1

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 MELANIE D. MORGAN, ESQ.

NATIONSTAR MORTGAGE, LLC:

FOR COUNTER CLAIMANT NO APPEARANCE

NONA TOBIN:

RECORDED BY: SANDRA HARRELL, COURT RECORDER

TRANSCRIBED BY: VERBATIM DIGITAL REPORTING, LLC

Page 2

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.

Page 6 Hong's statements are refuted by the minutes of the 12/20/16 hearing
See [12/20/16 annotated transcript](#)

PARTIES

PRESENT:	Hong, Joseph Y.	Attorney for Pltf.
	Tobin, Nona	Other

JOURNAL ENTRIES

- Ms. Tobin stated she was the beneficiary and trustee of the trust that was the owner of the property at the time of the disputed Homeowners Association sale. Ms. Tobin argued she had an interest in the property, her motion was timely filed and served, and that Pltf.'s opposition was not timely filed and as such pursuant to 2.20 should be disregarded. Mr. Hong argued the case was over a year and a half old and at this juncture it was between Nationstar and his client and that the question was whether the deed of trust was free and clear or not. Mr. Wong argued there was no right of redemption and that he did not see any right Ms. Tobin could claim and that his opposition was timely filed. Following further arguments by Ms. Tobin, COURT STATED FINDINGS AND ORDERED, Motion GRANTED; Ms. Tobin has until January 6, 2017 to prepare the order. COURT FURTHER ORDERED the parties to complete the JCCR and prepare the appropriate report.

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.

Hong's false statement is refuted by the [5/24/17 Notice of Appearance](#)

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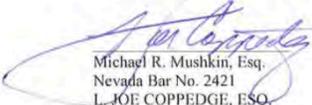
NONA TOBIN, an individual and Trustee of the GORDON B. HANSEN TRUST, dated 8/22/25, Cross-Claimant, vs. SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., DOES 1-10, and ROE CORPORATIONS 1-10, inclusive, Cross-Defendant.
--

NOTICE OF APPEARANCE OF COUNSEL

Please take notice that Michael R. Mushkin, Esq., and L. Joe Coppedge, Esq., of the law firm Michael R. Mushkin & Associates hereby enters his appearance as counsel of record for Counter-Claimant/ Cross-Claimant, Nona Tobin, an individual and as Trustee of the Gordon B. Hansen Trust. As such, please direct copies of any and all pleadings, papers, notices, correspondence, and any and all documents concerning this matter to said counsel.

DATED this 24 day of May, 2017

MICHAEL R. MUSHKIN & ASSOCIATES


Michael R. Mushkin, Esq.
Nevada Bar No. 2421
L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
4475 South Pecos Road
Las Vegas, Nevada 89121

Hong's statements and the court's misunderstandings are also refuted by the Court's 4/27/17 denial of the HOA's motion to dismiss me as an individual

See [pages 3-13 of the 4/27/17 RTRAN annotated.](#)

11 Okay. So the Court's going to rule on Sun City
12 Anthem Community Association's Motion to Dismiss cross
13 claimant Nona Tobin as Individual and Trustee of the Gordon B.
14 Hansen's Trust Cross-Claim.

15 The Court is going to grant in part and -- excuse
16 me, defer it in part, and deny it in part; okay?

17 The Court is going to defer it. I'm going to set a
18 Status Check for 15 days to see if there is corporate counsel
19 under EDCR 7.42, with regards to the Trustee role, okay, which
20 is consistent with ensuring that we have a corporate Trustee.

21 I am going to deny it without prejudice with regards
22 to Nona Tobin as an individual, because as an individual, I
23 have to look at the face of what the pleadings are before me,
24 and given the assertions set forth under purely a 12(b)
25 standard, the Court would find it's appropriate to deny

Page 12

Note that attorneys for the HOA did not enter [Judge Kushner's 9/14/17 order](#) regarding its two motions to dismiss me as an individual and as the trustee – [2/23/17 MTD per NRS 38.310](#) and [3/22/17 MTD per rule 41 for being a Pro Se](#) until 9/20/17, four months after the hearing and a month after the attorneys [unlawfully removed me from my elected HOA board seat](#) for being a party to this quiet title litigation.

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
Page 7

done. And so what -- what Ms. Tobin did then, she tried to go
2 do an end-around and file this Opposition Countermotion 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 –

These misstatements are refuted in the [4/24/19 MVAC](#) Motion to Vacate that I filed as a Pro Se before I found out at the pre-trial hearing on 4/25/19 that Judge Kushner had met on 4/23/19 ex parte with Morgan and Hong.

Electronically Filed
4/24/2019 11:58 PM
Steven D. Grierson
CLERK OF THE COURT
Steven D. Grierson

1 NONA TOBIN
2 2664 Olivia Heights Avenue
3 Henderson NV 89052
4 Phone: (702) 465-2199
5 nonatobin@gmail.com
6 *Defendant-in Intervention/ Cross-Claimant*
7 *In Proper Person*

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIACK IRREVOCABLE TRUST,
11 Plaintiff,
12 vs.
13 BANK OF AMERICA, N.A.,
14 Defendant.

15 NATIONSTAR MORTGAGE, LLC,
16 Counter-Claimant,
17 vs.
18 JIMIACK IRREVOCABLE TRUST;
19 Counter-Defendant

20 NONA TOBIN, an individual, Trustee of the GORDON B. HANSEN TRUST, dated 8/22/08
21 Cross-Claimant,
22 vs.
23 JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIACK IRREVOCABLE TRUST; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., Yuen K. Lee, an individual, d/b/a Manager, F. Bondurant, LLC, and DOES 1-10 AND ROE CORPORATIONS 1-10, inclusive
24 Cross-Defendant.

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

MOTION TO VACATE SUN CITY ANTHEM MOTION FOR SUMMARY JUDGMENT AND NATIONSTAR MORTGAGE JOINDER THERETO AND COUNTERMOTION FOR SUMMARY JUDGMENT

Page 1 of 29

1 COMES NOW, NONA TOBIN, an Individual, Defendant-in Intervention/ Cross-
2 Claimant, appearing henceforth in proper person, hereby submits the following Motion to
3 vacate the Sun City Anthem Motion for Summary Judgment and Nationstar Mortgage, LLC's
4 Joinder Thereto, entered on April 17, 2019, pursuant to RNRCF Rule 60(b).

5 A Counter Motion For Summary Judgment Against Sun City Anthem is incorporated
6 herein. This motion is based on all papers and pleadings on record herein, and any oral
7 arguments the court may consider at the time of hearing on this matter.

8 **I. Hearing requested to coincide with pending motions to prevent fraud**

9 1. Tobin petitions this court to hear this motion to vacate the April 17, 2019 Order and the
10 counter motion herein with all other pending motions on a date outside of May 2 -May 9, 2019
11 prior to the May 28, 2019 date set for trial.

12 2. Jimijack and NSM are perpetrating a fraud upon this Court, i.e., to conceal that they have
13 no admissible evidence to support their claims of ownership. They are employing procedural
14 sleights of hand to prevent the court from hearing Tobin's evidence against them. It is for this
15 reason that Tobin petitions the court to consider all pending motions simultaneously when all
16 parties are present with Tobin appearing as a Pro Se.

17 3. Tobin earlier requested that the court hear her April 12, 2019 Opposition to Nationstar
18 Mortgage's (NSM's) Motion for Summary Judgment against Jimijack Irrevocable Trust
19 (Jimijack) and Countermotion against Jimijack on April 23, 2019 in conjunction with NSM's
20 motion for summary judgment against Jimijack

21 4. Jimijack did not file any opposition to NSM's March 21, 2019 motion for summary
22 judgment.

23 5. To date, Jimijack has not filed any opposition to Tobin's April 12, 2019 motion for
24 summary judgment.

Page 2 of 29

Pages 18-29 of the 4/24/19 MVAC includes another motion for summary judgment that Judge Kishner did not consider based on the misrepresentations of Hong and Morgan at the 4/23/19 hearing.

Pages 30-72 include documentary evidence to support voiding the HOA sale that judge Kishner did not look at.

1 concealing, withholding, and falsifying books and records, is certainly not
 2 coming in with clean hands.
 3 Income Inv'r's v. Shelton, at 974-75.

4 103. Tobin petitions the court to apply this standard of unclean hands and equitable estoppel
 5 to the opposing parties.

6 V. **CONCLUSION**

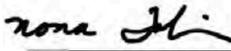
7 104. Tobin petitions the court to vacate the order for summary judgment against her as SCA
 8 and NSM did not meet their burden to establish that there are no disputed material facts.

9 105. Tobin petitions the court to consider the entire legal frame work applicable to this case
 10 and vacate the Order as neither SCA nor NSM are entitled to summary judgment against Tobin
 11 as a matter of law.

12 106. Tobin requests that the Court schedule to hear all pending motions, oppositions, and
 13 replies simultaneously on a date outside May 2 through 9, 2019.

14 107. Judicial notice is requested of the coversheet summarizing the contents to the exhibits to
 15 Tobin's 4/17/19 pleading

16 Dated this 24th day of April, 2019.

17 

18 NONA TOBIN
 19 2664 Olivia Heights Avenue
 20 Henderson NV 89052
 21 Phone: (702) 465-2199
 22 nonatobin@gmail.com
 23 *Defendant-in Intervention/ Cross-Claimant*
 24 *In Proper Person*

Page 17 of 29

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2

3

4 **I. TOBIN MOVES FOR SUMMARY JUDGMENT**

5 1. The sale did not comply with all the applicable statutes as established by the evidence
 6 Tobin provided and which SCA did not produce any credible, certified or admissible evidence to
 7 refute. SCA did not provide the notices required by NRS 116.31162(4), NRS 116.31163, NRS
 8 116.311635, or provide a deed to the Ombudsman per NRS 116.31164(3)(b), and did not distribute
 9 the proceeds of the sale as mandated by NRS 116.31164(3)(c).

10 2. SCA did not provide any of the notice and due process required by NRS 116.31031 and
 11 SCA bylaws 7.4.

12 3. SCA acting unreasonably and prevented the delinquency from being cured on two
 13 occasions and rejected the super-priority amount twice.

14 4. The sale was not authorized by valid SCA Board action. The SCA Board did not take any
 15 documented vote in any duly-called Board meeting to authorize the sale. There are no minutes
 16 certified by the SCA Board President and Secretary documenting a motion, second, or vote to
 17 approve any actions taken by Red Roek Financial Services

18 5. vote compliant with NRS 116.31083 and NRS 16.31085, documents any Board vote to
 19 authorize the foreclosure sale of 2763 White Sage Drive.

20 6. As there is no SCA record that SCA foreclosed and sold the property,

21 7. As the sale price was commercially unreasonable, i.e., sold for \$63,100, less than 18% of
 22 the \$353,529 Real Property Transfer Tax value on the day of the sale and the \$358,800 offer on
 23 the table pending lender approval, and evidence supports a finding that the sale unfair and
 24

Page 18 of 29

Here is the table of contents of the 4/24/19 motion to vacate and the motion for summary judgment to void

TOC 4/24/19 Tobin MVAC vs. SCA MSJ & NSM Joinder

- I. Hearing requested to coincide with pending motions to prevent fraud
- II. MOTION TO VACATE ORDER , APRIL 17, 2019, PURSUANT TO NRCP RULE 60 (b) Relief From a Judgment or Order
- III. SCA AND NSM DID NOT MEET THEIR BURDEN PURSUANT TO RULE 56(C) OF NO DISPUTED MATERIAL FACTS
 - A. Facts listed in Findings of Fact are Disputed
 - B. Evidence Presented to Dispute "Findings of Fact"
 - C. Per rule 56(d) Tobin petitions court to admit authenticated records previously excluded.
 - D. SCA waived its objection to the admissibility of the Ombudsman's Compliance Record by failing to object to it for nearly three years
 - E. Per rule 56(c)(2) Tobin raises an objection to SCA's allegations are not supported by admissible evidence.
 - F. Sun City Anthem evidence does not meet the Rule 56 (c)(4) standard re supporting factual positions
 - G. NSM evidence does not meet the Rule 56 (c)(4) standard re supporting factual positions
 - H. The entire sale is void due to SCA's rejection of \$825 that would have cured the default, not just the super-priority portion
- IV. CONCLUSIONS OF LAW WERE TOO NARROWLY CONSTRUED
 - A. Tobin does not have unclean hands by virtue of a single error of memory.
 - B. Equitable estoppel standard must be equally applied.
- V. CONCLUSION

4/24/19 TOBIN MOVES FOR SUMMARY JUDGMENT

II. LEGAL STANDARD

Rule 60. Relief From a Judgment or Order

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;
- (6) any other reason that justifies relief.
- (3) set aside a judgment for fraud upon the court

III ARGUMENT

Shadow Wood, 132 Nev., Adv. Op. 5, 366 P.3d at 1112

Sale was not authorized by official Board action

NO NOTICE OF ANY VOTE RE 2763 WHITE SAGE ON ANY AGENDA

NO CERTIFIED BOARD MINUTES DOCUMENT ANY VOTE TO SELL

IT IS IMPERMISSIBLE TO SANCTION AN OWNER IN A CLOSED MEETING.

[NRS 116.31085](#)

UNDISPUTED FACTS

[SCA 315](#)

VI. CONCLUSION

EXHIBITS

- 1. Authenticated Ombudsman Notice of Sale Compliance Records
- 2. Tobin 3/5/19 DECL
- 3. Leidy 5/11/18 DECL
- 4. Tobin 5/11/18 DECL annotated to correct check 143 and 10/3/12 letter
- 5. Table of Authorities

Judge Kushner's meeting ex parte with two opposing counsels and allowing to define her understanding of my case and my standing in my absence and the absence of counsel is egregious enough on its own, but because of this, I don't believe to Judge Kushner could be fair to me as the trustee should the Court of appeals remand [case 79295](#) back to the district court.

Is there any way to let the Court of Appeals know of this so they don't just rule against me on misinformation or remand the case back to a judge who has allowed opposing counsels to fill her head with lies?

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 (See [transcript 9/29/19 hearing](#))

09/29/2016 | **Motion to Intervene** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Third Parties Nona Tobin and Steve Hansen's Motion to Intervene

Minutes

09/16/2016 3:00 AM

09/29/2016 9:00 AM

- Matter argued and submitted. COURT ORDERED, Third Parties Nona Tobin and Steve Hansen's Motion to Intervene is Procedurally DENIED WITHOUT PREJUDICE. Ms. Tobin states she will re-file. Mr. Hong to prepare the order, circulating for approval as to form and content.

Page 8 This is refuted by me appearing as Nona Tobin, an individual, in all the proposed pleading attached to the [11/15/16 MINV](#) motion to intervene that was granted at the 12/20/16 hearing (proposed AACC pg 37; page 63 shows page 2 of proposed CRCM vs the HOA

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

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

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

11 Plaintiffs,

12 vs.

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

17 Defendants.

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

**NONA TOBIN'S ANSWER TO
PLAINTIFF'S COMPLAINT AND
COUNTERCLAIM**

18 NONA TOBIN, an individual, and Trustee of
19 the GORDON B. HANSEN TRUST, dated
20 8/22/08

21 Counter-Claimant,

22 vs.

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

Counter- Defendants.

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

4 Cross-Claimant,

5 vs.

6 SUN CITY ANTHEM COMMUNITY
7 ASSOCIATION, INC.,

8 Cross-Defendant.

9 **CROSSCLAIM**

10 COMES NOW, Defendant-In-Intervention/Cross-Claimant, NONA TOBIN, Trustee of
11 the Gordon B. Hansen Trust, (hereinafter "*Cross-Claimant*" or "*TOBIN*"), in proper person, and
12 hereby submits her cross claim against SUN CITY ANTHEM COMMUNITY ASSOCIATION,
13 INC ("*Cross-Defendant*" OR "*HOA*") as follows:

14 **I.**

15 **PARTIES, JURISDICTION, AND VENUE**

16 1. Cross-Claimant, NONA TOBIN, is an Individual, and is a resident of Sun City
17 Community Association, Inc. (Herein "*HOA*") Henderson, Nevada. TOBIN is a both a
18 beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein "*GBH TRUST*"), dated
19 8/22/08, the titleholder of the Subject Property at the time of the disputed foreclosure sale
20 (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

1 NONA TOBIN, an individual, Trustee of the
2 GORDON B. HANSEN TRUST, dated
3 8/22/08
4 Cross-Claimant,
5 vs.
6 OPPORTUNITY HOMES, LLC, THOMAS
7 LUCAS, Manager
8 Cross-Defendant.

8 **NONA TOBIN'S CROSSCLAIM AGAINST THOMAS LUCAS**
9 **D/B/A OPPORTUNITY HOMES, LLC**

10 COMES NOW, Cross-Claimant, NONA TOBIN, Trustee of the Gordon B. Hansen Trust,
11 (hereinafter "*Cross-Claimant*" or "*TOBIN*"), in proper person, and hereby submits her cross
12 claim against THOMAS LUCAS (Herein "*LUCAS*") d/b/a OPPORTUNITY HOMES, LLC
13 (Herein "*OP HOMES*") AS FOLLOWS:

14 **I.**
15 **PARTIES, JURISDICTION, AND VENUE**

- 16 1. Cross-Claimant, NONA TOBIN (Herein "*Cross-Claimant*" or "*TOBIN*"), is an
17 Individual, and is a resident of Sun City Community Association, Inc. (HOA), Henderson,
18 Nevada. She is a both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein
19 "*GBH TRUST*"), the titleholder of the Subject Property at the time of the disputed foreclosure
20 sale (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").
- 21 2. Cross-Defendant TOMAS LUCAS (Herein "*LUCAS*") is a licensed Realtor (license
22 number BS.0000599) who works for Berkshire Hathaway Nevada Properties (Herein "*BHHS*")
23 under the Broker, Forrest Barbee, at 3185 St. Rose Parkway #100, Henderson, 89052.
- 24 3. OPPORTUNITY HOMES, LLC (Herein "*OP HOMES*") was registered with the

1 NONA TOBIN, an individual, Trustee of the
2 GORDON B. HANSEN TRUST, dated
3 8/22/08
4 Cross-Claimant,
5 vs.
6 YUEN K. LEE, an Individual, d/b/a Manager,
7 F. BONDURANT, LLC,
8 Cross-Defendant.

8 **NONA TOBIN'S CROSSCLAIM AGAINST**
9 **YUEN K. LEE D/B/A F. BONDURANT, LLC**

10 COMES NOW, Cross-Claimant, NONA TOBIN, Trustee of the Gordon B. Hansen Trust,
11 dated 8/22/08, in proper person, and hereby submits her cross claim against YUEN K. LEE d/b/a
12 F. BONDURANT, LLC, as follows:

13
14 **PARTIES, JURISDICTION, AND VENUE**

- 15 1. Cross-Claimant, NONA TOBIN (Herein "*Cross-Claimant*" or "*Tobin*"), is an
16 Individual, and is a resident of Sun City Community Association, Inc., Henderson, Nevada.
17 TOBIN is a both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein "*GBH*
18 *Trust*"), the titleholder of the Subject Property at the time of the disputed foreclosure sale (Herein
19 "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").
- 20 2. Cross-Defendant, YUEN K. LEE (Herein "*LEE*") is an individual, and upon
21 information and belief, is a resident of Clark County, Nevada. LEE is listed as the sole Manager
22 and the non-Commercial agent for F. Bondurant, LLC.

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

Page 9
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 an 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

Page 10

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

Page 11

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?

Page 12

Judge Kushner clearly understands that she is supposed to give everybody an equal opportunity to be heard.

She understood that she wasn't supposed to "let anybody who's here respond", but that's exactly what she did for a half hour.

She believed the hearing was supposed to be about my opposition to Nationstar's motion for summary judgment and my own motion for summary judgment. Setting aside for a moment that it was unnoticed, Judge Kushner should not have addressed anything else, let alone substantive issues that determined the outcome of my case without me or my attorney present.

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.

Page 13 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

Page 14
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.

Res Judicata is Hong's way of suppressing judicial scrutiny of evidence. This ploy was successful in case A-19-799890-C so that because of Joseph Hong's continually lying to the court's I have been forced to appeal in cases [82094 vs Hong](#), [82234 vs. Chiesi/Quicken](#) and an unnumbered 12/30/20 appeal vs Red Rock et al

Judge Kishner should have known what she was addressing plenty of things that weren't docketed.

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.

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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

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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.

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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,

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I you titled it a little bit --

Of course, opposing counsel would make these self-serving misrepresentations to suppress my evidence and prevent adjudication of my motions for summary judgment.

This allowed them to direct the court's attention away from the fact that neither one of their clients had standing to be in the case at all and that Judge Kushner did not have jurisdiction under NRS 38.310(2) to grant them declaratory relief against me.

This is complete hogwash. Nationstar never filed any claims against me, the Hansen Trust or the HOA.

I stated that I wanted to join Nationstar to void the sale completely and return us to our rights the day before the sale. I asked the court not to allow Nationstar to abuse the quiet title civil action process to create rights for itself that did not exist in law or in fact.

Nationstar did not file an opposition to my Pro se motion for summary judgment.

On [4/19/19 RESP.](#) it filed a duplicitous "Response" to get the court to believe that I was not claiming an adverse interest to Nationstar and so the court could let Nationstar and Jimijack settle out of court and just be done with me.

Judge Kushner helped them perpetrate this fraud by letting them create an alternate reality for her without adjudicating anyone's claims in an evidentiary hearing and by removing sua sponte from the court record the verified evidence I filed.

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

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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.

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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

Very, very deceptive of Melanie Morgan, given that it's on the record that my effort to void the sale was subject to the Hansen deed of trust and further, I filed a [verified complaint to the Nevada attorney general](#) on 3/14/19 accusing Nationstar and JimiJack of perjury, fraud, and perjury. The court and I believe Melanie Morgan should be sanctioned on or about 3/14/19.

Judge Kishner believes if she makes a pronouncement in open court based entirely on the oral argument of one attorney in the absence of the affected party that it is then an evidence-based decision.

This is astounding. Admittedly, I made a formatting error, on page 11 of 245 of the 4/10/19 document, but if she read far enough to see that i was accusing her pals of fraud on the court, she shouldn't have gone so far as to contact Morgan in Dept 16 to show up for an unnoticed hearing and the proceed in my absence and my attorney's absence, to get the accused parties to help her come up with a way to avoid looking into the crimnl accusations against them and to avoid adjudicating the MSJ on the merits.

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

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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

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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 --

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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

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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

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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

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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

Judge Kishner
allowed opposing
counsels to remove
me as a party when
the [3/7/19 SAO](#)
stipulation and order
to reform the caption
did not removed me
as a party as
individual nor did the
[3/12/19 ANEO](#)
amended order to
reform the caption

Nothing in the court
record supports Hong's
and Morgan's fraudulent
misrepresentations.

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

There never was a stipulation to remove me as an individual party.

The court did not enter an order to removed me until 6/24/19 NEFF final judgment order after trial and 11/22/19 post-trial judgment

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 2/7/2019 2:51 PM
 Steven D. Grierson
 CLERK OF THE COURT
Steven D. Grierson

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 1035 VILLAGE CENTER CIRCLE, SUITE 200
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 12 Attorneys for Nationstar Mortgage LLC

**DISTRICT COURT
 CLARK COUNTY, NEVADA**

10 JOEL A. STOKES and SANDRA F. STOKES, Case No.: A-15-720032-C
 11 as trustees of the JIMJACK IRREVOCABLE Dept. No.: XXXI
 12 TRUST, STIPULATION AND ORDER
 13 Plaintiff, REFORMING CAPTION

14 vs.
 15 BANK OF AMERICA, N.A.,
 16 Defendant,
 17 NATIONSTAR MORTGAGE LLC
 18 Counter-Claimant,

19 vs.
 20 JIMJACK IRREVOCABLE TRUST,
 21 Counter-Defendant,
 22 NONA TOBIN, an individual, and Trustee of
 23 the GORDON B. HANSEN TRUST. Dated
 24 8/22/08
 25 Counter-Claimant,
 26 vs.
 27 JOEL A. STOKES and SANDRA F. STOKES,
 28 as trustees of the JIMJACK IRREVOCABLE
 TRUST, SUN CITY ANTHEM
 COMMUNITY ASSOCIATION, INC., YUEN

Page 1 of 4
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AKERMAN LLP
 1035 VILLAGE CENTER CIRCLE, SUITE 200
 LAS VEGAS, NEVADA 89164
 TEL: (702) 634-5000 FAX: (702) 380-8572

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

5
 6 Joel A. Stokes and Sandra F. Stokes as Trustees of the Jimjack Irrevocable Trust
 7 (Jimjack Trust) and Yuen K. Lee d/b/a F. Bondurant, LLC, through their counsel of record,
 8 Joseph V. Hong, Esq. of Hong & Hong; Sun City Anthem Community Association, Inc. (Sun
 9 City HOA), through its counsel of record, David T. Ochoa, Esq. of Lipson Neilson, P.C.;
 10 Nationstar Mortgage LLC (Nationstar), through its counsel of record, Melanie D. Morgan of
 11 Akerman LLP, and Nona Tobin, an individual and Trustee of the Gordon B. Hansen Trust
 12 (Tobin), through its counsel L. Joe Coppedge of Mushkin Cica Coppedge, stipulate and agree as
 13 follows:
 14 IT IS STIPULATED that the caption be amended to remove Tobin's cross-claims against
 15 Opportunity Homes, LLC and Thomas Lucas as a result of this Court's order granting Thomas
 16 Lucas and Opportunity Homes, LLC's motion for summary judgment entered on August 11,
 17 2017.
 18 IT IS FURTHER STIPULATED that the caption be amended to remove Nationstar's
 19 claims against Opportunity Homes, LLC and F. Bondurant, LLC as a result of the stipulation and
 20 order dismissing these claims entered on February 20, 2019.
 21 IT IS FURTHER STIPULATED that the caption be amended to remove Jimjack Trust's
 22 claims against Sun City HOA as Sun City HOA was never served with Jimjack Trust's
 23 complaint.
 24 IT IS FURTHER STIPULATED that the caption be amended to remove Nationstar's
 25
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Page 2 of 4
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ORDER

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

NONA TOBIN, as Trustee of the
GORDON B. HANSEN TRUST dated
8/22/08,
Counterclaimant,
vs.
JOEL A. STOKES AND SANDRA F.
STOKES, as Trustees of the JIMI/JACK
IRREVOCABLE TRUST; YUEN K.
LEE, an individual, d/b/a
Manager, F. BONDURANT, LLC.,
Counter-Defendants.

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

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8/24/2019 6:02 PM
Steven D. Grierson
CLERK OF THE COURT
Steven D. Grierson

FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT¹

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

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

JOANNA S. KISHNER
DISTRICT CLERK
DEPARTMENT 5550
LAS VEGAS, NEVADA 89103

Judge Kishner's statement "*All parties having an opportunity to present their case and the Court having considered the evidence*" and footnote are accurate only if it is legal for a judge to gift a \$500,000 quiet title to Plaintiffs who had no filed claims and no evidence, and without her ruling on the admissibility of their deed per NRS 111.345, AND it's legal for that judge to meet ex parte with opposing counsels to decide among themselves to remove me as a party with MANY filed, unheard claims that the judge eliminated simply by striking them from the record unheard.

"All claims by all other parties, other than those by the Counterclaimant against counter-defendants have either been resolved or eliminated due to rulings of the Court."

No evidentiary hearings. See [All Minutes](#)
No documentary evidence allowed at trial as a Rule 11 sanction that punished me alone. See 6/3/19
Nona Tobin, an individual, removed as a party by bench order on 6/3/19

<p>1 NTSO 2 MELANIE D. MORGAN, ESQ. 3 Nevada Bar No. 8215 4 DONNA M. WITTIG, ESQ. 5 Nevada Bar No. 11015 6 AKERMAN LLP 7 1635 Village Center Circle, Suite 200 8 Las Vegas, Nevada 89134 9 (702) 634-5000; Fax: (702) 380-8572 10 melanie.morgan@akerman.com 11 donna.wittig@akerman.com</p> <p>12 <i>Attorneys for Defendant in 13 Intervention/Counterclaimant, Nationstar 14 Mortgage LLC</i></p>	<p style="text-align: center;">DISTRICT COURT CLARK COUNTY, NEVADA</p> <p>15 JOEL A. STOKES and SANDRA F. STOKES, 16 as trustees of the JIMJACK IRREVOCABLE 17 TRUST, Plaintiff, 18 vs. 19 BANK OF AMERICA, N.A., 20 Defendant, 21 22 NATIONSTAR MORTGAGE LLC 23 Counter-Claimant, 24 vs. 25 JIMJACK IRREVOCABLE TRUST, 26 Counter-Defendant, 27 NONA TOBIN, an individual, and Trustee of 28 the GORDON B. HANSEN TRUST, Dated 8/22/08, Counter-Claimant, vs. JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMJACK IRREVOCABLE TRUST, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., YUEN K. LEE, an Individual, d/b/a Manager, F. BONDURANT, LLC, and DOES 1-10, and ROE CORPORATIONS 1-10, inclusive, Counter-Defendants.</p>	<p style="text-align: center;">Electronically Filed 3/12/2019 6:43 PM Steven D. Grierson CLERK OF THE COURT <i>Steven D. Grierson</i></p> <p>1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD: 2 PLEASE TAKE NOTICE that a STIPULATION AND ORDER REFORMING 3 CAPTION was entered on this 12th day of March, 2019 a copy of which is attached hereto as 4 Exhibit A. This Amended Notice of Entry of Order is filed to correct the caption on the Notice 5 of Entry of Order filed on March 7, 2019. 6 7 Dated: March 12, 2019 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28</p> <p style="text-align: center;">AKERMAN LLP</p> <p style="text-align: center;"><i>/s/ Melanie D. Morgan</i> MELANIE D. MORGAN, ESQ. Nevada Bar No. 8215 DONNA M. WITTIG, ESQ. Nevada Bar No. 11015 1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134</p> <p style="text-align: center;"><i>Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage LLC</i></p>

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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 --

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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

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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.

Page 31 Judge Kishner dismissed Nationstar from the case without Nationstar ever having presented any evidence to prove its claims or any to refute my evidence against it. Judge Kishner did not even look at the settlement documents that were obviously fraudulent. See [5/23/19 recorded "agreement"](#)

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

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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.)

