

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

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

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

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

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

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

## Attachment A

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

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

**Fwd: 2763 White Sage - Actions in District Court**

1 message

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

Wed, Sep 14, 2016 at 12:04 PM

To: Steve Hansen &lt;nasastevo@gmail.com&gt;, Mark Burton &lt;mark@meburton.com&gt;

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

From: "Nona Tobin" <nonatobin@gmail.com>  
Date: Sep 14, 2016 11:23 AM  
Subject: 2763 White Sage - Actions in District Court  
To: "Lori Martin" <lori.martin@scacai.com>  
Cc: "James Long" <jamesjlong@sent.com>

Hi Lori,

I forwarded you a notice from the court the other day that had a copy of our reply that was filed in court on Friday, but I thought afterward, it might confuse you. So here is another link to it.

 [A-15-720032-C-8574536\\_RPLY\\_Rep](#)

I would like to have you, the General Manager and the HOA Board aware of what is going on in relation to the various disputes over the title and the validity of the HOA foreclosure sale of 2763 White Sage.

I've also attached our original motion to intervene in case No. A730078 Nationstar v. Opportunity Homes LLC on 7/29/16. I had not realized there was a parallel case No. A720032, Joel A. Stokes and Sandra F. Stokes as Trustees of Jimijack Irrevocble Trust v. Bank of America and Sun City Anthem Community Association, that had been filed June 6, 2015.

 [061615 JJ v. bofa Complaint\\_Comp.pdf](#)

Jimijack did not record a Lis Pendens on the property to give notice of their case for a full year after filing it on until June 8, 2016. Jimijack filed their Lis Pendens ignoring my May 23, 2016 recorded request for notice.

Jimijack also failed to serve SCACAI even though SCACAI was named as a defendant and there were two causes of action claimed against SCACAI.

I am going to be filing our wrongful foreclosure complaint in court to get the full title to the property returned to us as the equitable title holders at the time of the disputed HOA foreclosure sale on August 15, 2014.

If Judge Kishner approves our Motion to Intervene on 9/16/16, I will file into the two recently combined lawsuits within probably 10 days of whatever timeframe the judge orders. If, against all odds, she wants some other judge to hear our case separately, we'll go it alone.

In either case, SCACAI is a necessary Defendant because the sale, however, improperly done, was done in your name and on your authority. And further, SCACAI was named in the original suit, although mysteriously, never served.

There are several claims we will be making in court regarding why the HOA foreclosure sale should be invalidated related to violations of due process and statutory procedurals and notice violations. While the SCACA Board may have taken actions that made the HOA sale procedurally deficient by violating NRS 116.31085 or the bylaws or the governing resolution executive session.

There are other allegations that I will be making against FirstService Residential and Red Rock Financial Services which I believe were done without the Board's knowledge or direction.

I plan to request review of these allegations against FirstService Residential and Red Rock Financial Services by the IRED Compliance Division rather than include them in detail in the court action to quiet title. I am preparing a certified letter detailing my claims to officially inform the Board of my proposed filing of an NRED 514a complaint.

 [Motion\\_to\\_Intervene\\_Minv.pdf](#)

**Re: Notice regarding quiet title litigation on 2763 White Sage**

2 messages

**Rex Weddle** <silasmrner@yahoo.com>  
Reply-To: Rex Weddle <silasmrner@yahoo.com>  
To: Nona Tobin <nonatobin@gmail.com>

Wed, Dec 21, 2016 at 3:17 PM

Nona, I understand your willingness to resolve the matter informally.

However, given that you are now legitimized as a party to the litigation it would be inappropriate for the Board to involve itself directly in any way except through the voice of our counsel.

Thank you for the holiday wishes. I wish you the same.

Rex

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This electronic message and any accompanying document(s) contain information belonging to the sender, which may be confidential and legally privileged. This information is intended solely for the use of the individual or entity to whom this electronic transmission was sent as indicated above. It may not be forwarded, in whole, in part, or amended, without the sender's prior approval. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information contained in this electronic transmission is strictly prohibited. If you have received this transmission in error, please notify us immediately by e-mail and delete the original message.

On Wednesday, December 21, 2016 3:07 PM, Nona Tobin <nonatobin@gmail.com> wrote:

Yesterday Judge Kishner approved my motion to intervene as a quiet title defendant. I definitely want to talk to you before I formally serve the HOA to see if we can find the easiest way to minimize the HOA's exposure.

Please note the objections stated by Plaintiff's counsel in the attached opposition. He reiterated at the hearing his position that I have no interest in the property and no right of redemption without prevailing first against the HOA to void the foreclosure sale. He totally wants the judge to ignore that the HOA agents, the buyer, the notary, the current party in possession and others committed fraud. He is trying to just dump the whole burden of litigation on the HOA which I am trying to avoid.

When can we meet to discuss this? Or do you prefer that I immediately schedule the matter to be heard by the Board at their next meeting?

As I said previously, this matter should not be delegated to staff. My experience with them has been that they (Sandy and Lori) will blow it off by telling me that they don't have to comply with my requests for information or listen when I offer information about how the interests of the membership would be better served.

Just to be clear, I am asserting the rights provided in NRS 116.31087:

**NRS 116.31087 Right of units' owners to have certain complaints placed on agenda of meeting of executive board.**

1. If an executive board receives a written complaint from a unit's owner alleging that the executive board has violated any provision of this chapter or any provision of the governing documents of the association, the executive board shall, upon the written request of the unit's owner, place the subject of the complaint on the agenda of the next regularly scheduled meeting of the executive board.

2. Not later than 10 business days after the date that the association receives such a complaint, the executive board or an authorized representative of the association shall acknowledge the receipt of the complaint and notify the unit's owner that, if the unit's owner submits a written request that the subject of the complaint be placed on the agenda of the next regularly scheduled meeting of the executive board, the subject of the complaint will be placed on the agenda of the next regularly scheduled meeting of the executive board.

(Added to NRS by 2003, 2218; A 2009, 2892)

Thanks. Hope you are having a great holiday season. I'll try not to take up too much of your time.

Nona Tobin  
4303x101  
(702) 465-2199

Nona

On Fri, Dec 16, 2016 at 7:19 AM, Nona Tobin <nonatobin@gmail.com> wrote:

**I would like to meet either with you as the Board President privately (preferably), or as a second, less desirable option, be placed directly on the Board agenda to go over the details of this complaint before it is officially served on the HOA and the attorney-hours clock starts ticking.**

I have attached the motion I filed to quiet title on a property that SCA foreclosed on for delinquent dues on 8/15/14. Actually, my motion is to intervene on two existing lawsuits that were consolidated last August.

The plaintiffs on the first one filed on 6/16/15 are the Stokes (Joel and Sandra Stokes as Trustees of Jimijack Irrevocable Trust v. Bank of America, Sun City Anthem Community Association) who currently have possession of the property.

The second lawsuit's plaintiff is Nationstar, the servicing bank who now falsely claims to own the beneficial interest of the first deed of trust (Nationstar v. Opportunity Homes, Inc.(the purported buyer at the HOA sale which is actually the alter ego of the Realtor Tom Lucas).

My interest in the property is as the executor of the estate of the homeowner at the time of the disputed HOA sale and as trustee and co-beneficiary of the Gordon B. Hansen Trust that actually held title.

I am intervening as a quiet title defendant with counter claims against the Stokes for fraud, unjust enrichment, and civil conspiracy with HOA agents and Realtor Tom Lucas among others. I also have counter-claims against Lucas for not being a bona fide purchaser for value and for abuse of his insider information as a Berkshire Hathaway Realtor when Berkshire Hathaway was under contract with me to sell the property. I have a counterclaim against Yuen K. Lee d/b/a F. Bondurant for fraudulently executing the quit claim deed that conveyed the property to the Stokes.

The motion to intervene as a defendant was filed per rule 24 which requires that I "serve a motion to intervene upon the parties as provided in Rule 5."

The unusual situation here is that although SCACAI was originally a named defendant in the Jimjack case since 6/16/15 and is still listed in the caption today, SCACAI was never served and therefore is not in the court's wiznet e-file list to be served under rule 5.

TOBIN 0951

Rule 5 says that "No service need be made on parties in default for failure to appear except that pleadings asserting new or different claims for relief against them shall be served upon them in the manner for provided for service of summons in rule 4."

To me, this means that since the SCA is a necessary party, although not previously served, given that the HOA sale in dispute was conducted under the authority of the SCA. Therefore, SCA will be served and receive proper notice of any litigation on this SCA property by me under rule 4 and ongoing SCA will be served all filings by all parties, as part of the regular wiznet e-file system.

The second attached document is the Stokes opposition to my intervention, claiming that I can only get relief by getting the HOA to void the sale.

My reply to the Stokes opposition to my intervention into the other quiet title cases on the same property is the third attached document. It deals with the untimeliness and insufficiency of the opposition motion.

My reply to the opposition motion does not address that I believe the Stokes want me out of the case because in my counter and cross claims, I allege very specific instances of fraud and conspiracy between Stokes, their attorney, HOA agents and others to fraudulently convey the property. Further, the failure to pay the HOA on two recorded transfers of the property either the new member setup fee or the 1/3 of 1% asset enhancement fee essentially stole this money from the HOA while concealing their illegal acts.

The proposed cross-claim against the HOA and HOA agents is on pages 62-85 and my goal is to get the HOA sale voided by the court for statutory and procedural violations as well as for fraud by the HOA agents.

Over the past five years since my fiance died, I have spent literally hundreds of hours dealing with the abusive practices of banks and debt collectors on this property. I do not believe the Board is aware of the abusive debt collection practices, bank fraud, notary violations, lying to enforcement officials and usurping of HOA Board authority to essentially steal a \$400,000 house that went on in this case, but I have documented it and I can prove it.

The claims in this lawsuit refer to illegal actions by RMI and/or FSR as the Managing Agent and FSR d/b/a Red Rock Financial Services as the debt collector, but these problems persist and are even exacerbated under self-management. It is difficult for the Board to assert that the liability for the mishandling of the debt collection and foreclosure process lies solely with FSR if the Board continues to turn a blind eye with a new vendor.

The Board needs to be put on notice that the debt collection agreements with Alessi & Koenig and subsequently with HOA Lawyers group, were like jumping from the frying pan into the fire. There are literally hundreds of unfair debt collection practice cases against Alessi and his various alter ego shell companies in Pacer.gov, not to mention state courts.

I can show you one (Melinda Ellis v. Alessi Trust Corporation and its successor Alessi & Koenig, LLC) where a jury awarded \$614,000 against them for violation of fiduciary duty. Months later, there was a motion to show cause why Alessi et al. failed to pay the award as agreed and ordered. 3:09-cv-0428-LRH-WGC, doc 245).

We were rated the number one senior community in the nation in 2011, and even at the height of the recession we had less than a 1.5% delinquency rate and now it is 0.83%. There is really no need for us to use vendors that act like pay day lenders or for the Board to continue to violate the due process rights of the HOA members to unjustly enrich the unscrupulous debt collectors.

TOBIN 0952

The hearing for my motion is on Tuesday, and I will contact you after that to inform you of the results and see whether you would like to meet with me alone first or if this item should be placed directly on the Board agenda. Or you can call me at the number below to discuss it.

Please note that I prefer not to discuss the case any further with staff as I do not believe the Board or the membership is well served by their advice on this matter.

✿ A-15-720032-C-8793920\_MINV\_Motion\_to\_Intervene\_Int

✿ A-15-720032-C-8879193\_ROPP\_Reply\_to\_Plaintiff\_Jim

✿ Plaintiff\_Jimijack\_Irrevocable\_Trust\_s\_Opposition\_'

Thank you for your review and thoughtful consideration of this matter.

Nona Tobin  
SCA member # 04303X101  
2664 Olivia Heights Ave.  
(702) 465-2199

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Nona Tobin <nonatobin@gmail.com>  
Cc: Rex Weddle <silasmrner@yahoo.com>

Thu, Dec 22, 2016 at 1:18 PM

Rex, if that's the way you want to handle the litigation on 2763 White Sage, that's fine. Please give me the name of the attorney, and I will serve the complaint on him/her after the order on intervention is signed and the complaint is filed.

If you approve it, I would like to give him a call in advance to go over it as there are multiple parties and issues. Please try not to view me in a strictly adversarial way. I have been an SCA member for nearly 13 years and plan to continue living here for decades to come. I am intervening as a quiet title defendant as a fiduciary, as the trustee and co-beneficiary of my late fiance's residence that I never lived in, but which has caused me considerable grief over the five years since he died, mostly due to bank fraud and abusive debt collection practices.

I am not an attorney, but I do have a post graduate certification in Municipal Management and 26 years as a public sector executive manager or appointed official, and another decade with non-profits. I have served on multiple Boards and Commissions, and I have been certified as a Mediator for municipal and neighborhood disputes. In saying this, I hope to convey that I know what I am talking about and have the skills and experience to equitably resolve these kinds of problems; I am acting in good faith; and I have an interest in having the HOA where I plan to continue living act in accordance with the law and to help the Board to act as fiduciaries to the membership.

Therefore, independent of the lawsuit, I will be submitting a letter to the Board pursuant to NRS 116.31087 to inform the Board how the HOA is currently under self management and using Alessi a/k/a HOA Lawyers Group, violating the governing documents and the Board's debt collection process. I will show how these current violations perpetuate violations of the statutes and governing documents and Board resolutions that were occurring while SCA was under contract with FSR as managing agent while FSR was simultaneously using their debt collector's license d/b/a Red Rock Financial Services.

The litigation I have is not a class action. However, my research uncovered substantial problems with the HOA's way of doing business that I think the Board should be aware of to act within the law and to avoid acting of the advice of people who are ripping off HOAs and their members.

For example, in an 7/26/16 affidavit by David Alessi, he states that Alessi & Koenig has been involved in over 800 HOA foreclosures between 2011-2015 and that their assets are to the breaking point because there are 500 cases pending against them.

TOBIN 0953

Without even getting to the fraudulent conveyances Alessi did to hide assets or the creation of the HOA Lawyers Group to shift responsibility for debt, you have to ask yourself how can SCA expect them to hold the HOA harmless in litigation over their practices if Alessi is filing declarations of non-monetary status and claiming non-culpability and that SB 239 should insulate them from any liability for monetary damages because they were acting solely as the foreclosure sale trustee?

m attaching without exhibits Alessi's affidavit and Bank of America's astonished reaction

Nona

[Quoted text hidden]

**Re: Notices re Violations of governing documents**

1 message

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

Fri, Sep 16, 2016 at 1:35 PM

To: Desi Rafailova &lt;Desi.Rafailova@scacai.com&gt;, Lori Martin &lt;lori.martin@scacai.com&gt;, James Long &lt;jamesjlong@sent.com&gt;

Bcc: Brandon Dalby &lt;bdalby1976@gmail.com&gt;, Mark Burton Jr &lt;mburton@audetlaw.com&gt;, Mark Burton &lt;mark@miburton.com&gt;, susan daum &lt;sfdaum@yahoo.com&gt;

I understand your reluctance to give me the actual notices SCA sent to Gordon Hansen in 2014 about a violation for dead trees. However, please note that SCA actually sent them to my house, and to me, as I am the executor of the estate of the addressee. Gordon Hansen had already been dead for two plus years then, and now dead for nearly five.

I understand that when quiet title litigation with two other litigants is already before a judge, you are being either cautious or just doing what the lawyer said to do. It is, however, counter-productive and just plain, a mistake to get adversarial and overly legalistic with me.

Maybe, you could compromise. As I am a member of this community, there is no valid reason to refuse to provide me with the standard operating procedures. Please send me the procedures, including the form letters you use that you use in notifying owners whenever there is an alleged violation of the governing documents.

To make you more comfortable, I'll tell you exactly what I am going to do with it. Please share this information request with your attorney or the Board or whoever you think should know.

I am asking for this information in good faith so as to resolve the disputed HOA sale. The only thing I want from the SCA Board is to get the SCA Board to not object when I ask the court to invalidate the HOA foreclosure sale of this particular house. I ask that they look at the facts of the HOA foreclosure sale of this particular house and agree that covert and fraudulent actions by SCA agents and non-bona fide purchasers are sufficient to support a court ruling that the most equitable remedy would be to void the sale. Although there were due process violations by SCA that need to be procedurally corrected, I have no intention of going after the SCA for restitution as damages were caused by the covert illegal actions of parties who actually took the money (\$60,000 excess proceeds from what SCA got) or title and possession of the \$400,000 house for One Dollar consideration conveyed by a fraudulently notarized Quit Claim Deed.

I intend to notify appropriate regulatory agencies about illegal and covert actions by parties other than SCA who are responsible for much more serious violations done to unfairly and illegally enrich themselves. I intend to involve the regulatory agencies because this isn't the only house this was done to.

My greatest hope is that the Nevada Department of Business and Industry, Real Estate and Finance Divisions and the Nevada Attorney General and the Nevada Secretary of State, Commercial Registration and Notary Divisions, will utilize their resources to address a systemic failure statewide caused by poorly crafted legislation that allows unscrupulous debt collectors and community association managers to usurp the authority of HOAs for their own profit without detection.

Although I have filed a motion to intervene on the two existing cases, Judge Kishner postponed today's scheduled decision to Sept. 29 which postpones the deadline I thought I would have to file the quiet title claim which is happening either way the judge decides, but as of now, I have not filed against SCA. We are not adversaries in an open litigation if

TOBIN 0955

that is your attorney's concern and how this tree sanction process against Gordon Hansen went down has nothing to do with Nationstar (who didn't sue you) or Jimijack (who didn't serve you).

My goal is to separate these complicated class action and criminal issues from my simple little quiet title claim on one SCA house. I intend to give sufficient facts to the regulatory agencies that they can address the systemic issues as they are supposed to do, but not do on my dime or on the SCA's dime.

I am going to file a 514a complaint against the former management company (FSR) for failure to appropriately train the Board to apply that resolution and the bylaws in relation to an allegation that the governing documents had been violated (delinquent dues) against the same owner, the same property, and at exactly the same time. I am alleging that this and other actions of theirs and fellow conspirators not only caused the HOA sale to be fraudulently conducted in the HOA's name and voidable as statutorily non-compliant, but some individual's action may rise to the level of criminal culpability.

I do not believe anyone on the SCA Board illegally profited from this or any other foreclosure that was done in its name. So my preference would be to not have SCA get intertwined with all that. That's why I want the actual documents of the notice of dead tree violation because I already have the notice of sanctions on that case and I want to report it was well and correctly handled.

If you don't give those exact documents to me, I would like to get the standard forms and boilerplate language to use in making my argument about how it should be done. I'm going to do it anyway so I just think it makes you look uncooperative and your attorney look like he's building fees.

Thanks in advance for any help you can give me.

Nona Tobin

(702) 465-2199

Nona

On Fri, Sep 16, 2016 at 10:07 AM, Desi Rafailova <Desi.Rafailova@scacai.com> wrote:

Good morning Nona Tobin,

I have spoken to our Community Manager and she advised to tell you that we must receive a court request in order to submit any documentation to you.

Desi Rafailova | Sun City Anthem

Community Standards Coordinator

The logo for Sun City Anthem, featuring the word "anthem" in a stylized, cursive font.

CONFIDENTIALITY NOTICE: This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this communication in error, please notify the sender immediately by email and delete the message and any file attachments from your computer. Thank you.

**From:** Nona Tobin [mailto:nonatobin@gmail.com]  
**Sent:** Wednesday, September 14, 2016 9:51 AM  
**To:** Compliance <Compliance@scacai.com>  
**Subject:** Notices re Violations of governing documents

I am a SCACA resident, member number 04303X101. I own the property at 2664 Olivia Heights Ave and have lived there since 2004. I am also the Successor Trustee and executor of the estate of Gordon B. Hansen, Grantor of the Gordon B. Hansen Trust, which owned the property at 2763 White Sage Dr. until the house was sold at a HOA foreclosure auction on August 15, 2014.

About a month or so before the house was auctioned off, I received, addressed to Gordon Hansen, notices that there was going to be a hearing regarding five dead plants and one dead tree that you sent to Gordon Hansen at 2664 Olivia Heights Ave since his address of record for a number of years both before and after his death was at my house.

Attached is the notice of fines you sent on August 13, 2014.

I would like to get a copy of the notice(s) you sent prior to the hearing.

I recall getting at least one and turning it over to Craig Leidy, Berkshire Hathaway Realtor who was handling in short sale that was in escrow at the time, and asking him to handle it. My sister had just gone into hospice, and in fact, died on August 18, 2014 so I was not able to deal with the association or a hearing personally as I was in California most of that month.

This information is important because there are currently three parties vying for quiet title to that property. If you, for whatever reason, have not retained a copy of the actual notice you sent, I would like to receive the boiler plate language that you use for such notices and the operational procedure you have to manage the process for administering sanctions for violations of the governing documents.

There is no allegation by any party that you did anything wrong in how this sanction was handled. In fact, I would like to commend you for the excellent protocol you established for the notice, hearing, appeal to the Board of Directors, and notice of the sanction imposed. I intend to offer it up as an example of appropriate due process for a homeowner against whom an allegation of a violation possibly warranting a sanction has been made.

Thank you for your assistance.

TOBIN 0957

**Fwd: More than you ever wanted to know about 2763 White Sage**

1 message

**Jim Long** <jamesjlong@sent.com>  
To: nonatobin@gmail.com

Thu, Aug 18, 2016 at 10:05 AM

Nona, below is my contact info. After our discussion this morning I don't know that I can provide any more info of value to you, but call if you think I can.

Jim Long

Cell : (702) 478-6030

2132 Silent Echoes Dr.

Henderson, NV 89044

Barb: (702) 715-5998

**From:** Barbara [mailto:barbolklong@hotmail.com]  
**Sent:** Wednesday, August 17, 2016 4:59 PM  
**To:** jimlong@sent.com  
**Subject:** Fwd: More than you ever wanted to know about 2763 White Sage

Sent from my iPad

Begin forwarded message:

**From:** Nona Tobin <nonatobin@gmail.com>  
**Date:** August 17, 2016 at 4:38:45 PM PDT  
**To:** barbolklong@hotmail.com  
**Subject:** Fwd: More than you ever wanted to know about 2763 White Sage

Hi Barb,

Could you forward this to Jim. I asked him if he would talk to me about this tomorrow after spinning, and it kept bouncing. I must have forgotten what he said his email was.

Thanks.

Nona

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

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

Date: Wed, Aug 17, 2016 at 12:53 PM

Subject: More than you ever wanted to know about 2763 White Sage

To: James.Long@sent.com

Thanks for agreeing to talk to me about this.

I need some help identifying defendants since I have evidence that shows that this wrongful foreclosure happened because the contractors acted in their own self interest rather than as fiduciaries per their contract. There are some irregularities in their corporate filings which make it a little tricky to follow the money.

I don't know if you were on the Board when this 8/15/14 sale happened, but I do know for sure the HOA only got \$2,700 of the \$63,100 Red Rock Financial Services collected from the sale and neither Nationstar nor the beneficiaries of the Gordon B. Hansen Trust saw a dime of the \$60,400 balance even though I asked for it.

I am going to be asking to have the foreclosure sale for delinquent HOA dues to be set aside due to substantial noncompliance with

1. the governing statutes (NRS116.31162-116.31168; NRS 38.300-360),
2. the CC&Rs section 8, p. 48-52,
3. the RMI Management Agreement dated 2/26/10
4. the SCA-HOA Collection of Assessment Policy dated 7/1/09
5. RRFS Delinquent Assessment Collection Agreement, dated 4/27/12 (which you signed)
6. the SCA Board resolution of delinquent assessment policy 10/1/13

The failure to properly distribute the \$63,100 proceeds from the sale is particularly troublesome and it is the part of the case where i haven't been able to find other cases for precedent. Did Red Rock or FSH/RMI ever discuss with the Board the option of the HOA taking title to the properties?

By the way, the current title holder, Joel and Sandra Stokes aka Jimijack, recorded title with a fraudulently notarized Quit Claim Deed for \$1 consideration on 6/9/15, but actually took possession per HOA records right after the foreclosure sale instead of the straw buyer who was a Berkshire Hathaway Realtor in the office where i had the property listed. Another fun fact, there was an offer on the table to sell the place two weeks before the sale for \$375,000 from Yvonne Blum, daughter of Marianne Blum who you know from our spinning class.

Since SCA contracted out all its accounting, debt collection, staffing and reporting to the Board, and you were on the Board and signed at least one of the contracts, I need some help in accurately identifying certain players and who reported what to the Board when you were there. Most of my causes for action are against the debt collectors: breach of contract, fraudulent concealment against authorities, unfairly enriching themselves by usurping the HOA's authority through fraudulent means. I would like your assistance in determining the degree to which the HOA Board received meaningful reports or was asked for authority to act.

Here are the questions i have so far:

TOBIN 0959

1. When were you on the Board?
2. Do you remember that these debt collection-related documents listed above (that I can show you) were the only ones being in use during that time period?
3. Who presented the reports to the Board regarding debt collection?
4. What was the process for deciding if and when to foreclose in an individual case?
5. What was the Board's involvement, if any, in the collection and foreclosure process?
6. Did the Board discuss individual cases in default in executive session?
7. How was action authorized?
8. Did the Board get reports on what happened to the houses that were foreclosed on or the money that was collected above the amount the HOA got?
9. Were you aware of any required mediation process involving the NV Dept of Real Estate Ombudsman?

Here are some links:



**042712 Delinquent Assessment Collection Agreement.pdf**



**Delinquent Assessment Policy & Procedure 100113.pdf**



**A-16-730078-C-8434332\_MINV\_Motion\_to\_Intervene.pdf**

Judge Joanna Kirshner will decide on Sept. 16 in chambers on my motion, but joined or not, I want to file the complaint right after that.

Thanks again for looking at this.

Nona

**Re: FW: More than you ever wanted to know about 2763 White Sage**

1 message

**Nona Tobin** <nonatobin@gmail.com>  
To: Jim Long <jamesjlong@sent.com>

Fri, Aug 19, 2016 at 11:32 AM

Thanks, Jim. I found the March, 2014 FSR contract that was current at the time of the sale on the website. Lori Martin only sent me the RMI one from 2010 and I am assuming there was no other one in between. It makes more sense now.

As I said, I'm not going after the HOA. I think Red Rock and FSR were being deceitful to the Board for their own financial gain. It's interesting that the case I'm intervening on named the SCA-HOA as a defendant but never served them. I want to try to not name the SCA-HOA if I can just name their agents since I think they violated their contracts. I would like to them on the service list though because it seems wrong if they are not informed.

Judge Robert C. Jones ruled in the Federal Thunder Bay case that the HOA is not a necessary party in a quiet title action since they got paid the dues and didn't go on title.

A few questions about executive session.

1. When the Board was asked to take action on an individual property, was there any type of notice, either on the agenda by Red Rock ID number or general topic or by notice to the affected property owner?
2. Did Red Rock tell the Board about such things as the OMB mediation process, pending sales, requests for payment plans, offers of partial payment, the homeowner's death, or any factor other than the amount the Red Rock said was delinquent?
3. How was the action of the Board if and when to foreclose on a particular property reported out of executive session?

Thanks again for your help.

Nona

Nona

On Thu, Aug 18, 2016 at 10:05 AM, Jim Long <jamesjlong@sent.com> wrote:

Nona, below is my contact info. After our discussion this morning I don't know that I can provide any more info of value to you, but call if you think I can.

Jim Long

Cell : (702) 478-6030

2132 Silent Echoes Dr.

Henderson, NV 89044

Barb: (702) 715-5998

**From:** Barbara [mailto:barbolklong@hotmail.com]

**Sent:** Wednesday, August 17, 2016 4:59 PM

**To:** jimlong@sent.com

**Subject:** Fwd: More than you ever wanted to know about 2763 White Sage

Sent from my iPad

Begin forwarded message:

**From:** Nona Tobin <nonatobin@gmail.com>  
**Date:** August 17, 2016 at 4:38:45 PM PDT  
**To:** barboiklong@hotmail.com  
**Subject:** Fwd: More than you ever wanted to know about 2763 White Sage

Hi Barb,

Could you forward this to Jim. I asked him if he would talk to me about this tomorrow after spinning, and it kept bouncing. I must have forgotten what he said his email was.

Thanks.

Nona

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

**From:** Nona Tobin <nonatobin@gmail.com>  
**Date:** Wed, Aug 17, 2016 at 12:53 PM  
**Subject:** More than you ever wanted to know about 2763 White Sage  
**To:** James.Long@sent.com

Thanks for agreeing to talk to me about this.

I need some help identifying defendants since I have evidence that shows that this wrongful foreclosure happened because the contractors acted in their own self interest rather than as fiduciaries per their contract. There are some irregularities in their corporate filings which make it a little tricky to follow the money.

I don't know if you were on the Board when this 8/15/14 sale happened, but I do know for sure the HOA only got \$2,700 of the \$63,100 Red Rock Financial Services collected from the sale and neither Nationstar nor the beneficiaries of the Gordon B. Hansen Trust saw a dime of the \$60,400 balance even though I asked for it.

I am going to be asking to have the foreclosure sale for delinquent HOA dues to be set aside due to substantial noncompliance with

- 1.the governing statutes (NRS116.31162-116.31168; NRS 38.300-360),
- 2.the CC&Rs section 8, p. 48-52,
- 3.the RMI Management Agreement dated 2/26/10
4. the SCA-HOA Collection of Assessment Policy dated 7/1/09
5. RRFS Delinquent Assessment Collection Agreement, dated 4/27/12 (which you signed)
6. the SCA Board resolution of delinquent assessment policy 10/1/13

TOBIN 0962

The failure to properly distribute the \$63,100 proceeds from the sale is particularly troublesome and it is the part of the case where i haven't been able to find other cases for precedent. Did Red Rock or FSH/RMI ever discuss with the Board the option of the HOA taking title to the properties?

By the way, the current title holder, Joel and Sandra Stokes aka Jimijack, recorded title with a fraudulently notarized Quit Claim Deed for \$1 consideration on 6/9/15, but actually took possession per HOA records right after the foreclosure sale instead of the straw buyer who was a Berkshire Hathaway Realtor in the office where i had the property listed. Another fun fact, there was an offer on the table to sell the place two weeks before the sale for \$375,000 from Yvonne Blum, daughter of Marianne Blum who you know from our spinning class.

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7. How was action authorized?
8. Did the Board get reports on what happened to the houses that were foreclosed on or the money that was collected above the amount the HOA got?
9. Were you aware of any required mediation process involving the NV Dept of Real Estate Ombudsman?

Here are some links:



**042712 Delinquent Assessment Collection Agreement.pdf**



**Delinquent Assessment Policy & Procedure 100113.pdf**



**A-16-730078-C-8434332\_MINV\_Motion\_to\_Intervene.pdf**

Judge Joanna Kirshner will decide on Sept. 16 in chambers on my motion, but joined or not, I want to file the complaint right after that.

Thanks again for looking at this.

Nona

**From:** Nona Tobin [mailto:nonatobin@gmail.com]

**Sent:** Wednesday, March 08, 2017 1:32 PM

**To:** Pa y Gu errez <PGutierrez@leachjohnson.com>; Theresa Hansen <thansen@leachjohnson.com>; Robin Callaway <RCallaway@leachjohnson.com>; Ryan Reed <RReed@leachjohnson.com>; Sean Anderson <SAnderson@leachjohnson.com>

**Cc:** Sandy Seddon <Sandy.seddon@scacai.com>; Rex Weddle <silasmrner@yahoo.com>; aletta.waterhouse@scacai.com; james.mayfield@scacai.com; tom.nissen@scacai.com; bob.burch@scacai.com; bella.meese@scacai.com; carl.weinstein@scacai.com

**Subject:** Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Sun City Anthem's motion to dismiss was scheduled by the clerk of the 8th district court to be at 9:30 AM on March 28, 2017, and my opposition to the SCA motion to dismiss and counter motion to void the HOA sale were scheduled to be heard on April 6, 2017 at 9 AM.

In the interest of judicial efficiency and to save Sun City Anthem's attorney fees, I am proposing that we submit a stipulation and order to consolidate the hearings to be both heard on April 6, 2017. Prior to that time I would like to meet with the lead attorney for settlement discussions.

I will be on vacation in the Galapagos from April 11-25 and so probably completely incommunicado, and I will request that no appearance or filing is scheduled during that time and that any time limits on a response from me consider my absence during that period.

Also, as you may be aware, I am a candidate for the Sun City Anthem Board with a possible beginning of term on May 1, 2017. Given that there are only five candidates for four Board seats, I have a reasonably high probability of success. Naturally, I would like to have Sun City Anthem's involvement in this case concluded prior to that time at no unnecessary cost (to them or me) and with no residual hard feelings between us.

I am sure you can see that if my (attached) motion to void 8/15/14 HOA sale were granted, our mutual goal of settling the case without any further cost or detriment to Sun City Anthem (or me) would certainly be achieved. I believe it is an elegant solution which avoids the SCA Board being placed in the untenable position of paying to defend the indefensible acts of its former agents, FirstService Residential/ Red Rock Financial/Services while at the same time returns equitable title to the rightful owner. Of course, I am also willing to listen to any suggested alternatives that would meet these same mutually beneficial objectives.

Therefore, I would like to meet with you at your earliest convenience to see if this can be amicably resolved without further judicial or administrative action involving Sun City Anthem who probably by next week will be the only remaining cross-defendant. Please be advised that yesterday I filed three 3-day Notices of Intent to Take Default against all the other parties, Plaintiffs Stokes/Jimjack and cross-defendants Thomas Lucas/Opportunity Homes and Yuen K. Lee/F. Bondurant. Their defaults should remove any concerns the Board might have in their action to support voiding the sale negatively impacting any purchaser or subsequent purchaser.

Also, please note that permitting the sale to be voided also renders moot the Nationstar ADR claim 16-849 filed 1/14/16 against SCA that RRFs refused to accept the tender of the super-priority amount in order to unlawfully conduct a sale that could extinguish the first deed of trust.

Please bear in mind that my attempts at informal resolution or to even discuss the matter with management and the SCA Board have been rebuffed, and I have been told that I must communicate through your office.

I don't know who is actually assigned so I am sending this email to everyone listed in the Wiz-net e-file system from your firm. Please note that the e-service details of filing show that there was an error in serving Ryan Reed and Sean Anderson so you may want to correct how they are set up in the e-file system.

I can be reached at (702) 465-2199. Please contact me as soon as possible to set up a meeting time.

Nona Tobin

**RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032**

1 message

**Sean Anderson** <SAnderson@leachjohnson.com>

Thu, Mar 9, 2017 at 2:03 PM

To: Nona Tobin &lt;nonatobin@gmail.com&gt;, Robin Callaway &lt;RCallaway@leachjohnson.com&gt;, Ryan Reed &lt;RReed@leachjohnson.com&gt;, John Leach &lt;JLeach@leachjohnson.com&gt;

Cc: Sandy Seddon &lt;Sandy.seddon@scacai.com&gt;, Rex Weddle &lt;silasmrner@yahoo.com&gt;, "aletta.waterhouse@scacai.com" &lt;aletta.waterhouse@scacai.com&gt;, "james.mayfield@scacai.com" &lt;james.mayfield@scacai.com&gt;, "tom.nissen@scacai.com" &lt;tom.nissen@scacai.com&gt;, "bob.burch@scacai.com" &lt;bob.burch@scacai.com&gt;, "bella.meese@scacai.com" &lt;bella.meese@scacai.com&gt;, "carl.weinstein@scacai.com" &lt;carl.weinstein@scacai.com&gt;, "Lori.Martin@scacai.com" &lt;Lori.Martin@scacai.com&gt;

Ms. Tobin:

Thank you for the email. We are amenable to consolidating the hearings on the April 6, 2017 date. We will contact the clerk of the court to see whether this needs to be accomplished by formal stipulation and order or whether it may be done by letter. After we hear from the court we will let you know.

In the meantime, we can schedule a time to meet to discuss the issue you have outlined below. Please feel free to contact Robin Callaway, copied on this email, to schedule a mutually convenient time. Thank you.

**Sean L. Anderson**

Leach Johnson Song &amp; Gruchow

8945 W. Russell Road, Suite 330

Las Vegas, Nevada 89148

Phone: (702) 538-9074

Fax: (702) 538-9113

Email: sanderson@leachjohnson.com

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**Subject:** RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Nona,

In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal.

We have filed our new motion, which has received a date of April 27, 2017. I have attached a stipulation and order to consolidate and reset the now three hearings that are set. If you approve the stipulation and order, please sign and submit to Lori Martin at Sun City Anthem. If you have questions or other concerns about the timing in the stipulation please let me know. I would like to get something to the court tomorrow if possible.

Sincerely, **Note: No "bank" ever filed a claim against SCA in this civil action. Further, if the sale had been voided in March 2017 as I asked, the case would have been over for SCA and me. The "bank" would have to deal with me if it wanted to foreclose.**



David Ochoa, Esq.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.  
9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: [dochoa@lipsonneilson.com](mailto:dochoa@lipsonneilson.com)

Website: [www.lipsonneilson.com](http://www.lipsonneilson.com)

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**From:** Nona Tobin [<mailto:nonatobin@gmail.com>]

**Sent:** Wednesday, March 22, 2017 4:45 PM

**To:** David Ochoa <[DOchoa@lipsonneilson.com](mailto:DOchoa@lipsonneilson.com)>; Sandy Seddon <[Sandy.seddon@scacai.com](mailto:Sandy.seddon@scacai.com)>

TOBIN 0968



Nona Tobin <nonatobin@gmail.com>

**Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032**

1 message

Nona Tobin <nonatobin@gmail.com>

Mon, Mar 27, 2017 at 10:29 AM

To: David Ochoa <DOchoa@lipsonneilson.com>

I was really surprised that you refused to consider my offer of settlement and filed a second motion to dismiss on jurisdictional grounds that have already been adjudicated when this court ordered on 1/11/17 that I was accepted as a defendant in intervention.

I was further amazed that you took both of these actions on March 22, 2017, the day before the March 23, 2017 SCA Board executive session which would have been the first opportunity for you to present my settlement offer and for you to get direction from the Board you said you needed before you could meet with me.

I was especially disturbed by the rationale you gave for rejecting my settlement offer out of hand:

" In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal."

Your reasoning does not account for the fact that I have no claim against Nationstar unless the HOA sale is voided, and if the HOA sale is voided, neither Nationstar nor I have any claim against the HOA.

By agreeing to my settlement offer, the HOA is totally benefitted and suffers no detriment. Why would you advise the HOA to continue to stay in the litigation with both Nationstar and me when I offered to release them from all liability? Given that if the HOA sale were voided, Nationstar's complaint against the HOA would become moot, what possible value is there in making the HOA defend the actions of its prior agents?

I must be missing something here. Please tell me what SCA would "win" if it stayed in litigation rather than settling.

Also, your motion to force me to get an attorney, beside having already been adjudicated, is now moot. Steve Hansen has signed a declaration disclaiming any interest in the property or in the Gordon B. Hansen Trust. Therefore, as the Trustee and sole beneficiary, I am executing a quit claim deed to the property to transfer it from the Gordon B. Hansen Trust to myself as an individual.

I respectfully request that you look again at the merits of settlement I offered and present my offer to the SCA Board and give them an accurate picture of risks of staying in vs. the benefit of my offer to let the HOA out of the case entirely.

I have no problem with combining the first two hearings (March 28 and April 6) if you cancel your second motion to dismiss pursuant to res judicata and moot. If you need time to take the attached March 22, 2017 settlement offer to the SCA Board, I would agree to move the combined March 28 and April 6 hearings to the April 27 slot, or later, if it is still needed. Please bear in mind that i will be out of the country from April 12- April 25 and will not be able to prepare any response that may be required during that time.

Thank you.

TOBIN 0969

Nona Tobin  
(702) 465-2199

Nona

On Fri, Mar 24, 2017 at 1:28 PM, David Ochoa <DOchoa@lipsonneilson.com> wrote:

Hi Nona,

I'm following up the stipulation and order. I believe it makes sense to have all the hearings on the same day. However, we are coming down to the wire. If I don't hear from you soon, we will have to move just our initial motion, but that would still leave your motion on its own day. Please get back to me soon.

Sincerely,



David Ochoa, Esq.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.  
9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: [dochoa@lipsonneilson.com](mailto:dochoa@lipsonneilson.com)

Website: [www.lipsonneilson.com](http://www.lipsonneilson.com)

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**From:** David Ochoa  
**Sent:** Thursday, March 23, 2017 5:10 PM  
**To:** 'Nona Tobin' <[nonatobin@gmail.com](mailto:nonatobin@gmail.com)>

TOBIN 0970

**Subject:** RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Nona,

In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal.

We have filed our new motion, which has received a date of April 27, 2017. I have attached a stipulation and order to consolidate and reset the now three hearings that are set. If you approve the stipulation and order, please sign and submit to Lori Martin at Sun City Anthem. If you have questions or other concerns about the timing in the stipulation please let me know. I would like to get something to the court tomorrow if possible.

Sincerely,



**David Ochoa, Esq.**

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**From:** Nona Tobin [<mailto:nonatobin@gmail.com>]

**Sent:** Wednesday, March 22, 2017 4:45 PM

**To:** David Ochoa <[DOchoa@lipsonneilson.com](mailto:DOchoa@lipsonneilson.com)>; Sandy Seddon <[Sandy.seddon@scacai.com](mailto:Sandy.seddon@scacai.com)>

**TOBIN 0971**

**Subject:** Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Attached is the settlement proposal in writing that you requested yesterday. Hopefully, you will view this as a reason not to file any new motions that will unnecessarily keep SCA in this litigation or just add cost to both parties.

Thank you.

Nona Tobin

Nona

On Tue, Mar 21, 2017 at 7:44 AM, David Ochoa <[DOchoa@lipsonneilson.com](mailto:DOchoa@lipsonneilson.com)> wrote:

Nona,

We will be filing our new motion this week. I can prepare a stipulation to move everything to that new date. If it is given a date during the time you expect to be out of town, we can include in the stipulation a request for a date when you return.

Please email me your proposal for settlement.

Sincerely,



**David Ochoa, Esq.**

**Lipson, Neilson, Cole, Seltzer & Garin, P.C.  
9900 Covington Cross Drive, Suite 120**

**Las Vegas, Nevada 89144**

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**TOBIN 0972**

**From:** Nona Tobin [mailto:[nonatobin@gmail.com](mailto:nonatobin@gmail.com)]  
**Sent:** Monday, March 20, 2017 6:55 PM  
**To:** David Ochoa <[DOchoa@lipsonneilson.com](mailto:DOchoa@lipsonneilson.com)>  
**Subject:** Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

The hearing on SCACAI's motion to dismiss is still scheduled for March 28 and my opposition and counter motion to void the sale is still scheduled for April 6. Are you ok with consolidating them both on April 6.

If so, you want me to do a stipulation and order or will you do it?

As you can see from the forwarded email, I am interested in resolving SCA's role in this ASAP. You said on the phone that you needed to discuss the case with the SCA Board before agreeing to a settlement meeting. I am concerned about the two Board members who are competing against me for the Board being involved in that determination. One member, Carl Weinstein, is passing rumors around implying that this litigation should disqualify me from being on the Board. This necessitated me preparing an explanation for public distribution (attached). I offered to give a copy of it to Rex Weddle, my second opponent, and he refused to take it, saying that he couldn't read it since this was a matter before the Board.

Finally, you said that you were considering a motion regarding standing so I have attached the 11/15/16 Motion to intervene and the 1/12/17 notice of entry of the order granting it to save you the trouble.

Thanks.  
Nona Tobin  
(702) 465-2199

Nona

On Thu, Mar 16, 2017 at 3:13 PM, Nona Tobin <[nonatobin@gmail.com](mailto:nonatobin@gmail.com)> wrote:

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

From: "Nona Tobin" <[nonatobin@gmail.com](mailto:nonatobin@gmail.com)>  
Date: Mar 8, 2017 1:32 PM  
Subject: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

To: <[pgutierrez@leachjohnson.com](mailto:pgutierrez@leachjohnson.com)>, <[thansen@leachjohnson.com](mailto:thansen@leachjohnson.com)>, <[rcallaway@leachjohnson.com](mailto:rcallaway@leachjohnson.com)>, <[rreed@leachjohnson.com](mailto:rreed@leachjohnson.com)>, <[sanderson@leachjohnson.com](mailto:sanderson@leachjohnson.com)>  
Cc: "Sandy Seddon" <[Sandy.seddon@scacai.com](mailto:Sandy.seddon@scacai.com)>, "Rex Weddle" <[silasmrner@yahoo.com](mailto:silasmrner@yahoo.com)>, <[aletta.waterhouse@scacai.com](mailto:aletta.waterhouse@scacai.com)>, <[james.mayfield@scacai.com](mailto:james.mayfield@scacai.com)>, <[tom.nissen@scacai.com](mailto:tom.nissen@scacai.com)>, <[bob.burch@scacai.com](mailto:bob.burch@scacai.com)>, <[bella.meese@scacai.com](mailto:bella.meese@scacai.com)>, <[carl.weinstein@scacai.com](mailto:carl.weinstein@scacai.com)>

Sun City Anthem's motion to dismiss was scheduled by the clerk of the 8th district court to be at 9:30 AM on March 28, 2017, and my opposition to the SCA motion to dismiss and counter motion to void the HOA sale were scheduled to be heard on April 6, 2017 at 9 AM.

In the interest of judicial efficiency and to save Sun City Anthem's attorney fees, I am proposing that we submit a stipulation and order to consolidate the hearings to be both heard on April 6, 2017. Prior to that time I would like to meet with the lead attorney for settlement discussions.

TOBIN 0973

I will be on vacation in the Galapagos from April 11-25 and so probably completely incommunicado, and I will request that no appearance or filing is scheduled during that time and that any time limits on a response from me consider my absence during that period.

Also, as you may be aware, I am a candidate for the Sun City Anthem Board with a possible beginning of term on May 1, 2017. Given that there are only five candidates for four Board seats, I have a reasonably high probability of success. Naturally, I would like to have Sun City Anthem's involvement in this case concluded prior to that time at no unnecessary cost (to them or me) and with no residual hard feelings between us.

I am sure you can see that if my (attached) motion to void 8/15/14 HOA sale were granted, our mutual goal of settling the case without any further cost or detriment to Sun City Anthem (or me) would certainly be achieved. I believe it is an elegant solution which avoids the SCA Board being placed in the untenable position of paying to defend the indefensible acts of its former agents, FirstService Residential/ Red Rock Financial/Services while at the same time returns equitable title to the rightful owner. Of course, I am also willing to listen to any suggested alternatives that would meet these same mutually beneficial objectives.

Therefore, I would like to meet with you at your earliest convenience to see if this can be amicably resolved without further judicial or administrative action involving Sun City Anthem who probably by next week will be the only remaining cross-defendant. Please be advised that yesterday I filed three 3-day Notices of Intent to Take Default against all the other parties, Plaintiffs Stokes/Jimijack and cross-defendants Thomas Lucas/Opportunity Homes and Yuen K. Lee/F. Bondurant. Their defaults should remove any concerns the Board might have in their action to support voiding the sale negatively impacting any purchaser or subsequent purchaser.

Also, please note that permitting the sale to be voided also renders moot the Nationstar ADR claim 16-849 filed 1/14/16 against SCA that RRFS refused to accept the tender of the super-priority amount in order to unlawfully conduct a sale that could extinguish the first deed of trust.

Please bear in mind that my attempts at informal resolution or to even discuss the matter with management and the SCA Board have been rebuffed, and I have been told that I must communicate through your office.

I don't know who is actually assigned so I am sending this email to everyone listed in the Wiz-net e-file system from your firm. Please note that the e-service details of filing show that there was an error in serving Ryan Reed and Sean Anderson so you may want to correct how they are set up in the e-file system.

I can be reached at (702) 465-2199. Please contact me as soon as possible to set up a meeting time.

Nona Tobin

---

## 2 attachments

 **20170322 offer to settle SCA.pdf**  
216K

**20170327 quit claim GBH Trust to Tobin.pdf**

**TOBIN 0974**

6/13/2019

Gmail - Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in c...

 4185K

**TOBIN 0975**

arrangements set forth in a contract or covenant to share costs between the Association and the owner of such Vacation Villas. Additional Activity Cards shall be issued to Declarant upon request with payment of the then current charge for additional Activity Cards, In the event that no "then current charge" Is in effect at the time of such request, the charge for additional Activity Cards for Vacation Villas shall be determined in the reasonable discretion of Declarant.

15.4. Issuance to Declarant.

As long as Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1, the Association shall provide Declarant, free of charge, with as many Activity Cards as Declarant, in its sole discretion, deems necessary for the purpose of marketing the Properties or any property described in Exhibit "B." Declarant may transfer the Activity Cards to prospective purchasers of Lots subject to such terms and conditions as it, in its sole discretion, may determine. Activity Cards provided to Declarant shall entitle the bearer to use all Common Area and recreational facilities (subject to the payment of admission fees or other use fees charged to Qualified Occupants holding Activity Cards).

**PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY**

*The growth and success of Sun City Anthem as a community in which people enjoy living, working, and playing requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with our neighbors, and protection of the rights of others who have an interest in Sun City Anthem.*

**ARTICLE XVI  
DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

16.1. Prerequisites to Actions Against Declarant.

Prior to any Owner, the Association, or any Neighborhood Association filing a civil action, undertaking any action in accordance with Section 15.4, or retaining an expert for such actions against Declarant or any Builder or subcontractor of any portion of Anthem Country Club, the Owner, the Board or the board of the Neighborhood Association, as appropriate, shall notify and meet with the Members to discuss the alleged problem or deficiency. Moreover, prior to taking any action, the potential adverse party shall be notified of the alleged problem or deficiency and provided reasonable opportunity to inspect and repair the problem.

16.2. Consensus for Association Litigation.

Except as provided in this Section, the Association or a Neighborhood Association shall not commence a judicial or administrative proceeding without first providing at least 21 days written notice of a meeting to consider such proposed action to its Members. Taking such action shall require the vote of Owners of 75% of the total number of Lots in the Association or in the Neighborhood Association, as appropriate. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (including, without limitation, the collection of assessments and the foreclosure of liens); (b) counterclaims brought by the Association in proceedings instituted against it; or (c) actions to protect the health, safety, and welfare of the Members. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

### 16.3. Alternative Method for Resolving Disputes.

Declarant, the Association, any Neighborhood Association, their officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances, or disputes described in Sections 16.4 ("Claims") shall be resolved using the procedures set forth in Section 16.5 in lieu of filing suit in any court.

### 16.4 Claims.

Unless specifically exempted below all Claims arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 16.5.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not constitute a Claim and shall not be subject to the provisions of Section 16.5:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article VIII;

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article III and Article IV;

(c) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(d) any suit by an Owner concerning the aesthetic judgment of the Architectural Review Committee, the Association, or Declarant pursuant to their authority and powers under Article IV.

(e) any suit in which any indispensable party is not a Bound Party; and

(f) any suit as to which any applicable statute of limitations would expire within 90 days of giving the Notice required by Section 16.5(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 16.5.

### 16.5. Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises).

(iii) Claimant's proposed remedy; and

(iv) that Claimant will meet with Respondent to discuss good faith ways to resolve the Claim.

(b) Negotiation and Mediation. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation under the auspices of an independent agency providing dispute resolution services in the Las Vegas, Nevada area.

If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a written notice of termination of the mediation proceedings. The notice of termination of mediation shall set forth that the Parties are at an impasse and the date that mediation was terminated.

The Association must satisfy the mediation or arbitration process under the direction of the Nevada Real Estate Division and in compliance with Nevada Revised Statutes,

#### 16.6 Allocation of Costs of Resolving Claims.

Each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator(s).

#### 16.7. Enforcement of Resolution.

After resolution of any Claim through negotiation or mediation, if any Party fails to abide by the terms of any agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 16.5. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one noncomplying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs,

16.8. Attorneys' Fees.

In the event of an action instituted to enforce any of the provisions contained in the Governing Documents, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs, including administrative and lien fees, of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Specific Assessment with respect to the Lot(s) involved in the action.

The following diagram depicts the dispute resolution process:

**← DISPUTE RESOLUTION TIMELINE →**

**Claim Between Bound Parties**

- | <u>Day 1</u>  | <u>Days 1-30</u>   | <u>Days 30-60</u>   | <u>Days 60-90+</u>  |
|---|--|---|---|
| <ul style="list-style-type: none"><li>• Factual Basis</li><li>• Legal Basis</li><li>• Propose a resolution</li><li>• Propose a meeting</li><li>• Send by hand delivery or First class mail</li><li>• Send copy to Board</li></ul> | <ul style="list-style-type: none"><li>• Good faith effort</li><li>• Parties meet within the Properties</li><li>• May request Board assistance</li><li>• If unsuccessful written termination sent by Claimant to Respondent and Board</li></ul> | <ul style="list-style-type: none"><li>• Claimant must submit Claim</li><li>• Mediator assigned by agency under pre-arranged agreement</li><li>• If Claim is not submitted, it is waived</li></ul> | <ul style="list-style-type: none"><li>• Agency supplies rules</li><li>• Fee split between Parties</li><li>• Written summary from each side</li><li>• Supervised negotiation</li><li>• Contractual settlement<br/><u>or</u></li><li>• Termination of mediation</li></ul> |



NOTICE OF FINES  
August 13, 2014

2450 Hampton Road \* Henderson \* NV \* 89052  
t.702-614-5816/5817 \* f.866-941-5644  
e. homeownerresponse@scacai.com w. https://www.sca-hoa.org

Gordon Hansen  
2664 Olivia Heights Ave  
Henderson NV 89052

Dear Gordon Hansen,

Subject: NOTICE OF FINES IMPOSED FOR VIOLATION OF GOVERNING DOCUMENTS

A hearing was held on Wednesday, August 13, 2014 regarding the below listed violation of the governing documents for Sun City Anthem Community Association, Inc.



**Property Address: 2763 White Sage Dr Henderson NV 89052**

**Violation Type: SUCI Architectural - Landscaping - Maintenance**

**Inspection Date (if applicable): Wednesday, July 23, 2014**

**Reference/Requirements: Section IV.J of the Design Guidelines – It has been noticed that your lot has 5 dead plants and one dead tree. Please remove the dead plants and tree and if need be replace them insuring that you meet minimum landscape requirements.**

The decision of the Covenants Committee hearing panel is:

There is a violation of the Governing Documents as referenced above. Therefore, an initial fine of \$25.00 shall be imposed. If the violation is not cured within 14 days after the initial fine, the violation shall be deemed a continuing violation. Thereafter the continuing violation fine of \$25.00 shall be imposed for each seven day period or portion thereof that the violation is not cured. A delinquent account that is referred for collection shall result in the loss of Membership privileges for as long as the collection action continues.

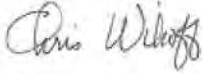
Please be advised that it is your responsibility to advise the Association, in writing, when the violation is corrected. A homeowner response form is enclosed for your convenience, or you may e-mail the Association at homeownerresponse@scacai.com, or you may utilize the response form on the HOA Web site or mail/fax in your response using the address or fax number listed at the top of this letter.

Lastly, you have the right to appeal this decision to the Board of Directors. To perfect this right, a written

notice of appeal must be received by the President or Secretary of the Association within 15 days from the date of this letter. The appeal must be mailed or delivered to 2450 Hampton Road, Henderson, NV 89052, or e-mailed to [homeownerresponse@scacai.com](mailto:homeownerresponse@scacai.com). Additionally, The Board of Directors invites you to appear in person to testify and answer questions at your appeal. Please indicate in your written appeal if you wish to appear in person and provide a current phone number and/or e-mail address so we can schedule the time for your meeting with the Board of Directors. If you do not choose to appear in person then the board will make their decision based on information in Association records and the information you provide in your written appeal so please provide all of the information you would like the board to consider.

For questions or comments regarding this letter please contact the Community Standards Department at (702)638-5751 or [compliance@scacai.com](mailto:compliance@scacai.com).

On behalf of the Association,

A handwritten signature in cursive script that reads "Chris Wikoff".

Chris Wikoff  
Sun City Anthem Community Standards Manager  
FirstService Residential



**HOMEOWNER RESPONSE FORM**

This form is being provided as a means for you to communicate to the Homeowners Association regarding action taken to resolve the below referenced violation. All responses are required to be in writing. Please mail, fax or email your response to Sun City Anthem Community Association Inc. at the address above. **Upon receipt of your response, the account will be noted accordingly.**



**Violation Type: SUCI Architectural - Landscaping - Maintenance**

**Inspection Date: Wednesday, July 23, 2014**

**Comments: Section IV.J of the Design Guidelines – It has been noticed that your lot has 5 dead plants and one dead tree. Please remove the dead plants and tree and if need be replace them insuring that you meet minimum landscape requirements.**

- Has been resolved as of \_\_\_ / \_\_\_ / \_\_\_
- Will be resolved on or before \_\_\_ / \_\_\_ / \_\_\_
- Architectural Application submitted on \_\_\_ / \_\_\_ / \_\_\_
- Request an extension of \_\_\_\_\_ days to resolve

**WRITTEN RESPONSE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gordon Hansen \* 2763 White Sage Dr , Henderson , NV, 89052

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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., DOES 1-10, and ROE  
8 CORPORATIONS 1-10, inclusive,

9 Cross-Defendants.

10 **CROSSCLAIM**

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

15 **I.**

16 **PARTIES**

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

22 2. Cross-Defendant, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC is a  
23 Nevada Non-profit Corporation formed under NRS 82 and operating under NRS 116. The HOA  
24 managed its business entirely through HOA AGENTS under contract from inception until the

1 HOA went to self-management on April 1, 2016.

2 3. There were two companies under contract during all times relevant to this claim: a)  
3 RMI Management, LLC (“*RMI*”) pursuant to the February 26, 2010 HOA Management contract  
4 signed by Kevin Wallace, RMI President; and b) FirstService Residential, Nevada, LLC (“*FSR*”)  
5 pursuant to the March 31, 2014 HOA Management contract to provide exclusive management  
6 agency.

7 4. The HOA signed a contract on April 27, 2012 with “Red Rock Financial Services, a  
8 FirstService Residential Management Company” to be its authorized agent for debt collection  
9 and as its trustee for foreclosure proceedings”.

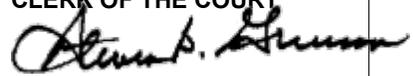
10 5. Notably, prior to April, 2012, Red Rock Financial Services (Herein “*RRFS*”) handled  
11 these functions, but only pursuant to HOA Board policy dated 7/1/09;

12 6. *RRFS* has never defined itself in any relevant debt collection or foreclosure  
13 documents related to this case, as Red Rock Financial Services, LLC” which is a separate legal  
14 entity registered with the Nevada Secretary of State as a foreign corporation approved to conduct  
15 business in Nevada since August 29, 2011; and

16 7. Since 2006, *FSR* has carried the only NRS 649 debt collector license d/b/a Red Rock  
17 Financial Services.

18 8. *RMI*, *FSR* and *RRFS* will be referred to herein collectively as “*HOA AGENTS*”.  
19 Distinguishing their legal status, conformance with HOA contracts and fiduciary duty, regardless  
20 of overlapping fictitious names and licensing, is left to the HOA to determine. This  
21 determination will only be necessary if the HOA decides to align itself with HOA Agents against  
22 Cross-Claimant *TOBIN*’s motion to void the HOA sale as fraudulently conducted by HOA  
23 Agents usurping the HOA’s authority.

24 9. Counter-Defendants *DOES* 1-10, and *ROE CORPORATIONS* 1-10 are unknown at



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

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

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

14 Plaintiff,

15 vs.

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

21 Defendants.

22 NATIONSTAR MORTGAGE, LLC

23 Counter-Claimant,

24 vs.

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

Counter-Defendants.

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

CASE NO.: A-15-720032-C

Dept. XXXI

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

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

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

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

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

8 Dated this 18<sup>th</sup> day of April, 2019.

9 LIPSON NEILSON P.C.

10 */s/ DAVID T. OCHOA*

11 BY: \_\_\_\_\_

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

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

**CERTIFICATE OF SERVICE**

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

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

*Attorneys for Defendants*

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

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

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

*Attorneys for Plaintiff*

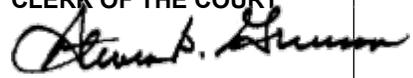
Joe Coppedge, Esq.  
Michael R. Mushkin & Associates, P.C.  
4475 S. Pecos Road  
Las Vegas, NV 89121

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

*/s/ Sydney Ochoa*

---

An Employee of LIPSON NEILSON, P.C.



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

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

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

14 Plaintiff,

15 vs.

16 BANK OF AMERICA, N.A.,

17 Defendant.

18 NATIONSTAR MORTGAGE, LLC

19 Counter-Claimant,

20 vs.

21 JIMI JACK IRREVOCABLE TRUST,

22 Counter-Defendant.

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

26 Counter-Claimant,

27 vs.

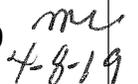
28 JOEL A. STOKES and SANDRA F.  
STOKES, as trustees of the JIMI JACK  
IRREVOCABLE TRUST, SUN CITY

CASE NO.: A-15-720032-C

Dept. XXXI

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

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



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

4 Counter-Defendants,

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

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

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

25 **FINDINGS OF FACT**

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

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

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

24          23.    The sale was postponed three times.

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

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

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

1 2018.

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

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

7 **CONCLUSIONS OF LAW**

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

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

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

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

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

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

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

19 *Id.*

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

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

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

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

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

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

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

25 9. In order to set aside a homeowner's association foreclosure sale, there must  
26 be a showing of fraud, unfairness or oppression. *Nationstar Mortg. LLC v. Saticoy Baly*  
27 *LLC Series 2227 Shadow Canyon*, 133 Nev. Adv. Rep. 91 (2017).  
28

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

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

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

7  
8 **ORDER**

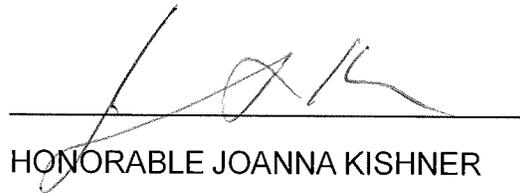
9 The court GRANTS the stipulation of all parties to allow for Cross-Defendant Sun  
10 City Anthem Community Association's Motion for Summary Judgment to be heard on its  
11 merits, therefore, the Court's Minute Order of March 5, 2019 shall be vacated.

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

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

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

20 Dated this 15 day of April, 2019.

21  
22 *me*   
23 HONORABLE JOANNA KISHNER

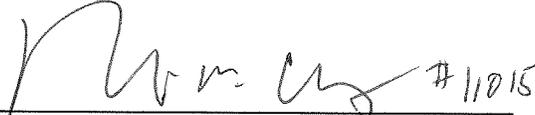
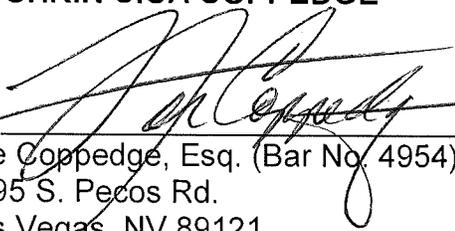
24 Submitted by:

25 **LIPSON NEILSON P.C.**

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

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

5 Approved as to form and content:

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

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Inet #: 20190724-0003355

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CLARK COUNTY RECORDER

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1 **NEFF**  
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9 E-mail: yosuphonglaw@gmail.com  
10 Attorney for Counter-Defendant  
11 *JOEL A. STOKES and SANDRA F. STOKES,*  
12 *as trustees of the JIMJACK IRREVOCABLE TRUST*

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

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

13 Counterclaimant,

14 vs.

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

18 Counter-Defendants.

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

Consolidated with: A-16-730078-C

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

22 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

23 ///

24 ///

25 ///

26 ///

27

28

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

4 DATED this 24<sup>th</sup> day of June, 2019.

5 HONG & HONG LAW OFFICE

6  
7 /s/ Joseph Y. Hong

8 JOSEPH Y. HONG, ESQ.

9 State Bar No. 005995

10 1980 Festival Plaza Drive, Suite 650

11 Las Vegas, Nevada 89135

12 Attorney for Counter-Defendant

13 *JOEL A. STOKES and SANDRA F.*

14 *STOKES, as trustees of the JIMJACK*

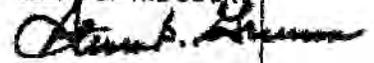
15 *IRREVOCABLE TRUST*

16 **CERTIFICATE OF ELECTRONIC SERVICE**

17 Pursuant to NRC 5(b)(2)(D), I certify that I am an employee of Joseph Y. Hong, Esq., and  
18 that on this 24<sup>th</sup> day of June, 2019, I served a true and correct copy of the foregoing NOTICE OF  
19 ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT by  
20 electronic transmission through the Eighth Judicial District Court EFP system (Odyssey eFileNV)  
21 pursuant to NEFCR 9 upon each party in this case who is registered as an electronic case filing  
22 user with the Clerk.

23 By/s/ Debra L. Batesel

24 An employee of Joseph Y. Hong, Esq.



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ORDR

EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Case No.: A-15-720032-C

Consolidated with A-15-730078-C

Counterclaimant,

vs.

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

Counter-Defendants.

FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT<sup>1</sup>

This matter, having come on for Bench Trial commencing on June 5<sup>th</sup> and  
6<sup>th</sup>, 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

<sup>1</sup> 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 Jim/Jack 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.

1 case, the Court having considered the evidence, the previous Orders and  
2 Judgments in this case, and good cause appearing therefore, enters the  
3 following Findings of Fact and Conclusions of Law:  
4

5 FINDINGS OF FACTS

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

14 2. On January 11, 2017, the Hansen Trust intervened in the present  
15 action via Order, with Notice of Entry thereof, filed on January 12, 2017. The  
16 Hansen Trust alleged claims of Quiet Title and Equitable Relief, Civil Conspiracy,  
17 Fraudulent Conveyance, Unjust Enrichment, and Breach of Contract against the  
18 Sun City Anthem Community Association ("HOA"). The Hansen Trust alleged  
19 claims for Quiet Title and Equitable Relief, Fraudulent Re-conveyance, Unjust  
20 Enrichment, Civil Conspiracy, and Injunctive Relief against Jimijack. The Hansen  
21 Trust alleged claims for Fraudulent Conveyance, Quiet Title and Equitable Relief,  
22 and Civil Conspiracy against Lee d/b/a F. Boudurant. The Hansen Trust  
23 alleged claims for Quiet Title and Equitable Relief, Breach of Contract, Equitable  
24 Relief (stat) and Civil Conspiracy against Opportunity Homes and Thomas Lucas,  
25  
26  
27  
28

1 The essence of the Hansen Trust's claims in the consolidated cases was.  
2 asserted to be that it sought to void the HOA foreclosure sale of the Subject  
3 Property. In each of the pleadings filed against each of the respective parties,  
4 the Hansen Trust set forth that Nona Tobin was the Trustee of the Hansen Trust  
5 dated 8/22/08, and that the claims were brought by the Trustee of the Hansen  
6 Trust on behalf of the Trust. Given it was asserted in all of the claims in the  
7 respective pleadings that the Hansen Trust was the purported owner of the  
8 property at issue at the time of the foreclosure sale, and that Ms. Tobin was the  
9 successor Trustee, the Court finds that the pleadings are consistent with the  
10 intention of the Court's Order granting intervention by the Hansen Trust. There  
11 was no intention by the Court to grant intervention to Ms. Tobin as an individual  
12 as there was no assertion in the January 2017 Motion to Intervene or in what  
13 were titled "cross-claims" and "counter-claims" that anyone or entity had asserted  
14 any joint or other form of ownership right with the Hansen Trust at the time of the  
15 foreclosure at issue.<sup>2</sup>

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

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

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

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

5  
6 4. On April 27, 2017, the Court heard Lucas and Opportunity Homes  
7 Motions for Summary Judgment and ruled thereon. There were other pending  
8 Motions including the HOA Motion to Dismiss the Hansen Trust's claims and  
9 related countermotions, which at the request of those who were present, were  
10 continued. The Court was informed that the Hansen Trust was not represented  
11 by counsel as required by EDCR 7.42. The remaining hearings were then reset  
12 to May 23<sup>rd</sup> and then May 25<sup>th</sup> to allow the Hansen Trust to obtain counsel and  
13 be prepared. On May 25<sup>th</sup>, 2017, the parties withdrew some of the pending  
14 Motions and requested that the ruling on others, including the HOA's Motion to  
15 Dismiss as to all of the Hansen's Trust's claims, be deferred as some of the  
16 parties were seeking NRED mediation.  
17

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

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

13 **ORDER**

14 Based on the stipulations of the parties:

15 **THE COURT ORDERS:** All claims against Sun City

16 Anthem Community Association are dismissed without

17 prejudice to attend NRED mediation, except for the

18 quiet title claim.

19 **THE COURT ORDERS** the counter-motions filed March

20 3, 2017 and March 31, 2017 be **WITHDRAWN**

21 **WITHOUT PREJUDICE**

22 **THE COURT FUTURE ORDERS** the Motion to Dismiss

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

24 all claims other than quiet title

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

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

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

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

foreclosure.

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

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

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

18 8. In its ruling on the HOA's Motion for Summary Judgment, the Court  
19 expressly found that "the totality of the facts evidence that the HOA property  
20 followed the process and procedures in foreclosing upon the Property." See  
21 FFCL filed on April 17, 2019, page 9, lines 5-6. The Court, therefore, granted the  
22  
23  
24

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

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

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

18  
19 10. At that same April 23<sup>rd</sup> hearing, due to the fact that Ms. Tobin had  
20 filed documents on her own whilst the Trust was represented by counsel, those  
21 purported pleadings filed by Ms. Tobin were considered rogue documents. Since  
22 they were rogue documents, they were stricken in accordance with the rules.

23  
24 11. On April 29, 2019, the Hansen Trust filed a Motion for  
25 Reconsideration of the Court's ruling on the HOA's Motion for Summary  
26

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

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

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

### 23 CONCLUSIONS OF LAW

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

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

11           2.    "A valid and final judgment on a claim precludes a second action  
12 on that claim or any part of it." *Univ. of Nev. v. Tarkanian*, 110 Nev. 581, 599  
13 (1994). Claim preclusion applies when: "(1) the parties or their privies are the  
14 same; (2) the final judgment is valid; and (3) the subsequent action is based on  
15 the same claims or any part of them that were or could have been brought in the  
16 first case." *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1054 (2008). The  
17 Hansen Trust's claim for Quiet Title/Equitable Relief in seeking to void the HOA  
18 sale was fully adjudicated by the Court pursuant to the HOA's Motion for  
19 Summary Judgment wherein the Court entered its FFCL, which was filed on  
20 April 17, 2019. The Hansen Trust, therefore, cannot re-litigate the same claim or  
21 any part thereof. The other claims also fail as they request the Court make a  
22 ruling inconsistent with its ruling on the Motion for Summary Judgment.  
23  
24

25           3.    "The doctrine of the law of the case cannot be avoided by a more  
26  
27

1 detailed and precisely focused argument subsequently made after reflection  
2 upon the previous proceedings." *Hall v. State*, 91 Nev. 314, 316, 535 P.2d 797,  
3 799 (1975). The Court's FFCL granting Summary Judgment in favor of the HOA  
4 that was filed on April 17, 2019, is the law of the case as to the Hansen Trust's  
5 claim for Quiet Title and Equitable Relief in seeking to void the HOA sale. The  
6 Hansen Trust, therefore, cannot avoid the doctrine of the law of the case which  
7 not only precludes its Quiet Title and Equitable Relief claims but since its other  
8 claims against Jimjack and Lee and contingent upon a finding in its favor on the  
9 quiet title claim or the premises upon which it is built, those claims fall as well.  
10

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

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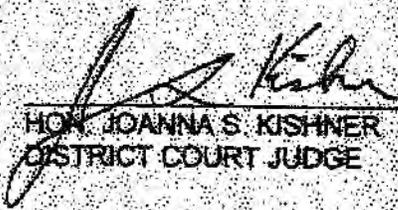
1 payment to the HOA. Thus, at least \$25.00 was owed to the HOA at some  
2 point. While she disagreed whether the HOA could assess the charges that she  
3 asserted were added to the Hansen Trust account as a result of the Hansen  
4 Trust's failure to pay its dues on time, she provided no evidence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

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

22 **IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED**  
23 that the Lis Pendens recorded against the Subject Property by the Hansen Trust  
24 shall be cancelled and expunged.  
25  
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28

1 Counsel for Counter-Defendants is directed pursuant to NRCP 58 (b) and  
2 (e) to file and serve Notice of Entry of the Court's findings and Judgment within  
3 fourteen days hereof.

4 IT IS SO ORDERED this 24<sup>th</sup> day of June, 2019.

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HON. JOANNA S. KISHNER  
DISTRICT COURT JUDGE

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

  
CLERK OF THE COURT

JUL 1 2 2019

TOBIN 1014

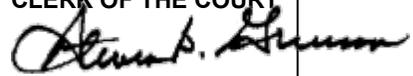
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**CERTIFICATE OF SERVICE**

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

**ALL PARTIES SERVED VIA E-SERVICE**

  
TRACY L. CORDOBA-WHEELER  
Judicial Executive Assistant



1 NONA TOBIN, AN INDIVIDUAL  
2 2664 Olivia Heights Avenue  
3 Henderson NV 89052  
4 (702) 465-2199  
5 nonatobin@gmail.com  
6 *In Proper Person*

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

NONA TOBIN, an Individual,  
Plaintiff

vs.

**NOTICE OF LIS PENDENS**

JOEL A. STOKES, an Individual; JOEL A.  
STOKES and SANDRA STOKES as Trustees of  
JIMIACK IRREVOCABLE TRUST;  
NATIONSTAR MORTGAGE, LLC; JOSEPH  
HONG; MELANIE MORGAN, DAVID  
OCHOA; STEVEN SCOW; FORREST  
BARBEE; RED ROCK FINANCIAL  
SERVICES; CLUYANNE M. CORWIN;  
BANK OF AMERICA; YOUNG CRAIG, I;  
TERESA D. WILLIAMS, CA NOTARY Exp.  
1919662; TERESA D. WILLIAMS; YUEN K.  
LEE, F. BONDURANT, LLC; THOMAS  
LUCAS, OPPORTUNITY HOMES, LLC;  
CIVIC FINANCIAL SERVICES LLC;  
MORGAN STANLEY MORTGAGE CAPITAL  
HOLDINGS LLC; DOES 1-10, ROE  
CORPORATIONS 1-10

Defendants

PLEASE TAKE NOTICE that Plaintiff, NONA TOBIN, an Individual, in Proper Person, complains against the above named individuals and entities (collectively “Defendants”) in a new civil action made pursuant to NRS 40.010.

1 The above captioned matter will be heard in the District Court, Clark County, Nevada,  
2 located at 200 Lewis Avenue, Las Vegas, Nevada.

3 This action, and the affirmative relief that Plaintiff requests in its Complaint, affects  
4 title to specific real property and the right to possession of specific real property situated in  
5 Clark County, Nevada, commonly known as 2763 White Sage Drive, Henderson, Nevada  
6 89052 (hereinafter "Property"), and more particularly described as:

7  
8 Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM UNI NO.  
9 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. and more particularly described as Clark County  
Assessor Parcel No. 191-13-811-052.

10 In addition, NONA TOBIN, an Individual, has unadjudicated claims related to this  
11 title of this property, pending in Clark County, District Court, Department XXXI, in  
12 consolidated cases, A-15-720032-C, JOEL AND SANDRA STOKES AS TRUSTEES OF  
13 JIMI JACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA and SUN  
14 CITY ANTHEM COMMUNITY ASSOCIATION, INC., Defendants, and Consolidated  
15 case, A-16-730078-C, , NATIONSTAR MORTGAGE, LCC vs. OPPORTUNITY HOMES,  
16 LLC.

17 There are two appeals to the Nevada Supreme Court filed to void the June 24, 2019  
18 order as the trial only partially adjudicated the claims filed into the consolidated cases since  
19 2015.

20 **Please take note that the order recorded against this title on July 24, 2019 is not final.**

21 In the new complaint, Plaintiff has asked the Court to provide the following  
22 affirmative relief :

23 1. For a preliminary and permanent injunction against any sale or transfer of this property  
24 during the pendency of all ongoing proceedings and appeals;

1 2. For a declaration and determination that the HOA Sale was invalid as it did not comply  
2 with the statutes governing HOA foreclosures in NRS (2013) 116.3116 through NRS  
3 116.31168;

4 3. For a declaration and determination that the August 15, 2014 HOA sale is null and  
5 void as Sun City Anthem failed to provide the homeowner the notice and due process, required  
6 by NRS 116.31031 and the SCA CC&Rs Section 7.4, as a necessary pre-condition of  
7 imposing a sanction for the alleged violation of the association's governing documents of  
8 delinquent assessments;

9  
10 4. For a declaration and determination that the SCA agents exceeded the authority  
11 granted to the SCA Board by NRS 116.3102 (m) that limits the association's authority to  
12 sanction an owner for an alleged violation of the governing documents unless the HOA  
13 provides all the notice and due process delineated in NRS 116.31031 to the owner who may  
14 be sanctioned;

15 5. For a declaration and determination that the HOA sale is null and void as it was not  
16 authorized by an official corporate action of the Sun City Anthem Board in a manner  
17 compliant with applicable NRS 116 provisions, including NRS 116.31083.

18  
19 6. For a declaration and determination that the HOA sale is null and void as SCA did  
20 not publish notice to the SCA membership, including the property owner, of its intent to  
21 authorize the sale of 2763 White Sage Drive on any agenda for any meeting of the Board in  
22 the manner proscribed by NRS 116.31083(5) and NRS 116.3108(4).

23 7. For a declaration and determination that there is no admissible evidence in the court  
24 record, or in the world, that supports Nationstar's claim to own the beneficial interest of the

1 disputed deed of trust and tan order that his declaration shall be forwarded to the Nevada State  
2 Attorney General for inclusion in its investigation of verified complaint in case 2-2019.

3  
4 8. For a declaration and determination that the HOA sale is null and void as the SCA  
5 Board, in violation of NRS 116.31085(3)(4) and SCA bylaws 3.15A, imposed sanctions  
6 against Plaintiff for the alleged violation of failing to pay the deceased owner's delinquent  
7 assessments, and based their enforcement decision solely on the allegations of financially-  
8 conflicted agents, in closed meetings, to which the owner received no notice, no opportunity  
9 for a hearing, and no opportunity to mount a defense.

10 9. For a declaration and determination that the HOA, its agents are required to comply  
11 with all laws defining an HOA Board's authority and duties, when the Board can meet in  
12 closed session, control over the collection of assessments, limits on fees charged, due process  
13 required prior to the Board imposing any sanction for an alleged violation of the SCA  
14 governing documents, rights of owners to know Board actions/decisions/votes (in advance on  
15 agendas and after the fact in BOD minutes and from HOA Board-controlled records), and  
16 signatory control over bank accounts for all assessments or other funds collected for the sole  
17 and exclusive use of the association, to name a few.

18 10. For a declaration and determination that the HOA sale is null and void as the HOA  
19 agents and attorneys advised the SCA Board to act contrary to its fiduciary duty, as defined  
20 in NRS 116.3102, owed to the membership, including the property owner, when it failed to  
21 comply with SCA Bylaws provisions 3.20 and 3.18 (a),(b),(e),(g), and (i), adopted pursuant  
22 to NRS 116.3106, that prohibited delegation of Board duties and policy-making authority in  
23 the collection of assessments, such that agents were negligently supervised, SCA maintained  
24

1 no independent accounting records of the amounts collected, allowing agents thereby to  
2 charge fees in excess of the amounts authorized by the SCA delinquent collection Assessment  
3 policy and NRS 116.310313, and for agents to retain the proceeds of foreclosure sales without  
4 SCA exerting fiduciary control over funds that legally had to be deposited in SCA-controlled  
5 accounts for the sole and exclusive benefit of the SCA and the membership at large.

6  
7 11. For the cancellation of the instruments that were recorded without authority, and/or  
8 for such improper purposes as clouding the title, evading legal or contractual obligations, or  
9 to create ownership rights that did not exist in law or in fact.

10 12. For a declaration and determination that the disputed HOA sale did not extinguish the  
11 GBH Trust's nor its successor trustee's rights to title;

12 13. For a declaration and determination that Plaintiff is entitled to the \$57,282  
13 undistributed proceeds of the sale plus interest as NSM's claims to own the beneficial interest  
14 of the DOT were proven false;

15  
16 14. For a declaration and determination Plaintiff's 3/28/17 deed as an individual is valid  
17 and superior to the Jimijack's defective, inadmissible 6/9/15 deed and the 5/1/19 deed of  
18 unauthorized successor Joel Stokes;

19 15. For a declaration and determination Plaintiff is entitled to recoup damages, including  
20 five years of rental income from Jimijack;

21  
22 16. For a declaration and determination that Nationstar's claims to own the beneficial interest  
23 of the disputed Western Thrift Deed of Trust (Herein "DOT") are false;

24

1 17. For a declaration and determination all instruments, encumbrances and assignments  
2 improperly and/or unlawfully notarized, executed or recorded to create false claims, or were  
3 done for the improper purpose of abrogating Tobin's rights during the pendency of case  
4 A720032, and/or prior to the adjudication of Plaintiff's claims in this instant action, are  
5 cancelled and declared without legal force and effect;

6 18. For attorneys in the A720032 case pay Tobin's attorney fees and all litigation costs,  
7 including post-judgment costs in both cases. and be ordered to show cause why they should  
8 not be sanctioned pursuant to Rule 11(b)(1)(3).

9  
10 19. For general and special damages in excess of \$10,000 or in the alternative, for  
11 restitution in excess of \$10,000;

12 20. For any and all further relief deemed appropriate by this Court.

13  
14 Dated this 7th day of August, 2019

15  
16 

17 \_\_\_\_\_  
18 NONA TOBIN, AN INDIVIDUAL  
19 2664 Olivia Heights Avenue  
20 Henderson NV 89052  
21 Office: (702) 465-2199  
22 nonatobin@gmail.com  
23 *In Proper Person*

24  
20  
21 CERTIFICATE OF SERVICE

22 I, Nona Tobin hereby certify that the foregoing and pursuant to NRCP 5(b), I on this  
23 the 7th day of August, 2019, I served via the Clark County electronic filing system a true and  
24 correct copy of the foregoing NOTICE OF LIS PENDENS to all parties listed in the Odyssey  
eFileNV service contact list in A-15-720032-C



Nona Tobin

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2 2664 Olivia Heights Avenue  
3 Henderson NV 89052  
4 (702) 465-2199  
5 nonatobin@gmail.com  
6 *In Proper Person*

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

9 NONA TOBIN, an Individual,  
10  
11 Plaintiff

12 vs.

13 JOEL A. STOKES, an Individual; JOEL A.  
14 STOKES and SANDRA STOKES as Trustees of  
15 JIMIACK IRREVOCABLE TRUST;  
16 NATIONSTAR MORTGAGE, LLC; JOSEPH  
17 HONG; MELANIE MORGAN, DAVID  
18 OCHOA; STEVEN SCOW; FORREST  
19 BARBEE; RED ROCK FINANCIAL  
20 SERVICES; CLUYANNE M. CORWIN;  
21 BANK OF AMERICA; YOUNG CRAIG, I;  
22 TERESA D. WILLIAMS, CA NOTARY Exp.  
23 1919662; TERESA D. WILLIAMS; YUEN K.  
24 LEE, F. BONDURANT, LLC; THOMAS  
LUCAS, OPPORTUNITY HOMES, LLC;  
CIVIC FINANCIAL SERVICES LLC;  
MORGAN STANLEY MORTGAGE CAPITAL  
HOLDINGS LLC; DOES 1-10, ROE  
CORPORATIONS 1-10

Defendants

**COMPLAINT FOR QUIET TITLE,  
AND EQUITABLE, DECLARATORY  
AND INJUNCTIVE RELIEF**

**ARBITRATION EXEMPT: CLAIMS  
INVOLVE TITLE TO REAL  
PROPERTY AND EQUITABLE  
RELIEF**

Comes now, Plaintiff NONA TOBIN, AN INDIVIDUAL, (Herein "Plaintiff" or "Tobin")  
who hereby asserts her claims against the above-named Defendants as follows.

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**I. INTRODUCTION**

1. This action is for quiet title and equitable relief from a defective HOA foreclosure sale conducted without notice on August 15, 2014, by Sun City Anthem Community Association, Inc. (hereinafter “SCA” or “HOA”) former managing and debt collection agents dba Red Rock Financial Services, (Herein “RRFS” or “HOA Agents”).

2. Plaintiff comes before this Court to timely re-assert her NRS 40.010 quiet title claim

**NRS 40.010 Actions may be brought against adverse claimants.** An action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim

3. Despite NRS 30.130, Plaintiff was unfairly removed as a party from consolidated cases A-15-720032-C and A-16-730078 (Herein “A720032”) by ex-parte bench orders shortly before the June 5-6, 2019 trial.

**NRS 30.130 Parties.** When declaratory relief is sought, all persons shall be made parties who have or claim any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not parties to the proceeding.

4. Tobin had been a Defendant-in-Intervention in A720032 since the order granting her November 15, 2016 Pro Se motion to intervene was entered on January 12, 2017.

5. Tobin’s individual claims filed into those cases between 2016 – 2019, whether filed as a Pro Se, or filed by retained counsel, all remain unadjudicated.

1 6. Plaintiff is severely aggrieved by orders of that Court, dated April 18, 2019 and June 24,  
2 2019, that extinguished her property rights as successor trustee of the deceased owner's estate,  
3 without the benefit of a trial.

4 7. The title claims of the Gordon B. Hansen Trust, (Herein "the GBH Trust"), property owner  
5 at the time of the disputed sale, were extinguished after the Court excluded all of Tobin's evidence  
6 from trial and did not require the prevailing parties to produce any admissible evidence to support  
7 their claims or to submit those claim to mediation.

8  
9 8. The Court retained jurisdiction despite NRS 38.310 (2) when none of the prevailing parties  
10 were compliant.

11 9. Herein Plaintiff petitions the Court to declare that the disputed HOA sale did not  
12 extinguish the GBH Trust's nor its successor trustee's rights to title; that Plaintiff is entitled to  
13 the \$57,282 undistributed proceeds of the sale; that Plaintiff's 3/28/17 deed as an individual is  
14 valid and superior to the Jimijack's defective, inadmissible 6/9/15 deed and the 5/1/19 deed of  
15 Jimijack's successor Joel Stokes; that Plaintiff is entitled to recoup damages, five years of rental  
16 income from Jimijack; that Nationstar Mortgage LLC's (Herein "NSM" or "Nationstar") claims  
17 to own the beneficial interest of the disputed Western Thrift Deed of Trust (Herein "DOT") are  
18 false; that all instruments, encumbrances and assignments improperly and/or unlawfully  
19 notarized, executed or recorded to create false claims, or were done for the improper purpose of  
20 abrogating Tobin's rights during the pendency of case A720032, and/or prior to the adjudication  
21 of Plaintiff's claims in this instant action, are cancelled and declared without legal force and  
22 effect; and that attorneys in the A720032 case pay Tobin's attorney fees and costs and be ordered  
23 to show cause why they should not be sanctioned pursuant to Rule 11(b)(1)(3).

1 **II. JURISDICTION, VENUE**

2 10. The real property which is the subject of this civil action is a residence commonly known  
3 as the 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, (hereinafter  
4 “Property”).

5  
6 11. This action is within the jurisdictional limits of this Court and this venue is appropriate  
7 because the real property is located within the jurisdiction of this Court.

8 12. The Court has the authority under NRS 30.030 to declare rights, status and other legal  
9 relations of the respective parties in this quiet title dispute.

10 13. Plaintiff properly and timely brings this action pursuant to NRS 40.010:

11  
12 14. All Plaintiff’s claims, including quiet title, were submitted to mediation, but the HOA  
13 did not participate in good faith. Tobin’s Notice of Completion of Mediation filed into  
14 consolidated case A-15-720032-C is included in Exhibit 1.<sup>1</sup>

15 **III. PARTIES**

16 15. Plaintiff NONA TOBIN, an Individual, (Herein “Plaintiff” or “Tobin”) is the sole  
17 successor trustee, beneficiary and surviving member of the Gordon B. Hansen Trust, dated  
18 8/22/08, (Herein “GBH Trust”)<sup>2</sup> that held recorded title to the subject property from 8/27/08<sup>3</sup> until  
19 a foreclosure deed was recorded on August 22, 2014 transferred title to the alleged purchaser at  
20 the disputed HOA sale. Tobin claims an individual interest in this property as all the GBH Trust’s  
21 claims to title were transferred to Tobin as an individual via a quit claim deed, recorded on  
22

23 <sup>1</sup> Exhibit 1 Notice of Tobin’s Completion of Mediation [NOTC](#)

24 <sup>2</sup> Exhibit 2 is Tobin’s certificate of Incumbency, [recorded 5/23/16](#)

<sup>3</sup> Exhibit 3 is the [GBH Trust deed](#), recorded 8/27/08

1 3/28/17<sup>4</sup> as which time, the GBH Trust was closed as it was insolvent when its sole asset was  
2 transferred out of the trust.

3  
4 16. Defendants JOEL A. STOKES and SANDRA STOKES as Trustees of JIMIACK  
5 IRREVOCABLE TRUST (Herein “Jimijack”). Jimijack is an unknown entity, operating in  
6 Nevada as an unlicensed business to acquire title to HOA foreclosed properties.

7 17. Defendant JOEL A. STOKES, an Individual, is the current deed holder of record, via a  
8 deed, recorded on 5/1/19,<sup>5</sup>

9 18. Defendant NATIONSTAR MORTGAGE, LLC (Herein “NSM” or “Nationstar”) is an  
10 entity of unknown origin whose claims to own the beneficial interest of the deed of trust became  
11 adverse Tobin’s during, but not before, the case A720032 proceedings.

12  
13 19. JOSEPH HONG NV BAR 5995, an Individual, HONG & HONG; attorney for Joel  
14 Stokes, an individual and the Stokes as Trustees for Jimijack, Yuen K. Lee, and F. Bondurant,  
15 LLC against whom Tobin makes an abuse of process claim.

16 20. MELANIE MORGAN, Esq. NV Bar 8215, AKERMAN LLP was the attorney for  
17 Nationstar in A720032 against whom Tobin makes an abuse of process claim.

18  
19 21. DAVID OCHOA, Esq., NV Bar 10414, LIPSON, NEILSON, COLE, SELTZER &  
20 GARIN, P.C, was the attorney representing Sun City Anthem in A720032 against whom Tobin  
21 makes against whom Tobin makes an abuse of process claim.

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23 \_\_\_\_\_  
24 <sup>4</sup> Exhibit 4 is Tobin’s [deed, recorded on 3/28/17](#)

<sup>5</sup> Exhibit 6 is [Joel Stokes unauthorized deed](#), recorded on 5/1/19

1 22. Defendant STEVEN SCOW, SCOW & KOCH is the attorney for former managing and  
2 debt collection agents dba Red Rock Financial Services, who is holding the proceeds in a RRFS  
3 Trust fund outside the control of the SCA Board against whom Tobin makes claims of fraudulent  
4 misrepresentation and unjust enrichment.

5 23. Defendants YUEN K. LEE, an individual, dba Manager, F. BONDURANT, LLC filed a  
6 disclaimer of interest against the property, but still prevailed at June 5-6, 2019 trial against the  
7 GBH Trust that is under appeal.

8 24. Defendant CLUAYNNE M. CORWIN, A NEVADA NOTARY, 04-88240-1; was the  
9 notary who used her stamp to attest that she witnessed Yuen K. Lee execute the Jimijack deed as  
10 if Thomas Lucas stood before her. She did not record an entry into her journal that she witnessed  
11 the execution of the Jimijack deed. Tobin may need to file a claim against her bond.

12 25. Defendant TERESA D.WILLIAMS, CA NOTARY Exp. 1919662, allegedly witnessed  
13 defendant YOUNG CRAIN's execution of the first assignment of the disputed DOT to BANA,  
14 but there is no notary record of it. Plaintiff may have a claim against her bond if the DOT  
15 assignment to BANA, source of NSM's false claims, is not cancelled.

16 26. Defendant PETER B. MORTENSON, MORTENSON & RAFIE, LLP; is the attorney  
17 supervisor of CluAynne M. Corwin who obstructed the examination of the notary journal and  
18 who stated that the notary performed this unlawful notarial act within the course and scope of her  
19 employment that makes his firm accountable for her unlawful act.

20 27. Defendant CIVIC FINANCIAL SERVICES LLC is a California limited liability company  
21 that recorded a claim adverse to Tobin on 5/23/19.

1 28. Defendant MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, an  
2 investment entity of some type, may claim an interest from an assignment recorded on 7/17/19  
3 was named assigned one of the two security instruments by Joel Stokes, but it is unknown whether  
4 this assignment involved Western thrift DOT or the HMC Assets LLC formerly Civic Financial  
5 DOT, but neither NSM nor Joel Stokes had any legal authority to encumber the property or make  
6 changes to the title while Tobin's Lis Pendens was recorded.

7  
8 **IV. FIRST CAUSE OF ACTION: QUIET TITLE AND EQUITABLE RELIEF**  
9 **(AGAINST ALL DEFENDANTS)**

10 29. The various instruments, documents and liens constituting the claims of Defendants create  
11 a cloud on title to the Property and, therefore, deprive Plaintiff of the use, enjoyment and  
12 possession of the Property.

13 30. This action is to quiet title to the Property such that Plaintiff shall have clean and  
14 marketable title.

15 31. Plaintiff disputes any and all claims on the Property made by Defendants and petitions the  
16 Court to unwind all title changes that have been made to return title that was unfairly removed by  
17 a defective HOA sale.

18 **A. The HOA Sale Was Invalid to Remove Plaintiff's Rights To Title As It Was**  
19 **Non-Compliant With Foreclosure Statutes**

20 32. The August 15, 2014 HOA foreclosure sale was not valid and did not remove Tobin's  
21 property rights as the HOA and its agents did not comply with all the mandatory provisions of  
22 NV Rev Stat § 116.3116 (2013) et seq.<sup>6</sup>

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<sup>6</sup> All cites to NRS will be to the 2013 version as the 2015 amendments were not applicable.

1 33. **NRS 116.31162** – Non-compliant as the owner paid \$275 quarterly assessments due  
2 through September 30, 2012, including the authorized \$25 late fee, imposed when the payment  
3 was not received by July 31, 2012.

4 34. Tobin’s check 143, identified as "\$300 for HOA dues" was entered into the RRFS ledger  
5 on October 18, 2012, but was improperly applied per **NRS 116A.640(8)** that prohibits

6  
7 intentionally apply(ing) a payment of an assessment from a unit’s owner towards  
8 any fine, fee or other charge that is due.

9 35. No notice of intent to lien was provided to the owner prior to RRFS recording a lien on  
10 December 14, 2012, that claimed without any legal authority that \$925.76 was due and owing.

11 36. **NRS 116.31162(4)** – Required notices, including a schedule of fees, an offer of a  
12 repayment plan, or an opportunity for a hearing by the SCA board were never provided to the  
13 owner.

14 37. **NRS 116-31162- NRS 116.31164** RRFS notices and non-compliance were tracked by the  
15 Office of the Ombudsman for Common Interest Communities (Herein “OMB”) for this sale and  
16 all HOA foreclosures between 2009-2014.

17  
18 38. The 2009-2014 database contains an official record - contemporaneously logged by OMB  
19 staff – of notices provided to the OMB during HOA foreclosures’ Notice of Sale (Herein “NOS”)  
20 processes. See Exhibit.<sup>7</sup>

21 39. These records were excluded from consideration by the Court based on the  
22 misrepresentation of SCA attorney Ochoa.

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<sup>7</sup>Exhibit 7 4/15/19 authenticated [OMB-NOS for 17 properties](#)

1 40. Entries, made or missing, in the OMB- NOS compliance records provide admissible<sup>8</sup>  
2 evidence of statutory compliance, or the lack of it, in an HOA sale.

- 3 a. The NOS dated 2/12/14 was cancelled on 5/15/14.  
4 b. No notice of sale was in effect when the 8/15/14 sale took place.  
5 c. The OMB received no notice that it had been sold on 8/15/14 or the \$63,100 sales price.  
6 d. RRFS did not submit the foreclosure deed within 30 days after the sale (or ever) as  
7 required by NRS 116.31164(3)(b).

8 41. Note that the only published NOS dated 2/12/14 was cancelled on 5/15/14 (one week after  
9 Plaintiff accepted a \$350,000 purchase offer from the high bidder at [www.auction.com](http://www.auction.com) sale that  
10 was rejected by NSM shortly before the HOA sold the property without notice for \$63,100.

11 42. It should be noted that the property was in escrow for a fair market value purchase until  
12 7/24/14 when NSM suddenly demanded that it be placed back on the market at a higher list price  
13 (\$390.0000).

14 43. NSM's report the beneficiary would not agree to the 5/8/14 \$350,000 [www.auction.com](http://www.auction.com)  
15 sale was incomprehensible at the time.

16 44. Plaintiff now knows, from SCA's disclosure of RRFS's duplicitous foreclosure file that  
17 RRFS rejected NSM's super-priority tender of one year of assessments (\$1100) without telling  
18 Plaintiff or mischaracterizing it to the SCA Board as an owner request.  
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<sup>8</sup> The OMB-NOS compliance records in Exhibit 8 have been authenticated pursuant to Rule 44 Means for Proving  
an Official Record.

1 45. Note that in six other SCA foreclosures conducted by RRFS in 2014, the foreclosure deed  
2 was delivered to the Ombudsman evidencing HOA agents' failure to deliver the deed for this  
3 property was not for lack of awareness of NRS 116.31164(3)(b) deed delivery requirement.

4 46. No second NOS was published that this property was going to be sold on August 15, 2014,  
5 or on any date, after the March 7, 2014 sale date announced by the February 12, 2014 NOS was  
6 cancelled. See Exhibit<sup>9</sup>.

7  
8 47. OMB-NOS records for other SCA foreclosures in the Exhibit indicate RRFS was familiar  
9 with the NRS 116.311635 requirement as RRFS published second NOS for two other SCA  
10 properties, 2986 Olivia Heights Ave and 2532 Grandville, after the first notice was cancelled.

11 48. RRFS did not distribute the proceeds of the sale pursuant to NRS 116.31164(3)(c) and  
12 attempted to create the false impression that it had by deceptive disclosures in SCA00224<sup>10</sup>.

13  
14 **B. Right Of Redemption Not Lost Per NRS 116.31166 as Recitals Were False**

15 49. The owner's right of redemption was not lost pursuant to **NRS 116.31166** as the  
16 foreclosure deed recitals contained false statements and, therefore, cannot be conclusive proof of  
17 a valid sale.

18 50. The false foreclosure deed recitals are listed here:

19 51. Recited that the default was as described in the 3/12/13 NODES that did not exist as RRFS  
20 had recorded on 4/3/13 that the 3/12/13 NODES was rescinded.  
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24 <sup>9</sup> See Exhibit [No 2<sup>nd</sup> NOS for 2763, but 2<sup>nd</sup> NOS for two others.](#)

<sup>10</sup> See Exhibit [\\$57,282.32 check to Clark County District Court](#), dated 8/21/14, was never delivered.

1 52. Recited no payments had been made after July 1, 2012 without acknowledging that  
2 Tobin's check 143 for "\$300 for HOA dues" was credited in the RRFS ledger on 10/18/12 and in  
3 the HOA ledger on 11/6/12;

4 53. Recited that no payments had been made after July 1, 2012 without acknowledging that  
5 RRFS rejected unilaterally, without legal authority, a 5/9/13 tender of \$825 explicitly intended to  
6 pay the super-priority amount<sup>11</sup>, that actually would have cured the delinquency of the nine  
7 months then due and owing and would have paid assessments owed through **June 30, 2013**.

8  
9 54. Recited that all the applicable laws had been followed when the rejection of the 5/9/13  
10 and RRFS's refusal to accept NSM's 5/28/14 tender of \$1100 were both in violation of NRS  
11 116A.640(9) which makes it unlawful to "Refuse to accept from a unit's owner payment of any  
12 assessment, fine, fee or other charge that is due because there is an outstanding payment due."

13 55. Recited that no payments had been made after July 1, 2012 when, in fact, SCA's agent  
14 RRFS, on May 28, 2014, RRFS unilaterally rejected it when Nationstar offered \$1,100, an amount  
15 equivalent to one year of assessments. (SCA000302)<sup>12</sup>

16  
17 56. Recited that no payments had been made after July 1, 2012 when RRFS gave no notice of  
18 the rejected 5/9/13 tender to the SCA Board, to the owner, to listing agent and SCA owner, Doug  
19 Proudfit or to Ticor Title (that held the escrow for a \$395,000 purchase offer Tobin accepted on  
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22 <sup>11</sup> NSM's 2/12/19 joinder relies on this 5/9/13 tender to make the preposterous claims that this tender by BANA's  
23 agent meant that the sale was invalid to extinguish the DOT, but was valid to extinguish the owner's rights, and  
24 further, that NSM was the beneficiary without having any admissible evidence to prove it and plenty in the record to  
show NSM owned nothing that would give it standing to foreclose.

<sup>12</sup> Exhibit is [NSM's 5/28/14 offer of \\$1100](#) SCA000302 to close the escrow on the 5/8/14 [www.auction.com](http://www.auction.com)  
\$350,000 sale.

1 5/10/13 with escrow instructions to pay the HOA whatever it demanded) (See exhibit for Doug  
2 Proudfit declaration made under penalty of perjury)<sup>13</sup>

3  
4 57. Recited that no payments had been made after July 1, 2012 when RRFS was required to  
5 credit check 143, "\$300 for HOA dues", to the owner's account as paid through September 30,  
6 2012 pursuant to NRS116A.640 (8) which prohibits "Intentionally apply(ing) a payment of an  
7 assessment from a unit's owner towards any fine, fee or other charge that is due."

8 58. Recited that all the applicable laws had been followed when RRFS was required to credit  
9 both the 5/9/13 tender of \$825 for assessments to the owner's account both by NRS 116A.640(8)  
10 and by the Western Thrift Deed of Trust (Herein "DOT") PUD rider<sup>14</sup> section H. Remedies  
11 providing that lender assessments payments will be added to the balance due on the DOT.

12 Recited that all the applicable laws had been followed when they had not been.

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14 **59.** Recited that all the applicable laws had been followed when, in addition to the violations  
15 of the aforementioned foreclosure statutes, multiple other applicable statutes were also violated,  
16 to wit: NRS 116.3102(3)(4); NRS 116.3103, NRS 116.31031, NRS 116.310313; NRS 116.31083;  
17 NRS 116.3108 (4); NRS 116.31065; NRS 116.31085; NRS 116.31175; (2013) NRS 116.3116;  
18 (2013) NRS 116.31162 (4); (2013) NRS 116.311635; (2013) NRS 116.31164(3)(b); (2013) NRS  
19 116.31164(3)(c)(5); NRS 116A.640 (8),(9).

20 60. Recited that the debt had been verified by the HOA despite the fact that SCA was managed  
21 by FSR fka RMI, that held the NRS 649 debt collection license dba RRFS, that maintained the  
22

23 <sup>13</sup> Exhibit 16 is Doug [Proudfit's DECL](#), dated 5/23/19.

24 <sup>14</sup> Exhibit 17 is NSM 0160, DOT PUD rider F. Remedies.

1 HOA's only records, and the HOA Board did not independently verify, audit, or have any internal  
2 financial controls over the FSR/RMI/RRFS accounting to verify the debt. Further, this fails to  
3 acknowledge that the HOA Board's over-delegation and negligent supervision allowed  
4 unauthorized and unearned fees to be demanded in violation of NRS 116A.640 (10) and NRS  
5 116.310313.

6 **C. The sale is void as it was not authorized by valid HOA Board votes.**

7 61. No SCA Board votes were taken at a meeting compliant with NRS 116.31183, NRS  
8 116.31085, and NRS 116.3108(4) authorized the posting of this property for sale on any day.

9 62. SCA0315 exemplifies the deceptive nature of SCA's disclosures to create the false  
10 impression that proper Board approval had been obtained.

11 **D. The sale is void as the owner was denied contractually guaranteed due process.**

12 63. SCA CC&Rs 7.4 and SCA bylaws 3.26 require the SCA Board to provide specific notices,  
13 a chance to correct, an evidentiary hearing, notice of sanction, and an appeal prior to imposing  
14 any sanction for an alleged violation of the governing documents.

15 64. None of these mandatory forms of due process articulated in SCA Board's Resolution  
16 Establishing the Policy and Process for Enforcement of the Governing Documents, dated  
17 11/11/17, were provide the property owner prior to the imposition of the ultimate sanction for an  
18 alleged violation of the governing documents, selling a house worth two hundred times the  
19 amount of the alleged violation.

20 **E. The sale was unfair and commercially unreasonable as the sale was not**  
21 **properly noticed and bidding by bona fide purchasers was suppressed.**

1 65. In fact, requested notice was explicitly, and deliberately, not provided to the owner, either  
2 of the listing agents, all SCA homeowners, (presumably) the servicing bank, bona fide  
3 purchasers whose arms-length, fair market value, purchase offers had been accepted by Tobin,  
4 but rejected by the beneficiary that servicing bank, Nationstar, refused to identify.

5 66. By making all the decisions in closed Board meetings for which no agendas or minutes  
6 existed ensured that no notice of any foreclosure sale on any date was given to the SCA  
7 membership in general, many of whom could have had a strong interest in either bidding or  
8 preventing a sale.

9 **F. Quiet title should be granted to Tobin as her deed is superior to all others.**

10 67. Jimijack filed the original A720032 complaint on 6/16/15, and never entered into the court  
11 record any evidence to refute Tobin's 2/1/17 claim that Jimijack did not have an admissible deed.

12 68. Jimijack was the titleholder of record based solely on a defective deed, recorded on June  
13 9, 2015<sup>15</sup>, that was central to Tobin's claim of superiority of title as it was fraught with notarial  
14 violations and was inadmissible per NRS 111.345 to be used as evidence to support Jimijack's  
15 ownership claims that is contradicted by the HOA's records.

16 69. Joel Stokes and his wife, as Trustees, transferred Jimijack's interest, if any, out of  
17 Jimijack, five weeks before the June 5-6, 2019 A720032 trial was scheduled to adjudicate the  
18 GBH Trust quiet title claim against Jimijack.

19 70. Plaintiff alleges that this transfer was done for the improper purpose of evading Tobin's  
20 request that the Court ruling that Jimijack's deed was inadmissible per NRS 111.345.  
21

22  
23  
24 <sup>15</sup> Exhibit 5 is [Jimijack's defective deed](#), recorded on June 9, 2015

1 71. Plaintiff is entitled to quiet title against Jimijack as Tobin's deed, recorded 3/28/17, is  
2 superior to Jimijack's defective deed, recorded 6/9/15.

3 72. Plaintiff requests a ruling that Jimijack's deed is inadmissible per NRS 111.345 and has  
4 no legal capacity to transfer title to Jimijack or from Jimijack to Stokes as an individual.

5 73. Jimijack's deed did not have the legal capacity to transfer the interest from F. Bondurant  
6 LLC to Jimijack.

7 74. As Jimijack's deed had no capacity to grant rights to title to Jimijack, it had no legal  
8 capacity to transfer title to any assignee, and all subsequent transfers are void thereby.

9 75. The HOA's ownership records contradict Jimijack's inadmissible deed in that the HOA's  
10 official record, the Resident Transaction Report,<sup>16</sup>

11 76. Defendant Yuen K. Lee executed the deed quit claiming F. Bondurant, LLC's interest to  
12 Jimijack, when he was not before the notary. No evidence was ever entered into the case record  
13 to support the ownership claims of F. Bondurant LLC or to explain why the HOA ownership  
14 records do not show that either F. Bondurant LLC or Yuen K. Lee ever owned the property or  
15 paid any new owner or asset enhancement fees.

16 77. No other parties claim to have a deed superior to Tobin's.

17 78. Disclaimers of interest were recorded on 3/31/17.<sup>17</sup>

18 **G. Quiet title should be granted to against NSM whose claims are provably false.**

19 79. NSM's claims were not originally adverse to Tobin's as they both sought to void the sale  
20 oppressive and unfair sale that extinguished both NSM's and Plaintiff's claimed interests.  
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23 <sup>16</sup> Exhibit 16 [HOA ownership record](#) shows Jimijack Irrevocable Trust paid a new owner fee on 9/25/14.

24 <sup>17</sup> Disclaimers of interest of parties with previous claims were recorded on 3/31/17: Steve Hansen, Yuen K. Lee, F. Bondurant LLC, Thomas Lucas, Opportunity Homes, LLC

1 80. If the sale were voided, Plaintiff's rights would be restored and the security interest would  
2 not have been extinguished by a valid sale.

3 81. NSM did not ever claim to own the beneficial interest of the DOT prior to the HOA sale.  
4

5 82. NSM's first claim to own the DOT, recorded on 12/1/14<sup>18</sup> was a false affidavit claiming  
6 to have Bank of America's (Herein "BANA") BANA's undisclosed power of attorney to execute  
7 an assignment of BANA's interest to NSM, effective 10/23/14.

8 83. NSM rescinded its 12/1/14 recorded claim to own the DOT as BANA's assignee,  
9 effective 2/25/19.

10 84. NSM recorded this rescission on 3/8/19<sup>19</sup> after Tobin's demands in discovery in A720032  
11 brought to NSM's attention that the 12/1/14 claim was worthless.  
12

13 85. BANA had no interest to assign after BANA recorded on 9/9/14<sup>20</sup> that BANA's recorded  
14 interest, if any, was assigned to Wells Fargo, effective 8/21/14.

15 86. NSM's second false affidavit assigning interest in the DOT to itself was recorded on  
16 3/8/19,<sup>21</sup> one week after discovery ended in A720032, claimed that NSM held, but did not  
17 disclose, Wells Fargo's power of attorney that allegedly gave NSM authority to assign Wells  
18 Fargo's interest, if any, to NSM, effective 2/25/19.  
19  
20  
21  
22

23 <sup>18</sup> Exhibit 9 is [NSM's first claim to own the DOT \(NSM0180-NSM0181\)](#), recorded on 12/1/14

<sup>19</sup> Exhibit 10 is [NSM's rescission of its 12/1/14 claim \(NSM0409-NSM0410\)](#), recorded 3/8/19

<sup>20</sup> Exhibit 11 is [BANA's assignment, recorded on 9/9/14](#), of BANA's interest in the DOT, if any, to Wells Fargo.

<sup>21</sup> Exhibit 12 is false affidavit NSM assigning interest in the DOT to itself, recorded 3/8/19. ([NSM0412-NSM0413](#))  
24

1 87. Effective 12/1/13 NSM was Bank of America's (Herein "BANA") successor as the  
2 servicing bank for the disputed Western Thrift and Loan Deed of Trust (Herein "DOT") signed  
3 by Gordon B. Hansen in 2004.

4 88. NSM's disclosures in A720032 contradict NSM's claims of to be the beneficial owner of  
5 the disputed DOT, e.g., NSM0268, is a COPY of the promissory note, not endorsed to NSM.<sup>22</sup>  
6

7 **H. Plaintiff is entitled to quiet title vs. BANA & NSM as they obstructed four FMV**  
8 **sales, but would not foreclose or take the liability and duties of owning the title.**

9 89. NRS 116.31162(6) prohibits an HOA foreclosure after a notice of default has been  
10 recorded by a lender on the security interest. Neither BANA nor its successor servicing bank  
11 Nationstar ever filed a notice of default that would have stopped an HOA sale.

12 **NRS 40.050 Mortgage not deemed conveyance.** A mortgage of real property  
13 shall not be deemed a conveyance, whatever its terms, so as to enable the owner of  
14 the mortgage to take possession of the real property without a foreclosure and sale

15 90. Despite NRS 40.050 BANA took "*possession of the real property without a foreclosure*  
16 *and sale*" for nearly six months in 2013 without relieving Plaintiff of the liability or taking the  
17 title when Tobin offered it on a deed in lieu.

18 **I. Plaintiff is entitled to quiet title against all defendants who claim an interest in**  
19 **recorded security instruments as they are false and/or were unauthorized.**

20 91. Tobin alleges that Joel Stokes, non-party in A720032, had no authority to encumber the  
21 property prior to the complete adjudication of Tobin's quiet title complaint against party Jimijack.  
22  
23

---

24 <sup>22</sup>Exhibit 13 is a [COPY of the promissory note](#), not endorsed to NSM (NSM 0258-NSM0260)

1 92. Plaintiff deserves protection by this Court from any adverse claims made by defendants  
2 Civic Financial services, HMC Assets, or Morgan Stanley, or by unknown DOES or ROES  
3 pursuant to the false representations made by Nationstar, by Joel Stokes or by their attorneys  
4 Morgan and Hong, that Joel Stokes or Nationstar had the legal right to bargain with title rights  
5 Plaintiff asserts belong to her.

6 93. On 5/21/19, Joel Stokes ignored Plaintiff's recorded Lis Pendens<sup>23</sup> encumbered the  
7 property with a new \$335,000 deed of trust,<sup>24</sup> originated by Defendant Civic Financial Services,  
8 a California LLC, when neither the mortgagor nor the mortgagee was a party at the June 5-6, 2019  
9 A720032 trial that allegedly was to adjudicate the quiet title claim of the GBH Trust vs. Jimijack.  
10

11 94. The HMC Assets LLC claims an assigned interest in the Civic Financial DOT, but neither  
12 NSM nor Joel Stokes had any legal authority to encumber the property or make changes to the  
13 title while Tobin's Lis Pendens was recorded.

14 95. Defendant CIVIC FINANCIAL SERVICES LLC's "agreement" with Joel Stokes,  
15 recorded on 5/23/19, is a claim adverse to Tobin in that it claimed the power of sale property if  
16 Joel Stokes did not perform according to the terms of the deed of trust he signed on 5/21/19.  
17

18 96. Plaintiff petitions the court to quiet title to her and relieve her of obligations arising out of  
19 Joel Stokes' unauthorized use this property as security for a personal loan;

20 97. Defendant MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC may claim  
21 an interest adverse to Tobin's from the deed of trust assignment recorded on 7/17/19, but it is  
22

23 \_\_\_\_\_  
<sup>23</sup> Exhibit 7 is [Plaintiff's recorded 4/30/19 Notice of Lis Pendens](#)

24 <sup>24</sup> Exhibit 8 is Joel [Stokes unauthorized \\$335,000 deed of trust](#) encumbering the property

1 unknown whether this assignment was from Stokes personal loan or from Nationstar's  
2 unauthorized assignment of the disputed Western Thrift DOT originated by Gordon Hansen on  
3 July 15, 2004.

4 **V. SECOND CLAIM FOR RELIEF: CANCELLATION OF INSTRUMENTS**

5 98. Tobin incorporates and re-alleges all previous paragraphs, as if fully set forth herein.

6  
7 99. Title to the Property is encumbered by defects and other clouds on title caused by liens,  
8 instruments and documents recorded by various Defendants against the Property.

9 100. Each of these defects constitutes a claim by the Defendants that was created without legal  
10 authority. See Exhibit for the County Recorder's Log Record for the Property.<sup>25</sup>

11  
12 101. The various instruments, documents and liens constituting the claims of Defendants create  
13 a cloud on title to the Subject Property and, therefore, deprive Plaintiffs of the use, enjoyment and  
14 possession of the Subject Property.

15 102. Unless the Court Orders the various instruments, documents and liens which underlie  
16 each of Defendants' claims on the Subject Property canceled, Plaintiff will continue to suffer the  
17 loss of use, enjoyment, and possession of the Subject Property, for which she has been without  
18 adequate remedy.

19  
20 103. Any sale, assignment or transfer of the Property, prior to a judicial determination  
21 concerning the respective rights and interests of the parties asserting a claim, may be rendered  
22  
23

---

24 <sup>25</sup> Exhibit 19 is the County [Recorder record of claims against title](#), dated 8/5/19

1 invalid as changes made during the pendency of these proceeding were done for the improper  
2 purpose of obstructing a fair adjudication of Tobin's quiet title claim.

3 **VI. THIRD CLAIM FOR RELIEF: UNJUST ENRICHMENT**  
4 **(VERSUS RRFS, SCOW & KOCH, JOEL STOKES AND NATIONSTAR)**

5 104. Tobin incorporates and re-alleges all previous paragraphs, as if fully set forth herein.  
6

7 105. Tobin has been deprived of the benefit of the property by actions of the Stokes and  
8 Nationstar.

9 106. SCA bylaws prohibit the SCA Board from delegating certain functions, including the  
10 signatory control over bank accounts holding assessments collected for the benefit of the  
11 association.

12 107. RRFS and/or Scow & Koch have unjustly profited from the retention and total proprietary  
13 control over of \$57,282 undistributed proceeds of the sale and they should not be permitted to  
14 further profit by failing to pay interest or by charging unnecessary fees to distribute according to  
15 the mandates of NRS 116.31164;  
16

17 108. As set forth above, Joel Stokes claims an ownership interest that is adverse to Tobin.  
18

19 109. The Stokes have benefitted from the unlawful HOA sale and have collected rents and  
20 profited by possession of the property.

21 110. Should Tobin's Complaint be successful in quieting title against Joel Stokes and  
22 successful in setting aside the HOA sale, the Stokes will have been unjustly enriched by their  
23 possession and usage of the property since 2014.  
24

1 111. Tobin will have suffered damages if NSM profits in any way from its false claims to own  
2 the beneficial interest of the DOT, including asserting a claim against Tobin for the sale proceeds  
3 or from its unauthorized ex-parte, pre-trial “settlement” with Joel Stokes and Jimijack ;

4 112. Tobin will have suffered damages if Joel Stokes is allowed to retain five years of rent or  
5 the \$335,000 paid by Nationstar as a “loan”.

6  
7 113. Tobin will have suffered damages if Joel Stokes is allowed retain profits from its improper  
8 side deal with Nationstar that preceded .

9 114. Tobin is entitled to general and special damages in excess of \$10,000.

10  
11 115. Tobin has been required to expend considerable funds to retain counsel and is entitled to  
12 recover attorney’s fees and litigation costs for having brought the previous action now pending  
13 appeal.

14 **VII. ABUSE OF PROCESS**  
15 **(Against HONG, MORGAN, AND OCHOA)**

16 116. JOSEPH HONG NV BAR 5995, an Individual, HONG & HONG; attorney for Joel  
17 Stokes, an individual and the Stokes as Trustees for Jimijack, Yuen K. Lee, and F. Bondurant,  
18 LLC against whom Tobin makes claims of fraudulent misrepresentation and abuse of process  
19 that interfered with her ability to have a fair adjudication of her quiet title claims. Hong’s  
20 misconduct/misrepresentations caused the A720032 court to issue bench orders that excluded  
21 six of Tobin’s April, 2019 motions and notices to be excluded from the Court record without  
22 adjudication and to exclude all of the GBH Trust’s evidence from the Court’s consideration at  
23 the June 5-6, 2019.

1 117. MELANIE MORGAN, Esq. NV Bar 8215, AKERMAN LLP was the attorney for  
2 Nationstar in A720032 against whom Tobin here makes a claim of abuse of process,  
3 misrepresentations to the Court, and interference with Plaintiff's rights to have a fair  
4 adjudication of her quiet title claims against Jimijack and the Stokes.

5 118. Nationstar's standing to be a party in the A720032 case was not questioned, although  
6 NSM did not have a claim before the disputed sale.

7  
8 119. NSM attorneys began taking aggressive action against Plaintiff when Tobin made it clear  
9 in A720032 that NSM had no standing to foreclose on a note it did not own as NSM had never  
10 entered into the court record any admissible evidence to support its ownership claim or to refute  
11 Tobin's evidence.

12 120. NSM attorneys never filed any claims against SCA or against Tobin either as an  
13 individual or s trustee of the GBH Trust.

14  
15 121. Morgan and other Akerman attorneys filed unwarranted joinders to SCA's motions and  
16 oppositions that were based on misrepresentations and false statements to the Court and which  
17 served the improper purpose of using the HOA foreclosure dispute to allow NSM to gain  
18 standing to foreclose on a note it does not own.

19 122. Obstructing Tobin's quiet title dispute against Jimijack was an improper abuse of process  
20 because if the sale was voided to Tobin, there was no prejudice to the true owner of the note.

21 123. If NSM actually did own the beneficial interest of the DOT, its interest would have aligned  
22 with Tobin's, i.e., if the sale were voided, the security instrument would not have been  
23

1 extinguished and the legitimate owner of the note would be free to negotiate with Tobin or to  
2 initiate foreclosure according to the parameters of NRS chapter 107, as amended by AB284(2011).

3  
4 124. Tobin's initial affidavit, filed on 9/23/16, included these statements (Page 5, lines 15-21)

5 "In our scenario, NSM would retain whatever security interest they had (and could  
6 legitimately prove they had) in the first deed of trust on August 14, 2014 and no  
7 more."

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

12 "I believe NSM's claims are clearly contradicted by evidence I possess."

13 125. If NSM's Joinder to SCA's MSJ was unwarranted and motivated by the improper  
14 purpose of preventing the sale to be voided and title quieted to Tobin as it became clear during  
15 discovery that Tobin's evidence and NSM's disclosures corroborated Tobin's claim that NSM  
16 had no standing to foreclose as the DOT had essentially been securitized out of existence.

17 126. Jimijack's attorney Hong and Morgan manipulated the process to prevent a fair  
18 adjudication of Tobin's claims, including getting her Pro Se motions and evidence against them  
19 excluded from the court record by ex-parte bench orders caused by their misrepresentations to  
20 the Court about Tobin's standing as an individual. The 4/23/19 hearing was ex-parte due to  
21 deceptive notices served on Tobin to keep her away.

22 127. Morgan colluded with Hong to make a duplicitous "settlement" between NSM and  
23 Jimijack and to dismiss bogus claims against F. Bondurant LLC and Opportunity Homes LLC.

24 128. Attorneys asserted a false ownership interest for NSM that did not exist in law or in fact  
and were not required to provide admissible evidence to support the false claim.

1 129. Regardless of whether decimating Tobin was intentional or she was simply collateral  
2 damage, Plaintiff petitions the Court to order Morgan and Hong to show cause why they should  
3 not sanctioned for their conduct.

4 130. DAVID OCHOA, Esq., NV Bar 10414, LIPSON, NEILSON, COLE, SELTZER &  
5 GARIN, P.C, was the SCA attorney in A720032. Tobin makes claims against David Ochoa for  
6 attorney's fees, fraudulent representation, fraudulent concealment, tortious interference,  
7 violations of the duty of good faith and fair dealing,  
8

9 131. Tobin is the only party to this civil action that is a "Bound Party" contractually binding  
10 her and the SCA Board to mutual obligations under the terms of the SCA governing documents.

11 132. Tobin has owned and resided at 2664 Olivia Heights Avenue in Sun City Anthem  
12 Community Association, Inc. (Herein "HOA" or "SCA"). Tobin has been an owner, resident and  
13 member in good standing of SCA for fifteen years.  
14

15 133. Ochoa disclosed RRFS's Foreclosure file falsely as if it were SCA's corroborated, verified  
16 official record and then concealed in discovery SCA actual official records.

17 134. Ochoa mischaracterized the RRFS file with its many deceptive, altered, or outright false  
18 documents, as the unquestioned truth when it was the unverified, uncorroborated self-serving  
19 version of the debt collector that Tobin argues should not have been ruled admissible at all.

20 135. Ochoa and SCA's other attorneys have defamed and retaliated against Plaintiff for being  
21 a party to this quiet title litigation, and have abridged her rights, disenfranchised 2,000 SCA  
22 voters, unlawfully removed her from her elected Board seat, and have used unfair tactics such as  
23  
24

1 filing unwarranted motions, and covering up the misdeeds of SCA's agents to try to bury her in  
2 crippling litigation costs rather than have her claims heard on their merits.

3  
4 136. Given that SCA was paid in full for deceased Gordon Hansen's delinquent assessments,  
5 SCA had no financial interest nor any claim to the title. As such, SCA Board's duty was to act as  
6 fiduciaries and investigate Plaintiff's complaints regarding the conduct of the sale and the agents  
7 failure to distribute the proceeds when homeowner Tobin requested it in 2016-2017.

8 **J. Tobin's rights as an SCA member were abridged by SCA attorney misconduct.**

9 137. SCA attorney David Ochoa (Herein "Ochoa") unilaterally rejected Tobin's March 22,  
10 2017 offer to settle the case without cost to SCA or Tobin, without even submitting it to the SCA  
11 Board for their consideration:

12 **Nona Tobin would agree to:**

- 13 ■ No claim for attorney fees
- 14 ■ No claim for damages Waive claim of Respondeat Superior
- 15 ■ Withdraw 2/1/17 Cross-claim against SCA as if with prejudice
- 16 ■ No further civil action or NRED complaint to hold SCA accountable for acts of  
17 SCA's agents that resulted in a defective foreclosure sale

18 **SCA Board would have to agree to**

- 19 ■ Not oppose my A720032 3/3/17 motion to void the sale for  
20 – statutory non-compliance NRS 116.31162 et seq & NRS 116.31085
- 21 – Failure to provide Tobin notice and due process
- 22 – Failure to distribute the proceeds per NRS 116.31164
- 23 – Improper accounting and excessive fees charge
- 24 ■ Instruct the attorneys to withdraw two motions to dismiss Tobin as an individual  
and as trustee for NRS 38 mediation and for practicing law without a license
- SCA Board to conduct a review of the collection process to ensure owners get  
the same notice and due process when their house is sold as SCA owners get when  
fined \$25 for a dead tree.

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

- No notice was given to owner or Ombudsman
- Premature unnecessary referral to collections
- Excess fees charged
- Foreclosure deed relied on rescinded 3/12/13 NOD

- 1 ■ Canceled 2/12/14 NOS of 3/7/14 sale
- 2 ■ No NOS in effect when sold on 8/15/14
- 3 ■ Sale not commercially reasonable – 18% of FMV when no lender approval on
- 4 four FMV sales up to \$395,000
- 5 ■ Agents falsified records to keep their actions covert
- 6 ■ Agents kept \$60,000 that belonged to the GBH Trust

7 138. Ochoa obstructed “Bound Parties”, i.e., the SCA Board and 15-year member in good  
8 standing Tobin from access to CC&Rs provision XVI<sup>26</sup>, Limits on Litigation.

9 139. Ochoa never filed any pleadings that timely, or substantively responded to Tobin’s  
10 complaint or motion to void the sale.

11 140. Instead, he filed unwarranted motions and oppositions to Tobin that were filled with false  
12 representations to the Court about the facts, the evidence, the court record, and even the laws  
13 applicable to the SCA Board’s authority over the enforcement of the governing documents.

14 141. Plaintiff petitions the Court to order defendant Ochoa to show cause why he should not  
15 be sanctioned for his obstruction over three years that has prevented Tobin’s grievances from  
16 being redressed and her claims from being fairly adjudicated. See Tobin Appeal Case Statement<sup>27</sup>  
17 in which Tobin request for the Nevada Supreme Court to mandate ADR as part of the Supreme  
18 Court appeal as reasonable, fair conflict resolution has been denied to Plaintiff due to Ochoa’s  
19 and the other attorneys’ abusive treatment.

## 20 **VIII. PRAYER**

21 Wherefore, Tobin prays for judgment against the Defendants, jointly and severally, as  
22 follows:

23 \_\_\_\_\_  
24 <sup>26</sup> [CC&Rs XVI](#)

<sup>27</sup> Appeal Case Statement [ACAS](#)

1 142. For a preliminary and permanent injunction against any sale or transfer of this property  
2 during the pendency of all ongoing proceedings and appeals;

3 143. For a declaration and determination that the HOA Sale was invalid as it did not comply  
4 with the statutes governing HOA foreclosures in NRS (2013) 116.3116 through NRS 116.31168;  
5

6 144. For a declaration and determination that the August 15, 2014 HOA sale is null and void  
7 as Sun City Anthem failed to provide the homeowner the notice and due process, required by  
8 NRS 116.31031 and the SCA CC&Rs Section 7.4, as a necessary pre-condition of imposing a  
9 sanction for the alleged violation of the association's governing documents of delinquent  
10 assessments;

11 145. For a declaration and determination that the SCA agents exceeded the authority granted  
12 to the SCA Board by NRS 116.3102 (m) that limits the association's authority to sanction an  
13 owner for an alleged violation of the governing documents unless the HOA provides all the notice  
14 and due process delineated in NRS 116.31031 to the owner who may be sanctioned;

15  
16 146. For a declaration and determination that the HOA sale is null and void as it was not  
17 authorized by an official corporate action of the Sun City Anthem Board in a manner compliant  
18 with applicable NRS 116 provisions, including NRS 116.31083.

19 147. For a declaration and determination that the HOA sale is null and void as SCA did not  
20 publish notice to the SCA membership, including the property owner, of its intent to authorize  
21 the sale of 2763 White Sage Drive on any agenda for any meeting of the Board in the manner  
22 proscribed by NRS 116.31083(5) and NRS 116.3108(4).  
23  
24

1 148. For a declaration and determination that there is no admissible evidence in the court  
2 record, or in the world, that supports Nationstar's claim to own the beneficial interest of the  
3 disputed deed of trust and tan order that his declaration shall be forwarded to the Nevada State  
4 Attorney General for inclusion in its investigation of verified complaint in case 2-2019.

5 149. For a declaration and determination that the HOA sale is null and void as the SCA Board,  
6 in violation of NRS 116.31085(3)(4) and SCA bylaws 3.15A, imposed sanctions against Plaintiff  
7 for the alleged violation of failing to pay the deceased owner's delinquent assessments, and based  
8 their enforcement decision solely on the allegations of financially-conflicted agents, in closed  
9 meetings, to which the owner received no notice, no opportunity for a hearing, and no opportunity  
10 to mount a defense.

11  
12 **150.** For a declaration and determination that the HOA, its agents are required to comply with  
13 all laws defining an HOA Board's authority and duties, when the Board can meet in closed  
14 session, control over the collection of assessments, limits on fees charged, due process required  
15 prior to the Board imposing any sanction for an alleged violation of the SCA governing  
16 documents, rights of owners to know Board actions/decisions/votes (in advance on agendas and  
17 after the fact in BOD minutes and from HOA Board-controlled records), and signatory control  
18 over bank accounts for all assessments or other funds collected for the sole and exclusive use of  
19 the association, to name a few.

20 151. For a declaration and determination that the HOA sale is null and void as the HOA agents  
21 and attorneys advised the SCA Board to act contrary to its fiduciary duty, as defined in NRS  
22 116.3102, owed to the membership, including the property owner, when it failed to comply with  
23 SCA Bylaws provisions 3.20 and 3.18 (a),(b),(e),(g), and (i), adopted pursuant to NRS 116.3106,  
24

1 that prohibited delegation of Board duties and policy-making authority in the collection of  
2 assessments, such that agents were negligently supervised, SCA maintained no independent  
3 accounting records of the amounts collected, allowing agents thereby to charge fees in excess of  
4 the amounts authorized by the SCA delinquent collection Assessment policy and NRS  
5 116.310313, and for agents to retain the proceeds of foreclosure sales without SCA exerting  
6 fiduciary control over funds that legally had to be deposited in SCA-controlled accounts for the  
7 sole and exclusive benefit of the SCA and the membership at large.

8  
9 152. For the cancellation of the instruments that were recorded without authority, and/or for  
10 such improper purposes as clouding the title, evading legal or contractual obligations, or to create  
11 ownership rights that did not exist in law or in fact.

12 153. For a declaration and determination the disputed HOA sale did not extinguish the GBH  
13 Trust's nor its successor trustee's rights to title;

14 154. For a declaration and determination that Plaintiff is entitled to the \$57,282 undistributed  
15 proceeds of the sale plus interest as NSM's claims to own the beneficial interest of the DOT were  
16 proven false;

17  
18 155. For a declaration and determination Plaintiff's 3/28/17 deed as an individual is valid and  
19 superior to the Jimijack's defective, inadmissible 6/9/15 deed and the 5/1/19 deed of unauthorized  
20 successor Joel Stokes;

21 156. For a declaration and determination Plaintiff is entitled to recoup damages, including five  
22 years of rental income from Jimijack;

1 157. For a declaration and determination t Nationstar’s claims to own the beneficial interest of  
2 the disputed Western Thrift Deed of Trust (Herein “DOT”) are false;

3 158. For a declaration and determination all instruments, encumbrances and assignments  
4 improperly and/or unlawfully notarized, executed or recorded to create false claims, or were done  
5 for the improper purpose of abrogating Tobin’s rights during the pendency of case A720032,  
6 and/or prior to the adjudication of Plaintiff’s claims in this instant action, are cancelled and  
7 declared without legal force and effect;

8  
9 159. For attorneys in the A720032 case pay Tobin’s attorney fees and all litigation costs,  
10 including post-judgment costs in both cases. and be ordered to show cause why they should not  
11 be sanctioned pursuant to Rule 11(b)(1)(3).

12 160. For general and special damages in excess of \$10,000 or in the alternative, for restitution  
13 in excess of \$10,000;

14  
15 161. For any and all further relief deemed appropriate by this Court.

16 Dated this 7th day of August, 2019,

17 

18  
19 NONA TOBIN, AN INDIVIDUAL  
20 2664 Olivia Heights Avenue  
21 Henderson NV 89052  
22 (702) 465-2199  
23 nonatobin@gmail.com  
24 *In Proper Person*

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CERTIFICATE OF SERVICE

I, Nona Tobin, hereby certify that the foregoing and pursuant to NRCPC 5(b), I on this the 7th day of August, 2019, I served via the Clark County electronic filing system a true and correct copy of the foregoing (without exhibits attached – only hyperlinks to referenced documents) to all parties listed in the Odyssey eFileNV service contact list in the consolidated cases A-15-720032-C in conjunction with a NOTICE OF LIS PENDENS:



---

Nona Tobin



SUPREME COURT OF NEVADA  
OFFICE OF THE CLERK  
ELIZABETH A. BROWN, CLERK  
201 SOUTH CARSON STREET, SUITE 201  
CARSON CITY, NEVADA 89701-4702

Telephone  
(775) 684-1600

September 10, 2019

Nona Tobin  
2664 Olivia Heights Avenue  
Henderson, NV 89052

Re: Tobin vs. Stokes, Supreme Court Case No. 79295

Dear Ms. Tobin:

We are returning, unfiled, the "Proper Person Appellant Nona Tobin's Docketing Statement Civil Appeals" received in this office on September 9, 2019 in the above-entitled matter.

An Order Dismissing Appeal in Part was filed in this case on September 4, 2019. I am enclosing a copy of the decision and the docket sheet for your information.

Sincerely,

D. Richards  
Deputy Clerk

Enclosures

RETURNED  
UNFILED

SEP 10 2019

IN THE SUPREME COURT OF THE STATE OF NEVADA

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT

BY \_\_\_\_\_  
DEPUTY CLERK

INDICATE FULL CAPTION:

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

No. 79295

DOCKETING STATEMENT  
CIVIL APPEALS

vs.

JOEL A. STOKES; SANDRA STOKES, as  
Trustees of the JULI JACK IRREVOCABLE  
TRUST; YUEN K. LEE, an individual,  
d/b/a F. BONDURANT, LLC; SUN CITY  
ANTHEM COMMUNITY ASSOCIATION, INC.;  
and NATIONSTAR MORTGAGE, LLC

GENERAL INFORMATION

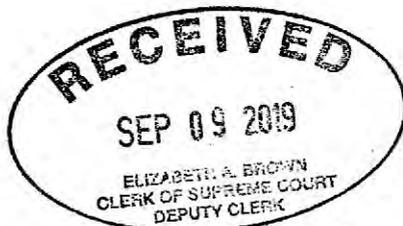
Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for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

WARNING

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

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

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



Revised December 2015

TOBIN 1054

RECEIVED  
CLERK

FILED

1 Judicial District Eighth

Department 31

County Clark

Judge Joanna Kishner

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

**2 Party In Proper Person filing this docketing statement:**

**NONA TOBIN**

Telephone 702-465-2199

Address 2664 OLIVIA HEIGHTS AVE, HENDERSON NV 89052

Client(s) Nona Tobin, An Individual

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

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

Attorney Joseph Y. Hong

Telephone 702-870-1777

Firm Hong & Hong Law Office

Address 1980 Festival Plaza Drive, Suite 650  
Las Vegas, NV 89135

Client(&) Joel & Sandra Stokes Trustees of JimiJack Trust; Yuen Lee dba F. Bondurant, LLC

Attorney David T. Ochoa

Telephone 702-382-1500

Firm Lipson Neilson, PC

Address 9900 Covington Cross Drive, Suite 120  
Las Vegas, NV 89144

Client(s) Sun City Anthem Community Association

(List additional counsel on separate sheet if necessary)

**4 Nature of disposition below (check all that apply):** *continued next page*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Judgment after bench trial         | D Dismissal:                             |
| D Judgment after jury verdict  | <i>xx</i> Lack of jurisdiction           |
| <input checked="" type="checkbox"/> Summary judgment                   | <i>xx</i> Failure to state a claim       |
| D Default judgment   | D Failure to prosecute                   |
| <i>xx</i> Grant/Denial of NRC 60(b) relief                             | D Other (specify): .....                 |
| Grant/Denial of injunction   | <input type="checkbox"/> Divorce Decree: |
| <input checked="" type="checkbox"/> Grant/Denial of declaratory relief | D Original           D Modification      |
| Review of agency determination   | D Other disposition (specify): _____     |

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

- Child Custody
- D Venue
- D Termination of parental rights

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

An appeal has been filed on behalf of Nona Tobin as Trustee of the Gordon B. Hansen Trust dated 8/22/08 in the instant matter Case No 79295.

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

A-19-799890-C - filed 8/13/19 to preserve my rights to file a NRS 40.010 quiet title claim prior to the NRS 11.070 statute of limitations of five years from date of sale.  
NV Attorney General complaint against Nationstar abuse of process and filing false affidavits AG 2-2019

Administrative proceedings in NRED Case 2017-2057 in conjunction with this case makes me ineligible for the Board.

*continued next page*

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

See Attached

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

See Attached

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

None of which I am aware.

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

*N/A*

Yes

No

If not, explain:

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

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

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

A substantial issue of first impression

An issue of public policy

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

A ballot question

If so, explain:

Unknown. I have retained an attorney to take over the appeal. for Nona Tobin, the individual. When he reviews this docketing statement, I imagine he will request an opportunity to amend to improve on what I have been able to do as a Pro Se.

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

I'll defer to the attorneys.

14. Trial. If this action proceeded to trial, how many days did the trial last? 2 days

Was it a bench or jury trial? Bench

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

**TIMELINESS OF NOTICE OF APPEAL**

**16. Date of entry of written judgment or order appealed from** 6/24/19

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

Orders entered on 4/18/19, 5/31/19 and 6/24/19 were directed explicitly and solely against Tobin in her trustee role, but it is Tobin, the individual, that is aggrieved since the GBH Trust has been insolvent since 2012 and without assets entirely since 3/28/17.

There were no orders entered per NRCP 58(b)(e) from the 4/23/19 unnoticed hearing at which many Pro Se pleadings were declared "rogue" and stricken.

**17. Date written notice of entry of judgment or order was served** \_\_\_\_\_

was service by:

Delivery

Mail/electronic/fax

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

*the motion for a new trial was declared rogue on 9/3/19 - not heard*

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing. *The motion to dismiss per NRS 38.310(2) was also deemed rogue on 9/3/19, both were stricken from the record.*

NRCP 50(b) Date of filing 9/3/19 \_\_\_\_\_

NRCP 52(b) Date of filing \_\_\_\_\_

NRCP 59 Date of filing 7/22/19 \_\_\_\_\_

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

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

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

Was service by:

Delivery

Mail

*4/24/19 MVAC Pro Se motion to vacate the 4/17/19 order per NRCP 60(b), was never heard.*

**19. Date notice of appeal filed** 7/24/19 -----

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

7/23/19 Nona Tobin, as Trustee of the Gordon B. Hansen trust, dated, 8/22/08, filed an appeal on 7/23/19,

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

---

**SUBSTANTIVE APPEALABILITY**

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

(a)

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

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

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

**(a) Parties:**

See attached

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

See attached

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

See attached

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

Yes

No

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

**(a) Specify the claims remaining pending below:**

None of Nona Tobin's individual claims were adjudicated at trial. All evidence was excluded from the trial. None of the parties at trial had a current recorded interest so the trial did nothing to reduce the dispute over the title, unjust enrichment, fraudulent conveyance, breach of contract (SCA and Tobin are bound parties under the CC&Rs.

(b) Specify the parties remaining below:

See attached

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

Yes

No No. That was one of the grounds for the stricken motion for a new trial.

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

Yes

No

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

I am aggrieved (NRAP 3(a)) by the orders that were against an insolvent trust but that injure me personally and I was prevented from asserting my legitimate NRS 40.010 claims by misconduct of opposing parties who went to great lengths to make sure the Court's decision was based on zero evidence. If this appeal is not the correct avenue, I will proceed with case A-19-799890-C that was timely filed without the problem of claims preclusion or res judicata.

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

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

(b) Specify the parties remaining below:

See attached

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

Yes

No. No. That was one of the grounds for the stricken motion for a new trial.

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

Yes

No

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

I am aggrieved (NRAP 3(a)) by the orders that were against an insolvent trust but that injure me personally and i was prevented from asserting my legitimate NRS 40.010 claims by misconduct of opposing parties who went to great lengths to make sure the Court's decision was based on zero evidence. If this appeal is not the correct avenue, I will proceed with case A-19-799890-C that was timely filed without the problem of claims preclusion or res judicata.

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

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

**VERIFICATION**

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

Nona Tobin  
Name of appellant

In Proper Person  
Name of counsel of record

9/7/19  
Date

*Nona Tobin*  
Signature of counsel of record

Clark County NV  
State and county where signed

**CERTIFICATE OF SERVICE**

I certify that on the 7th day of Septembr, 2019, I served a copy of this completed docketing statement upon all counsel of record:

- By personally serving it upon him/her; or
- By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Joseph Hong  
1980 Festival Plaza Drive, Suite 650  
Las Vegas, NV 89135

David Ochoa  
Lipson Neilson PC  
900 Covington Cross Drive  
Las Vegas NV 89144

Melanie Morgan  
Akerman LLP  
1635 Village Center Circle, Suite 200  
Las Vegas NV 89134

L. Joe Coppedge  
Mushkin & Coppedge  
4495 S. Pecos Road  
Las Vegas 89121

Dated this 7th day of Sept., 2019

*Nona Tobin*  
Signature

**Question 4 – Nature of the Disposition continued**

- a. 6/24/19 Judgment after bench trial that excluded Nona Tobin, an individual, from being a party
- b. 8/9/17 and 4/17/19 Summary Judgment – both granted when material disputed facts existed
- c. 4/24/19 Motion to Vacate per NRCF 60(b) filed by Tobin as a Pro Se– not declared rogue, but not heard)
- d. 2/20/19 stipulation and order for dismissal (procedural manipulation by Nationstar)
- e. 5/31/19 denying motion to reconsider
- f. 5/31/19 stipulation and order granting NSM and Jimijack a win before the trial by circumventing the judicial system
- g. 9/20/17 Dismissal of Tobin’s individual and as trustee, claims, except quiet title, pending completion of NRS 38.310(1) mediation, misrepresented in 6/24/19 order to obfuscate that only Tobin was compliant
- h. 6/16/15, 1/11/16, 6/2/16 , 3/13/17 Lee, 3/13/17 JJ, 3/25/17 JJ, - failure to state a claim (neither Jimijack/Lee nor Nationstar ever filed a claim against the HOA or against Nona Tobin and yet the Court deemed the sale was valid to extinguish Tobin’s title interests, but did not extinguish the deed of trust that NSM cannot prove it owns)
- i. 7/22/19 MNTR per rule 54(b) and 59a1A,B,C,F – Tobin Pro Se motion declared rogue on 9/3/19 as it was filed by Tobin as a Pro Se after her counsel of record was not permitted to withdraw

**Lack of jurisdiction per NRS 38.310(2)**

- j. 7/29/19 MDSM per 38.310(2) - Tobin Pro Se motion declared rogue on 9/3/19 (transcript)
- k. 8/26/19 proposed FFCO per 38.310(2) could have been signed per EDCR 2.23(b) as no opposition filed but was declared rogue on 9/3/19 (transcript)

**Question 6 – Other Proceedings Continued**

1. A-19-799890-C – filed 8/7/19 to preserve my rights to timely assert a NRS 40.010 claim prior to the NRS 11.070 deadline if this appeal is not the correct avenue of redress.
2. AG 2-2019 – filed 3/14/19 against Nationstar for recording false claims against title, abuse of this HOA foreclosure dispute as a means to evade meeting the standards of NRS 107, as amended by AB284(2011)
3. NRED 2017-2057 against SCA for 9/7/17 three notarized Intervention Affidavits 1) unlawfully removing me from my elected Board seat for being a party to this civil action, 2) interference with the 2017 recall election process by removing me from the Board and as Board liaison to the Election Committee, 3) harassment and retaliation. A Form 514a against the GM/CAM, submitted on 9/2/17 to NRED for working without management agreements, concealing and falsifying records is allegedly still pending.
4. SCA attorney/debt collector Clarkson has issued orders on 8/24/17, 2/9/18 and 2/12/19 that abridge my rights as an owner in good standing for 15 years to participate in the democratic processes of the HOA as long as I am a party to this civil action and until all appeals have been exhausted.
5. NRED's 8/8/18 response closed the matter administratively.

Question 8 – Nature of the Action

Nona Tobin, an individual, concurs with co-appellant, Nona Tobin, as trustee of the Gordon B. Hansen Trust, dated 8/22/08, that the HOA sale was void as it was statutorily non-compliant and the HOA failed to provide the notice and due process that is mandated by the governing documents.

See table of statutory violations below.

Where the individual's claims differ from those of the trustee is to the extent that the individual was excluded as a party in the final judgment (6/24/19 NEFF) and many Pro Se pleadings that would have changed the outcome of the case were excluded by bench orders on 4/23/19 (transcript), 6/3/19 (transcript), and 9/3/19 (transcript).

Additionally, the individual is aggrieved by Sun City Anthem's refusal to allow her claims to be heard on their merits, refusing to provide her with ADR mandated by SCA CC&Rs XVI, refusing Tobin's offer (3/22/17) that would have avoided litigation entirely, forcing her to litigate at great expense, and then retaliating against her for being a party to this civil action by demands for attorney fees, moving (3/22/17) to strike her Pro Se pleadings *ad initio*, moving (8/8/19) to expunge her Lis Pendens when SCA has no interest in the title, and for a vexatious litigant order when Tobin has never filed a claim that would injure SCA in any way.

2013 NRS	Provision	Undisputed facts
31116	Super-priority	5/9/13 Miles Bauer tendered \$825 that SCA agents rejected
116A.640 (8)	Can't apply assessment payment to other fees or charges	10/3/12 "check for HOA dues" was applied on 10/18/12 by RRFS as partial payment; 11/9/12 applied as "RRFS collection payment" in Resident Transaction Report
116A.640(9)	Can't refuse an owner's payment	5/9/13 rejection of BANA tender was when only nine months were delinquent as of 4/30/13

		5/28/14 NS \$1100 offer rejected as if it was an owner request for waiver
116A.640(10)	Can't pay CAM what's not in contract	Charged \$150 "Management Collection fee", albeit reversed it was there while they were beginning to compound 'collection costs'; Managing agent FSR (fka RMI) held the NRS 649 debt collection license dba Red Rock Financial Services (RRFS)
31162 (4)	Can't file a notice of intent to lien "or take any other action to collect prior to "60 days after the obligation becomes due". Must provide schedule of fees, proposed repayment plan, right to hearing by BOD + procedures	7/30/12 was date "obligation was past due" for quarter ending 9/30/12 10/3/12 check 143 for \$300 submitted & ID'd as "check for HOA dues" to pay \$275 assessments and \$25 late fee  12/14/12 lien recorded with no prior notice for \$925.76  No schedule of fees, repay plan, or hearing provided ever. No exception in the law as claimed by SCA
311365	NOS - publish 3 times. Date & time & place of sale, mail certified to owner,	2/12/14 sale complied with 311635, but was cancelled by notice to Ombudsman on 5/15/14. No new compliant NOS was published prior to the 8/15/14 sale. All parties with a known interest (the owner, the listing agent, the servicing bank, all SCA members and BFPVs whose FMV offers had been rejected by the lender) were explicitly excluded from notice of the sale and were given no notice after it was sold
311365(2b3)	Give NOS to OMB	No 2 <sup>nd</sup> NOS
31164(3)(b)	Deliver copy of foreclosure deed within 30 days after sale	8/15/14 sale was held without having a 2 <sup>nd</sup> NOS and without giving the OMB the foreclosure deed EVER  All parties with a known interest (the owner, the listing agent, the servicing bank, all SCA members and BFPVs whose FMV offers had been rejected by the lender) were not given any notice after the property was sold
31164(3)(c)	Manner in which proceeds of sale are to be distributed	Steve Scow said on 11/30/18 that the funds were in Scow & Koch's RRFS trust fund for RRFS.  SCA000224 disclosed a \$57,282 check, dated 8/27/14, to Clark County District Court.  In 2014, RRFS misled Tobin so she could not submit a claim for the proceeds through interpleader.  Tobin has been prevented from making the claim that she is entitled to the proceeds because NSM is not entitled to them as NSM's claims to be the beneficial owner of the Western Thrift deed of trust are provably false.
1113	Obligation of good faith	SCA did not act in good faith by not providing the owner protections that are in the law and in the deed restrictions, by not complying with the requirements for taking valid corporate actions, and making all the decisions leading up to the sale of the property in unnotified, closed meetings and without giving the owner an opportunity to prevent the sale.

3102 (3)(4)	Enforcement must be prudent, not arbitrary and capricious	BOD abdicated to financially conflicted agents, allowing non-uniform enforcement and unjust enrichment of the agents
3103	BOD and agents are fiduciaries, business judgment rule, duty bound to act solely and exclusive in the best interest of the HOA	<p>Not good business judgment to let agents be enriched by usurping the policy authority and duties the Board is prohibited from delegating.</p> <p>It is not in the best interests of the HOA for the Board to allow agents to give higher priority to their own business interests than to the interests of the SCA membership given that the HOA a mutual-benefit association that exists solely to protect the common good (common areas and general property values) of the homeowners.</p> <p>SCA agents have no statutory or contractual authority independent of the association.</p> <p>The Association owes no duty to its agents.</p> <p>interests of owners must be higher priority than those of agents or others</p>
31031 CC&Rs 7.4 Bylaws 3.26	Limits on BOD power to impose sanctions – must provide Notice of violation Notice of hearing and procedures Notice of sanction & chance to appeal Notice of appeal hearing procedures Appeal	<p>SCA alleged it sent a 9/20/12 notice of hearing for proposed sanction of suspension of membership privileges, but there was no hearing and no notice of sanctions alleged.</p> <p>None of these notice requirements were met No Notice of violation (also no quarterly delinquency report as required by SCA bylaws 3.21(f)(v)) No Notice of hearing and procedures No Notice of sanction &amp; chance to appeal No Notice of appeal hearing procedures No Appeal hearing held</p> <p>Check 143 for \$300 was submitted on 10/3/12 to pay \$275 assessments through 9/30/12 plus \$25 late fee authorized (SCA170).</p> <p>RRFS credited \$300 on 10/18/12 to unauthorized fees instead of to cure the delinquency as the owner stated was her intention.</p>
310313	An HOA can charge reasonable fees to collect; this provision applies equally to an HOA agent	<p>RRFS claims to have independent authority to charge fees unlimited by this provision.</p> <p>SCA BOD has abdicated to that view and memorialized it in SCA Delinquent Assessment Policy (SCA000168-175).</p>
116.3106(d)	HOA must define in its bylaw which of BODs duties SHALL not be delegated	5/14/08 restrictions on Board delegation of policy-making authorities and certain duties were adopted as specified in SCA bylaws 3.20/3.18abefgi but SCA Board has abdicated to agents anyway. To management and attorneys that have dual roles and other financial conflicts
Bylaws 3.18a, b, e, f, g, i	Can't delegate(a) budget (b) levying or collecting assessments, (e) deposit in approved institutions for HOA's behalf, (f)	Board hasn't delegated levying assessments, but totally abdicated the collection and foreclosure process, allowing total proprietary control to financially-conflicted agents, including no financial control, audit or signatory access to accounts and no independent records that the sale even occurred or that the alleged buyer was ever an owner or that any amount of money was collected or what

	making/amending use rules, (g) opening bank accounts and controlling signatories, (i) enforcing governing documents	happened to the money, let alone accepting any responsibility for whether the proceeds from the sale were distributed according to statute or stolen
31083	Defines requirements for meetings of the BOD -with four defined exceptions are open to owners ((9) minutes must list all items to be discussed/acted on	No notice to the membership when any decision to foreclose a particular property was made.  The Board meets in closed session to discuss and act on topics outside the four permissible ones.
	6) agenda must clearly describe topics	This property was never on any Board agenda for any reason.
	(9) minutes must include date, time and place of meeting; directors present, substance of matters discussed, record of vote, owners' comment	Nothing in any minutes indicate the SCA Board authorized this property to be sold.  No Board vote on record related to this property at all.
31065	Rules must be uniformly enforced or not at all	SCA asserts that foreclosure is a statutory right that is exempt from the notice and due process requirements of NRS 116.31031 and CC&Rs 7.4.  Tobin asserts that there is no exception in the law that exempts an HOA from providing all of the notice and due process delineated in NRS 116.31031 and CC&Rs 7.4 when the proposed sanction for an alleged violation of the governing documents of delinquent assessments is the permanent revocation of membership privileges and loss of 100% of the owner's title rights
31175	Owners have access to all BOD agendas, minutes, all HOA records (with statutorily-defined exceptions), contracts, court filings if HOA is a party, bylaws expand this to require a member-available violation log for sanctions without owner names except for delinquent assessments which must be reported quarterly by name	SCA did not put provide any agenda that specified any proposed action to sanction the owner of 2763 white Sage for delinquent assessments. SCA did not provide any minutes of meetings where those actions are taken and does not allow access to court records or contracts so they allow people to basically steal. There is no record of which houses are taken and sold or where the money went  SCA withheld compliance records requested in 2016 unless they received a request from the court.  SCA withheld all minutes of Board meetings at which the owner or the property or Nona Tobin were discussed or actions taken to impose sanctions  SCA withheld all the documents requested in discovery.  SCA withheld reports given to the Ombudsman and told Tobin she had to obtain them from the Ombudsman. Then, SCA told the court that the red Rock foreclosure file was SCA's official record, and the Ombudsman's compliance records were inadmissible.

<p><u>NRS</u> <u>116.31085(4)</u></p>	<p>BOD SHALL meet in exec session to hold a hearing on an alleged violation of the governing documents unless the person who is about to be sanctioned requests an open hearing by the BOD. If the person requests in writing that an open hearing be conducted</p>	<p>No hearing was ever provided because no notice was ever given to the owner that the Board intended to impose a sanction of permanent revocation of membership privileges by selling the house.</p> <p>SCA alleges that it offered on 9/20/12 a hearing scheduled for 10/8/12 prior to the imposition of a sanction of the temporary loss of membership privileges because, as of 9/20/12, the \$275 assessment payment for the quarter ending 9/30/12 had not yet been received.</p>
<p><u>NRS</u> <u>116.31085(4a)</u></p>	<p>Owner who is being sanctioned for an alleged violation is entitled to attend all portions of the Board hearing, including the presentation of evidence and the testimony of witnesses</p>	<p>No notice to attend</p>
<p><u>NRS</u> <u>116.31085(4b)</u></p>	<p>Owner is entitled to due process which must include without limitation the right to counsel, right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel (BOD)</p>	<p>No due process provided</p>
<p><u>NRS</u> <u>116.31085(5)</u></p>	<p>subsection 4 establishes the MINIMUM protections the BOD must provide before it makes a decision</p>	<p>SCA didn't provide the minimum protections</p>
<p><u>NRS</u> <u>116.31085(6f)</u></p>	<p>any matter discussed in exec session must be noted briefly in the minutes of the Executive Board. The Board shall maintain minutes of any decision related to subsection concerning the alleged violation and upon request shall provide a copy of the decision to the owner subject to being sanctioned or rep</p>	<p>Never gave info that could be considered actual or constructive notice</p>
<p><u>NRS</u> <u>116.31087(1)</u></p>	<p>right of owners to place allegation of violations of NRS 116 or the governing documents if</p>	<p>Blocked me multiple times from telling the BOD that their agents were stealing. Told me I have to get a court order to even see the records about the sanctions they took sanctioning for dead trees at the property</p>

	they give a written request to the BOD	
<u>NRS 116.31087(2)</u>	Board has 10 business days to place on next regular BOD meeting	Didn't do it
<u>NRS 116A.640(8)</u>	Intentionally apply a payment of an assessment from a unit's owner towards any fine, fee or other charge that is due.	Did this to start and by compounding unauthorized fees continued collections up to foreclosure
NRS 116A.640(9)	Refuse to accept from a unit's owner payment of any assessment, fine, fee or other charge that is due because there is an outstanding payment due.	RRFS refused BANA's 5/9/13 tender of \$825. RRFS did not present Nationstar's \$1100 offer to close the escrow opened on 5/8/14 on the \$350,000 <a href="http://www.auction.com">www.auction.com</a> sale (SCA000302)
NRS 116A.640(10)	Collect any fees or other charges from a client not specified in the management agreement.	9/13/12 \$150 mgt collection costs and 12/14/12 lien included \$617.76 unnecessary, unauthorized and unearned fees 8/21/14 (SCA000224) \$57,282.32 excess proceeds not distributed per NRS 116.31164 and retained in proprietary accounts instead of under the signatory control of the SCA Board (SCA bylaws 3.18;

### **Issues of law**

- a. Requirements for a valid Board action See analysis of meeting laws.
- b. Whether foreclosure is a statutory right or is it the ultimate sanction for an alleged violation of the governing documents.
- c. Whether there is a carve out of NRS 116.31031 and SCA CC&Rs 7.4 that exempts the Board from compliance once an account has been sent to collections and foreclosures from
- d. Whether strict or general compliance is the standard for compliance with the bylaws prohibitions against the Board taking delegating certain policy making authority or certain duties to a manager or other agent.
- e. Does the HOA owe a greater duty to an owner, as a Bound party, than to third parties, like banks or speculators?
- f. Prevention of retaliation by HOA when an owner makes a claim

**Question 9: Issues on Appeal**

1. Did the Court err in failing to conduct an evidentiary hearing as required by NRS 40.110 prior to the issuance (but no entry of order per NRCPC 58(b)(e)) of the 10/16/15 JDDF judgment of default against BANA “and its assignees”?
2. Did this 2015 failure precipitate a chain of errors that resulted in title being quieted to undeserving parties?
3. Did the Court err in not requiring evidence to support Plaintiff Jimijack’s title claim? (Jimijack’s only recorded claim, a 6/9/15 recorded deed is legally insufficient and fraught with notarial errors; it does not have an admissible deed per NRS 111.345. See Tobin 1/11/17 DECL re notary issues)
4. Did the Court err by giving Nationstar standing to be a party in this case when Nationstar has not introduced any evidence that supports its claims and much that doesn’t support them at all. For example:
  - a. See BATES list of disclosures 3/12/19 NSM SDIS that show nothing in Nationstar’s disclosures support its claims of ownership or its standing to be a party in this case.
  - b. NSM0145-NSM0161 7/22/04 Western Thrift Deed of Trust, executed 7/15/04
  - c. NSM0167-NSM0168 BANA assignment of DOT to BANA
  - d. NSM0178-NSM0179 9/9/14 BANA assigned its interest to Wells Fargo, effective 8/21/14
  - e. NSM0180-NSM0181 12/1/14 NSM, as if BANA, re-assigned BANA’s interest to NSM
  - f. NSM0258-NSM 0260 Copy of 7/15/04 Gordon B. Hansen Promissory Note<sup>1</sup>
  - g. NSM0404- NSM0406 2/25/19 Rescission of 12/1/14 recorded assignment
  - h. NSM0407- NSM0408 2/25/19 NSM, as if Wells Fargo, assignment to NSM
  - i. NSM0409- NSM0411 3/8/19 recorded 2/25/19 Rescission of 12/1/14 assignment
  - j. NSM0411- NSM0413 2/25/19 NSM, as if Wells Fargo, assignment to NSM
5. Did the Court err by allowing Jimijack and Nationstar to make changes to title material to the dispute without fully adjudicating all the asserted claims per NRS 30.060, to wit:
  - a. February 25, 2019 Nationstar Corporate Assignment of the Deed of Trust, recorded on March 8, 2019
  - b. May 1, 2019 Quit claim deed removing the property from the Jimijack Irrevocable Trust

<sup>1</sup> Original promissory note is required per NRS 52.235.

- c. May 21, 2019 Joel Stokes Civic Financial Services LLC Deed of Trust, recorded May 23, 2019
  - d. June 3, 2019 Nationstar substitution of trustee/reconveyance of the Western Thrift Deed of Trust.
  - e. June 4, 2019 Deed of Trust/Agreement assignment to HMC Assets LLC
  - f. July 17, 2019 Assignment of deed of trust to Morgan Stanley Mortgage Capital Holdings
  - g. July 24, 2019 entry of the 6/24/19 order
6. Did the Court err by retaining jurisdiction, despite the mandate of NRS 38.310(2) and providing relief to parties who were non-compliant with NRS 38.310?
7. Did the court err by striking from the record the following Tobin's Pro Se filings because her attorney of record had not withdrawn or because she was misled by opposing counsels at the 4/23/19 hearing held ex-parte because two notices (4/15/19 and 4/22/19) were served that the hearing was continued to 5/7/19?
- a. 8/27/19 OPPC Opposition to Counterdefendants "Response" and countermotions to strike Tobin's motions and for attorneys' fees and to SCA joinder to Jimijack's response and additional countermotions for vexatious litigant order and to expunge Tobin Lis Pendens and Tobin counter-motion for an order to show cause why sanctions should not be imposed
  - b. 8/26/19 FFCO Proposed Findings of Fact Conclusions of Law and Order to grant unopposed motion to dismiss per NRS 38.310(2)
  - c. 8/20/19 DECL Tobin declaration in opposition to Sun City Anthem's motion for \$34,000+ attorneys' fees against the insolvent GBH Trust
  - d. 8/7/19 NOLP Notice of Lis Pendens
  - e. 7/29/19 MDSM motion to dismiss per NRS 38.310(2)
  - f. 7/26/19 NOTC Tobin/GBH Trust notice of completion of mediation
  - g. 7/22/19 MNTR per 54(b) and 59(a)(1)(A)(B)(C)(F) motion for a new trial
  - h. 7/2/19 RPLY to Jimijack/Lee's opposition to my motion to intervene
  - i. 7/1/19 RIS reply in support of the Coppedge motion to withdraw as counsel for Tobin the individual
  - j. 6/21/19 DECL Tobin 6/20/19 and 6/21/19 declarations in support of 6/17/19 motion to intervene as an individual
  - k. 6/17/19 MINV Tobin motion to intervene as an individual after being excluded from the 6/5/19-6/6/19 trial

- l. 4/24/19 MVAC motion to vacate the 4/17/19 order, entered 4/18/19, per NRC 60 (b) as neither Sun City Anthem's motion for summary judgment nor Nationstar's joinder thereto were supported by EDCR 2.21-compliant affidavits and both were unwarranted and filed for improper purposes
- m. 4/17/19 RPLY reply to support Tobin motion for summary judgment against Jimijack and to oppose Nationstar's MSJ against Jimijack
- n. 4/12/19 OPPC opposition to NSM's MSJ vs. Jimijack and Tobin counter-MSJ
- o. 4/12/19 NOTC notice of completion of mediation
- p. 4/12/19 NOTA notice of (re) appearance in proper person
- q. 4/10/19 OPPC NSM MSJ vs Jimijack
- r. 4/9/19 NOTC
- s. 4/9/19 NOTA

8.

21(b). Authority for Appeal.

The order granting Sun City Anthem Community Association's motion for summary judgment was entered on April 18, 2019. It became a final judgment under NRAP 3A(b)(1) upon the entry of Order on Findings of Fact, Conclusions of Law filed on June 24, 2019. Tobin, as an individual, appeals from the district court's order granting Sun City Anthem Community Association's motion for summary judgment entered on April 18, 2019; the Order Denying Motion for Reconsideration filed on May 31, 2019 and the district court's Order on Findings of Fact, Conclusions of Law filed on June 24, 2019, Notice of Entry of which was also filed on June 24, 2019.

(b)2 The denial of Tobin's 7/22/19 Pro Se motion for a new trial

22. Parties were changed by 3/7/19 stipulation and order to reform the caption.

1. Jimijack was removed from its Plaintiff role by stipulation as it had never served Sun city Anthem, but Jimijack's 6/16/15 claims for failure to serve SCA within 120 days in 2015 should have been dismissed per NRCP 4(e)(2).
2. An amended order to reform the caption entered on 3/12/19.
3. Nona Tobin was still identified as a party until 5/29/19 (minutes).
4. 6/3/19 calendar call (minutes) was the oral pronouncement of which parties would be at trial.
5. 6/5/19 and 6/6/19 trial minutes show the Court again emphasizing Tobin as an individual was not a party.
6. 6/24/19 ordered the removal of Tobin as an individual.

Question 23 – What are the parties' claims?

Nona Tobin's individual claims include:

2/1/17 AACC vs. Jimijack – quiet title and equitable relief, unjust enrichment, fraudulent conveyance, civil conspiracy, and preliminary and permanent injunctions. Jimijack did not have any counterclaims against Tobin.

1/31/17 CRCM vs. Sun City Anthem – quiet title and equitable relief, due process and failure to comply with governing documents, fraudulent concealment, civil conspiracy, unjust enrichment, breach of contract. SCA had no counter-claims against Tobin

3/3/17 motion to void the sale for statutory non-compliance that was withdrawn pending completion of mediation

2/1/17 CRCM vs Yuen k. Lee dba manager F. Bondurant LLC - quiet title and equitable relief, unjust enrichment, fraudulent conveyance, civil conspiracy. Lee did not have any counterclaims against Tobin.

Nationstar

Nationstar's only filed claims were against Opportunity Homes on 1/11/16 for quiet title per NRS 40.010 and NRS 30.010 et seq, unjust enrichment and preliminary and permanent injunctions.

In 6/2/16 AACC vs. JJ NSM added OpHomes and Lee as co-defendants with Jimijack, but did not serve them. None of them ever answered. Nationstar explicitly did not name the HOA that was the proper party to provide the relief of invalidating the HOA sale.

Nationstar did not ever name Tobin or file any claims against Tobin except the 2/12/19 Joinder that was designed to manipulate the process to extinguish Tobin's interest and creating it for Nationstar out of thin air.

Inst #: 20191203-0003152

Fees: \$40.00

12/03/2019 03:57:40 PM

Receipt #: 3918585

Requestor:

NATIONWIDE LEGAL LLC

Recorded By: KVHO Pgs: 12

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

**RECORDING COVER PAGE**

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

APN# 191-13-811-052

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

**TITLE OF DOCUMENT**

(DO NOT Abbreviate)

Notice of Entry of Findings of Fact,  
Conclusions of Law and Order

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

**RECORDING REQUESTED BY:**

Joseph Y. Hong, Esq.

RETURN TO: Name Joseph Y. Hong, Esq.

Address 1980 Festival Plaza Dr., Suite 650

City/State/Zip Las Vegas, Nevada 89135

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

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Address \_\_\_\_\_

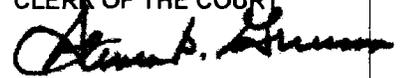
City/State/Zip \_\_\_\_\_

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

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

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11 dochoa@lipsonneilson.com  
12 *Attorneys for Cross-Defendant*  
13 *Sun City Anthem Community Association*

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

CASE NO.: A-15-720032-C

Dept. XXXI

Plaintiff,

vs.

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

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

Defendants.

18 NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

vs.

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

Counter-Defendants.

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

Lipson Neilson P.C.

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Las Vegas, Nevada 89144  
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1 Dated 8/22/08  
 2 Counter-Claimant,  
 3 vs.  
 4 JOEL A. STOKES and SANDRA F.  
 5 STOKES, as trustees of the JIMI JACK  
 IRREVOCABLE TRUST,  
 6 Counter-Defendants.

---

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

---

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

---

21 NONA TOBIN, an individual, and Trustee  
 22 of the GORDON B. HANSEN TRUST.  
 Dated 8/22/08  
 23 Cross-Claimant,  
 24 vs.  
 25 YUEN K. LEE, an Individual, d/b/a  
 Manager, F. BONDURANT, LLC,  
 26 Counter-Defendant.  
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**NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

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

Dated this 22<sup>nd</sup> day of November, 2019.

LIPSON NEILSON P.C.

*/s/ DAVID OCHOA*

BY: \_\_\_\_\_  
KALEB ANDERSON, ESQ. (NV Bar No. 7582)  
DAVID T. OCHOA, ESQ. (NV Bar No. 10414)  
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**CERTIFICATE OF SERVICE**

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I hereby certify that on the 22<sup>nd</sup> day of November, 2019, service of the foregoing  
**NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**  
to the Clerk's Office using the Odyssey E-File & Serve System for filing and transmittal  
to the following Odyssey E-File & Serve registrants:

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

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

*Attorneys for Defendants*

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

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

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

*Attorneys for Plaintiff*

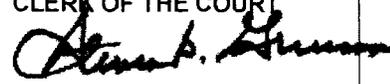
*Attorney for Nona Tobin an individual and  
Trustee of the Gordon B. Hansen Trust,  
dated 8/22/25*

*/s/ Juan Cerezo*

\_\_\_\_\_  
An Employee of LIPSON NEILSON P.C.

# EXHIBIT “A”





1 LIPSON NEILSON, P.C.  
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2 Nevada Bar No. 7582  
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6 dochoa@lipsonneilson.com  
*Attorneys for Cross-Defendant*  
7 *Sun City Anthem Community Association*

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

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

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

13 Plaintiffs,

14 vs.

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

15 BANK OF AMERICA, N.A.,

16 Defendant.

17 NATIONSTAR MORTGAGE, LLC

18 Counter-Claimant,

19 vs.

20 JIMI JACK IRREVOCABLE TRUST,

21 Counter-Defendant.

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

24 Counter-Claimant,

25 vs.

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

**Lipson, Neilson P.C.**  
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INC., YUEN K. LEE, an Individual, d/b/a/  
Manager, F. BONDURANT, LLC, and  
DOES 1-10, and ROE CORPORATIONS  
1-10, inclusive,  
  
Counter-Defendants,

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

- (1) Nona Tobin's Motion for a New Trial Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F) ("Motion for New Trial");
- (2) Nona Tobin's Motion to Dismiss Pursuant to NRS 38.310(2) ("Motion to Dismiss");
- (3) Counterdefendants' Response to Nona Tobin's Motion for New Trial and Motion to Dismiss and Countermotion to Strike from the Record the Rogue Motions and for Attorney's Fees and Costs Pursuant to EDCR Rule 7.6(b)(1) and/or (3);
- (4) Sun City Anthem Community Association's Joinder to Counterdefendants' Response and Sun City Anthem Community Association's Countermotion to Strike Notice of Lis Pendens, for a Vexatious Litigant Order, and for Attorney's Fees Pursuant to NRS 18.010 and EDCR 7.6.

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

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

///

///

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**FINDINGS OF FACT**

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

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CONCLUSIONS OF LAW

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

ORDER

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

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

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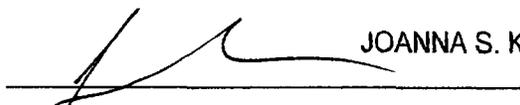
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion to expunge the lis pendens is GRANTED.

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

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

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

*November*

  
JOANNA S. KISHNER  
HONORABLE JOANNA KISHNER

Submitted by:

LIPSON NEILSON, P.C.

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

Attorneys for Cross-Defendant  
Sun City Anthem Community Association

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



1 Approved as to form and content

2 Dated this \_\_\_\_ day of October, 2019

3 **AKERMAN, LLP**

4

5 By: Signature waived  
6 Melanie D. Morgan, Esq. (Bar No. 8215)  
7 1635 Village Center Circle Ste. 200  
Las Vegas, NV 89134

8 *Attorneys for Defendants*

9

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

**HONG & HONG**

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

*Attorney for Plaintiff/Counterdefendant  
Jimijack Irrevocable Trust*

10 Dated this \_\_\_\_ day of October, 2019

11 **MUSHKIN CICA COPPEDGE**

12

13 By: Declined to sign  
14 Joe Coppedge, Esq. (Bar No. 4954)  
15 4495 S. Pecos Rd.  
Las Vegas, NV 89121

16 *Attorney for Nona Tobin*

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(702) 382-1500 FAX: (702) 382-1512



IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellants,

vs.

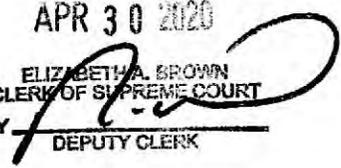
JOEL A. STOKES; SANDRA F.  
STOKES, AS TRUSTEE OF THE  
JIMI JACK IRREVOCABLE TRUST;  
YUEN K. LEE, AN INDIVIDUAL, D/B/A  
MANAGER; F. BONDURANT, LLC;  
SUN CITY ANTHEM COMMUNITY  
ASSOCIATION, INC.; AND  
NATIONSTAR MORTGAGE, LLC,

Respondents.

No. 79295

**FILED**

APR 30 2020

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY  DEPUTY CLERK

*ORDER*

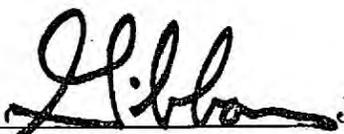
On September 4, 2019, this court entered an order dismissing this appeal as to appellant Nona Tobin in her individual capacity. On October 11, 2019, attorney John W. Thomson made an appearance as counsel for Ms. Tobin, and subsequently filed an amended notice of appeal on Ms. Tobin's behalf. This court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

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

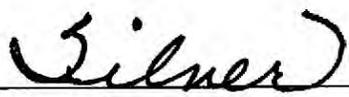
P.2d 729, 734 (1994). Accordingly, this appeal remains dismissed as to Nona Tobin in her individual capacity.

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

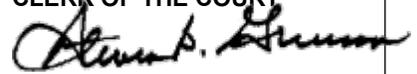
It is so ORDERED.

  
\_\_\_\_\_  
Gibbons

  
\_\_\_\_\_, J.  
Stiglich

  
\_\_\_\_\_, J.  
Silver

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



1 **NEOJ**  
AARON R. MAURICE, ESQ.  
2 Nevada Bar No. 6412  
BRITTANY WOOD, ESQ.  
3 Nevada Bar No. 7562  
ELIZABETH E. ARONSON, ESQ.  
4 Nevada Bar No. 14472

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9 Attorneys for Defendants,  
BRIAN CHIESI AND DEBORA CHIESI,  
10 erroneously sued as Brian Chiesti and Debora  
Chiesti, and QUICKEN LOANS INC. n/k/a  
11 QUICKEN LOANS, LLC

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

14 \* \* \*

15 NONA TOBIN, an individual,  
Plaintiff,

CASE NO. A-19-799890-C

DEPT NO. 22

16 vs.

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

**NOTICE OF ENTRY OF ORDER**

22 Defendants.

23  
24 ///

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**NOTICE OF ENTRY OF ORDER**

Please take notice that an Order was entered with the above Court on the 17<sup>th</sup> day of November, 2020, a copy of which is attached hereto.

DATED this 17<sup>th</sup> day of November, 2020.

**MAURICE WOOD**

By /s/Brittany Wood

AARON R. MAURICE, ESQ.  
Nevada Bar No. 006412  
BRITTANY WOOD, ESQ.  
Nevada Bar No. 007562  
ELIZABETH E. ARONSON, ESQ.  
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Las Vegas, Nevada 89134

Attorneys for Defendants,  
BRIAN CHIESI AND DEBORA CHIESI,  
erroneously sued as Brian Chiesti and Debora  
Chiesti, and QUICKEN LOANS INC., n/k/a  
QUICKEN LOANS LLC

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**CERTIFICATE OF SERVICE**

1  
2 I hereby certify that I am an employee of Maurice Wood, and that on the 17<sup>th</sup> day of  
3 November, 2020, I caused to be served a true and correct copy of the foregoing **NOTICE OF**  
4 **ENTRY OF ORDER** in the following manner:

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

9  
10 /s/ Brittany Wood  
An Employee of MAURICE WOOD

1 **OGM**

2  
3 **DISTRICT COURT**

4 **CLARK COUNTY, NEVADA**

5 **NONA TOBIN, an individual,**

**Case No. A-19-799890-C**

6 **Plaintiff,**

**Dept. No. XXII**

7  
8 **Vs.**

9 **BRIAN CHIESTI, an individual;**  
10 **DEBORA CHIESTI, an individual;**  
11 **QUICKEN LOANS INC.; JOEL A.**  
12 **STOKES, an individual; JOEL A.**  
13 **STOKES and SANDRA STOKES, as**  
14 **Trustees of JIMI JACK IRREVOCABLE**  
15 **TRUST; JIMI JACK IRREVOCABLE**  
16 **TRUST; NATIONSTAIR MORTGAGE**  
17 **LLC; RED ROCK FINANCIAL**  
18 **SERVICES; DOES I through X, inclusive;**  
19 **and ROE CORPORATIONS I through V,**  
20 **inclusive,**

21 **Defendants.**

22 **ORDER GRANTING MOTION FOR ATTORNEY'S FEES AND COSTS**

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

SUSAN H. JOHNSON  
DISTRICT JUDGE  
DEPARTMENT XXII

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

6 **FINDINGS OF FACT AND PROCEDURAL HISTORY**

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

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

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

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

...

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

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

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

21 **CONCLUSIONS OF LAW**

22 1. NRS 18.010(2) specifically provides:

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

25 . . .

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

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

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

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

24 **4.** The movants provided this Court their analyses concerning the reasonableness of  
25 their attorneys' fees under Brunzell v. Golden Gate National Bank, 84 Nev. 345, 349-350, 455 P.2d  
26 31, 33 (1969). This Court has considered all the Brunzell factors, noting the qualities of BRITTANY  
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28

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

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

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

12 Dated this 17th day of November, 2020

13 

14 \_\_\_\_\_  
SUSAN JOHNSON, DISTRICT COURT JUDGE

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

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA

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5  
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 11/17/2020

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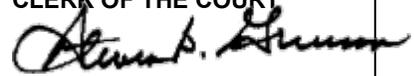
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Brittany Wood	bwood@mauricewood.com

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

Aaron Maurice	Maurice Wood Attn: Aaron Maurice, Esq 9525 Hillwood Drive, Suite 140 Las Vegas, NV, 89134
Joseph Hong	Hong & Hong Attn: Joseph Y. Hong 1980 Festival Plaza Drive, Suite 650 Las Vegas, NV, 89133



1 David R. Koch, Esq. (NV Bar No. 8830)  
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12 *Attorneys for Defendant*  
13 *Red Rock Financial Services*

14 DISTRICT COURT  
15 CLARK COUNTY, NEVADA

16 NONA TOBIN, an individual,

17 Plaintiff,

18 vs.

19 BRIAN CHIESTI, an individual; DEBORA  
20 CHIESTI, an individual; QUICKEN  
21 LOANS IN.; JOEL A. STOKES, an  
22 individual; JOEL A . STOKES AND  
23 SANDRA STOKES as Trustees of  
24 JIMI JACK IRREVOCABLE TRUST;  
25 JIMI JACK IRREVOCABLE TRUST;  
26 NATIONAL MORTGAGE LLC; RED  
27 ROCK FINANCIAL SERVICES; DOES I  
28 through X inclusive; and ROE  
CORPORATIONS I through V, inclusive

Defendants.

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

**NOTICE OF ENTRY OF ORDER**

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

DATED: December 3, 2020.

**KOCH & SCOW, LLC**

/s/ Steven B. Scow  
Steven B. Scow, Esq.  
Attorney for Red Rock Financial Services, LLC  
TOBIN 1105

**CERTIFICATE OF SERVICE**

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

Executed on December 3, 2020 at Henderson, Nevada.

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

OGM  
~~EDWO~~

1 David R. Koch, Esq. (NV Bar No. 8830)  
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12 *Attorneys for Defendant*  
13 *Red Rock Financial Services*

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 NONA TOBIN, an individual,

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

18 Plaintiff,

19 vs.

20 **ORDER GRANTING DEFENDANT  
21 RED ROCK FINANCIAL SERVICES'  
22 MOTION TO DISMISS COMPLAINT  
23 AND ALL JOINDERS TO THE  
24 MOTION**

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

Defendants.

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

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

11 **FACTS**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

17 **LEGAL FINDINGS**

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

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



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

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

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# EXHIBIT 1

# EXHIBIT 1

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



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

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

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

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

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

--

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

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

BW

You have my authority to attach my electronic signature.

**Brittany Wood**

Partner



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

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---

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

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

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

TOBIN 1117

**From:** Scott.lachman@akerman.com   
**Subject:** RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C  
**Date:** November 19, 2020 at 11:04 AM

**To:** bwight@kochscow.com, donna.wittig@akerman.com, yosuphonglaw@gmail.com, melanie.morgan@akerman.com, bwood@mauricewood.com, jwtlaw@ymail.com  
**Cc:** elizabeth.streible@akerman.com



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

**Scott Lachman**

Associate, Consumer Financial Services Practice Group  
Akerman LLP | 1635 Village Center Circle, Suite 200 | Las Vegas, NV 89134  
D: 702 634 5021 | C: 702 321 7282  
[Scott.Lachman@akerman.com](mailto:Scott.Lachman@akerman.com)

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---

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

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Order Granting  
Defend...n.docx



**From:** Brody Wight bwight@kochscow.com   
**Subject:** Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C  
**Date:** November 19, 2020 at 10:42 AM

BW

**To:** donna.wittig@akerman.com, joseph hong yosuphonglaw@gmail.com, melanie.morgan@akerman.com, scott.lachman@akerman.com, Brittany Wood bwood@mauricewood.com, J Thomson jwtlaw@ymail.com

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

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



Order Granting  
Defend...n.docx

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[bwight@kochscow.com](mailto:bwight@kochscow.com)

# EXHIBIT 2

# EXHIBIT 2

**LAW OFFICE OF JOHN W. THOMSON**  
**2450 ST. ROSE PARKWAY, SUITE 120**  
**HENDERSON, NV 89074**  
**OFFICE: 702-478-8282**  
**FAX: 702-541-9500**  
**EMAIL: [johnwthomson@ymail.com](mailto:johnwthomson@ymail.com)/[jwtlaw@ymail.com](mailto:jwtlaw@ymail.com)**

October 27, 2020

**Via Email Only:**

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

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

Dear Counsel:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**None of these claims were heard. See # 13**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Filing the new claim was necessary to protect my individual rights arising from my 3/28/17 deed. The parties would have asserted they were time-barred if I had not filed an individual claim prior to the 8/14/19 statute of limitations.<sup>1</sup>**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

*/s/ John W. Thomson*

John W. Thomson. Esq.

JWT/ac

cc: Nona Tobin

---

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 12/3/2020

15 David Koch

dkoch@kochscow.com

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TOBIN 1130

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Order Granting Defendant Red Rock Financial Services'  
Motion to Dismiss Complaint and All Joinders to the Motion  
and Expunging Lis Pendens

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OGM  
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3 Brody B. Wight, Esq. (NV Bar No. 13615)  
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11 bwight@kochscow.com

12 *Attorneys for Defendant*  
13 *Red Rock Financial Services*

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 NONA TOBIN, an individual,

17 Plaintiff,

18 vs.

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

Defendants.

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

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

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



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

11 **FACTS**

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

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

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

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

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



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

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

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

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

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

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

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

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28





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

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

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

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

17 **LEGAL FINDINGS**

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

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



1           23. Courts should apply the doctrine of nonmutual claim preclusion when:  
2           (1) There is a valid final judgment,  
3           (2) a subsequent action is based on the same claims or any part of them  
4           that were or could have been brought in the first action, and  
5           (3) “the parties or their privies are the same in the instant lawsuit as  
6           they were in the previous lawsuit, or the defendant can demonstrate that he  
7           or she should have been included as a defendant in the earlier suit and the  
8           plaintiff fails to provide a ‘good reason’ for not having done so.” *Id.* at 85.

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

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

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

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



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

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

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# EXHIBIT 1

# EXHIBIT 1



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



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

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

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

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

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

--

Joseph Y. Hong, Esq  
Hong & Hong Law Office  
One Summerlin  
1980 Festival Plaza Dr., Suite 650  
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**From:** Brittany Wood bwood@mauricewood.com   
**Subject:** RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C  
**Date:** November 19, 2020 at 2:00 PM  
**To:** Brody Wight bwight@kochscow.com, donna.wittig@akerman.com, joseph hong yosuphonglaw@gmail.com, melanie.morgan@akerman.com, scott.lachman@akerman.com, J Thomson jwtlaw@ymail.com



You have my authority to attach my electronic signature.

**Brittany Wood**

Partner



ATTORNEYS AT LAW

9525 Hillwood Drive | Suite 140  
Las Vegas, Nevada | 89134  
Office: (702) 463-7616 | Fax: (702) 463-6224  
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**From:** Brody Wight <bwight@kochscow.com>  
**Sent:** Thursday, November 19, 2020 10:42 AM  
**To:** donna.wittig@akerman.com; joseph hong <yosuphonglaw@gmail.com>; melanie.morgan@akerman.com; scott.lachman@akerman.com; Brittany Wood <bwood@mauricewood.com>; J Thomson <jwtlaw@ymail.com>  
**Subject:** Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C

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



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



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

**Scott Lachman**

Associate, Consumer Financial Services Practice Group  
Akerman LLP | 1635 Village Center Circle, Suite 200 | Las Vegas, NV 89134  
D: 702 634 5021 | C: 702 321 7282  
[Scott.Lachman@akerman.com](mailto:Scott.Lachman@akerman.com)

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

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



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



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

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# EXHIBIT 2

# EXHIBIT 2



**LAW OFFICE OF JOHN W. THOMSON**  
**2450 ST. ROSE PARKWAY, SUITE 120**  
**HENDERSON, NV 89074**  
**OFFICE: 702-478-8282**  
**FAX: 702-541-9500**  
**EMAIL: [johnwthomson@ymail.com](mailto:johnwthomson@ymail.com)/[jwtlaw@ymail.com](mailto:jwtlaw@ymail.com)**

October 27, 2020

**Via Email Only:**

David Koch – [dkoch@kochscow.com](mailto:dkoch@kochscow.com)  
Brody Wight – [bwight@kochscow.com](mailto:bwight@kochscow.com)  
Daniel Scow – [dscow@kochscow.com](mailto:dscow@kochscow.com)  
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Melanie Morgan – [Melanie.morgan@akerman.com](mailto:Melanie.morgan@akerman.com)  
Joseph Hong – [yosuphonglaw@gmail.com](mailto:yosuphonglaw@gmail.com)  
Brittany Wood – [bwood@mauricewood.com](mailto:bwood@mauricewood.com)

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

Dear Counsel:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**None of these claims were heard. See # 13**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

Sincerely,

*/s/ John W. Thomson*

John W. Thomson. Esq.

JWT/ac

cc: Nona Tobin

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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 12/3/2020

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