

TOBIN VS. JIMI JACK

And

Tobin vs. Yuen K. Lee DBA F. Bondurant LLC

EDCR 2.67 Tobin Supplement

- Claims
- Affirmative Defenses
- Principal Contested Issues of Law
- Requested rulings on evidence
- Witnesses

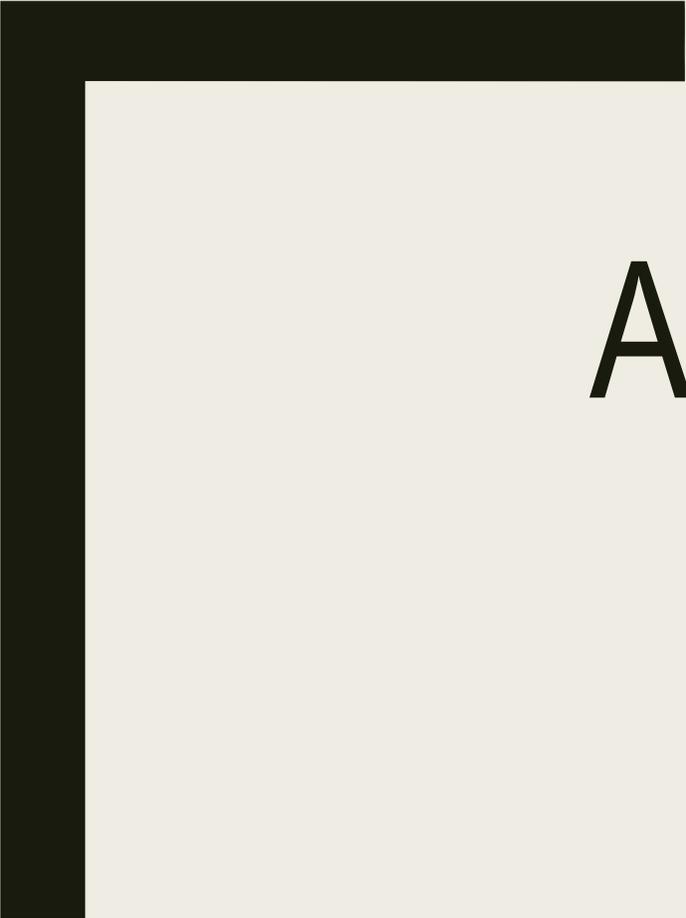


CLAIMS

Tobin has unadjudicated claims
JJ and Lee have made no claims against Tobin

Tobin Claims

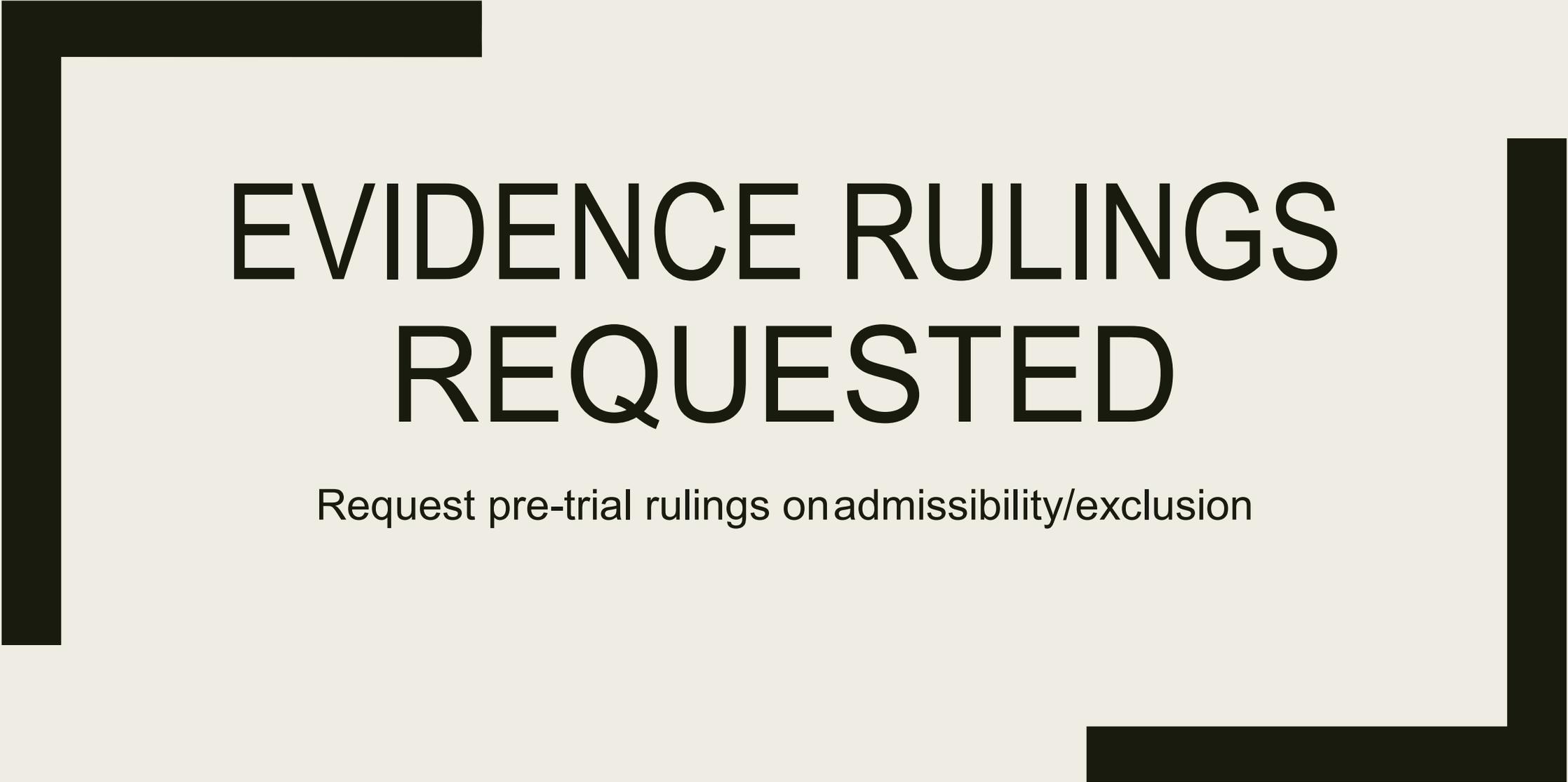
- Quiet Title
 - *Tobin's deeds are superior to Jimijack's*
 - *Sale is void due to rejection of 10/3/12, 5/9/13, 5/28/14 payments that cured the default*
 - *Sale was not authorized by valid Board action*
 - *Commercially unreasonable – suppressed bidding, \$358K offer pending*
 - *Sale was non-compliant with statutes and governing documents – notice & due process*
- Equitable Relief
 - *Unclean hands- false claims to title, lied to the court, badges of fraud, statutes of fraud*
 - *Unjust Enrichment*
 - *Fraudulent concealment*
 - *Lender interference with multiple FMV sales, no DIL,*
- Fraudulent Conveyance and attempting transfer of unmerchantable title
 - *6/8/15, 5/1/19*
 - *Attempted 9/25/14, 6/16/15*
- Civil Conspiracy
 - *Abuse of process*
- Temporary and Permanent Injunctions



AFFIRMATIVE DEFENSES

Tobin Affirmative Defenses

- Failure to state a claim
- Priority
- Assumption of Risk
- Commercially unreasonable, unfair, suppressed bidding and fraud
- Equitable doctrines – unclean hands & good faith
- Fraudulent concealment
- Waiver and estoppel
- Vagueness and ambiguity
- Violation of due process and procedural due process
- Supremacy and property clause
- Unjust enrichment
- Failure to mitigate damages

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EVIDENCE RULINGS REQUESTED

Request pre-trial rulings on admissibility/exclusion

Exclude 6/8/15 Jimijack's Deed, recorded 6/9/15

- NRS 111.345 Instrument not admissible until established by competent proof.
- January 2017 Tobin DECL under penalty of perjury
 - *No record of JJ deed in notary's journal*
 - *Lee executed deed to JJ as if Yuen Lee were Lucas/Opportunity Homes*
- November 2016 Tobin's proposed pleading rebutted deed per NRS 111.340
- March 13 2017 JJ's answer to Tobin's AACCC no evidence to refute Tobin rebut deed per NRS 111.340
- Jimijack has never entered any evidence to support admitting the deed
- Jimijack has no standing for trial without an admissible recorded deed

Admit or exclude evidence of Trusts

- Admit evidence of the Gordon B. Hansen Trust
 - *Trust Instrument dated 8/22/08*
 - *Certificate of Trust 8/22/08*
 - *Trust Amendment amended 8/10/11*
 - *Disclaimer of Steve Hansen*
 - *Tobin Identity Affidavit*
 - *Recorded Certificate of Incumbency*
- Exclude evidence of Jimijack Irrevocable Trust
 - *No evidence of Jimijack Irrevocable Trust is in the record to prove its legal existence*
 - *Exclude new evidence at trial*
 - *Rule that Jimijack has no existence as a legal entity*

Admit State of Nevada NOS Compliance Records for 17 relevant foreclosures

- Ombudsman NOS compliance records for 17 foreclosures
 - *11 2014 SCA foreclosure conducted by RRFS*
 - *10 other SCA foreclosures by RRFS*
 - *1 settlement of RRFS excessive fees case – paid by SCA owners, not RRFS*
 - *2 SCA foreclosures by bankrupt & dissolved Alessi & Koenig*
 - *1 North Las Vegas HOA foreclosure purchased by JJ*
- Authenticated by Nevada Real Estate Division Custodian of Records
- Notice to OMB required NRS 116.311635, NRS 116.31164, NRS 116.625

Admit Tobin's evidence of ownership

- June 2004 Gordon B Hansen (GBH) Deed
- August 2008 GBH Trust document - Tobin named successor Trustee
- August 2008 GBH to GBH Trust Deed
- March 2017 GBH Trust to Tobin Deed
- Tobin identity Affidavit
- Tobin Certificate of Incumbency

Admit County Property Records 5/31/19 chain of title

Judicial Notice Requested:

- May 1 2019 Quit claim Deed Jimijack Irrevocable Trust to Joel Stokes, an individual
- January 2016, June 2016 and May 6 2019 Lis Pendenses
- April 30 2019 notice was served of Tobin's 5/6/19 Lis Pendens
- May 28 2019 Joel Stokes Deed of Trust encumbering the property with a \$355,000 loan from Civic Financial Services, a CA LLC
- September 9 2014 BANA assignment of its interest to Wells Fargo
- December 1 2014 NSM assignment of BANA's interest to NSM – rescinded March 8 2019
- See County Recorder's List of all recorded documents – some withheld from discovery refute Nationstar's ownership claims and Thomas Lucas' 3/8/17 affidavit.

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Admit Evidence of Probative Value to Tobin that was concealed/misrepresented that unfairly helps Jimijack

- SCA compliance records and Board minutes SCA withheld in discovery
- See Tobin request for SCA to stipulate to facts for trial against JJ
- See SCA responses to Tobin ROGGs/RFDs
- See NSM responses to Tobin ROGGs/RFDs
- See Joel Stokes responses to Tobin ROGGs
- See Tobin NOTC mediation claim
- See SCA's refusals to release records, restrictions on voting, notices of ineligibility
- See SCA's quarterly litigation reports
- See March 14 2019 Attorney General Compliant 2-2019

EXCLUDE SCA00315 AS EVIDENCE OF BOD AUTHORIZATION

ADMIT 12/5/13 BOD MINUTES

[December 5 2013 BOD minutes](#)



February 14, 2014

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22,
2008 / R808634

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

The Board of Directors Sun City Anthem Community Association approves that Red Rock Financial Services is to proceed with the foreclosure sale of property address 2763 White Sage Dr, Henderson, NV 89052 on **March 7, 2014 at 10:00 am** pursuant to this authorization and the conditions set forth in the Permission for Publication of Foreclosure Sale and Authority to Conduct Foreclosure Sale.

JEAN CAPILLUPO
Board Member (Please Print)
Jean Capillupo
Board Member (Signature)

2/27/14
Date

approved
12/5
R05-120513

702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | www.rvfs.com

Admit SCA official ownership records

- SCA withheld and misrepresented its official ownership records in discovery
- [Resident Transaction Report 2763](#)
 - *9/25/14 Jimijack was the second owner, not Thomas Lucas*
 - *No SCA record the property was foreclosed*
 - *8/27/14 Gordon Hansen account at zero after \$2,701.04 PIF by RRFS*
 - *No asset enhancement fees paid on three alleged transfers of title*
- [Resident Transaction Report 2664](#)
 - *Shows Tobin as an SCA owner in good standing (2004-present)*
 - *8/17/12 Tobin paid only \$25 late fee ever imposed for delinquency*



LIST OF WITNESSES

Court Approval Requested

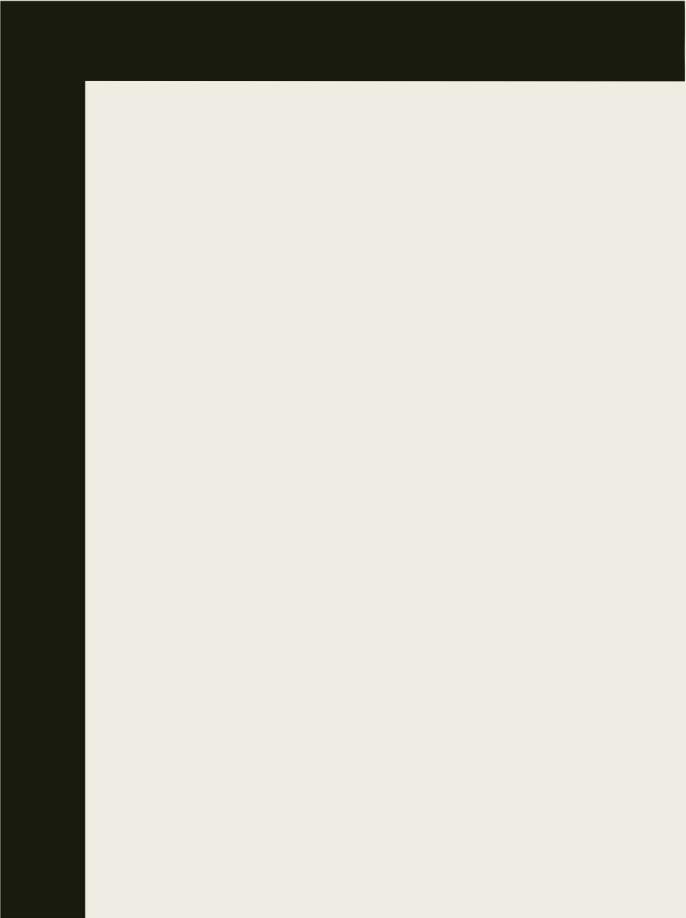
- Approve Irma Mendez as an impeachment witness
- Admit Doug Proudfit's May 20 2019 declaration made under penalty of perjury as he is unavailable to be appear as a witness
- Admit Craig Leidy's May 11 2018 and May 13 2019 declarations made under penalty of perjury into evidence to supplement appearance as a witness at trial for judicial efficiency

List of Witnesses

- Nona Tobin – party
- Joel Stokes – party
- Yuen K. Lee – party
- Elyssa Rammos, SCA Custodian of Records
- Craig Leidy, BHHS listing agent
- Person Most Knowledgeable – Red Rock Financial Resources
- Person Most Knowledgeable – Nationstar Mortgage, LLC
- Person Most Knowledgeable – Berkshire Hathaway Home Services (BHHS)
- Person Most Knowledgeable – FirstService Residential/RMI
- Douglas Proudfit – Proudfit Listing Agent is unavailable – has made declaration

Impeachment witness Irma Mendez

- Former owner of HOA foreclosed property in North Las Vegas
- Default caused by two \$25 monthly assessments
- No lender notice of default
- Payment to cure default was refused prior to the sale
- Acquired by Jimijack that rented it for four years during litigation
 - *Mendez on the hook for the mortgage after HOA foreclosure*
 - *Stokes did not pay the mortgage or the taxes for four years*
- Jimijack tried to sell property back to Mendez for \$100,000
 - *after lender issued foreclosure sale notice*
 - *A week before scheduled bank sale*
 - *Gave her no notice of pending sale*

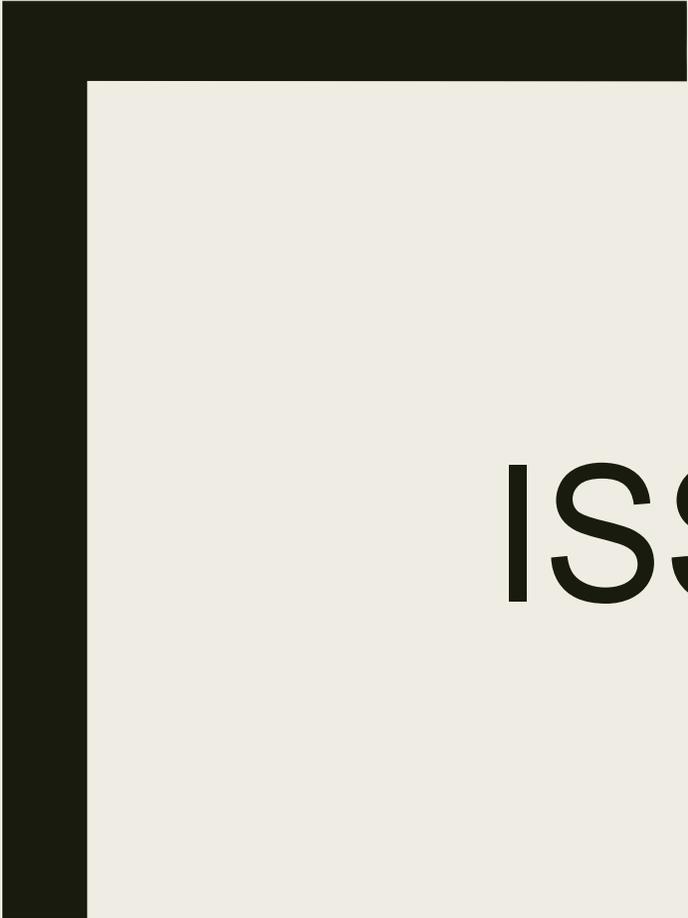


DAMAGES



Damages Proposed – Joel Stokes to Tobin

- Equivalent to rents and other income from property since 2014
- Attorney fees and costs



ISSUES OF LAW

No Adjudication on Interpretation or Applicability of Laws Violated

- Requirements for valid conveyance of real property
- Rights to due process whenever the Board sanctions an owner
- Meeting laws – agendas, minutes, owner rights to be present
- Good faith/conflict resolution without litigation
- Prohibition of retaliation, harassment, recording false title claims,
- Limits on Board authority
- Role of the Ombudsman
- Board duties that can't be delegated – assessments, enforcement of governing documents, controlling/accounting for ALL SCA money

Issues of Law –Conveyance of Real Property

- [NRS 111.340](#) Certificate of acknowledgment and record may be rebutted.
- [NRS 111.345](#) Proof taken upon oath of incompetent witness: Instrument not admissible until established by competent proof
- [NRS 111.180](#) Bona fide purchaser: Conveyance not deemed fraudulent in favor of bona fide purchaser unless subsequent purchaser had actual knowledge, constructive notice or reasonable cause to know of fraud.
- [NRS 111.125](#) Proof required from subscribing witnesses
- [NRS 111.120](#) Conditions necessary before proof by subscribing witness can be taken.
- [NRS 111.105](#) Conveyances by deed.
- [NRS 240.155](#) Notarization of signature of person not in presence of notary public unlawful;
- [NRS 240.120](#) Journal of notarial acts: Duty to maintain; contents; verification based upon credible witness;
- [NRS 111.210](#) Contracts for sale or lease of land for periods in excess of 1 year void unless in writing.

Issues of Law – Mediation/Jurisdiction

- NRS 38.310(2) Court jurisdiction over Jimijack's claims
- JJ never served SCA despite four 6/15/16 claims against SCA;
- JJ did not submit any claims to mediation, self-declared exempt
- SCA moved to dismiss all Tobin's claims for mediation
- SCA's 4/20/18 answer, filed 14 months after Tobin 2/1/17 COMP did not answer Tobin's claims on the merits and SCA did not participate in mediation in good faith
- NRS 116.1112 Unconscionable agreement or term of contract (Is there an exception to contractual due process when property is seized and sold?).
- CC&Rs XVI Dispute resolution and limitation on litigation

Issues of Law – Foreclosure Statutes

- NRS 116.31162(4) Must provide owner schedule of fees, proposed repayment plan, right to hearing
- NRS 116.311635 Notice of Sale Requirements to give Ombudsman prior notice of sale date
- NRS 116.31164(3)(b) SHALL deliver copy of foreclosure deed to Ombudsman within 30 days after sale
- NRS 116.31164(3)(c) Manner to distribute the proceeds of the sale

Issues of Law – Limits on Board's Authority

- NRS 116.3102 (3)(4) Enforcement must be prudent, not arbitrary and capricious
- NRS 116.3103 BOD and agents are fiduciaries, business judgment rule duty bound to act solely and exclusive in the best interest of the HOA
- NRS 116.31031/CC&Rs 7.4/Bylaws 3.26 Limits on BOD power to impose sanctions
- NRS 116.3106(d) HOA bylaws must define which of BODs duties SHALL not be delegated
- Bylaws 3.18a, b, e, g Board can't delegate (a) budget (b) levying or collecting assessments, (e) deposit in approved institutions for HOA's benefit, (g) opening bank accounts/ controlling signatories, (i) enforcing governing documents

Issues of Law – 3 Owner Rights to Due Process

- NRS 116.31085(4) BOD SHALL meet in exec session to hold a hearing on an alleged violation...unless open hearing is requested
- NRS 116.31085(4a) Owner who is being sanctioned for an alleged violation is entitled to attend all portions of the Board hearing, including the presentation of evidence and the testimony of witnesses
- NRS 116.31085(4b) Owner is entitled to due process which must include without limitation the right to counsel, right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel
- NRS 116.31085(5) Subsection 4 establishes the MINIMUM protections the BOD must provide before it makes a decision
- NRS 116.31085(6f) Board SHALL maintain minutes of any decisionconcerning the alleged violation and upon request SHALL provide a copy of the decision to the owner subject to being sanctioned or representative
- NRS 116.31031/CC&Rs 7.4/Bylaws 3.26 Limits on BOD power to impose sanctions

Issues of Law – Owner Rights

- NRS 116.1112 Unconscionable agreement or term of contract (Is there an exception to contractual due process when property is seized and sold?).
- NRS 116.31083. Owner rights defined to attend ALL Board meetings and hear ALL deliberations, except specific exceptions delineated in NRS 116.31085
- 7.4 Compliance & Enforcement: The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws.

Issues of Law – Owner Rights 2

- NRS 116.31087 Right of units' owners to have certain complaints placed on BOD agenda
- NRS 116.31065 Rules must not evade an obligation, must be uniformly enforced or can't be enforced at all; association may only sanction an owner after complying with NRS 116.31031
- NRS 116.4117 Civil action is a member right to address Board failure to comply with NRS 116 or governing documents
- NRS 116.31175 /SCA bylaws 6.4 Board required to provide owner rights to access association records
- NRS 116.31183 Retaliatory action prohibited; separate action by unit's owner.
- NRS 116.31184 Threats, harassment and other conduct prohibited; penalty.

Issues of Law – Limits on Fees

- NRS 116A.640 (8) Can't apply assessment payment to other fees or charges
- NRS 116A.640(9) Can't refuse an owner's payment
- NRS 116A.640(10) Can't pay CAM what's not in contract
- NRS 116.310313 An HOA/agent can charge reasonable fees to collect; CICC set fees
- NRS 116.310315 Accounting for fines imposed by association.
- 8.8 Lien for assessment may be enforced in the manner proscribed in act
- 8.12 Asset enhancement fee 1/3 of 1% due to SCA except exempted transfers

Judicial Notice Requested

- JJ sued BANABANA nine months after BANA recorded that it had assigned its interest, if any, to Wells Fargo in September 2014
- JJ did not sue NSM in 2015 even though NSM had recorded that BANA had assigned its interest to NSM in December 2014
- In January 2015 NSM recorded a request for notice of any defaults related to the Western Thrift DOT, Joan H. Anderson, Trustee
- In October 2015 order of default judgment against BANA and its assignees was entered
- 1/11/16 NSM sued OpHomes, not JJ, 6/9/15, recorded owner, in NSM vs. OpHomes
- 2/21/19 NSM dismissed claims against OpHomes that never answered Tobin's or NSM's COMPs
- In June 2016 the court denied NSM's motion to set aside the default judgment and, substitute as the real party but reopened the closed JJ case against BANA/assignees and allowed NSM to intervene
- NSM filed an AACCC against JJ in August 2016 that JJ answered 3/25/19
- NSM's 3/21/19 MSJ v JJ dismissed unjust enrichment claim

SCA is helping JJ and hurting Tobin

- Tobin is a 15-year member in good standing of SCA
- SCA is a mutual benefit association
- SCA and Tobin have mutual obligations pursuant to the deed restrictions
- The SCA Board must act in the best interest of this membership
- SCA must not help JJ against Tobin, but it did
- Concealed records
- Misrepresented evidence to the Court
- Refused Tobin's attempts to get SCA out of the case at no cost
- Did not participate in good faith in ADR
- Retaliated against Tobin for being a party to this case
- Forced Tobin to pay \$40,000 attorney fees to get her seized property returned

Not commercially reasonable

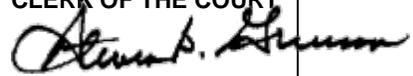
- \$63,100 Sale price
- \$353,529 FMV August 22 2014 RPTT statement of value
- \$358,800 August 4 2014 offer on the table pending NSM approval
 - \$310,000 August 8, 2012 – *rejected by BANA*
 - \$395,000 May 10, 2013 – *rejected by BANA*
 - \$340,000 cash March 4, 2014 – *rejected by NSM*
 - \$367,500 May 8, 2014 – *MZK www.auction.com - rejected by NSM*

Fraudulent transfers

- June 16 2015 two deeds were recorded to transfer title from Opportunity Homes – one to Lee and one to JJ (and the one to JJ is fraught with notary violations)
- JJ does not have written purchase agreement to prove how it received the property, from whom and for how much
- June 16 2015 JJ listed on the MLS for \$569,000 – marketing an unmerchantable title or to list an HOA foreclosure on MLS prohibited same day sued the wrong bank
- June 16 2015 JJ sued BANA, that had no interest and did not sue NSM
- JJ did not record a Lis Pendens on this 2015 case, but NSM recorded one for JJ in June 2016 after recording one for its own case against Op Homes in January 2016
- May 1 2019 ignored Lis Pendens Jimijack irrevocable Trust transferred title to Joel Stokes
- May 28 2019 Joel Stokes encumbered the property with \$355,000 DOT

JJ is not a bona fide purchaser for value

- Not in good faith
- No valuable consideration
- Knew the title was clouded
- Knew he could collect rents without paying a DOT or the taxes for years
- Knew that HOA foreclosures before September 2014 occurred on houses where the HOA filed a Notice of Default but the lender had not



1 **NOTA**

2 NONA TOBIN
3 2664 Olivia Heights Avenue
4 Henderson NV 89052
5 Phone: (702) 465-2199
6 nonatobin@gmail.com

7 *Defendant-in Intervention/ Cross-Claimant*
8 *In Proper Person*

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

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

16 vs.

17 BANK OF AMERICA, N.A.,
18 Defendant.

19

20 NATIONSTAR MORTGAGE, LLC,
21 Counter-Claimant,

22 Vs.

23 JIMI JACK IRREVOCABLE TRUST;
24 Counter-Defendant

25

26 NONA TOBIN, an individual, Trustee of
27 the GORDON B. HANSEN TRUST, dated
28 8/22/08

Cross-Claimant,

vs.

29 JOEL A. STOKES and SANDRA F.
30 STOKES, as trustees of the JIMI JACK
31 IRREVOCABLE TRUST; SUN CITY
32 ANTHEM COMMUNITY
33 ASSOCIATION, INC., Yuen K. Lee, an
34 individual, d/b/a Manager, F. Bondurant,
35 LLC, and DOES 1-10 AND ROE
36 CORPORATIONS 1-10, inclusive
37 Cross-Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

NOTICE OF APPEARANCE

NONA TOBIN IN PROPER PERSON

1 TO: ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:
2

3 PLEASE TAKE NOTICE that Nona Tobin, an Individual, appears In Proper Person
4 Defendant in Intervention/Counterclaimant, Nona Tobin, an Individual.

5 All items, including but not limited to pleadings, papers, correspondence, documents
6
7 any other thing related to this matter, can be forwarded to Nona Tobin at the above address and,
8 pursuant to NRC 5(b), to nonatobin@gmail.com via the Clark County electronic filing system.
9

10 Dated this 4th day of April, 2019.

11
12 
13

14 NONA TOBIN
15 2664 Olivia Heights Avenue
16 Henderson NV 89052
17 Phone: (702) 465-2199
18 nonatobin@gmail.com
19 *Defendant-in Intervention/ Cross-Claimant*
20 *In Proper Person*
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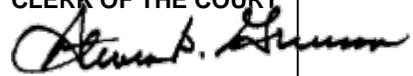
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NCERTIFICATE OF SERVICE

I, **NONA TOBIN**, HEREBY CERTIFY that on this **8TH** day of April, 2019 and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing NOTICE OF APPEARANCE, addressed to:

- Michael R. Mushkin & Associates
- L. Joe Coppedge joe@mushlaw.com
- Karen L. Foley karen@mushlaw.com
- Michael R. Mushkin michael@mushlaw.com
- Lipson Neilson P.C.
- Susana Nutt snutt@lipsonneilson.com
- Renee Rittenhouse rrittenhouse@lipsonneilson.com
- Kaleb Anderson kanderson@lipsonneilson.com
- David Ochoa dochoa@lipsonneilson.com
- Ashley Scott-Johnson ascott-johnson@lipsonneilson.com
- Medrala Law Firm, PLLC
- Jakub P Medrala jmedrala@medralaw.com
- Shuchi Patel spatel@medralaw.com
- Office admin@medralaw.com
- Hong & Hong APLC
- Joseph Y. Hong, Esq. yosuphonglaw@gmail.com
- Nona Tobin nonatobin@gmail.com
- Wright Finlay & Zak LLP
- Jason Craig jcraig@wrightlegal.net
- Michael Kelley mkelley@wrightlegal.net
- NVEfile nvefile@wrightlegal.net





1 **NOTC**

2 NONA TOBIN
3 2664 Olivia Heights Avenue
4 Henderson NV 89052
5 Phone: (702) 465-2199
6 nonatobin@gmail.com

7 *Defendant-in Intervention*
8 *Cross-Claimant*
9 *In Proper Person*

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30 STOKES, as trustees of the JIMI JACK
31 IRREVOCABLE TRUST; SUN CITY
32 ANTHEM COMMUNITY ASSOCIATION,
33 INC., Yuen K. Lee, an individual, d/b/a
34 Manager, F. Bondurant, LLC, and DOES 1-
35 10 AND ROE CORPORATIONS 1-10,
36 inclusive

37

Cross-Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

**NOTICE OF COMPLETION OF
MEDIATION PURSUANT TO
NRS 38.310**

1 **NOTICE OF COMPLETION OF MEDIATION**

2 **PERSUANT TO NRS 38.310**

3 PLEASE TAKE NOTICE that Defendant in Intervention/Counterclaimant, Nona Tobin,
4 along with Red Rock Financial Services LLC and Sun City Anthem Community Association,
5 Inc. participated in Alternative Dispute Resolution mediation. On August 20, 2018,
6 Counterclaimant Tobin submitted an Alternative Dispute Resolution Claim Form to the State of
7 Nevada Department of Business and Industry Real Estate Division's Common-Interest
8 Communities and Condominium Hotels Program ("NRED"). See **Exhibit A**.

9
10
11 Counterclaimant Tobin, Red Rock Financial Services, LLC, and Sun City Anthem
12 participated in the NRED mediation on November 13, 2018. However, the mediation was
13 unsuccessful as no agreement was reached, and the matter is now closed.

14
15 A copy of the notice received from Mediator Donald J. Lowrey, Esq., that confirms the
16 unsuccessful mediation is attached hereto as **Exhibit B**.

17 **Exhibit C** contains a confidential memo to the Mediator with documents showing that Sun
18 City Anthem was retaliating against Tobin for pursuing this quiet title claim and attempting to get
19 it on the record that SCA agents are being unjustly enriched at the expense of homeowners.

20
21 DATED this 9th day of April 2019

22 

23 _____
24 NONA TOBIN
25 2664 Olivia Heights Avenue
26 Henderson NV 89052
27 Phone: (702) 465-2199
28 nonatobin@gmail.com

*Defendant-in Intervention/ Cross-Claimant
In Proper Person*

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CERTIFICATE OF SERVICE

I, Nona Tobin, hereby certify that on this 9th April I did cause a true and complete copy of the above NOTICE OF COMPLETION OF MEDIATION PURSUANT TO NRS 38.310 to be E-filed and e-served to all parties, via the district court's EfileNV electronic mailing and notification system.



EXHIBIT A

EXHIBIT A

EXHIBIT A

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE DIVISION
OFFICE OF THE OMBUDSMAN FOR COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS
 3300 West Sahara Avenue, Suite 325 * Las Vegas, NV 89102
 (702) 486-4480 * Toll free: (877) 829-9907 * Fax: (702) 486-4520
 E-mail: CICombudsman@red.nv.gov <http://www.red.nv.gov>

ALTERNATIVE DISPUTE RESOLUTION (ADR) CLAIM FORM

Please ensure that all sections of this form are completed. Incomplete paperwork will be returned for completion, and will cause a delay in the processing of the claim.

Date: 8/20/18 NONA TOBIN
Signature of Claimant

Please, be advised that only ONE Claimant and ONE unit address may be listed, per claim form.

Claimant: NONA TOBIN
If individual, provide full name. If an Association, provide COMPLETE Association name as it appears on Secretary of State's website. (<http://nv.sos.state.nv.gov>)

If Claimant is represented by an attorney: (NOT FOR MEDIATION)
Please provide the name of the Law Firm and the name of the attorney (if applicable)

Mailing Address: 2664 OLIVIA HEIGHTS AVE, HENDERSON NV 89052
Street City State Zip Code

Phone: (702) 465-2199 Fax: E-Mail: NONATOBIN@GMAIL.COM

Please list only one party; attach Additional Respondent Form (#520B) if there is more than one Respondent.

Respondent: SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. C14322-1998
If individual, provide full name. If an Association, provide COMPLETE Association name as it appears on Secretary of State's website. (<http://nv.sos.state.nv.gov>)

Mailing Address: 2450 HAMPTON RD, HENDERSON NV 89052
Street City State Zip Code

Phone: (702) 614-5800 Fax: (702) 614-5813 E-Mail: ADMINISTRATION@SCACAI.COM

PLEASE SELECT YOUR METHOD OF RESOLUTION:

- MEDIATION**
 REFEREE PROGRAM

If all parties agree to the Referee Program, the cost will be fully subsidized by the Division, contingent upon available funds.

(Initial if applicable) NONA If the Referee Program is selected, and the Respondent chooses Mediation, the claim will default to mediation.

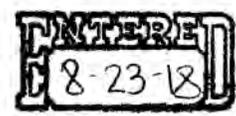
NONA I have read and agree to the policies stated in the ADR Overview (Form #523).

Yes No Has the above listed Claimant filed an Intervention Affidavit (form #530) regarding the same or similar issues?
 • If yes, please provide the file number(s):

NONA I acknowledge that if an Intervention Affidavit (form #530) has been filed with the Division based on the same issues, by filing an ADR claim, the Division will not move forward with investigating the Intervention Affidavit pursuant to NAC 116.630.

FOR OFFICIAL USE ONLY

Receipt number: 426905 Claim number: 19-27 Date received: RECEIVED AUG 21 2018



PROVIDE A BRIEF STATEMENT PERTAINING TO THE NATURE OF THE DISPUTE:

2763 WHITE SAGE DRIVE, HENDERSON 89052 APN: 191-13-811-052

Address of unit related to this claim:

- Your explanation must start below. You may attach additional pages, if more space is needed. "SEE ATTACHMENT" IS NOT ACCEPTABLE.
- If this claim is being filed based on a referral from the Intervention process, please file your complaint as a new-complaint. Do not refer to your original complaint.

This action is for quiet title and equitable relief from a defective lien foreclosure sale by the Sun City Anthem Community Association, Inc. (SCA) and its former managing and debt collection agent(s), FirstServiceResidential (FSR f/k/a RMI) and RMI/FSR d/b/a Red Rock Financial Services (RRFS). The claims arise under allegations of wrongful foreclosure, denial of due process, failure to comply with NRS 116, breach of contract (CC&Rs, SCA Bylaws, SCA Board Policies for Collection and guaranteed due process); breach of covenants of good faith and fair dealing; misrepresentation, negligent BOD supervision of agents allowing unjust enrichment and civil conspiracy. The foreclosure of the HOA's lien and sale to a third-party has resulted in damages to Claimant, as the Successor Trustee/beneficiary of the Gordon B. Hansen Trust, prior Property owner, from loss of income and use of the Property and from the negative impact the mere existence of this case has had on Claimant's reputation and wellbeing.

IDENTIFY THE SECTION OF GOVERNING DOCUMENTS PERTAINING TO THE DISPUTE:

CC&Rs sections 7.4,8.8,8.8A(a),8.12,16.3;

11/17/11 SCA Board Resolution Establishing the Governing Documents Enforcement Policy and Process
4/27/12 SCA-RRFS Delinquent Assessment Collection Agreement
10/01/13 Delinquent Assessment Collection Policy

Bylaws sections 3.13a(i)(ii), 3.13(e)(i)(ii), 3.13f(i)(ii)(iii), 3.15, 3.15A(c)(iii),3.15A(d)(i)(ii), 3.15A(e),3.20 re 3.18(b),e(i)(i), 3.21(d), 3.21(e), 3.21(f)(v); 3.25, 3.26(a), 3.26(b), 3.26(c); 5.2

In order for the claim to be considered filed, the following must be submitted, if applicable.

Please indicate by initialing that the following steps have been completed:

None Forms:
(Initial)

One (1) Original Claim Form, # 520

Two (2) copies of the Claim Form and supporting documents

- Supporting documents may be provided directly to the Mediator or Referee once assigned, and need not be provided with this Claim Form. Should you chose to submit your documents; you must supply one (1) original set and two (2) copies.

None Filing Fee of \$50.00 payable to "NRED" in the form of **(This fee is nonrefundable):**
(Initial)

- Cash (exact change; please do not mail cash)
- Check
- Money Order

None I acknowledge that the Subsidy Application will ONLY be accepted, and reviewed, prior to the claim being assigned to a Mediator or Referee.
(Initial)

None ADR Subsidy Application for Mediation (Form #668):
(Initial if applicable)

Subsidy is awarded based on:

- For a Unit Owner:**
 - Once during each fiscal year of the State for each unit owned.
- For an Association:**
 - Once during each fiscal year of the State against the same unit owner for each unit owned.
 - In "Good Standing" with Secretary of State & Office of the Ombudsman.

Should subsidy be awarded, the Division will notify each party when the claim is assigned to a Mediator.

I acknowledge that the Claimant will **NOT** be applying for Subsidy for this claim.

(Initial if applicable)

SERVING THE CLAIM

Please be advised, the Claimant will be responsible to have the Respondent(s) served within **45 days** after the Division mails the Claimant the processed packet via USPS. The packet will contain instructions on how to serve the claim.

The packet that the Claimant will receive in the mail will contain:

- A Claim Opening Letter (keep this letter for your records).
- A Receipt for the **non-refundable** \$50.00 filing fee (keep for your records).
- Affidavit of Services Form
 - This form must be filled out by the person that serves the claim.
 - The form **MUST** be notarized, and returned to the Division within 10 days.
 - The packet cannot be served by anyone associated with the claim.

The following items from the packet are required to be served:

- ADR Overview, form #523
- Copy of the claim that was processed, form #520
- A blank Response, Form #521
- A blank Subsidy Application, form #668
- *If the Claimant listed more than one Respondent on the Claim Form (#520). The Claimant will be responsible to make copies of the packet, so that each Respondent can be served.*
- *One (1) Affidavit of Service will have to be notarized and submitted for each Respondent listed on the Claim Form (#520).*

*Each (1) of these must **MUST** be submitted to the Division within 10 days.*

none I acknowledge that all forms listed above will be served pursuant to NRS 38.320.
(Initial)

none I acknowledge that if the claim is not served within the timeframe set forth by Nevada Administrative Code (NAC) 38.350 (1), the claim will be closed.
(Initial)

none I acknowledge if the Affidavit of Service (AOS) is not submitted to the Division within the timeframe set forth by Nevada Administrative Code (NAC) 38.350 (2)(a), the Division has the authority to close the claim.
(Initial)

How service must be made:

- **Service on a Nevada Corporation:** Service shall be made upon the president or other corporate head, secretary, cashier, managing agent or resident agent. However, if this is not possible, then upon the Secretary of State in the manner described in Rule 4 of the Nevada Rules of Civil Procedure.
- **Service on a Non-Nevada Corporation:** Service shall be made upon the agent designated for service of process, in Nevada, or its managing agent, business agent, cashier, or secretary within this State. However, if this is not possible, then upon the Secretary of State in the manner described in Rule 4 of the Nevada Rules of Civil Procedure.
- **In all other cases (except service upon a person of unsound mind, or upon a city, town or county):** Service shall be made upon the respondent personally, or by leaving copies at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy of the summons and complaint to an agent authorized by appointment or by law to receive service of process.
- **If all of the above are not possible because of the absence from the state or inability to locate the respondent:** An *affidavit* can be provided to the Division. If the Division determines adequate efforts were made to serve the respondent(s), the Division will provide a letter to the claimants acknowledging their unsuccessful efforts to participate in the ADR program.

* **"Service by Publication" is not a valid form of service for the ADR Program.**

The following is a listing of the Mediators and Referees for the Alternative Dispute Resolution program. Before making your selection, resumes of the Mediators and Referees and their location availability can be viewed on the Division's website at http://red.nv.gov/Content/CIC_ADR_Panel

- If the parties do not agree on the selection of Mediator or Referee, the Division will assign a Mediator/Referee at random.
- *This is a requirement, please indicate the Mediator/Referee by initialing next to the party selected.*

SOUTHERN NEVADA

MEDIATOR LISTING

REFEREE LISTING

Angela Dows, Esq.
 Barbara Fenster
 Christopher McCullough, Esq.
 Dee Newell, JD
 Donald E. Lowrey, J.D. LL.M.
 Eric Dobberstein, Esq.
 Henry Melton
 Ira David, Esq.
 Janet Trost, Esq.
 Malcom Doctors

Angela Dows, Esq.
 Donald Lowrey, J.D.
 Ira David, Esq.

NORTHERN NEVADA

MEDIATOR LISTING

REFEREE LISTING

Paul H. Lamboley, Esq.
 Michael Matuska, Esq.

Paul Lamboley, Esq.
 Michael Matuska, Esq.

Once the claim has been received and processed by the Division, an opening packet will be mailed out to the address provided on page 1 of this form. This packet will include instructions on the next step in this process.

Submit the required forms and documents to:

**Nevada Real Estate Division
ADR Facilitator
3300 W. Sahara Ave., Ste. 325
Las Vegas, NV 89102**

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
OFFICE OF THE OMBUDSMAN FOR OWNERS IN
COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS

3300 W. Sahara Ave., Suite 350, Las Vegas, Nevada 89102

(702) 486-4480 • Toll free: (877) 829-9907

E-mail: CIC/Ombudsman@red.nv.gov <http://red.nv.gov>

ALTERNATIVE DISPUTE RESOLUTION (ADR)
ADDITIONAL RESPONDENT FORM

This form should only be used in conjunction with Form #520 - ADR Claim Form

Date: August 20, 2018



Signature of Claimant (if Homeowner, must be owner of record)

(<http://nvsos.gov/sos>)

If filed on behalf of the Association, provide the Association's Entity Number as it appears on the Secretary of State's website.

Respondent: Red Rock Financial Services LLC # E0484542011-5

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

Contact Address: c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent
Street City State Zip Code

Contact Phone: _____ **Fax:** _____ **E-Mail:** _____

Respondent: Joel Just, former President, Red Rock Financial Services, partners # IRS tax ID 88-0358132

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

Contact Address: c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent
Street City State Zip Code

Contact Phone: _____ **Fax:** _____ **E-Mail:** _____

Respondent: Steven Parker, FirstService Residential, Nevada, LLC # LLC3280-1996

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

Contact Address: c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent
Street City State Zip Code

Contact Phone: _____ **Fax:** _____ **E-Mail:** _____

Respondent: _____ # _____

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

Contact Address: _____
Street City State Zip Code

Contact Phone: _____ **Fax:** _____ **E-Mail:** _____

<i>For office use only:</i>		
Receipt number: _____	Claim number: _____	Date received: _____

WHAT LAWSUIT?

People have asked for an explanation of the lawsuit I'm involved in. At least one of my opponents makes a lot of disingenuous remarks suggesting I should be "exposed" and that I am suing the HOA for damages and that I am unjustly trying to hurt the HOA or I am just running for the Board to win a lawsuit. All of these are fabrications and false.

In January, I became a defendant and claimant added to two existing lawsuits vying for title to 2763 White Sage Drive that was foreclosed on using the HOA's authority in 2014. This house was the residence of my late fiancé Bruce Hansen that held title in the name of the Gordon B. Hansen Trust. I became the Trustee and the executor of Bruce's estate when Bruce died of pancreatic cancer in 2012. The market was at a low point, and his house was underwater. I put it on the market immediately, but I had caretakers living there rent free to make sure the property was maintained and not a blight on the neighborhood.

This house was a nightmare for several years while the banks made probably 500 abusive collection calls to me even though I was the Executor and not the debtor. I maintained the property at my expense for well over a year because the bank would do nothing to protect the property and didn't care about the impact on the neighborhood of all the houses that became bank-owned after the economic downturn.

Proudfit Realty had the listing for 1 ½ years during which time Bank of America screwed up two sales, then Bank of America took possession but wouldn't take title. Then, I had Craig Leidy, a Berkshire Hathaway Realtor, re-list it. The new servicing bank Nationstar continued the abusive debt collection practices and also refused to close on multiple at or near full-price, arms-length deals.

SCA's Agent put the property into collection as soon as I told them that Bruce had died. I paid Bruce's HOA dues, but FSR did not credit my payments for Bruce's house that I paid at the same time as I paid mine. HOA Agents claimed a default before one existed, and prematurely put a lien on the property that contained unauthorized fees. SCA's Agents refused to take payment of the super-priority amount offered by the bank, did not offer me a payment plan, a hearing, an appeal, or give notices required by law and Board policy.

As you can see, the process to take away a \$400,000 house was less than the process mandated by SCA Board policy to provide Owners who are going to be sanctioned \$100 for minor infractions such as a dead tree. The HOA Agents foreclosed on the property without notice to me when I was literally at my sister's deathbed and while my real estate agent Craig Leidy was on the Titans Temecula trip.

The HOA Agents sold Bruce's house to a Berkshire Hathaway Realtor in the listing office for \$63,100 (instead of the \$375,000 refused by the bank two weeks earlier). After the sale, I received no notice whatsoever from either SCA or HOA Agents that they had foreclosed on the Trust and taken away Bruce's son's and my interest in the property as beneficiaries of the Trust.

The former HOA Agents that conducted the sale only gave \$2,701.04 to the HOA out of the \$63,100 auction price, and illegally kept \$60,000. They rebuffed my claim for the balance owed to the trust by statute. The HOA Agents weren't acting as fiduciaries for the Association. They even stiffed the HOA out of the Asset Enhancement Fee and new member set-up fees.

I got back into the fray last year when I was notified that Bruce's house had been re-conveyed to a dentist in Anthem Country Club for \$1.00 on a fraudulently executed and notarized quit claim deed and that this property is part of a widespread rental scam across Las Vegas Valley. There are literally thousands of lawsuits in state and Federal court over problems with HOA foreclosures. I wrote a letter to the R-J Editor about it that I will post on my website www.nonatobin.com.

In fact, Alessi & Koenig who the SCA Board hired to replace our former Agents, conducted 800 HOA foreclosures between 2011-2015, and filed for Chapter 7 bankruptcy a few months ago because they were sued for their actions in 500 of them.

In January, I was approved by the court to become a defendant-in-intervention and was required to submit my claims by February 1, 2017 to get the title to the house returned to the Trust. The HOA is named as a necessary party because the foreclosure sale for alleged default on assessments was held under the HOA's authority. HOA agents were not named in the two lawsuits I intervened on. I intend to make a claim against them later about the \$60,000 they effectively stole from Bruce's estate without involving the HOA.

If the HOA's response were to support my motion to void the sale scheduled to be heard on April 6, the HOA could be out of the case at no essentially cost. That is the reasonable course of action as the facts support my claim that the sale was defective and did not conform to Nevada statutes, our HOA CC&Rs and by-laws. Costs to the HOA would only accrue if the HOA Board decided to condone the acts of its former agents and assert that its former Agents were authorized by the HOA Board to act in their own interest rather than as fiduciaries to SCA.

If the HOA Board decides to continue the current HOA delinquent assessment collection and foreclosure procedures there will be significant ongoing costs in litigation, insurance premiums and deductibles which dwarf the amount possibly collected by orders of magnitude. The HOA Board needs to be more rigorous in assessing the cost-effectiveness and managing the risk in the collections process.

The SCA Board must revise these defective procedures as they permit unscrupulous agents to be predatory, be unjustly enriched and to exploit our most vulnerable members. These procedures have already forced the HOA into years-long battles with the banks whose mortgages were extinguished by HOA sale or who were otherwise ill-treated by our Agents. There is a significant cost to trying to beat the banks.

I am running for the Board because I love this place, and I think I can help fix this. I am more than mildly horrified by the manner in which the Board of Directors is being duped into unwittingly acting contrary to the interests of the members, and I want to make it right.

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.

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
OFFICE OF THE OMBUDSMAN FOR OWNERS IN
COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS

3300 W. Sahara Ave., Suite 350, Las Vegas, Nevada 89102

(702) 486-4480 * Toll free: (877) 829-9907

E-mail: CICOmbudsman@red.nv.gov <http://red.nv.gov>

ALTERNATIVE DISPUTE RESOLUTION (ADR)
ADDITIONAL RESPONDENT FORM

This form should only be used in conjunction with Form #520 - ADR Claim Form

Date: August 20, 2018

Signature of Claimant (if Homeowner, must be owner of record)

[\(http://nvsos.gov/sos\)](http://nvsos.gov/sos)

If filed on behalf of the Association, provide the Association's Entity Number as it appears on the Secretary of State's website.

Respondent: Red Rock Financial Services LLC # E0484542011-5

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

Contact Address: c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent
Street City State Zip Code

Contact Phone: _____ **Fax:** _____ **E-Mail:** _____

Respondent: Joel Just, former President, Red Rock Financial Services, partners # IRS tax ID 88-0358132

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

Contact Address: c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent
Street City State Zip Code

Contact Phone: _____ **Fax:** _____ **E-Mail:** _____

Respondent: Steven Parker, FirstService Residential, Nevada, LLC # LLC3280-1996

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

Contact Address: c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent
Street City State Zip Code

Contact Phone: _____ **Fax:** _____ **E-Mail:** _____

Respondent: _____ # _____

If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

Contact Address: _____
Street City State Zip Code

Contact Phone: _____ **Fax:** _____ **E-Mail:** _____

For office use only:

Receipt number: _____ Claim number: _____ Date received: _____

EXHIBIT B

EXHIBIT B

EXHIBIT B

1 Donald E. Lowrey, Esq.
Nevada Bar No.13178
2 LAW OFFICES OF DONALD E. LOWREY, PLLC
7473 W. Lake Mead Blvd
3 Las Vegas, Nevada 89128
Telephone: (702) 645-7452
4 Facsimile: (866) 542-0286
Email: d.lowrey@lowreylaw.com
5 Mediator

6
7
8 **State of Nevada**

9 **Dept. of Business and Industry - Real Estate Division**

10 **COMMON-INTEREST COMMUNITIES AND HOTELS**

11 **ALTERNATE DISPUTE RESOLUTION**

12 NONA TOBIN,

13 Claimant,

14 vs.

15 SUN CITY ANTHEM COMMUNITY
ASSOCIATION INC.; RED ROCK
16 FINANCIAL SERVICES LLC; STEVEN
17 PARKER; and JOEL JUST,

18 Respondents.

)
MEDIATION
ADR Claim No. 19-27

19
20 **SUMMARY OF MEDIATION**

21 **NO AGREEMENT**

22 A Mediation Hearing in the above entitled matter was convened on November 13, 2018, at
23 9:30 AM. Appearing at the Mediation were: Nona Tobin; Kaleb Anderson, Esq. for SUN CITY
24 ANTHEM COMMUNITY ASSOCIATION INC., STEVEN PARKER and JOEL JUST; Steven
25 Scow, Esq. for RED ROCK FINANCIAL SERVICES LLC.

26 The mediation concerns certain acts and events with regard to real property located at
27 2763 White Sage Drive, Henderson NV 89052. Litigation of some or all of the mediation issues
28 are pending in the Nevada Eighth Judicial District Court, case number A-15-720032.

1 The parties participating in the mediation did so in good faith. However, they were not
2 able to reach an agreement because others, who are parties in the litigated matter, did not appear
3 for mediation and are necessary participants for a resolution of all claims. Accordingly, the
4 Mediator finds that there was NO AGREEMENT.

5
6 DATED this 19th day of November, 2018.

7
8 
9 _____
10 Donald E. Lowrey, Esq.
11 MEDIATOR

12
13 **NOTICE**

14 If the parties participate in mediation and an agreement is not obtained, any party may commence
15 a civil action in the proper court concerning the claim that was submitted to mediation. Any
16 complaint filed in such an action must contain a sworn statement indicating that the issues
17 addressed in the complaint have been mediated pursuant to the provisions of NRS 38.300 to
18 38.360, inclusive, but an agreement was not obtained. (NRS 38.330).

1 **CERTIFICATE OF MAILING**

2 I hereby certify that on the November 19, 2018, I served a copy of the forgoing
3 SUMMARY OF MEDIATION, by first class mail in a sealed envelope with postage prepaid
4 thereon to the counsel of record and/or the person(s) named below:

5
6 Nevada Real Estate Division
7 Office of the Ombudsman
8 3300 W. Sahara Ave. Ste 325
9 Las Vegas, NV 89102

10 Nona Tobin
11 2664 Olivia Heights Ave.
12 Henderson, NV 89052

13 Kaleb Anderson, Esq.
14 Lipson Neilson
15 9900 Covington Cross Drive Ste 120
16 Las Vegas, NV 89144

17 Steven Scow, Esq.
18 Koch & Scow, LLC
19 11500 S. Eastern Ave. #210
20 Henderson, NV 89052

21
22 DATED this 19th day of November, 2018.

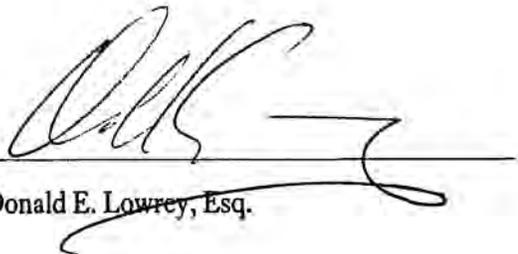
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28

Donald E. Lowrey, Esq.

EXHIBIT C

EXHIBIT C

EXHIBIT B

Statement Of Disputed Issues.

(excerpted from document to be shared with all parties)

1. Claimant believes the evidence shows that the sale did not conform to statutes and is void, and that there is no detrimental impact to SCA or Nationstar if the title is quieted to Claimant vs. Jimijack. SCA has asserted that all statutes were followed and that Nationstar would still have a claim against SCA if the sale were voided.
2. SCA failed to provide to Claimant the due process described in [NRS 116.31085](#), [NRS 116.31031](#), [CC&Rs 7.4](#) and SCA [bylaws 3.26](#), and SCA 11/17/11 [Policy Governing Process for Enforcement](#) of the Governing Documents, and SCA Board Resolution on Delinquent Assessments prior to sanctioning her by confiscating her house (ultimate sanction) for the alleged violation of the governing documents (delinquent assessments) exactly two days after that exact [due process was impeccably provided prior to a \\$25 sanction](#) for the alleged violation of dead tree.
3. Claimant asserts that SCA Board is guilty of negligent supervision of conflicted agents; and it has violated its duty of care by unlawful over-delegation of assessment collection, lack of accounting controls, and a failure to hold agents accountable for litigating claims brought against the Association for agents' misdeeds. This has caused damages to all SCA homeowners, including Claimant, and has prevented justice from being served in this case. SCA denies it.
4. Claimant asserts that SCA has been unfairly using this case to abrogate Claimant's other rights as an SCA homeowner and has created a hostile environment for her in a community where she has lived for nearly 15 years by mischaracterizing the nature of the dispute, and her role in it. SCA denies it and claims that the existence of this case has justified their action to deem her Board seat vacant and declare her ineligible to serve until this case is complete.

Proposed Resolution

(excerpted from document to be shared with all parties)

1. SCA Board voids the sale as part of this mediation agreement on the basis of SCA former Agents' failure to follow NRS 116.3116-NRS 116.31168, other statutes, SCA governing documents and Board policies.
2. SCA Board declares publicly that it did not authorize, and it does not condone, its former agents unjustly profiting from the foreclosure of 2763 White Sage Drive, or any other SCA property, by improper accounting, charging fees in excess of the legal limit, failing to offer the owner due process required by law, and failing to distribute the proceeds from the sale as required by NRS (2013) 116.31164(3)(c) .
3. The former agents, not SCA owners, will be required to bear the entire cost of this dispute, including Claimant's legal fees and other costs, and for any other litigation related to pre-2016 foreclosures.
4. SCA Board confirms that \$2,701.04 credited to SCA on August 27, 2014, in the SCA Resident Transaction Report was accepted as payment in full for the Gordon B. Hansen account, and that SCA does not have any financial interest in the property, and neither loses nor gains financially from voiding the sale.
5. SCA Board declares, and Claimant concurs, that voiding the sale does not diminish Nationstar's rights to pursue its claims to a security interest nor does voiding the sale grant to Nationstar any beneficial interest in the Western Thrift First Deed of Trust that Nationstar cannot prove existed before the sale.
6. SCA Board declares that neither the Association nor any current or former Board member received any funds, nor otherwise benefitted in any way, from its former Agents' failure to distribute the proceeds in the manner prescribed by law.
7. SCA Board agrees to establish an Owner Oversight Committee for Debt Collection in order to prevent the cost of collections continuing to exceed the amount collected and to prevent the Association from being party to abusive collection or foreclosure practices.

Why SCA cannot say “yes” to voiding the sale even if facts are on my side

The purpose of this confidential memo is to provide context for mediation that I don't want to share with the attorneys because my only hope is to get RRFS to feel like it is more in their interest to void the sale than not.

My total goal in this mediation is to void the sale and unwind title back to the GBH Trust.

I hope that my formal statement of the issues, sent by separate email to all parties, will show that I have enough evidence for my claim that the sale was defective to prevail at trial. After reading all this, I think it should be hard for anyone to think that a person this attentive to detail would let the house be sold for pennies on the dollar if she had thought in a million years that was what RRFS would, or even could, do.

I also hope it convinces the SCA attorney there is benefit for his client, SCA, if he fails to require RRFS pay the litigation costs in all seven cases that were caused by RRFS' method for conducting foreclosures in 2014.

A-15-720032.	Jimijack Irrevocable Trust v. BANA, N.A. & SCACAI,
A-14-707237-C	LN Management LLC series Pine Prairie v. Deutsche Bank
A-15-711883-C	My Global Village LLC v BAC Home Servicing
A-15-724233-C	TRP Fund IV LLC v Bank of Mellon et al
A-14-702071	Citi-mortgage, Inc v. SCA, (SCA paid \$55K to settle in 2017)
2:17-cv-1800-JAD-GWF	FNMA v SCACAI
2:17-cv-02161-APG-PAL	Bank of NY Mellon v. SCACAI
A-16-735894-C	TRP FUND IV v. HSBC Bank

Why SCA is spending so much on attorneys to shut me up

The table below shows my interaction with SCA over the past 2 ½ years since I first tried to get them to pay attention to how agents that are supposed to be fiduciaries are actually taking advantage of homeowners. My reward has been for them to try to bury me in legal fees, ruin my reputation, and kick me off the Board by deeming my position vacant declaring that the existence of this case means I could hypothetically make a profit off serving on the Board and am therefore ineligible until all appeals to the litigation are done.

It is very much in the interest of a majority of the Board to keep me from being able to compete in next year's election (5 of 7 seats are open). The trial is scheduled for May 28, 2019, and that blocks me until at least 2020.

I don't expect any of these issues to be dealt with in this mediation or for you to even click on the many live links. I just think you need to be aware how significant the disputes are between us and the incredible expense SCA "powers that be" are going to use this quiet title case to crush me and keep me out of SCA politics.

No help from regulators

As you can see in the table, NRED and Nevada Bar Counsel do not reliably protect the public by holding licensees to even a minimal legal standard. Administrative enforcement by NRED is so lax that they appear to be complicit with Community Association Institute (CAI), trade association for managers, attorneys and other agents, rather than acting to serve the public interest.

Their ineffectiveness enables SCA to continue their style of response to owner complaints: [DARVO](#): Deny, Attack, and Reverse Victim and Offender.

Thank you very much for your consideration and assistance.

Nona Tobin 

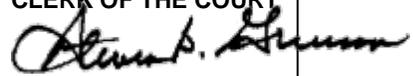
Dated: ~~November 5, 2017~~

	<u>What I say</u>	<u>What SCA says</u>
Mid-2016	To CAM: There are two lawsuits on my late fiancé's house, but I want to talk to the BOD before intervening. Your agents are stealing. Sold \$400K house without notice. Kept \$60K of proceeds that belonged to me if not Nationstar.	CAM: silence BOD President: silence.
Sept. 2016	I request a copy of the letter about dead plants at my fiancé's house or at least the form letter you use for enforcement	Get a court order
Dec. 2016	To: President, I am now a defendant in intervention. I want to talk to the BOD . This can't be the only house they did this to.	No. You can't talk to the BOD . Talk to the attorney
Jan. 2017	Rethink the debt collection process . Alessi & Koenig dissolved their LLC, defaulted on \$614K bid rigging judgment, are being sued in 500 of 800 HOA foreclosures they did, filed for chapter 7 bankruptcy	No response to me or any public acknowledgement of issue. Issued an RFP for a new legal counsel
Feb 2017	Filed a cross-claim against SCA to void the sale for statutory noncompliance and accuse agents of conducting a non-arms-length sale	SCA did not answer the complaint. Filed two motions to dismiss because I was a pro se and for NRS 38.310
Feb 2017	I filed to be a candidate for the BOD and fought with CAM over the wording of my disclosure.	CAM: you can't run unless you claim that this lawsuit is a conflict. Leach attorney letter : She can run but can't say certain words in disclosure
March	To Attorney Leach/Anderson: let's get the SCA out of this and settle at no cost to SCA	Leach attorney: ok to settlement talks CAM: Changed attorney to Lipson/Ochoa who Ochoa: NO to settlement talks : 1. Your claims are like Nationstar's. 2. Besides you're practicing law without a license and 3. your claims need to go to mediation
April	On campaign website : 1) past BOD meets too much in secret; 2) GM shouldn't have been paid \$250K when Summerlin hired GM for \$150K; 3) BOD shouldn't have increased dues 10% after giving GM a \$20K bonus after FSR only gone for six months; 4) BOD needs to be transparent, 5) need better internal accounting controls, 6) stop abusive collection practices; 7) more owner oversight 8) why lawsuit is not a conflict	Two incumbent candidates: Nona shouldn't be allowed to run for the BOD because she's suing the association. Besides her experience means nothing because she's never been on any SCA committee before. The GM is worth \$100K over market, the recruiter told us so. Nona's expertise in compensation is probably phony and we know better. We can't read her explanation about the lawsuit because it's a matter before the BOD where she could make a profit.
	I begged the BOD not to select a new attorney until the new BOD was seated because SCA overuses attorneys to the detriment of owners.	Despite the BOD agenda action to hire legal counsel , Clarkson contract approved to be both legal counsel and debt collector.
May	I was elected to BOD with 2001 votes and replaced incumbent Carl W.	Rex had 1770 votes and a voting block of 4 votes to prevent me from even running to be an officer.

May 25	<p>I requested collection files as something might need be turned over to the bankruptcy court because A & K was claiming all the client trust funds were gone.</p> <p>I signed the over-broad recusal letter to stay out of collections matters.</p>	<p>I was not given the Board book or anything related to the Alessi collection files. I was ordered out of my first executive session, so they could discuss how to handle my conflict due to this case.</p> <p>There was unanimous vote to require me to recuse myself from all SCA collection matters regardless of whether they were totally unrelated to my case.</p>
May 25	<p>My new attorney represented me in court while I was at the SCA executive session and withdrew my motion to void the sale and accepted that all claims were to be dismissed except quiet title per NRS 38.310 Link to court minutes</p>	<p>Ochoa was to write up the order of this hearing, but did not file it until 9/20/17, one month after they kicked me off the BOD on the pretext that this quiet title litigation disqualifies me to serve on the BOD.</p>
June	<p>I made multiple proposals to the BOD to form owner oversight committees for personnel/compensation, debt collection, investments, communications</p> <p>I began researching market studies of HOA executive compensation</p>	<p>All died without a second or were unanimously voted down.</p> <p>Rex told me I was not authorized to study the GM's comp, that it had been a decision of a prior BOD, and he would not allow me to see the records of a prior BOD's analysis.</p>
July	<p>Petitions were being circulated for a vote of no confidence in the GM & to recall the four incumbents who had been on the BOD when the GM was hired at such a ridiculous pay level. As the liaison to the Election Committee, I told the GM that she, the CAM, the attorney and the BOD Pres should stop interfering with the recall process.</p>	<p>The GM ignored me.</p>
	<p>I requested records that as a Director I had an absolute right to see.</p> <p>I filed a form 781 complaint with NRED about their concealing and withholding documents.</p>	<p>Clarkson prohibited me from seeing any SCA records unless he approved it despite this being a direct violation of SCA bylaws 6.4.</p> <p>Clarkson sent me an "attorney-client" cease & desist letter threatening me if I kept asking for records that I could use to make a profit on from this case approved at a secret meeting of the other six directors.</p>
	<p>I filed a request for independent oversight of the recall petition and election process to the Ombudsman.</p>	<p>The Ombudsman said he couldn't do anything unless I filed an intervention affidavit.</p>
August	<p>I told the election committee that they needed to not let management, or the attorney interfere with the recall election</p>	<p>An anti-recall advocate told the Election Committee that I had released confidential Board info and got them to vote to have me removed as liaison because I MIGHT release something confidential of theirs.</p>
8/10	<p>I served a notice of intent on the BOD, the GM, the CAM to file an intervention affidavit (IA) for harassment and retaliation.</p>	<p>Refused to let me, a director, put it in the BOD packet, even in two-page summary, despite NRS 116.31187.</p> <p>Clarkson called it a "demand letter for money damages" and combined with the case cause to remove me from the BOD.</p>
8/11	<p>I served a notice of intent on the GM, the CAM to file a form 514A for working without a management agreement, concealing records, and generally jerking me around</p>	<p>No answer.</p>
8/16	<p>I served on Clarkson a notice of intent to file a complaint against him to the disciplinary panel of the bar.</p>	<p>No answer.</p>

8/11	I told the Election Committee to protect the integrity of the recall election process	Clarkson sent me a second cease & desist letter based on my having criticized the GM in my confidential email to the Election Committee about election interference.
8/12	I demanded to know who authorized Clarkson to write me another cease & desist letter	No answer
8/12	After I heard that the recall petitions had been submitted, I demanded to know why there had been no official notice to the BOD and why I, as the Election Committee liaison, was particularly excluded	No answer from management, only got one from Rex, a subject of one of the petitions, who said NRS didn't require there to be any notice to the directors who were not being recalled
8/16	I tried to put my concerns on the BOD agenda for 8/24, but it was a fight	Agenda of my item was deliberately insulting and called me "unit owner" not "director". The agenda included kicking me off as the liaison to the election committee.
8/22/17		Clarkson sent me four near identical letters denying access to records note the bolded text related to this case. <i>"Where a Director requests to review Association records including tax records, the Director must do so in good faith and in pursuit of the best interest of the Association. The totality of your actions that have occurred since you were elected to the Board do not evidence a good faith desire or that your requests for records are in pursuit of the best interest of the Association. Rather, your actions evidence your desire to: 1) do whatever is necessary to prove your personal theories regardless of the liabilities you may subject the Association to pursuant to your position as a Board Member; 2) unilaterally control the Board by imposing your will upon the remaining Board Members in complete disregard of the opinions and decisions made by the Board; 3) supplant any and all professional advice received by the Association with your own professed expert opinion; and 4) to pursue your continuously made and frivolous allegations of corruption and fraud, upon which no basis has been found, and upon which you seek to establish in the litigation against the Association in which you maintain an an interest.</i>
8/24 AM	Executive session which I thought was to be about my complaints, but which turned out to be their ruse since they had already decided to respond to my complaints by kicking me off the BOD.	GM and attorney were not required to leave the room. Other directors were outraged that I was complaining and would not discuss the merits of my complaints. I was told to leave the meeting about 10:30 so they could discuss with <i>their</i> attorney how to respond to my complaints.
8/24 1:20 PM	I walked into the BOD room for the open meeting with prepared remarks to try to be as gracious as possible about being removed from the Election Committee (I didn't know at the time that it was because of the false accusation of divulging confidential info).	In front of 100+ people the V-P handed me a Clarkson letter removing me from the BOD , effective immediately, SCA's only response to my NOIs aka "demand letters". Clarkson would not explain to the crowd why, but they published on 8/29 that it was because I had put matters before the BOD from which I could make a profit and so they deemed by position vacant by operation of law.

		At the meeting Clarkson removed the Election Committee from their chartered duties over the recall election without any formal action by the BOD , hired a CPA to send out ballot that many people threw away as junk mail, at an unbudgeted cost of nearly \$100K.
9/2/	I asked a friend to mail the complaint against Clarkson to the Nevada Bar for me since I was leaving for a planned vacation in Hawaii. In the packet were also three NRED IAs for 1) harassment & retaliation, 2) recall election interference, and 3) unlawfully removing me from the BOD	In less than five working days, the NV Bar rejected the complaint - no clear and convincing evidence.
9/2	I gave the three IAs and the Form 514A along with a binder of several hundred pages of documentation to be hand-delivered to NRED (the person delivering it was a former member of the CIC commission.	NRED would not accept the IAs because they were signed as declarations per NRS and not 53.045 under penalty of perjury and were not notarized, but then after I submitted notarized IAs , they were acknowledged by email, but never gave me an official notice or even the case number
Sept	I complained to NRED because SCA never responded to my demands for documents,	Clarkson supplied a binder of nonresponsive materials
Sept 2017	Early case conference call	Ochoa finally filed the order from the 5/25/17 hearing to dismiss my claims per NRS 38.310
October 2017	I provided more documentation to NRED about the unlawful nature of removing me from the BOD on	Noted and filed
January 2018	Filed another affidavit to NRED because Clarkson refused to allow me to get a copy of the employee salary table for 2018	Clarkson revised the Election manual to say that even disclosing litigation was insufficient. It was disqualifying for the Board.
February 2018	I applied for the BOD and appealed when rejected by Rex.	Clarkson wrote me another letter and the Election Committee treated me like I was a monster for daring to come to a meeting.
April 2018	Joint Case conference meeting	4/20/18 Ochoa finally files an answer my 2/1/17 cross claim with only blanket denials.
May	Initial disclosure for discovery	Ochoa only puts one thing on his privileges log my late fiancé's death certificate
June	I met with the NRED Chief Compliance Officer and asked him why they have never answered my complaints or even told me the case numbers	No answer to my follow-up email
August	After receiving NRED's highly unsatisfactory response, I quit writing my blog, SCAstrong.com , stopped going to BOD meetings, and filed a claim for mediation in this case ADR 19-27.	NRED, conflated all my complaints, but one (unspecified) into one perfunctory dismissal which misunderstood the facts, misapplied the law, and blocked serious issues like election interference and tampering with the composition of an HOA BOD, from being heard by the CIC commission.
October 25	I have received no notice from NRED about what the one issue was that was not included in their otherwise-blanket dismissal of my complaints.	It was announced at the BOD meeting that NRED had dismissed my one open complaint and that it was awful how they had to spend \$25,000 to attorney's to answer my frivolous complaints this year.



1 **OPPC**

2 NONA TOBIN
3 2664 Olivia Heights Avenue
4 Henderson NV 89052
5 Phone: (702) 465-2199
6 nonatobin@gmail.com

7 *Defendant-in Intervention/ Cross-Claimant*
8 *In Proper Person*

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

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

15 vs.

16 BANK OF AMERICA, N.A.,
17 Defendant.

18

NATIONSTAR MORTGAGE, LLC,
19 Counter-Claimant,

20 Vs.

21 JIMI JACK IRREVOCABLE TRUST;
22 Counter-Defendant

23

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

26 Cross-Claimant,

27 vs.

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

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

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

HEARING REQUESTED IN
CONJUNCTION WITH HEARING FOR
NATIONSTAR MSJ SCHEDULED:

APRIL 23, 2019 9:30 AM

HEARING: APRIL 23, 2019 9:30 AM

1
2 Defendant in Intervention/Counterclaimant, Nona Tobin, an Individual, (Tobin), appearing
3 In Proper Person, opposes Nationstar Mortgage's (NSM's) Motion for Summary Judgment (MSJ)
4 against Joel and Sandra Stokes, Individuals and as Trustees for Jimijack Irrevocable Trust
5 (Jimijack) scheduled to be heard on April 23, 2019 @ 9:30 AM.
6

7 Tobin's opposition seeks to demonstrate to the Court that NSM is abusing this HOA
8 foreclosure dispute adjudication process to circumvent Nevada's anti-foreclosure fraud laws.
9 Tobin will show the Court that NSM's claims to own the beneficial interest of the disputed Deed
10 of Trust are provably false.
11

12 Tobin requests that her opposition to NSM's receiving quiet title without proving its
13 ownership of the note be heard at 9:30AM on April 23, 2019 simultaneously with NSM's MSJ
14 against Jimijack and Tobin's MSJ against Jimijack presented herein.
15

16 **MEMORANDUM OF POINTS AND AUTHORITIES**

17 **I. INTRODUCTION**

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

22 Tobin's counter motion seeks to quiet title in her favor against Jimijack, on different
23 grounds, i.e., Tobin's March 28, 2017 deed has priority over Jimijack's inadmissible deed,
24 recorded June 9, 2015. Tobin respectfully requests that the Court consider Tobin's counter
25 motion against Jimijack in conjunction with NSM's motion and Tobin's opposition to NSM on
26 April 23, 2019 at 9:30 AM.
27
28

1 **II. RECENT PROCEDURAL HISTORY**

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

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

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

11 4. Tobin’s also opposed the Nationstar Joinder as

12 a. its claim was not based on any actual knowledge or evidence,

13 b. it misleads the court to think that Nationstar’s claim to own the beneficial interest
14 in the DOT is undisputed,

15 c. Nationstar’s, and its predecessor BANA’s, mortgage servicing abuses
16 unreasonably prevented four arms-length sales to bona fide purchasers and the abuses
17 of both servicing banks were the proximate cause of the unnecessary HOA foreclosure
18 and assessments not being paid out of escrow as Tobin had instructed.

19 5. On March 14, 2019, Tobin filed a complaint with the NV Attorney General alleging that
20 this case is illustrative of a scam being perpetuated by unscrupulous HOA debt collectors, “vulture
21 investors, and mortgage servicing banks, and/or their attorneys for their own unjust enrichment
22 at the expense of HOAs and HOA members.

23 6. On March 18, 2019, Nationstar suddenly filed a three-day Notice of Intent to take default
24 against Plaintiff Jimijack if Jimijack didn’t answer Nationstar’s nearly three-year-old August 2,
25 2016 counter-claim for quiet title within three days.

26 7. On March 21, 2019 filed a motion for summary judgment against Jimijack on the basis
27 that it is undisputed that SCA rejected BANA’s May 9, 2013 tender of the super-priority amount
28 of \$825 for nine months of delinquent assessments.

1 8. On March 26, 2019, a hearing was held on SCA’s MSJ and NSM’s Joinder against Tobin.

2 9. Tobin’s opposition to SCA’s MSJ, filed March 5, 2019 by the Gordon B. Trust attorney,
3 Joe Coppedge, was not considered at the March 26, 2019 hearing as the Court had entered a
4 minute order of default against Tobin at approximately the same hour the opposition was filed.

5 10. The March 5, 2019 minute order of default was vacated at the March 26 hearing.

6 11. The March 26 hearing resulted in a ruling on SCA’s MSJ against Tobin without Tobin’s
7 counsel having timely placed before the Court any of Tobin’s arguments or pleadings in
8 opposition.

9 12. Nona Tobin, an Individual, filed a Notice of Appearance In Proper Person, on April 9,
10 2019.

11
12 **III. OTHER PROCEDURAL HISTORY SHOWS NSM'S TACTICS**

13 13. June 16, 2015 Jimijack v. BANA & SCA was case A-15-720032-C

14 14. On October 16, 2015, an order entered for judgment of default against BANA

15 15. January 11, 2016 NSM v. Opportunity Homes LLC was filed as A-16-730078-C

16 16. Opportunity Homes LLC never answered NSM’s A-16-730078-C complaint

17 17. On April 12, 2016 NSM filed a motion to set aside default judgment against BANA,
18 substitute as real party in interest, and to intervene on A-15-720032-C.
19

20 6. On June 7, 2016, an order was entered denying NSM’s motion to set aside the default
21 and substitute parties, but that did grant NSM’s motion to intervene stating

22 *The court finds that at the time this action was commenced, there was an assignment of the*
23 *deed of trust at issue in the chain of title to the property in dispute* allowing that Nationstar
24 Mortgage, LLC claims some right, title or interest in and to the property arising from the deed
of trust.

25 7. The June 7, 2016 order did not create for NSM any “right, title or interest in and to the
26 property arising from the deed of trust” that NSM does not otherwise have in law.
27
28

1 8. It merely states that NSM “claims some right, title or interest in and to the property arising
2 from the deed of trust”

3 9. NSM has not disclosed any undisputed document that proves .it actually has any “right,
4 title or interest in and to the property arising from the deed of trust”

5 10. When the two cases were consolidated, NSM filed an answer and counterclaim against
6 Jimijack on August 2, 2016.

7 11. Jimijack didn’t answer NSM’s 8/2/16 counter-claim until 3/25/19.

8 12. NSM never filed TDN Notice of Intent to take default against Opportunity Homes

9 13. NSM added F. Bondurant, LLC as a party by just adding it in the caption.
10

11 14. F. Bondurant did not answer NSM.
12

13 **IV. ARGUMENT**

14 **A. Tobin opposes NSM bid for quiet title for the following reasons:**

15 13. NSM should not be rewarded for being the proximate cause of the HOA foreclosure sale
16 and then using the dispute over the sale to obfuscate that DOT assignments recorded post-sale
17 were false, and possibly felonious, claims against title.

18 14. Servicing bank, NSM, and its predecessor Bank of America (BANA), subjected Tobin to
19 abusive collection practices for several years, including blocking four legitimate arms-length
20 sales of the property, taking possession in 2013 without foreclosing, and refusing to identify the
21 beneficiary of the deed of trust.

22 15. Both NSM and BANA prevented Tobin paying the total amounts claimed by the HOA
23 out of any of the escrows opened for these four arms-length for fair market purchase offers from
24 bona fide purchasers.

25 16. Both BANA and NSM have recorded false and unauthorized claims to own the beneficial
26 interest of the deed of trust.

27 17. The procedural history of the consolidated cases, A-16-730078-C and A-15-720032,
28 shows that NSM is abusing the current HOA foreclosure dispute as a means to gain standing to

1 foreclose without meeting the rigorous standards of AB 284 (2011).

2 18. If the Court awards NSM's MSJ v. Jimijack, NSM gets a nearly \$400,000 windfall by
3 evading the legal obligations of NRS 107 to prove that it has possession of the original promissory
4 note signed by Gordon Hansen in 2004.

5 19. NSM's own disclosures show NSM does not hold the original promissory note.

6 20. NSM0258 is a copy of the promissory note.

7 21. Absent physical possession the original note, Nationstar cannot claim it is the noteholder
8 any more than Tobin could claim that some debtor owed her money if she held only a **copy** of
9 that debtor's I.O.U. to a third party, particularly if that **copy** of the note was endorsed to multiple
10 other parties, but was never endorsed to Tobin or to whoever Tobin said gave it to her.

11 22. NSM059 shows undated, unrecorded endorsements of the **copy** of the promissory note to
12 third parties with no unbroken chain of title to either BANA or NSM.

13 23. NSM's responses to Tobin's ROGGs and RFDs concealed multiple records that prove
14 NSM was only authorized to function as the servicing bank, is not the noteholder and does not
15 legally own the beneficial interest of the deed of trust.

16 24. Forrest Barbee, Berkshire-Hathaway Home Services (BHHS) enabled NSM to perpetuate
17 this fraud by failing to produce the records Tobin subpoenaed from EQUATOR, BANA's and
18 NSM's electronic filing system that tracks communications between the listing agent, the
19 servicing bank, and the "Investor", i.e., noteholder/beneficiary.

20 **B. Tobin's earlier arguments were not placed before the court.**

21 25. See Exhibit A for the "Declaration of Nona Tobin in Opposition to Nationstar's Motion
22 for Summary Judgment" that Tobin prepared and signed on March 22, 2019 that counsel
23 refused to file, but that Tobin will now file as a Pro Se.

24 26. See Exhibit B Tobin's March 14, 2019 filing with the Nevada Attorney General that
25 includes the following statement of this case:

26 The civil action is A-15-720032-C. Three parties are competing for quiet title
27 following a disputed 8/15/14 HOA foreclosure sale. I became the Trustee of
28 the Gordon B. Hansen Trust, former owner of the property, when Gordon
Hansen died on 1/14/12. Nationstar, the respondent in this AG complaint is

1 lying to the court in its claims to own the beneficial interest of the Western
2 Thrift & Loan deed of trust executed by Gordon Hansen on 7/15/04, and they
3 are trying to get quiet title through this HOA foreclosure action by claiming I
4 don't have standing to introduce evidence of Nationstar's fraud unless the court
5 first invalidates the HOA sale. This is an underhanded legal trick. If I don't
6 have standing until I prove the HOA sale was statutorily-noncompliant, then
7 Nationstar does not have standing because its claims to own the underlying
8 note are provably false.

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

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

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

26 In my view, were Nationstar's fraud to succeed, Nationstar has caused me
27 damages equal to the current value of the property, 2763 White Sage, (APN
28 191-13-811-052), approximately \$500,000. Further, any future Nationstar
foreclosure involving a credit bid, even if I am bumped out of the quiet title
case, would be tantamount to a theft of \$389,000, the unpaid balance of the
DOT.

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

The AG needs to be aware that the fraud that I uncovered over the past four
years has been difficult to discern as the guilty parties have aggressively sought
to evade detection. The statute of limitations is undoubtedly going to run out
on these other cases, but I have research on several dozen HOA foreclosures
that I request the AG review for possible criminal charges.

1 27. See Exhibit C for Tobin's Motion for Summary Judgment against NSM, submitted as a
2 draft to the Attorney General, but not filed into this case by Tobin's counsel.

3 28. See Exhibit D, a second drafted, but unfiled Motion for Summary Judgment intended by
4 Tobin to be heard on March 26 as a counter motion for summary judgment against SCA.

5 29. Without these arguments being placed before the Court, Tobin's claim that actions taken
6 by the SCA Board in secret are voidable.

7 30. The Court could not understand the significant differences between Tobin's claims and
8 those of a typical HOA foreclosure dispute.

9
10 **V. LEGAL STANDARD**

11 **A. NSM did not meet its burden that there are no issues of material fact disputed that**
12 **would warrant it being granted a Motion for Summary Judgment against Jimijack, and in**
13 **effect, against Tobin.**

14 1. "Substantive law controls which factual disputes are material and will preclude
15 summary judgment; other factual disputes are irrelevant." *Wood v. Safeway, Inc.*, 121
16 Nev. 742, 7 11121 P.3d 1026 (2005), citing *Anderson v. Liberty Lobby, Inc.*, 477
17 U.S. 242, 106 S.Ct. 2505 (1986).

18 2. "A factual dispute is genuine when the evidence is such that a rational trier of fact could
19 return a verdict for the non-moving party." *Wood*, citing *Matushila Electric Industrial*
20 *Co. v. Zenith Radio*, 475 U.S. 574, 106 S.Ct. 1348 (1986).

21 3. The moving party may have the initial burden of identifying the portions of the
22 materials on file that they believe demonstrate the absence of a genuine issue of material
23 fact.

24 4. The non-moving party may not rest upon general allegations and conclusions, but
25 must use "admissible evidence" to show the existence of a genuine factual issue. The
26 non-moving party "is not entitled to build a case on the gossamer threads of whimsy,
27 speculation and conjecture." *Posadas v. City of Reno*, 109 Nev. 448, 851 P.2d 438 (1
28 993), citing *Collins v. Union Fed. Savings & Loan*, 99 Nev. 284, 662 P.2d 610 (1983).

1 5. See also: N.R.C.P. 56(e); *Van Cleave v. Kielz-Mill Minute Marl*, 97 Nev. 414, 633
2 P.2d 1220 (1981), citing *Thomas v. Bokelman*, 86Nev. 10, 462 P.2d 1020 (1970): "The
3 opponent must nevertheless show he can produce evidence at trial to support his claim."

4 6. The "'slightest doubt' standard previously used in Nevada's summary judgment
5 law"was also rejected by *Wood v. Safeway, Inc.*, 121 Nev. 724 12 1 P.3d 1026 (2005), which
6 adopted the summary judgment standard employed by the federal courts in *Anderson*
7 *v. Liberty Lobby, Inc.*, 477 U.S. 242, 106 S.Ct. 2505 (1986), *Celotex Corp. v.*
8 *Catrett*, 477 U.S. 317, 106 S.Ct. 25 112548 (1986) , and *Matsushita Electric*
9 *Industrial Co. v. Zenith Radio*, 475 U.S. 574, 106 S.Ct. 26 11348 (1986).

10
11 **B. NSM must comply with Nevada legal framework defining how lenders establish**
12 **standing to foreclose vs. gaining title by tricking Judge Kishner.**

13 1. AB 284 (2011) was Nevada's anti-foreclosure fraud law. specifies duties of the trustee;
14 assignments not effective unless and until recorded; notarized affidavit under penalty of perjury
15 that the lender or trustee is in actual possession of the note; civil penalties for mortgage lending
16 fraud.

17 1. See Exhibit for Assemblyman Marcus Conklin's March 31, 2011 summary of the
18 legislative changes.

19 2. See Exhibit for the 2011 Legislative Digest mark-up of specific wording changes to NRS
20 Chapter 107 regarding Deeds of Trust and NRS Chapter 205 regarding Crimes Against Property.

21 3. Note that in addition to the criminal penalties associated executing or notarizing a false
22 claim to title that might apply to persons who executed or notarized Jimijack's deed or the April
23 4, 2012 DOT assignment to BANA (NRS 205.395), there is an additional penalty for lenders that
24 have engaged in a pattern of deceit in false representations to title (NRS 205.372).
25
26

27 **C. Other relevant laws that were ignored to Tobin's detriment**
28

1 1. [SB 321 \(2013\)](#) Nevada Homeowner Bill of Rights – prevention of “dual tracking”
2 that prohibited lenders from both engaging with the owner to seek foreclosure alternatives, e.g.,
3 short sale, loan modification, and filing a notice of default and intent to sell. *BANA and NSM*
4 *blocked closing on four escrows thereby preventing the HOA being paid, did not accept title when*
5 *a deed in lieu was offered, but took possession unilaterally without foreclosing, i.e., locked Tobin*
6 *out, but left the liability with her, and did not publish a notice of default and intent to sell for over*
7 *two years.*

9 2. NRS 116.31162 (6) prohibits an HOA from foreclosing if a lender has already published a
10 notice of default and intent to sell. *How this scam works: If either or BANA or NSM actually had*
11 *standing to foreclose, the legal way to initiate that process is through publishing publish a notice*
12 *of default and intent to sell. By not doing so, the banks servicing a loan that had been securitized*
13 *out of existence sent a strong signal to SCA’s debt collector and real estate speculators in the know*
14 *that 2763 White Sage Drive was a prime target to snap up at a “public” auction for pennies on a*
15 *dollar. NSM just had to let Jimijack collect rent for five years without paying on a note, file a*
16 *bunch of fake claims post-sale against the title, claiming to be the undisputed owner of the note.*

19 3. 12 CFR1026.39 Mortgage transfer disclosures - Truth in Lending (TILA) requires the
20 owner to be told who owns the note and has authority to collect on it.

22 **VI. CONCLUSION**

24 Tobin prays the Court will not grant NSM’s motion for summary judgment against Jimijack
25 as it would be an unwitting accomplice to the perpetuation of mortgage servicing fraud through
26 abuse of the quiet title process.
27
28

1 Tobin respectfully prays the Court to ensure that Nationstar does not magically get
2 ownership of an approximately \$400,000 note without proving it owns it.

3
4 Further, if this matter goes to trial, Tobin prays the Court will compel Nationstar to disclose
5 documents withheld from Tobin in discovery that clearly establish the falsity of its claims.

6 

7
8 _____
9 NONA TOBIN
10 2664 Olivia Heights Avenue
11 Henderson NV 89052
12 Phone: (702) 465-2199
13 nonatobin@gmail.com
14 *Defendant-in Intervention/ Cross-Claimant*
15 *In Proper Person*

16
17
18
19
20
21 **TOBIN MOTION FOR SUMMARY JUDGMENT AGAINST JIMIACK**

22 Defendant in Intervention/Counterclaimant, NONA TOBIN, AN INDIVIDUAL, In
23 Proper Person, moves for summary judgment on Joel A. Stokes' and Sandra F. Stokes', as
24 trustees of the Jimijack Irrevocable Trust (Jimijack) on her counterclaim for quiet
25 title/declaratory relief.

26
27
28 **MEMORANDUM OF POINTS AND AUTHORITIES**

I. INTRODUCTION

Tobin moves the Court to grant Summary Judgment in Tobin's favor against Jimijack for these reasons:

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

1 **II. STATEMENT OF UNDISPUTED FACTS**

2 **A. Sun City Anthem ownership record: Resident Transaction Report**

3 The Sun City Anthem ownership record for the property, 2763 White Sage Drive, is
4 known as the

5 “Resident Transaction Report
6 SUCI Sun City Anthem Community Association
7 Date 01/01/2000-04/01/2016”

8 7. Page 1337 (TOBIN000113) of the Resident Transaction Report identifies Jimijack as the
9 second owner of the Property, “Res ID 0480 02”, effective 9/25/14.

10 8. Page 1337 (TOBIN000113) of the Resident Transaction Report has an entry showing that
11 Jimijack paid a new owner “Account setup fee Resal” on setup fee of \$225.00 on 9/25/14.

12 9. The complete ownership record of the Property from “Date 01/01/2000-04/01/2016”,
13 Pages 1334 through 1337 (TOBIN00110 - TOBIN00113) contains no entry that identifies Thomas
14 Lucas, or Opportunity Homes LLC, alleged purchaser at the 8/15/14 SCA foreclosure sale, as ever
15 being an owner of the Property.

16 10. The complete ownership record of the Property from “Date 01/01/2000-04/01/2016”,
17 Pages 1334 through 1337 (TOBIN00110 - TOBIN00113) contains no entry that identifies F.
18 Bondurant LLC, or Yuen Lee, Manager, as ever being an owner of the Property.

19 **B. Quit claim deed recorded on June 9, 2015**

20 11. NSM0189-0191 disclosed a quit claim deed, executed on 6/8/15 by Yuen Lee, which
21 purported to transfer all interest in the Property to Jimijack from F. Bondurant LLC.

22 (NSM0190) shows the notary statement

23
24 “On this 8th day of June, 2015 dis personally appear before me, CluAynne M.
25 Corwin , a notary public in and for County of Clark, State of Nevada, **did personally**
26 **appear before me the person of Thomas Lucas, Manager of Opportunity**
27 **Homes LLC, (*emphasis added*)** personally known to me (or proved to me on the
28 basis of satisfactory evidence) to be the person whose name is subscribed to this

1 Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity,
2 and that by his signature on this instrument did execute the same.

3 12. There is no entry in CluAynne M. Corwin's notary journal on 6/8/15 that she
4 witnessed anyone execute a deed transferring the Property to Jimijack.

5 13. Nona Tobin went to the office shared by Jimijack's and Yuen Lee's attorney, Joseph
6 Hong, and Peter Mortenson, supervisor of notary CluAynne M. Corwin to get a certified
7 copy of the nonexistent notary journal entry.
8

9 14. TOBIN001378-TOBIN001403 contains Nona Tobin's declaration, made under
10 penalty of perjury on 1/17/17, in preparation for submitting a complaint to the Nevada
11 Secretary of State after the conclusion of these proceedings.
12

13 **C. Tobin's recorded claims to title**

14 D. Nona Tobin, an Individual, has a valid recorded deed dated 3/28/17.

15 E. Jimijack's only deed, recorded on 6/9/15 is inadmissible as evidence as it is fraught with
16 notarial violations that rendered it legally insufficient to convey title.

17 a. There is no entry in the notary's journal that she witnessed the execution of
18 Jimijack's deed.

19 b. The notary claimed Thomas Lucas stood before her when Yuen Lee executed the
20 6/8/15 deed purporting to convey title to Jimijack.

21 F. Jimijack's recorded claim is contradicted by the HOA ownership records that say Jimijack
22 became the owner on 9/25/14 and that neither Thomas Lucas nor Yuen Lee ever owned the
23 property.

24 G. Jimijack did not disclose a written purchase agreement.

25 H. Jimijack has rented this property for close to five years without paying on the note. P1
26 footnote, 3/21/19 NSM MSJ

27 I. Nationstar will let Jimijack keep the five-years of profit if Nationstar tricks the Court into
28 awarding it quiet title by not understanding that its claims to be the noteholder are provably false.

1 1. Other parties with a previous claimed interest, i.e., Steve Hansen, Thomas Lucas,
2 Opportunity Homes, LLC., Yuen K. Lee, F. Bondurant, LLC, have all filed and recorded
3 Disclaimers of Interest in the property in 2017.

4 2. Nationstar's MSJ against Jimijack and its joinder with SCA against Tobin was a legal
5 maneuver to gain a Court order that magically gives it standing to foreclose on a \$389,000 note it
6 does not own.

7 J. On 8/27/08, Gordon B. Hansen transferred ownership of the property into the
8 Gordon B. Hansen Trust, dated 8/22/08. (TOBIN001210 – TOBIN001213).

9
10 15. On 5/23/16, Tobin recorded a Certificate of Incumbency including Gordon Hansen's
11 death certificate and a sworn affidavit, dated 6/20/14, prepared at Nationstar's request.

12 16. On 5/20/13, Nona Tobin signed a notarized Identity Affidavit, required by servicing
13 bank, Bank of America. (TOBIN 001177).

14
15 17. On 3/28/17, Nona Tobin, as Trustee, of the Gordon B. Hansen Trust, dated August
16 22, 2008, recorded and filed into this case, Steve Hansen's Disclaimer of Interest in the
17 Property and in the Gordon B. Hansen Trust.

18 18. On 3/28/17, Nona Tobin, as Trustee, of the Gordon B. Hansen Trust, dated August
19 22, 2008, transferred any and all of the Gordon B. Hansen Trust's interest in the property,
20 to Nona Tobin, an individual, (NSM 0208-0211).
21

22 **K. Jimijack's Relevant Procedural History**

23 19. Jimijack filed its original complaint on 6/16/15 against Sun City Anthem and Bank of
24 America.

25 20. Jimijack, for unknown reasons, never served Sun City Anthem.

26 21. On 2/1/17 Tobin filed an answer and counter-claim against Jimijack.

27 22. On 3/7/17 Tobin filed a TDN when Jimijack did not timely answer.
28

1 23. On 3/13/17, Jimijack answered Tobin's counterclaim, but in a perfunctory denial with no
2 specifics or evidence to support the numeric recitation of denials.

3 24. Jimijack's lack of substantive denial of Tobin's claims was brought to the Court's attention
4 by Tobin on 4/10/17 in her ROPP to SCA's Opposition to Tobin's 3/3/17 motion to void the sale.

5
6 Plaintiffs Stokes/Jimijack finally replied to Tobin's 2/1/17 counter-claim on
7 3/13/17, but only with the same unsubstantiated recitation of denials by
8 paragraph number and boilerplate affirmative defenses. The court may decline
9 to consider this reply both for lack of timeliness and for failing to meet the
10 minimum standards of local rule 2.20(i).

11 *Page 5, line 9 4/10/17 Tobin ROPP*

12 25. Jimijack did not answer Nationstar's 8/2/16 answer and counter-claim for over two years.

13 26. Nationstar filed a Notice of Intent to take Default on 3/21/19.

14 27. Jimijack answered Nationstar's 8/2/16 counter-claim on 3/25/19.

15 28. Jimijack 3/25/19 answer was perfunctory and totally lacking in substance.

16 29. On 3/21/19, Nationstar filed a Motion for summary judgment against Jimijack.

17 **I. LEGAL STANDARD**

18 **A. Summary judgment pursuant to NRCR rule 56(c)**

19 "...The judgment sought shall be rendered forthwith if the pleadings,
20 depositions, answers to interrogatories, and admissions on file, together with
21 the affidavits, if any, show that there is no genuine issue as to any material
22 fact and that the moving party is entitled to a judgment as a matter of law..."

23 30. The moving party may have the initial burden of identifying the portions of the
24 materials on file that they believe demonstrate the absence of a genuine issue of material
25 fact.

26 31. The non-moving party may not rest upon general allegations and conclusions, but
27 must use "admissible evidence" to show the existence of a genuine factual issue. The
28 non-moving party "is not entitled to build a case on the gossamer threads of whimsy,
speculation and conjecture." *Posadas v. City of Reno*, 109 Nev. 448, 851 P.2d 438 (1993),
citing *Collins v. Union Fed. Savings & Loan*, 99 Nev. 284, 662 P.2d 610 (1983).

1 32. See also: N.R.C.P. 56(e); *Van Cleave v. Kielz-Mill Minute Marl*, 97 Nev. 414, 633
2 P.2d 1220 (1981), citing *Thomas v. Bokelman*, 86Nev. 10, 462 P.2d 1020 (1970): "The
3 opponent must nevertheless show he can produce evidence at trial to support his claim."

4 B. **NRS Chapter 111 REGARDING CONVEYANCE OF REAL PROPERTY**

5 33. Deeds must conform to the standards defined in NRS Chapter 111. (NRS
6 111.105)

7
8 34. A notary as a subscribing witness must establish the identity of the person
9 whose signature is witnessed. (NRS 111.120)

10 35. Notarize the right person (NRS 111.125)

11 36. The instrument can be challenged. (NRS 111.340)

12
13 37. If challenged, "*neither such conveyance or instrument, nor the record thereof,*
14 *shall be received in evidence, until established by other competent proof.*" (NRS
15 111.345)

16 38. **NRS 111.105 Conveyances by deed.** Conveyances of lands, or of
17 any estate or interest therein, may be made by deed, signed by the person
18 from whom the estate or interest is intended to pass, being of lawful age,
19 or by the person's lawful agent or attorney, and **acknowledged or
proved, and recorded, as directed in this chapter.**

20 39. **NRS 111.120 Conditions necessary before proof by subscribing
21 witness can be taken.** No proof by a subscribing witness shall be taken
22 unless the witness shall be personally known to the person taking the proof
23 to be the person whose name is subscribed to the conveyance as witness
24 thereto, or shall be proved to be such by the oath or affirmation of a
25 credible witness.

26 **NRS 111.125 Proof required from subscribing witnesses.** No
27 certificate of proof shall be granted unless subscribing witnesses shall
28 prove: 1. That the person whose name is subscribed thereto as a party is
the person described in, and who executed the same. 2. That such person
executed the conveyance. 3. That such witness subscribed his name
thereto as a witness thereof.

1 **NRS 111.340 Certificate of acknowledgment and record may be**
2 **rebutted.** Neither the certificate of the acknowledgment nor of the
3 proof of any conveyance or instrument, nor the record, nor the transcript
4 of the record, of such conveyance or instrument, shall be conclusive, but
5 the same may be rebutted.

6 **NRS 111.345 Proof taken upon oath of incompetent witness:**
7 **Instrument not admissible until established by competent proof.** If
8 the party contesting the proof of any conveyance or instrument shall make
9 it appear that any such proof was taken upon the oath of an incompetent
10 witness, neither such conveyance or instrument, nor the record thereof,
11 shall be received in evidence, until established by other competent proof.

9 **NRS CHAPTER 240 - NOTARY PUBLICS**

10 40. The notary has to keep a journal with a specific record of every notarial act
11 performed (NRS 240.120)

12 NRS 240.120 Journal of notarial acts: Duty to maintain; contents;
13 verification based upon credible witness; copy of entry; storage; period of
14 retention; report of loss or theft; exceptions.

15 1. Except as otherwise provided in subsection 2, each notary public
16 shall keep a journal in his or her office in which the notary public shall
17 enter for each notarial act performed, at the time the act is performed;

18 (a) The fees charged, if any;

19 (b) The title of the document;

20 (c) The date on which the notary public performed the act;

21 (d) Except as otherwise provided in subsection 3, the name and
22 signature of the person whose signature is being notarized;

23 (e) Subject to the provisions of subsection 4, a description of the
24 evidence used by the notary public to verify the identification of the
25 person whose signature is being notarized;

26 (f) An indication of whether the notary public administered an oath;
27 and

28 (g) The type of certificate used to evidence the notarial act, as
 required pursuant to NRS 240.1655.

 4. If, pursuant to subsection 3, a notary public does not require a
 person to sign the journal, the notary public shall enter “known
 personally” as the description required to be entered into the journal
 pursuant to paragraph (e) of subsection 1.

 5. If the notary verifies the identification of the person whose
 signature is being notarized on the basis of a credible witness, the notary
 public shall:

1 (a) Require the witness to sign the journal in the space provided for
the description of the evidence used; and

2 (b) Make a notation in the journal that the witness is a credible
witness.

3 6. The journal must:

4 (a) Be open to public inspection.

5 (b) Be in a bound volume with preprinted page numbers.

6 7. A notary public shall, upon request and payment of the fee set
forth in NRS 240.100, provide a certified copy of an entry in his or her
journal.

7 9. A notary public shall retain each journal that the notary public
has kept pursuant to this section until 7 years after the date on which he
8 or she ceases to be a notary public.

9 41. There are penalties for notarizing a signature when the person is not there
10 (NRS 240.155).

11 NRS 240.155 Notarization of signature of person not in presence of
12 notary public unlawful; penalty.

13 1. A notary public who is appointed pursuant to this chapter shall not
willfully notarize the signature of a person unless the person is in the
14 presence of the notary public and:

15 (a) Is known to the notary public; or

16 (b) If unknown to the notary public, provides a credible witness or
documentary evidence of identification to the notary public.

17
18 **C. NRS CHAPTER 205 - CRIMES AGAINST PROPERTY**

19 42. Serious criminal penalties are possible if a person executes or notarizes an
20 instrument knowingly create a false claim of an interest in property

21
22 **NRS 205.395 False representation concerning title; penalties; civil
action.**

23 1. Every person who:

24 (b) Executes or notarizes a document purporting to create an interest
25 in, or a lien or encumbrance against, real property, that is recorded in the
office of the county recorder in which the real property is located and who
26 knows or has reason to know that the document is forged or groundless,
contains a material misstatement or false claim or is otherwise invalid; or
27 has made a false representation concerning title.

1 2. A person who makes a false representation concerning title in
2 violation of subsection 1 is guilty of a category C felony and shall be
punished as provided in NRS 193.130.

3 **II. ARGUMENT**

4 **A. Tobin deserves quiet title as Jimijack evidence of ownership is inadmissible**

5 43. Plaintiff's sole claim to ownership, an inadmissible quit claim deed, recorded June 9,
6 2015, is fraught with notary violations that rendered it void.

7 44. There is no record in the notary's journal of the Jimijack deed to document notary
8 CluAynne M. Corwin witnessed Yuen Lee, execute a deed to transfer title on June 8, 2015
9 to Plaintiff Jimijack.

10 45. Pursuant to NRS 111.345, the quit claim deed, recorded on June 9, 2015 which purported
11 to convey F. Bondurant LLC's interest to Plaintiff Jimijack is not admissible as evidence
12 to support a claim of ownership.

13 "If the party contesting the proof of any conveyance or instrument shall make
14 it appear that any such proof was taken upon the oath of an incompetent
15 witness, neither such conveyance or instrument, nor the record thereof, shall
16 be received in evidence, until established by other competent proof."

17 46. The validity of the June 8, 2015 deed is rebuttable pursuant to NRS 111.340, which states

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

22 **B. Tobin deserves quiet title as Jimijack's recorded claim of ownership is contradicted**
23 **by Sun City Anthem's ownership record.**

24 47. Joel and Sandra Stokes offered no proof to establish how Jimijack acquired the property.

25 48. Joel and Sandra Stokes offered no proof to resolve the conflict in the records.

26 49. Joel and Sandra Stokes offered no proof of the existence of a written purchase agreement.

27 **C. Nona Tobin, an Individual, is the only party seeking quiet title who has a valid deed**
28 **on record.**

1 50. Tobin's August 27, 2008 Grant Sale Bargain Deed and March 28, 2017 quit claim deeds have
2 priority over Jimijack's invalid deed.

3 51. Nona Tobin's deed, recorded on 3/28/17, is the only valid, admissible deed on record held
4 by a party to this case who is seeking to quiet title in its favor.

5 52. On March 8, 2017, Thomas Lucas/Opportunity Homes, LLC's Disclaimer of interest was
6 filed into this case.

7 53. On March 13, 2017 Yuen K. Lee/F. Bondurant, LLC's Disclaimer of Interest, filed into this
8 case.

9 54. Jimijack's deed, executed on 6/4/15 and recorded on 6/9/15, is inadmissible as evidence as
10 it did not comply with applicable NRS 111 and NRS 240 provisions.

11 55. Jimijack's 12/12/18 responses to Tobin's ROGGs did not provide any evidence to resolve
12 the conflicts in the record.

13 56. No one has taken any actions on Plaintiffs' behalf to cure the defects that rendered the
14 Jimijack deed null and void.

15 57. Tobin's ownership claim, as evidenced by a valid 3/28/17 deed, is superior to Jimijack's.

16 58. The 6/8/15 quit claim deed, recorded on 6/9/15, is Jimijack's only recorded claim to title.

17 59. Jimijack's only recorded claim of ownership is fraught with notarial errors rendering it
18 void pursuant to NRS 111.345.
19

20 60. Jimijack does not have a written purchase agreement.

21 61. Jimijack's recorded claim of ownership is contradicted by HOA records which say that
22 Jimijack became the second owner after Gordon B. Hansen on September 25, 2014.
23

24 62. Jimijack never participated in mediation as required by NRS 38. 310.
25

26
27 **CONCLUSION**

1 Tobin respectfully moves the court to award quiet title against Jimijack as Tobin's 3/28/17
2 deed takes priority over Jimijack's contradictory and inadmissible claims of ownership.

3
4 Nationstar is not prejudiced in any way by an award of quiet title to Tobin on the basis of
5 the superiority of her deed to Jimijack's.

6
7 Nationstar simply would be expected to conform to the requirements of NRS chapter 107,
8 as amended by AB 284 (2011), to establish standing to foreclose on the property rather than
9 getting an undeserved windfall through trickery and deception.

10
11 

12
13 NONA TOBIN
14 2664 Olivia Heights Avenue
15 Henderson NV 89052
16 Phone: (702) 465-2199
17 nonatobin@gmail.com
18 *Defendant-in Intervention/ Cross-Claimant*
19 *In Proper Person*
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CERTIFICATE OF SERVICE

I, Nona Tobin HEREBY CERTIFY that on this 10th DAY OF APRIL 2019 and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing NONA TOBIN'S OPPOSITION TO NATIONSTAR MORTGAGE'S MOTION FOR SUMMARY JUDGMENT AGAINST JIMJACK AND TOBIN'S COUNTER-MOTION FOR SUMMARY JUDGMENT AGAINST JIMJACK, addressed to:

Michael R. Mushkin & Associates

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Hong & Hong APLC

Joseph Y. Hong, Esq. yosuphonglaw@gmail.com

Pro Se

Nona Tobin nonatobin@gmail.com
Michael Kelley mkelley@wrightlegal.net
NVEfile nvefile@wrightlegal.net



EXHIBIT A

EXHIBIT A

1 MICHAEL R. MUSHKIN
Nevada Bar No. 2421
2 L. JOE COPPEDGE
Nevada Bar No. 4954
3 MUSHKIN CICA COPPEDGE
4 4475 S. Pecos Road
Las Vegas, NV 89121
5 Telephone: 702-386-3999
6 Facsimile: 702-454-3333
Michael@mushlaw.com
7 Joe@mushlaw.com

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

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

15 Plaintiff,

16 vs.

17 BANK OF AMERICA, N.A.

18 Defendant.

20 NATIONSTAR MORTGAGE LLC

21 Counter-claimant,

22 vs.

23 JIMI JACK IRREVOCABLE TRUST,

24 Counter-defendant.

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

Counter-claimant,

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

DECLARATION OF NONA TOBIN IN
OPPOSITION TO NATIONSTAR'S
MOTION FOR SUMMARY JUDGMENT

**DRAFTED
NOT BEFORE
CONSIDERED
BY COURT**

1 vs.

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

11 Counter-defendants.

12
13 **DECLARATION OF NONA TOBIN**

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

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

18 I am submitting the attached exhibits to dispute alleged facts in Nationstar's March 21,
19 2019 Motion for Summary Judgment.

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

21 1. I prepared the affidavit, filed September 16, 2016, in support of Nona Tobin's and Steve
22 Hansen's Motion to Intervene that was denied without prejudice (See Exhibit 1) which shows
23 my intent to address the issue of voiding the sale before I asserted claims against Nationstar.

24 2. Exhibit 2 is the January 11, 2017 order, entered on January 12, 2017, granting Nona
25 Tobin's Motion to Intervene.

26 3. Exhibit 3 is NSM 190, wherein notary CluAynne M. Corwin witnessed Yuen K. Lee's
27 signature as if Thomas Lucas stood before her.

28 4. There is no record in the notary's journal of the deed in which, notary CluAynne M.

1 Corwin documented that she had witnessed Yuen K. Lee, execute a deed to transfer title on June
2 8, 2015 to Plaintiff Jimijack.

3 5. Pursuant to NRS 111.345,. the quit claim deed, recorded on June 9, 2015 which
4 purported to convey F. Bondurant LLC's interest to Plaintiff Jimjack is not admissible as
5 evidence to support a claim of ownership.

6
7 "If the party contesting the proof of any conveyance or instrument shall make it appear
8 that any such proof was taken upon the oath of an incompetent witness, neither such
9 conveyance or instrument, nor the record thereof, shall be received in evidence, until
10 established by other competent proof."

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

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

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

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

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

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

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

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

28 //

//

1
2 **Exhibits of recorded and filed documents that refute Nationstar's claims to own the DOT**

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

9 14. Exhibit 10 is Nationstar's March 8, 2019 recorded Rescission of the disputed December
10 1, 2014 self-assignment (from BANA to Nationstar), (NSM 0409-411), that stated
11 "they nullify and invalidate the assignment to same extent and effect as though
12 the assignment had never been issued and recorded."

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

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

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

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

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

20. Exhibit 13 is the recorded Wells Fargo SUBSTITUTION OF TRUSTEE AND FULL

1 RECONVEYANCE, not include in Nationstar's disclosures, executed on March 2, 2015 by
2 Lisa Wilm, Wells Fargo Vice President Loan Documentation.

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

6 22. Exhibit 15 (NSM 258-260) is a COPY of the note which is not admissible proof that
7 Nationstar holds the ORIGINAL note. In fact, absent holding the original note, Nationstar
8 cannot claim it is the noteholder the any more than I could claim that some debtor owed me
9 money if I held only a **copy** of that debtor's I.O.U. to a third party, particularly if that copy of
10 the note was never endorsed to me.

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

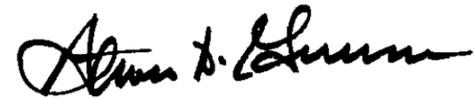
13
14 Dated the 22nd day of March 2019,

15
16 

17 _____
18 Nona Tobin

Exhibit I

Exhibit I



CLERK OF THE COURT

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

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

10 vs.

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

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

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

18 Dated this 22nd day of September, 2016.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24

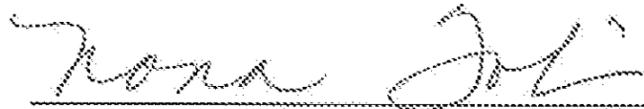
1 39. If the court invalidated the Plaintiff's interests due to the insufficiency of the
2 conveyance instrument, it is absolutely necessary that we be permitted to intervene in the case
3 to preserve our rights vis a vis Nationstar and F. Bondurant.

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

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

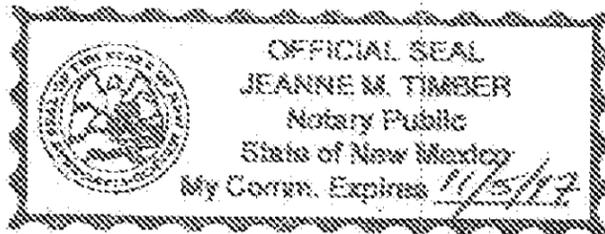
9 FURTHER, YOUR AFFIANT SAYETH NAUGHT.

10 DATED this 23rd day of September, 2016.

11 
12 _____
NONA TOBIN

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

15 
16 _____
NOTARY PUBLIC



20 County of T.H.S

Inet #: 20150609-0001537
Fees: \$15.00 N/C Fee: \$0.00
RPTT: \$1377.00 Ex: #
06/09/2015 12:58:38 PM
Receipt #: 2452609
Requestor:
ROBERT GOLDSMITH
Recorded By: ARO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

③

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

QUITCLAIM DEED

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

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

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

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

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

Signed, sealed and delivered in presence of:

Thomas Lucas
Grantor

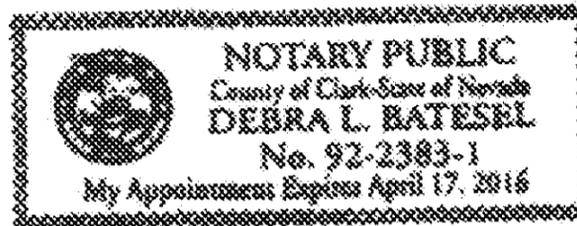
Thomas Lucas, Manager
Opportunity Homes LLC

State of Nevada }
County of Clark } ss

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

WITNESS my hand and official seal.

Signature: Debra L. Batesel



Inst #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

(3)

QUITCLAIM DEED

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

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

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

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

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

Signed, sealed and delivered in presence of:

yeun Lee
Grantor
yeun Lee Manager

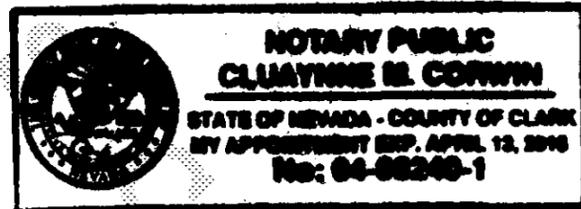
State of Nevada)

County of Clark)

) ss

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

WITNESS my hand and official seal.



Signature: CluAynne M. Corwin

No 04-08240-1
April 12, 2016

**STATE OF NEVADA
DECLARATION OF VALUE**

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

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

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

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

4. If Exemption Claimed:

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

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

Signature [Signature] Capacity: Manager

Signature _____ Capacity: _____

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

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

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

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

Irrevocable Trust

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

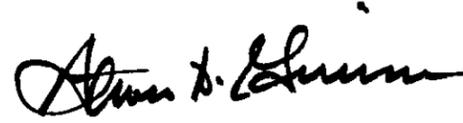
Print Name: Robert Goldsmith
 Address: 446 Beautiful Hill
 City: Las Vegas

Escrow # _____
 State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Exhibit 2

Exhibit 2



CLERK OF THE COURT

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

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

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

10 Plaintiffs,

11 vs.

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

14 Defendants.

15
16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 vs.

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

22 Counter-Defendants
23
24

Case No.: A-15-720032-C

Dept. No.: XXXI

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

Hearing date: December 20, 2016

Hearing time: 9:00 a.m.

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

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

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

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

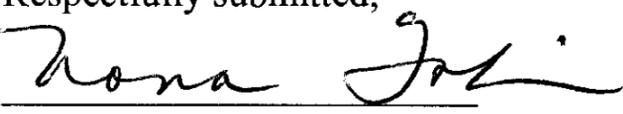
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IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Applicant Nona Tobin shall file her Counter-Claim(s) and Cross-Claim(s) ~~on or before January~~ ^{within twenty (20) days} ~~, 2017~~ ^{hereof.}
Any Cross-Claim Ms. Tobin may file against Nationstar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

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


JOANNA S. KISHNER
DISTRICT COURT JUDGE

Respectfully submitted,

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

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

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

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

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

Exhibit 3

Exhibit 3

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

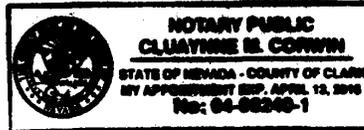
Signed, sealed and delivered in presence of:

Youn Lee
Grantor
Youn Lee Manager

State of Nevada)
County of Clark) ss

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

WITNESS my hand and official seal.

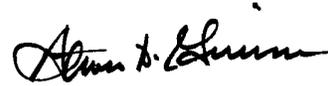


Signature: Cluayne M. Cowin

No 04-08240-1
April 12, 2016

Exhibit 4

Exhibit 4



CLERK OF THE COURT



DISI

JAKUB P. MEDRALA, ESQ.

Nevada Bar No. 12822

THE MEDRALA LAW FIRM, PROF. LLC

1091 S. Cimarron Road, Suite A-1

Las Vegas, Nevada 89145

(702) 475-8884

(702) 938-8625 Facsimile

jmedrala@medralaw.com

Attorney for Thomas Lucas and

Opportunity Homes, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

DISCLAIMER OF INTEREST

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

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

Counterdefendants,

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

Crossclaimant,

vs.

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

Crossdefendants.

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

5 DATED this 8th day of March, 2017.

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

8 /s/ Jakub P. Medrala

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

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

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

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

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

Exhibit 5

Exhibit 5



CLERK OF THE COURT

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

9 Plaintiffs,

10 vs.

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

14 Defendants.

15 NATIONSTAR MORTGAGE, LLC,

16 Counter-Claimant,

17 Vs.

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

22 Counter-Defendants

23
24 NONA TOBIN, an individual, Trustee of the

Case No.: A-15-720032-C

Dept. No.: XXXI

DISCLAIMER OF INTEREST

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

2 Cross-Claimant,

3 vs.

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

7 Cross-Defendants.

8
9 PLEASE TAKE NOTICE that Steve Hansen does not hold any interest in
10 real property commonly known as 2763 White Sage Drive, Henderson, NV 89052, APN 191-
11 13-811-052 ("the Property"); therefore, he disclaims any interest in the Property.

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

15 Dated this 28th day of March, 2017.



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

20
21 //

22 //

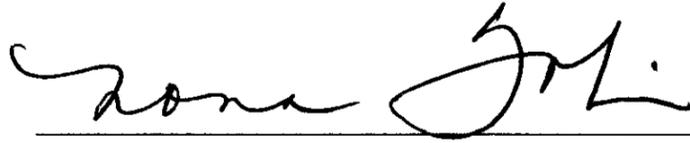
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CERTIFICATE OF SERVICE

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



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

State of California

County of Kern

Declaration of Steve Hansen

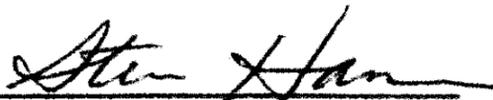
My full name is Steven Eric Hansen. I am the son of the late Gordon B. Hansen, Trustor of the Gordon B. Hansen Trust, dated August 22, 2008, as amended once on August 10, 2011.

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

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

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

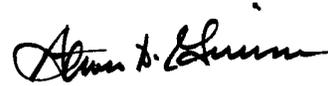
DATED this 27th day of March, 2017



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

Exhibit 6

Exhibit 6



CLERK OF THE COURT



DISI

JAKUB P. MEDRALA, ESQ.

Nevada Bar No. 12822

THE MEDRALA LAW FIRM, PROF. LLC

1091 S. Cimarron Road, Suite A-1

Las Vegas, Nevada 89145

(702) 475-8884

(702) 938-8625 Facsimile

jmedrala@medralaw.com

Attorney for Thomas Lucas and

Opportunity Homes, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

DISCLAIMER OF INTEREST

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

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

Counterdefendants,

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

Crossclaimant,

vs.

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

Crossdefendants.

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

5 DATED this 8th day of March, 2017.

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

8 /s/ Jakub P. Medrala

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

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CERTIFICATE OF SERVICE

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

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

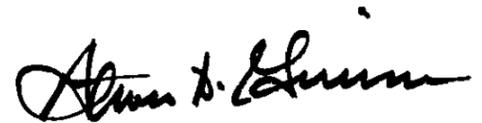
Nona Tobin
2664 Olivia Heights Avenue
Henderson, Nevada 89052
nonatobin@gmail.com

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

Exhibit 7

Exhibit 7

ORIGINAL



CLERK OF THE COURT

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

6 Attorney for Plaintiff/Counterdefendant

7
8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 JOEL A. STOKES and SANDRA F.)
11 STOKES, as trustees of the JIMI JACK)
12 IRREVOCABLE TRUST,)
13 Plaintiff,)
14 vs.)
15 BANK OF AMERICA, N.A.,)
16 et al.,)
17 Defendants.)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)
And related Claims.)

CASE NO. A720032
DEPT. NO. XXXI

DISCLAIMER OF INTEREST

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

DATED this 13th day of March, 2017.



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

1 **CERTIFICATE OF ELECTRONIC SERVICE**

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

6 **Leach Johnson Song & Gruchow**

7 Contact	8 Email
9 Patty Gutierrez	pgutierrez@leachjohnson.com
10 Terri Hansen	thansen@leachjohnson.com

11 **Leach Johnson Song Gruchow**

12 Contact	13 Email
14 Robin Callaway	rcallaway@leachjohnson.com

15 **Leach Johnson Song Gruchow**

16 Contact	17 Email
18 Ryan Reed	rreed@leachjohnson.com
19 Sean Anderson	sanderson@leachjohnson.com

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

21 Contact	22 Email
23 Darnell Lynch	dlynch@lipsonneilson.com
24 David Ochoa	dochoa@lipsonneilson.com
25 Kaleb Anderson	kanderson@lipsonneilson.com
26 Renee Rittenhouse	rrittenhouse@lipsonneilson.com
27 Susana Nutt	snutt@lipsonneilson.com

28 **Pro Se**

Contact	Email
Nona Tobin	nonatobin@gmail.com

1 **The Medrala Law Firm, PLLC**

2 **Contact**

Email

3 Jakub P Medrala

jmedrala@medralaw.com

4 Office

admin@medralaw.com

5 Shuchi Patel

spatel@medralaw.com

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

7 **Contact**

Email

8 Jason Craig

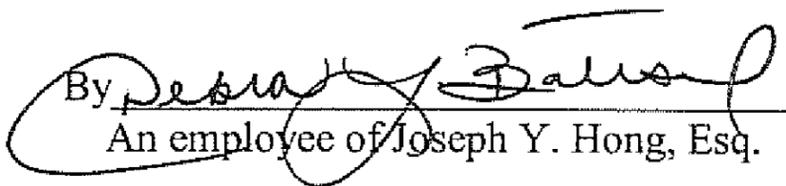
jcraig@wrightlegal.net

9 Michael Kelley

mkelley@wrightlegal.net

10 NVEfile

nvefile@wrightlegal.net

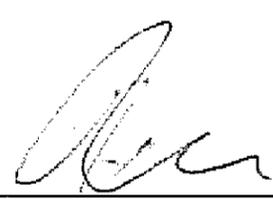
11
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13 By 
14 An employee of Joseph Y. Hong, Esq.

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

DATED this 13th day of March, 2017.

HONG & HONG
A Professional Law Corporation



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

Exhibit 8

Exhibit 8

47

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

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

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

On March 27, 2017 THE GRANTOR(S),

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

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

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

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

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

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

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

or any part thereof.

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

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

(SIGNATURE PAGE FOLLOWS)

Grantor Signatures:

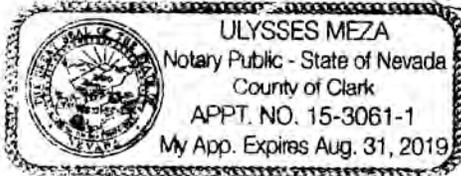
DATED: 3/27/17

Nona Tobin, Trustee

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

STATE OF NEVADA, COUNTY OF CLARK, ss:

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



[Signature]
Notary Public Ulysses Meza

Notary Public
Title (and Rank)

My commission expires 08-31-2019

**STATE OF NEVADA
DECLARATION OF VALUE**

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

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

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

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

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: _____ %

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

Signature Nona Tobin Capacity: Trustee
 Signature Nona Tobin Capacity: _____

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

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

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

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

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Exhibit 9

Exhibit 9

2

Inst #: 20141201-0000518

Fees: \$18.00

N/C Fee: \$0.00

12/01/2014 09:00:43 AM

Receipt #: 2235133

Requestor:

NATIONSTAR MORTGAGE

Recorded By: SAO Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

Recording Requested By:

Nationstar Mortgage

When Recorded Return To:

DOCUMENT ADMINISTRATION

Nationstar Mortgage

2617 COLLEGE PARK

SCOTTSBLUFF, NE 69361



CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada

SELLER'S SERVICING #:0618315261 "HANSEN"

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

Date of Assignment: October 23rd, 2014

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

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

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

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

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

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

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

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

TOBIN. 2438

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

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

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

On 10/29/14

By: *Nisha Dietrich*
Nisha Dietrich
Assistant Secretary

STATE OF Nebraska
COUNTY OF Scotts Bluff

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

WITNESS my hand and official seal,

Traci J Garton
Traci J Garton
Notary Expires 10/25/2016



(This area for notarial seal)

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

*VSR*VSRNATN*10/23/2014 03:08:21 PM* NATTO1NATNA00000000000000000521839*
NVCLARK* 0618315261 NVCLARK_TRUST_ASSIGN_ASSN * *CKNATN*

TOBIN. 2439

Exhibit 10

Exhibit 10

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

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

APN #: 191-13-811-052

Loan No: XXXXXXXXXX 5261

Space above for Recorder's use

RESCISSION OF ASSIGNMENT OF DEED OF TRUST

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

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

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

Assignee: NATIONSTAR MORTGAGE LLC

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

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

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

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

Legal Description: SEE EXHIBIT "A" ATTACHED

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

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

Date: FEB 25 2019 FEB 25 2019

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

By: Mohamed Hameed
Title: Vice President

Witness Name: OMAR JASSEM

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

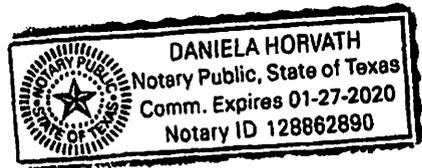
State of Texas
County of Dallas

FEB 25 2019

Daniela Horvath

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

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



LEGAL DESCRIPTION:

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

APN #: 191-13-811-052

Exhibit 11

Exhibit 11

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

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

By: 
MOHAMED HAMEED, Vice-President

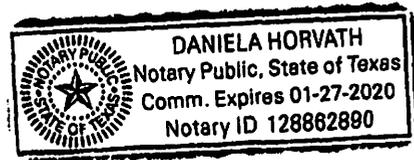
STATE OF Texas
COUNTY OF Dallas

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

WITNESS my hand and official seal,


DANIELA HORVATH

Notary Expires: 01/27/2020 #128862890



(This area for notarial seal)

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

*VSR*VSRNATN*02/25/2019 10:05:00 AM* NATTO1NATNA00000000000000521839*
NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * AM9*AM9NATT*

Exhibit 12

Exhibit 12

RECORDING REQUESTED BY

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

Space Above This Line Reserved for Recorder's Use

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

NO CORPORATE SEAL

WELLS FARGO BANK, N.A.

Debbie Hunt
Witness: Debbie Hunt

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

Mike Underwood
Witness: Mike Underwood

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

Susanel Brown
Attest: [Notary] Susan Brown

CORPORATE ACKNOWLEDGMENT

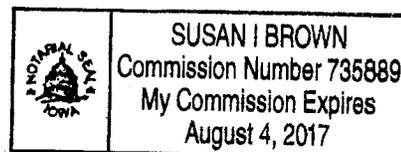
State of Iowa
County of Dallas

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

WITNESS my hand and official seal.

Signature: Susanel Brown

My commission expires: 8/4/17



SCHEDULE I

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 13

Exhibit 13

3

Inst #: 20150312-0002285

Fees: \$22.00

N/C Fee: \$0.00

03/12/2015 12:11:44 PM

Receipt #: 2345255

Requestor:

WELLS FARGO BANK NA

Recorded By: CYV Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

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

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



SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

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

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

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

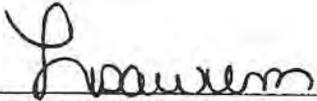
IN WITNESS WHEREOF, WELLS FARGO BANK, N.A. 2324 OVERLAND AVE,
MAC# B6955-014, BILLINGS, MT 59102-6401 as present Beneficiary and WELLS FARGO
FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION 2324
OVERLAND AVE, MAC# B6955-014, BILLINGS, MT 59102-6401 as Substituted Trustee,
have caused this instrument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

*LJW*LJWWFMH*03/02/2015 03:11:03 PM* WFCM07WFMH00000000000000000285633*
NVCLARK* 83765053779811998 NVCLARK_TRUST_SUB **TMGWFMH*

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE Page 2 of 3

WELLS FARGO BANK, N.A.

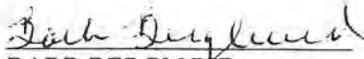
On March 2nd, 2015

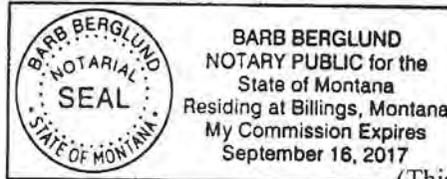
By: 
LISA WILM, Vice President Loan
Documentation

STATE OF Montana
COUNTY OF Yellowstone

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

WITNESS my hand and official seal,


BARB BERGLUND
Notary Expires: 09/16/2017



(This area for notarial seal)

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

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

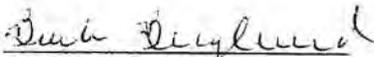

LISA WILM, VICE PRESIDENT LOAN DOCUMENTATION

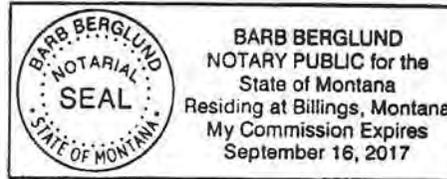
*LJW*LJWWFMH*03/02/2015 03:11:04 PM* WFMC07WFMH0000000000000000285633*
NVCLARK* 83765053779811998 NVCLARK_TRUST_SUB **TMGWFMH*

STATE OF Montana
COUNTY OF Yellowstone

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

WITNESS my hand and official seal,


BARB BERGLUND
Notary Expires: 09/16/2017



(This area for notarial seal)

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

*LJW*LJWWFMH*03/02/2015 03:11:04 PM* WFMCO7WFMH0000000000000000285633*
NVCLARK* 83765053779811998 NVCLARK_TRUST_SUB **TMGWFMH*

Exhibit 14

Exhibit 14

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

Recording Requested By:
Title 365

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

APN: 191-13-811-052

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

SUBSTITUTION OF TRUSTEE

WHEREAS,
GORDON B. HANSEN, AN UNMARRIED MAN

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

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

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

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

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

TOBIN. 2456

SUBSTITUTION OF TRUSTEE - PAGE 2

NEVADA

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

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

Rebecca C Wallace 8-6-15

Rebecca C Wallace - Assistant Secretary

Date: 8-6-15

State Of: Texas

County Of: Denton

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

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

Catrina D. Wofford (Notary Seal)

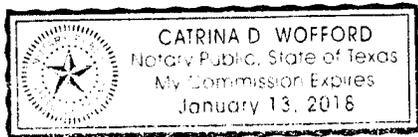


Exhibit 15

Exhibit 15

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

NOTE

JULY 15, 2004
[Date]

HENDERSON,
[City]

NEVADA
[State]

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

1. BORROWER'S PROMISE TO PAY

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

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

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

2. INTEREST

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

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

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

I will make my monthly payments at

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

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

(B) Amount of Monthly Payments

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

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

Initials: *[Signature]*

PAY TO THE ORDER OF
Flagstar Bank, FSB

WITHOUT RECOURSE

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

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

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

PAY TO THE ORDER OF
Countrywide Home Loans, Inc.

WITHOUT RECOURSE
FLAGSTAR BANK, FSB

By: Melinda McNeal
Melinda McNeal, Vice President

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



2763 White Sage Dr Henderson, NV 89052



5232

EXHIBIT B

EXHIBIT B

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

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



COMPLAINT FORM

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

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

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

SECTION 1: COMPLAINANT INFORMATION

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

SECTION 2: TYPE OF COMPLAINT

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

SECTION 3: MY COMPLAINT IS AGAINST

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

Continue to Section 4 to describe complaint.

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

SECTION 4: DESCRIBE YOUR COMPLAINT:

➤ *(to add attachments, see Section 5)*

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

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

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

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

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

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

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

EMAIL AGCOMPLAINT@ag.nv.gov to submit any additional information

SECTION 5: EVIDENCE

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



SECTION 6: WITNESSES

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

N/A

SECTION 7: SIGN AND DATE THIS FORM

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

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

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

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

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

PRINTNAME: Nona Tobin

DATE: Mar 14, 2019

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

➤ SECTION 8: OPTIONAL INFORMATION

➤ GENDER

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

➤ ETHNICITY

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

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

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

➤ MARK ALL THAT APPLY:

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

EMAIL AGCOMPLAINT@ag.nv.gov to submit any additional information

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

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

Review the complaint immediately.

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

introduce him or herself to the Nationstar attorney present.

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

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

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

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

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

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

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

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

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

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

EMAIL AGCOMPLAINT@ag.nv.gov to submit any additional information



Nona Tobin <nonatobin@gmail.com>

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

1 message

Nona Tobin <nonatobin@gmail.com>

Thu, Mar 14, 2019 at 12:37 AM

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

Bcc:



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

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

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

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

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

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

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

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

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

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

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

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

TOBIN. 2469

A lingering consequence of the market crash

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

A new twist

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

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

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

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

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

Banks reat owner protections as optional, not mandatory

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

Silence means compliance - or acquiescence

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

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

Rabbit out of the hat

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

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

Meanwhile...nobody knows what escheat means

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

No worries.

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

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

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

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

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

TOBIN. 2470

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

That was the least of their problems

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

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

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

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

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

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

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

In my case, the homeowner died.

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

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

Two bites of the apple

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

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

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

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

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

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

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

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

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

TOBIN. 2472

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

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

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

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

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

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

It's simply a low percentage game.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[HOA OPPC to bank MSJ](#)

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

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

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

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

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

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

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

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

TOBIN. 2474

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

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

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

The Association exists to protect the owners' common good.

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

The Board has the sole power to act.

Agents can advise, not direct.

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

The Board owes no duty to its agents.

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

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

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

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

TOBIN. 2475

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

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

Nona Tobin
(702) 465-2199

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

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

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

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

15 Plaintiff,

16 vs.

17 BANK OF AMERICA, N.A

18 Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

TOBIN COUNTER MOTION FOR
SUMMARY JUDGMENT

19

20 NATIONSTAR MORTGAGE LLC

21 Counter-claimant,

22 vs.

23 JIMIACK IRREVOCABLE TRUST,

24 Counter-defendant.

25

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

28 Counter-claimant,

**TOBIN DRAFT
NOT REVIEWED
BY ATTORNEY**

**PROVIDED TO AG
FOR COMPLAINT**

1 vs.

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

Counter-defendants.

10 **I. Introduction**

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

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

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

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

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

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

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

27 4. Tobin also opposed the Nationstar Joinder as

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

1 is undisputed,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 2013.

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

4 **D. Against Nationstar and BANA**

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

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

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

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

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

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

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

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

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

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

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

10
11 **1. Notice of violation**

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

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

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

3. Notice of Violation Hearing Procedures:

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

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

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

5. **Notice of Appeal hearing procedures**

6. **Appeal Hearing Determination Letter**

- 27. SCA disclosures and pleadings do not claim or show evidence that SCA followed these steps or provided Tobin any of this due process when confiscating her property for sale. See exhibit for [emails with Jim Long](#) and [request for compliance records](#)
- 28. SCA Board’s abdication to RRFS does not relieve the Board’s duty to treat homeowner’s fairly and to provide all the owner protections in the law when imposing sanctions for alleged violations.
- 29. SCA bylaws 3.20/3.18 (b), adopted pursuant to NRS 116.3106(c), prohibits the delegation of the Board duties to levy and collect assessments. See [exhibit](#)
- 30. SCA did, in fact, over delegate to the point of abdication, or in SCA attorney Ochoa’s words, “outsourced”, the assessment collection function to RRFS, and to such an extent that SCA retained no control over the funds collected, allowing its agents to be unjustly enriched through abusive collection practices the Board was led to believe were mandatory by law. See [emails with Jim Long](#), former SCA Board member at the time of the sale, emails above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 54. Nona [Tobin's March 28, 2017 deed](#) has priority over Jimijack's inadmissible June 9,
24 2015 deed, and all other parties with deeds have disclaimed interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 3 a. BANA did not have any interest to convey as its April 4, 2012 assignment was void
4 for notarial violations and violations of AB 284 (2011).
5
6 b. The real BANA had recorded on September 9, 2014, that it assigned its interest, if
7 any, to Wells Fargo effective August 21, 2014;
8
9 c. There was no valid substitution of named trustee John H. Anderson.
10
11 d. Nationstar did not have any power of attorney from BANA in its disclosures.
12
13 e. Nationstar disclosed in [NSM 404-406](#) an **unrecorded** rescission of the October 23,
14 2014 assignment "as though the assignment had never been issued and recorded".

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

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

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

28 82.
83. The Wells Fargo limited power of attorney disclosed by Nationstar in [NSM 270-272](#) is
inapplicable and was executed for a different purpose, to wit

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

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

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

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

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

23 **V. Legal Standard**

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

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

- 1 91. See exhibit _____ for the [2011 legislative digest of AB 284](#) changes to Nevada law that
2 render BANA's false affidavit and Nationstar's subsequent recorded claims to title void.
3
4 92. See exhibit ____ for an [amicus curie](#) from a certified mortgage fraud examiner that
5 describes the forensic examination required to discern mortgage fraud that occurred in the
6 aftermath of the collapse of the mortgage-backed securities market.

7 **VI. Conclusion**

- 8 93. Tobin deserves that her motion and declaratory relief of regaining title be granted.
- 9 a. SCA did not conduct a valid sale.
 - 10 b. SCA unfairly confiscated Tobin's property without providing due process required.
 - 11 c. RRFS unlawfully retained the proceeds of the sale, damaged Tobin by refusing to
12 allow her to make a claim for them, and [disingenuously disclosed a check for](#)
13 [\\$57,282.32](#) to the district court that in reality RRFS retained.
 - 14 d. Jimjack does not have a valid claim of ownership and was not a bona fide purchaser
15 for value.
 - 16 e. Jimijack unjustly profited from collecting rents that should have gone to Tobin for at
17 least 3 ½ years.
 - 18 f. Jimijack unjustly profited by not paying any of the costs of the property during time
19 of possession and/or holding title, including property taxes, that were paid by
20 Nationstar.
- 21
22 94. Tobin deserves attorney fees from Nationstar for obstructing the legitimate sale of the
23 property and fraudulently claiming to own the beneficial interest of the note.
- 24 95. Tobin deserves attorney fees from RRFS that misinformed the Board about what owners'
25 due process rights are so it could unjustly profit and not from SCA.
- 26
27 96. Tobin, as an SCA homeowner, is damaged by SCA Board failing to enforce the
28 indemnity clause in its undisclosed [April 27, 2012 contract with RRFS](#) in **any** of the

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litigation or settlements involving RRFS collections and foreclosures which have unfairly cost SCA homeowners hundreds of thousands of dollars and requests an order to that effect.

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

Dated this ____ day of March 2019.
