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HOA debt collectors wield an unlawful level of power

1 message

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 To: Kathy Matson <kdmatson2@mac.com>

Tue, Feb 19, 2019 at 4:39 PM

Thanks for asking about the quiet title case that I've been drowning in for several years. Here is an overview. Any suggestions you have on how to inspire public attention or to get investigation and action by the Attorney General (since NRED is failing so miserably) would be greatly appreciated.

This particular HOA foreclosure dispute is like hundreds of other Nevada and Federal court cases disputing HOA sales in some important ways.

The same vultures are fighting over the profits of a house sold for pennies on the dollar

Like other quiet title cases, the dispute over the 2014 HOA foreclosure of 2763 White Sage Drive is one battle in the war over which vulture gains windfall profits - real estate speculators, banks or HOA debt collectors – created by an HOA's seizing a home to recover a small delinquency in assessments.

Like many other cases,

- the delinquent homeowner was deceased
- the property was underwater
- the servicing bank wouldn't approve a short sale
- the HOA managing agent held the Nevada debt collector license and was financially incentivized toward predatory collection and foreclosure.
- the banks claiming an interest tendered nine months of assessments (the portion of the HOA lien that has "super-priority" over a first deed of trust) to try to stop the sale.
- the HOA debt collector unlawfully refused the banks' tender
- the debt collector unlawfully foreclosed on the total lien, including excessive collection costs claimed by the collector, that were both unauthorized and unearned.
- this house was sold to knowledgeable speculators for pennies on the dollar without notice to the owner or the lender
- the deed of trust was turned into an unsecured debt
- the owner lost all rights to the property but could still be pursued for the mortgage

Like ALL other Nevada HOA foreclosure cases,

- Sun City Anthem Community Association (SCA) did not receive any of the windfall profits from an unnoticed sale that rendered the property free and clear of all debt
- HOA homeowners have suffered a loss in property values by the Board letting debt collectors profit by usurping the HOA's power to foreclose

How this case is different

TOBIN. 2493

It is unusual for a homeowner to choose to invest lots of time and money to get a foreclosed home back. It could only happen in this case because the executor of the deceased homeowner's estate is not the debtor, a deadbeat, or dead.

Who is claiming to be the rightful owner of the foreclosed house?

1. The speculator in possession claims he should be able to keep a \$500,000 house he got free and clear for One Dollar from some guy who got it somehow from some other guy who bought it at the HOA foreclosure sale even though his only claim to own it is a fraudulent quit claim deed that is contradicted by the HOA's record of ownership
2. The executor of the estate of the deceased homeowner who had a \$375,000 offer on the table when the HOA debt collector sold the property to a Realtor in the listing office for \$63,100 in a surprise sale that violated Nevada law and SCA governing documents' guarantee of due process
3. The bank that has engaged in provable mortgage servicing fraud in that it has recorded and notarized sworn affidavits falsely claiming that it is owed \$389,000 on a note it neither owns nor possesses.

Who is the HOA fighting for?

On the advice of its financially-conflicted general counsel/debt collector, SCA is fighting tooth and nail against the homeowner re-gaining title without the Board understanding that the HOA gains anything if the owner loses.

The SCA Board is spending lots of money to convince the judge that the HOA Board acted reasonably and lawfully by relying totally on the word of the debt collectors and not allowing the owner a chance to be heard.

I've described the HOA foreclosure problem, and how this case relates, multiple times online on SCAstrong.com.

Here are some examples:

- ***"The house that took over a life"***
- ***"Darcy Spears nailed it about HOA foreclosures"***
- ***"HOA collection practices cost us all more than you think"***
- ***"Paying attorneys to disappear political opponents"***

Thanks for your interest. I appreciate any assistance you can provide.

**Nona Tobin
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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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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.

BANK OF AMERICA, N.A

17 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 JIMI JACK 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
FILED BY COUNSEL
OR PLACED BEFORE
THE COURT**

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.

9 **I. Introduction**

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

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

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

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

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

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

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

26 4. Tobin also opposed the Nationstar Joinder as

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

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.

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

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

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

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

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

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

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

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

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

19 54. Nona [Tobin's March 28, 2017 deed](#) has priority over Jimijack's inadmissible June 9,
20 2015 deed, and all other parties with deeds have disclaimed interest.

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

23 56. On March 28, 2017. Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded a
24

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

23 **V. Legal Standard**

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

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

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

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

6 **VI. Conclusion**

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

9 a. SCA did not conduct a valid sale.

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

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

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

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

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

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

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

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

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

Dated this ____ day of March 2019.

EXHIBIT 1

EXHIBIT 1

Resident Transaction Report
SUC | Sun City Anthem Community Association
Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
							Beg Bal	00.00
		Charge	01/01/2006	QA	Conversion		235.00	235.00
		Pay	02/01/2006		Conversion		-235.00	00.00
		Charge	04/01/2006	QA	Billing		235.00	235.00
		Pay	04/18/2006		Batch Adjustment		-235.00	00.00
		Charge	07/01/2006	QA	Billing		235.00	235.00
		Pay	07/12/2006		Batch Adjustment		-235.00	00.00
		Charge	10/01/2006	QA	Billing		235.00	235.00
		Pay	10/26/2006		Batch Adjustment		-235.00	00.00
		Charge	01/01/2007	QA	Billing		235.00	235.00
		Pay	01/11/2007		Batch Adjustment		-235.00	00.00
		Pay	03/08/2007		Batch Adjustment		-235.00	-235.00
		Charge	04/01/2007	QA	Billing		235.00	00.00
		Pay	06/08/2007		Batch Adjustment		-235.00	-235.00
		Charge	07/01/2007	QA	Billing		235.00	00.00
		Charge	10/01/2007	SQA	Sun City Anthem Quarter		235.00	235.00
		Pay	10/11/2007		Receipt Processing	1873	-235.00	00.00
		Charge	01/01/2008	SQA	Sun City Anthem Quarter		275.00	275.00
		Pay	01/11/2008		Receipt Processing	6761	-275.00	00.00
		Charge	03/01/2008	SPA	Fence Painting		81.32	81.32
		Credit	03/01/2008	SPA	Reverse Fence Painting		-81.32	00.00
		Charge	04/01/2008	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/08/2008		Receipt Processing	3313	-275.00	00.00
		Charge	06/01/2008	RPR	Fence Painting		81.32	81.32
		Pay	06/25/2008		Receipt Processing	2044	-81.32	00.00
		Charge	07/01/2008	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	07/11/2008		Receipt Processing	6578	-275.00	00.00
		Pay	09/25/2008		Lockbox Payment	02057	-175.00	-175.00
		Charge	10/01/2008	SQA	Sun City Anthem QT Assm		175.00	00.00
		Pay	12/31/2008		Lockbox Payment	02074	-240.00	-240.00
		Charge	01/01/2009	SQA	Sun City Anthem QT Assm		240.00	00.00
		Charge	04/01/2009	SQA	Sun City Anthem QT Assm		240.00	240.00
		Pay	04/07/2009		Lockbox Payment	02090	-240.00	00.00
		Charge	07/01/2009	SQA	Sun City Anthem QT Assm		240.00	240.00
		Pay	07/13/2009		Lockbox Payment	23791	-240.00	00.00
		Pay	10/09/2009		Lockbox Payment	97004	-240.00	-240.00
		Charge	01/01/2010	SQA	Sun City Anthem QT Assm		240.00	00.00
		Pay	01/25/2010		Lockbox Payment	10803	-240.00	-240.00
		Charge	04/01/2010	SQA	Sun City Anthem QT Assm		240.00	00.00
		Charge	07/01/2010	SQA	Sun City Anthem QT Assm		240.00	240.00
		Charge	07/30/2010	LF	Late Fees		25.00	265.00
		Pay	08/16/2010		Lockbox Payment	63164	-265.00	00.00
		Pay	10/07/2010		Lockbox Payment	98965	-240.00	-240.00
		Charge	01/01/2011	SQA	Sun City Anthem QT Assm		250.00	10.00
		Pay	02/18/2011		Lockbox Payment	84899	-10.00	00.00
		Charge	04/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
	Charge		04/30/2011	LF	Late Fees		25.00	275.00
	Pay		05/20/2011		Lockbox Payment	02215	-275.00	00.00
	Charge		07/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00
	Charge		07/30/2011	LF	Late Fees		25.00	275.00
	Pay		08/18/2011		Lockbox Payment	02227	-275.00	00.00
	Charge		10/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00
	Pay		10/11/2011		Lockbox Payment	52791	-240.00	10.00
	Pay		11/22/2011		Lockbox Payment	61105	-10.00	00.00
	Charge		01/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
	Charge		01/30/2012	LF	Late Fees		25.00	300.00
	Pay		02/21/2012		Lockbox Payment	00112	-300.00	00.00
	Charge		04/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay		04/26/2012		Receipt Processing	127	-275.00	00.00
	Charge		07/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
	Charge		07/31/2012	LF	Late Fees		25.00	300.00
	Charge		08/31/2012	LF	Late Fees		25.00	325.00
	Charge		09/30/2012	INT	Interest		01.21	326.21
	Charge		09/30/2012	LF	Late Fees		25.00	351.21
	Charge		10/01/2012	SQA	Sun City Anthem QT Assm		275.00	626.21
	Charge		10/31/2012	LF	Late Fees		25.00	651.21
	Pay		11/09/2012		Collection Payment Part	110612	-300.00	351.21
	Charge		11/30/2012	LF	Late Fees		25.00	376.21
	Charge		12/31/2012	INT	Interest		01.10	377.31
	Charge		12/31/2012	LF	Late Fees		25.00	402.31
	Charge		01/01/2013	SQA	Sun City Anthem QT Assm		275.00	677.31
	Charge		01/31/2013	LF	Late Fees		25.00	702.31
	Charge		03/02/2013	LF	Late Fees		25.00	727.31
	Credit		03/02/2013	LF	Sun City Anthem QT Assm		-25.00	702.31
	Charge		03/31/2013	INT	Interest		02.31	704.62
	Charge		03/31/2013	LF	Late Fees		25.00	729.62
	Charge		04/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,004.62
	Charge		04/02/2013	LF	Late Fees		25.00	1,029.62
	Credit		04/02/2013	LF	Rev 04/02/13 LF		-25.00	1,004.62
	Charge		05/01/2013	LF	Late Fees		25.00	1,029.62
	Charge		05/31/2013	LF	Late Fees		25.00	1,054.62
	Charge		06/30/2013	INT	Interest		03.52	1,058.14
	Charge		06/30/2013	LF	Late Fees		25.00	1,083.14
	Charge		07/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,358.14
	Charge		07/31/2013	LF	Late Fees		25.00	1,383.14
	Charge		08/31/2013	LF	Late Fees		25.00	1,408.14
	Charge		09/30/2013	INT	Interest		04.73	1,412.87
	Charge		09/30/2013	LF	Late Fees		25.00	1,437.87
	Charge		10/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,712.87
	Charge		10/31/2013	LF	Late Fees		25.00	1,737.87
	Charge		11/30/2013	LF	Late Fees		25.00	1,762.87
	Charge		12/31/2013	INT	interest		05.94	1,768.81

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
	Charge		12/31/2013	LF	Late Fees		25.00	1,793.81
	Credit		12/31/2013	LF	Reverse LF		-25.00	1,768.81
	Charge		01/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,043.81
	Charge		01/30/2014	LF	Late Fees		25.00	2,088.81
	Charge		03/30/2014	INT	Interest		07.15	2,075.96
	Charge		04/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,350.96
	Charge		04/30/2014	LF	Late Fees		25.00	2,375.96
	Charge		05/30/2014	INT	Interest		08.36	2,384.32
	Charge		06/30/2014	INT	Interest		08.36	2,392.68
	Charge		07/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,667.68
	Charge		07/30/2014	LF	Late Fees		25.00	2,692.68
	Charge		08/27/2014	INT	RRFS INT 7/14		08.36	2,701.04
	Pay		08/27/2014		Collection Payment PIF	082114	-2,701.04	00.00
	Charge		08/29/2014	FINE	Landscape Maint.		25.00	25.00
	Charge		08/30/2014	INT	Interest		09.57	34.57
	Credit		08/30/2014	INT	REV 08/14 INT		-09.57	25.00
	Charge		09/05/2014	FINE	Landscape Maint		25.00	50.00
	Charge		09/12/2014	FINE	Landscape Maint		25.00	75.00
	Charge		09/23/2014	FINE	Landscape Maint. 9.19.1		25.00	100.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	75.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	50.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	25.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	00.00
							Res Balance	00.00

Resident Transaction Report
SUCI Sun City Anthem Community Association
Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name Unit Address	Type	Date	Code	Charge Code Desc Bill Address	Check No	Amount	Balance
0480 02	Jimjack Irr Tr 2763 White Sage Dr Henderson, NV 89052				5 Summit Walk Trail Henderson, NV 89052			
	Current Credit History Code:		RM		Effective Date: 02/05/2016			
							Beg Bal	00.00
		Charge	09/25/2014	ASFR	Account Setup Fee Resal		225.00	225.00
		Charge	09/25/2014	FINE	8/29 - 9/23/14 FINES		100.00	325.00
		Charge	10/01/2014	SQA	Sun City Anthem QT Assm		275.00	600.00
		Pay	10/21/2014		Lockbox Payment	02235	-275.00	325.00
		Credit	11/06/2014	FINE	posted in error		-100.00	225.00
		Pay	11/24/2014		Lockbox Payment	02245	-225.00	00.00
		Charge	01/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	01/26/2015		Lockbox Payment	02260	-275.00	00.00
		Charge	04/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/20/2015		Lockbox Payment	02287	-275.00	00.00
		Charge	07/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	07/30/2015	LF	Late Fees		25.00	300.00
		Charge	09/03/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	09/22/2015		Lockbox Payment	00137	-350.00	00.00
		Charge	10/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	10/30/2015	LF	Late Fees		25.00	300.00
		Charge	12/02/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	12/10/2015		Receipt Processing	119	-350.00	00.00
		Charge	01/01/2016	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	01/30/2016	LF	Late Fees		25.00	300.00
		Pay	02/24/2016		Lockbox Payment	00172	-300.00	00.00
							Res Balance	00.00

Anthem

SUN CITY

Sun City Anthem Community Association, Inc.

2450 Hampton Rd.

Henderson, NV 89052

Jimijack Irr Tr
Joel Stokes Trs
5 Summit Walk Trail
Henderson, NV 89052

Property Address: 2763 White Sage Dr

Account #: 16962

Code	Date	Amount	Balance	Check#	Memo
Sun City Anthem Assessment	4/1/2016	275.00	275.00		Sun City Anthem Assessment
Payment	4/21/2016	-275.00	0.00	195	AAFSLB-042116.txt
Payment	5/6/2016	-275.00	-275.00	143	AAFSLB-050616.txt

Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance:	-275.00
-275.00	0.00	0.00	0.00		

Sun City Anthem Community Association, Inc. | 2450 Hampton Rd. | Henderson, NV 89052 | 702-514-5800

Make check payable to: Sun City Anthem Community Association, Inc.

5/9/2016

Page 1 of 1

TOBIN. 2516

EXHIBIT 2

EXHIBIT 2

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:

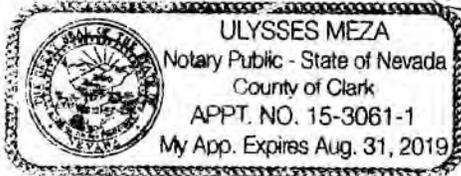
DATED: 3/27/17

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 3

EXHIBIT 3

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CERTIFICATE OF ELECTRONIC SERVICE

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

Leach Johnson Song & Gruchow

Contact	Email
Patty Gutierrez	pgutierrez@leachjohnson.com
Terri Hansen	thansen@leachjohnson.com

Leach Johnson Song Gruchow

Contact	Email
Robin Callaway	rcallaway@leachjohnson.com

Leach Johnson Song Gruchow

Contact	Email
Ryan Reed	rreed@leachjohnson.com
Sean Anderson	sanderson@leachjohnson.com

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

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David Ochoa	dochoa@lipsonneilson.com
Kaleb Anderson	kanderson@lipsonneilson.com
Renee Rittenhouse	rrittenhouse@lipsonneilson.com
Susana Nutt	snutt@lipsonneilson.com

Pro Se

Contact	Email
Nona Tobin	nonatobin@gmail.com

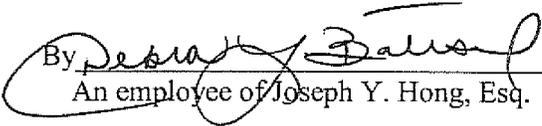
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The Medrala Law Firm, PLLC

Contact	Email
Jakub P Medrala	jmedrala@medralaw.com
Office	admin@medralaw.com
Shuchi Patel	spatel@medralaw.com

Wright, Finlay & Zak, LLP

Contact	Email
Jason Craig	jcraig@wrightlegal.net
Michael Kelley	mkelley@wrightlegal.net
NVEfile	nvefile@wrightlegal.net

By 
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.

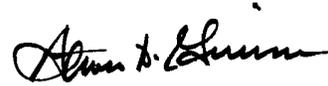
HONG & HONG
A Professional Law Corporation



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 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 NONA TOBIN, an individual, Trustee of the
24

Case No.: A-15-720032-C

Dept. No.: XXXI

DISCLAIMER OF INTEREST

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

2 Cross-Claimant,

3 vs.

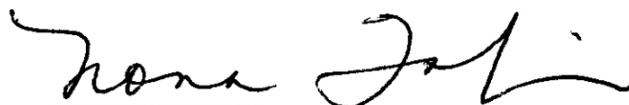
4 SUN CITY ANTHEM COMMUNITY
5 ASSOCIATION, INC., DOES 1-10, and ROE
6 CORPORATIONS 1-10, inclusive,

7 Cross-Defendants.

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

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

15 Dated this 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

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21 //

22 //

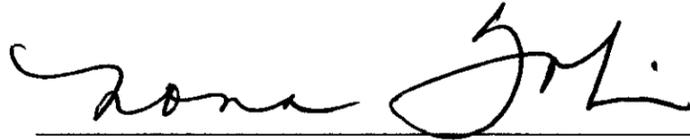
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CERTIFICATE OF SERVICE

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

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EXHIBIT 1

EXHIBIT 1

State of California

County of Kern

Declaration of Steve Hansen

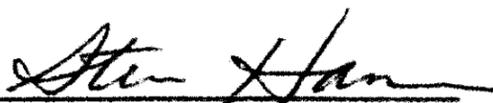
My full name is Steven Eric Hansen. I am the son of the late Gordon B. Hansen, Trustor of the Gordon B. Hansen Trust, dated August 22, 2008, as amended once on August 10, 2011.

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

Inst #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

(3)

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

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, Cluayme 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: Cluayme M. Corwin

No 04-08240-1
April 12, 2016

**STATE OF NEVADA
DECLARATION OF VALUE**

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

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

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

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

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: 100 %

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

Signature [Handwritten Signature] Capacity: Manager

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

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

BUYER (GRANTEE) INFORMATION
(REQUIRED)

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

Jim Jack 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 7

EXHIBIT 7

Inst #: 20150609-0001537
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1377.00 Ex: #
06/09/2015 12:58:36 PM
Receipt #: 2452509
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

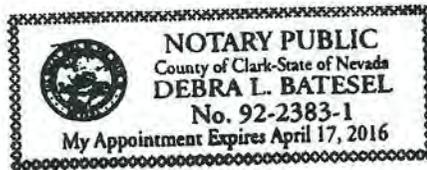
Thomas Lucas, Manager
Opportunity Homes LLC

State of Nevada)
County of Clark) ss

On this 4th 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



**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
 i) Other _____

FOR RECORDERS OPTIONAL USE	
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 (\$ _____))
 c) Transfer Tax Value: \$ _____
 d) Real Property Transfer Tax Due \$ 1377.00

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per 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: Grantor
 Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Opportunity Homes, LLC
 Address: 2657 Windmill Pkwy.
 City: Henderson
 State: NV Zip: 89074

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

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

Print Name: Robert (Goy) Smith File Number: _____
 Address: 446 Beautiful
 City: Las Vegas State: Nevada Zip: 89138

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

EXHIBIT 8

EXHIBIT 8

3-1

Mail and Return Tax statement to:
Opportunity Homes, LLC
2657 Windmill Parkway, #145
Henderson, NV 89074

APN # 191-13-811-052

Inst #: 20140822-0002548
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1805.40 Ex: #
08/22/2014 09:53:30 AM
Receipt #: 2130155
Requestor:
OPPORTUNITY HOMES LLC
Recorded By: SOL Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

The undersigned declares:

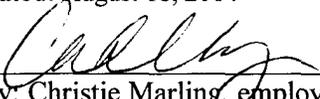
Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: **Opportunity Homes, LLC** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 which is commonly known as **2763 White Sage Dr Henderson, NV 89052.**

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 03/12/2013 as instrument number 0000847 Book 20130312 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on **08/15/2014**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$63,100.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

TOBIN. 2547

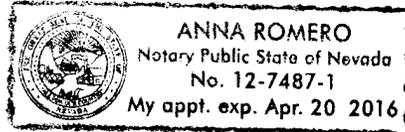
Dated: August 18, 2014


By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On August 18, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





When Recorded Mail To: Opportunity Homes, LLC
2657 Windmill Parkway, #145
Henderson, NV 89074

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

- a) 191-13-811-052
- b) _____
- c) _____
- d) _____

2. Type of Property:

- | | | | |
|-----------------------------|--------------|--|-----------------|
| a) <input type="checkbox"/> | Vacant Land | b) <input checked="" type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg. | f) <input type="checkbox"/> | Comm'l/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input type="checkbox"/> | Other | | |

FOR RECORDERS OPTIONAL USE ONLY
Notes: <u>4</u>

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 63,100.⁰⁰

Transfer Tax Value: \$ 353,529.⁰⁰

Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 ^{TL}

4. If Exemption Claimed:

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

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 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 AGENT

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services

Address: 4775 West Teco Ave #140

City: Las Vegas

State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Opportunity Homes, LLC

Address: 2657 Windmill Parkway, #145

City: Henderson

State: NV Zip: 89074

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____

Address: _____

City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

EXHIBIT 9

EXHIBIT 9

(4) -1

20080827-0003627

<p>Fee: \$16.00 RPTT: EX#007 N/C Fee: \$0.00 08/27/2008 15:28:08 T20080191661 Requestor: LEGAL EXPRESS Debbie Conway SCA Clark County Recorder Pgs: 4</p>
--

APN: 191-13-811-052

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That GORDON B. HANSEN, without consideration, does hereby Grant, Bargain, Sell and Convey to GORDON B. HANSEN, Trustee of the GORDON B. HANSEN TRUST, dated August 22, 2008, as amended, or restated, or his successors, all of his right, title and interest in that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

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

Commonly known as: 2763 White Sage Drive, Henderson, NV 89052.

SUBJECT TO: 1. Powers of Trustee attached hereto as Exhibit "A" and by this reference incorporated herein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

GRANTEES ADDRESS: Mr. Gordon B. Hansen, 2664 Olivia Heights Ave., Henderson, NV 89052

Witness his hand this 22nd day of August, 2008.

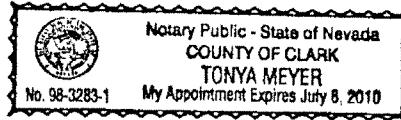
Gordon B. Hansen
GORDON B. HANSEN

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 22nd day of August, 2008, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared GORDON B. HANSEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Tonya Meyer
Notary Public



Mail Tax Statements to:
Mr. Gordon B. Hansen
2664 Olivia Heights Ave.
Henderson, NV 89052

When Recorded, Mail to:
Mr. Gordon B. Hansen
2664 Olivia Heights Ave.
Henderson, NV 89052

EXHIBIT "A"
POWERS OF TRUSTEE

GORDON B. HANSEN, Trustee, is hereby vested with complete powers of disposition of the real estate herein described, including the power to plat, sell, encumber, mortgage and convey as a whole or in parcels, and no person dealing with said Trustee shall be obligated to look beyond the terms of this instrument for power in the Trustee to sell, encumber, mortgage or convey, the real estate described herein.

Said Grantee is likewise hereby excused from any and all duties of diligence and responsibility respecting the propriety of any act of said Trustee purporting to be done under or by virtue of the terms of this issue.

This conveyance is made in Trust pursuant to and in accordance with the "**GORDON B. HANSEN TRUST**" which was executed on August 22, 2008.

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number

- a) 191-13-811-052
- b) _____
- c) _____
- d) _____

FOR RECORDER OPTIONAL USE ONLY	
Document/Instrument #:	_____
Book _____	Page: _____
Date of Recording:	<u>Cont of Trust</u> <u>per</u>

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
- i) Other

3. Total Value/Sales Price of Property \$ _____
 Deed in Lieu of Foreclosure Only (value of property) (_____)
 Transfer Tax Value: \$ _____
 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: Transfer without consideration to or from a Trust

5. Partial Interest: Percentage being transferred: N/A%

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 Gordon B. Hansen Capacity Grantor
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: GORDON B. HANSEN
 Address: 2763 White Sage Dr.
 City: Henderson
 State: NV Zip: 89052

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: GORDON B. HANSEN TRUST
 Address: 2664 Olivia Heights Ave.
 City: Henderson
 State: NV Zip: 89052

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

Print Name: Mr. Gordon B. Hansen Escrow #: _____
 Address: 2664 Olivia Heights Ave.
 City: Henderson State: NV Zip: 89052

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

3621

EXHIBIT 10

EXHIBIT 10

STATE OF NEVADA

COUNTY OF CLARK

DECLARATION OF NONA TOBIN

Declaration made under penalty of perjury alleging notarial acts and omissions that should be declared to have rendered recorded documents invalid to convey interest in subject property to the Joel and Sandra Stokes, as individuals or as Trustees of the Jimijack Irrevocable Trust or to Jimijack Irrevocable Trust, an Nevada entity operating as a business, but without commercial registration, or State, county, or city business licenses or filed fictitious name.

1. My name is Nona Tobin, and my address is 2664 Olivia Heights Ave., Henderson, Nevada 89052.
2. I do solemnly swear that everything in this declaration is true and based on my personal experience or investigation and research.
3. My purpose is to document notarial violations which occurred on June 7, June 8, August 9, and September 6, 2016 and faxed, emailed and/or mailed (certified and first class) communications related to deeds notarized by CluAynne M. Corwin that as the subject of a complaint to the notary division of the NVSOS.
4. I believe these notary violations render the documents invalid and without authority to convey the subject property to Joel and Sandra Stokes, as individuals or as Trustees of the Jimijack Irrevocable Trust or to Jimijack Irrevocable Trust as a legal Nevada business entity.
5. I prepared this unsworn declaration to describe what happened regarding the fraudulently-notarized June 9, 2015 Quit Claim Deed as it is the sole recorded document that gives rise to the Joel and Sandra Stokes' claims, either as individuals or as Trustees of Jimijack Irrevocable Trust, to all title interests to 2763 White Sage Drive, Henderson NV 89052, the subject property of quiet title litigation in which I have an interest.
6. I allege that violations of NRS 240.075, NRS 240.120, NRS 240.147, NRS 240.150, NRS 240.155, as well as commercial registration irregularities, that I am reporting here are sufficient to invalidate the sole recorded document that gives rise to Joel and Sandra Stokes' claims and to initiate an investigation by proper authorities into other violations of statutes involving fraudulent conveyance of real property, attorney and Realtor misconduct and license violations, and filing false statements to the Secretary of State and forming commercial entities for an illegal purpose.
7. There were two quit claim deeds, one notarized on June 4, 2015 and the second, notarized on June 8, 2015, purporting to re-convey the residence at 2763 White Sage Av., Henderson, NV 89052, which had allegedly been sold to Opportunity Homes, LLC on August 15, 2014 at a disputed HOA foreclosure sale.
8. I am a Pro Se Litigant disputing the legality of the 8/15/14 HOA sale, and I am alleging that the buyer at the sale was actually Thomas Lucas, Realtor in the Berkshire Hathaway office (BHHS) under Forrest Barbee, Broker with whom I had the property listed for sale, and that Opportunity Homes, LLC is an illegally-formed

sham entity designed solely to serve as Lucas' alter ego so his actions that would have been illegal for a licensed Broker/ Realtor could be concealed.

9. Further, evidence indicates that there is a concealed relationship between Lucas; FirstService Residential, HOA Managing agent; Red Rock Financial Services, HOA debt collectors who conducted the flawed foreclosure sale; the Stokes who currently have possession of the property; the Stokes' attorney, Joseph Y. Hong; Yuen K. Lee, alleged Manager of F. Bondurant, LLC in default, who signed the fraudulently notarized quit claim deed as if he were Thomas Lucas, and who operates out of the same office as Joseph Y. Hong, both notaries, and attorney Peter Mortenson.
10. I allege that by acting to concert has allowed the property to be unfairly conveyed and re-conveyed, and by concealing their acts and relationships a series fraudulent acts, including tax evasion, to go undetected.
11. The second Quit Claim Deed recorded on June 9, 2015 (attached), the main subject of this affidavit, was notarized by CluAynne M. Corwin on June 8, 2015 falsely offering her notarial seal as proof of Yuen Lee's signature that *"did personally appear before me the person of Thomas Lucas, 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 Quit Claim Deed; and, acknowledged to me that he executed the same in his capacity, that by his signature on this instrument did execute the same."*
12. Per her business card which I picked up from her office on September 6, CluAynne M. Corwin is a notary public, paralegal & office administrator with Mortenson & Rafie located at 10781 W. Twain Las Vegas NV 89135.
13. On June 7, 2016 I called CluAynne M. Corwin at the phone number that I think I got for her from Notary Public Division of the Nevada Secretary of State. I had been told by that office that I would be able to inspect her journal.
14. I confirmed that notaries had to keep a journal and that it was supposed to be available for public inspection was true before I called by reviewing State law governing Notary Publics in NRS 240.
15. I allege that these violations of laws governing Notary Publics in NRS 240 along with violations of the Statutes of Fraud governing the conveyance of real property in Nevada are sufficient to invalidate the recorded document that give rise to Joel and Sandra Stokes claims.
16. When Ms. Corwin answered, I told her I wanted to see her notary journal, and she immediately began hostile and asked who I was and why did I want to see it.
17. She said "I'm not just going to let anyone walk in here and look at it."
18. I said since the journal was open for public inspection by law, I didn't see what the problem was.
19. She told me to wait, and a man got on the line and asked me what I wanted.
20. I told him I was just trying to inspect her journal and she got upset.
21. The man identified himself as her boss, Peter Mortenson, and that he was an attorney.
22. He was I told him that I was the Successor Trustee of a property that had been sold at an HOA foreclosure sale, and that I wanted to see CluAynne's journal because there was a major error on the quit claim deed that she had notarized.

23. He asked a lot of questions and suggested that maybe he could help me, but he wanted to see what I was talking about.
24. At 3:27 PM, June 7, 2016 I faxed the second quit claim deed recorded on June 9, 2015 against 2763, falsely notarized by CluAynne, to Peter Mortenson's office at (702) 363-4107.
25. He asked me if I thought something untoward or nefarious (or some words like that) was going on.
26. He said I was "coming on all cloak and dagger".
27. I said yes I thought something was very wrong, but that I thought CluAynne was probably a victim too and she didn't need to be so afraid.
28. I explained the HOA foreclosure and told him I had done a lot of research.
29. I was very open with him since I was looking for an attorney to help me.
30. He acted very supportive then and suggested maybe he could help me, but that he'd have to look at it since the statute of limitations was probably passed.
31. I didn't realize when I was talking to him on the phone that Peter and CluAynne actually shared a small law office space and reception area with Hong & Hong, attorney for the Plaintiffs Stokes.
32. I thought he was going to be helpful and so I brought two binders of documents I had collected, but when I saw his office, I reconsidered showing them to him and left my binders in the car.
33. Mark Burton came with me to inspect the page for June 8, 2015 in CluAynne's notary journal on June 8, 2016.
34. There was no entry for the notarial act of acknowledging the Quit Claim Deed that alleged transferred F. Bondurant's interest in 2763 to Joel and Sandra as Trustees of Jimijack Irrevocable Trust.
35. Peter M said that usually CluAynne was so conscientious and he had no explanation for how it happened or why she would fail to perform a legally mandated function when she was so careful usually.
36. I asked if someone else in the office could have used her stamp, that she had been victimized.
37. He said that it was definitely her signature and not a situation where her notary stamp had been stolen.
38. He tried to ask more about my interest in the property and get away from the fact that CluAynne had failed to perform the most basic duties of a notary, i.e. she used her stamp without identifying the executor of the document and without recording that she had done it, both serious violations.
39. I told him I had decided not to bring any of my paperwork in or discuss my case with him since I intended to file a complaint, but I was sorry because I thought CluAnne was a victim.
40. Peter's hands were visibly shaking during the meeting.
41. I requested a certified copy of the June 9, 2015 page to show that entries had been made chronologically, but that this critical one was missing.
42. At first, Peter agreed to do get the certified copy for me, but then acted bewildered
43. He then was talking in a friendly, "aw shucks" kind of way, saying that he had never dealt with this before and that he needed to call the NV SOS before he could give it to me, just to be sure.

44. He told us we would have to come back later.
45. I complained that it is a nearly an hour and a half round trip to my house, and he said he would mail it to me.
46. I asked about the cost, and he said not to worry about it.
47. He called me back later and said he would not give me a certified copy, that he wasn't allowed to.
48. He said the NV SOS said I would only be entitled to a certified copy of a particular entry in the journal.
49. He told me that the NV SOS said they (Peter and CluAynne I guess) didn't have to give me anything because the journal entry I was looking for wasn't there.
50. He said they had let me look at the page for June 8, 2015, that was enough.
51. That it would be violating the privacy of the people whose signatures were on the rest of the page to let their private information be copied.
52. This seems strange to me given that the law provides for public inspection of the notary journal, and I didn't see there being any such restrictions on access.
53. He gave me the name of the person in the NV SOS who had provided him with this interpretation.
54. I called the woman at NVSOS (whose name I can't remember) shortly thereafter to verify.
55. When I told her I wanted a picture of the page for verification of the violation of NRS in not making a chronological entry in her journal of each notarial act for litigation purposes, she said, "Well, that's not gonna happen!"
56. The NV SOS employee inaccurately told me that I was only permitted to get a certified copy of my signature.
57. Below is an exact quote from an email I sent on August 9, 2016 describing the same event.
58. I wrote this email after I had met for the first time two other women who are dealing with HOA foreclosures. "Irma" is Irma Mendez and her property was also quit claimed to Joel and Sandra Stokes, as Trustees of Jimijack Irrevocable Trust.
59. The Quit Claim Deed to Irma's property was notarized by CluAynne M. Corwin on September 11, 2015.

I happen to have gone to his office a few months ago when I wanted to look at CluAnne M. Colwin's notary log because she falsely notarized the quit claim deed to Jimijack. Her boss is Peter Mortinson shares a law office with Hong & Hong at that address. CluAnne wouldn't speak to me and had her boss-attorney show me the journal. Peter showed me the page of her log, but she had failed to list any notarial duty on June 8, 2015 when she notarized Yuan Lee as being Thomas Lucas, personally appearing before her. Peter refused to give me a copy of the page since technically the law allows only a copy of the specific signature and not a copy of the page showing the absence of one.

I asked Peter if he represented any of these people with Hong and he said his notary CluAynne just occasionally notarized documents for them in a pinch, but she was usually so fastidious that he couldn't understand how on this one occasion she forgot to log it. He even tried to recruit me as a client saying he thought he could help me, but said I probably would

have a statute of limitations problem. it's interesting CluAnne also notarized Amir's signature on Irma's property that Irma says doesn't match Amir's signature and looks more like Hong's. Julie told me Peter has appeared for Hong.

1. On September 6, 2016, Mark Burton and I went to 10781 W. Twain without notice because we were on that side of town for Mark's appointment with a doctor.
2. I intended to ask to see the page for September 11, 2015 as there should be an entry for the quit claim deed for another HOA foreclosure that had gone to Joel and Sandra Stokes.
3. I wanted to see the September 11, 2015 page in CluAynne's notary journal to see if there was a pattern of her failing to record notarial acts when they involved documents which furthered Mr. Hong's clients'.
4. I intended to request to see the page for September 11, 2016, but I was never even given a chance to ask.
5. We went into the office about 11 AM, and while Mark waited on the couch, I told the receptionist I was Nona Tobin and was there to see CluAynne.
6. She said "Sure" and went to the back office.
7. The receptionist returned right away, saying "She'll be right out."
8. CluAynne did not come out.
9. Instead, Peter Mortenson came barreling out and before I could say anything, he said angrily, "I already spent enough time with you. I told you you're not getting any certified copies."
10. I remember thinking that he was trying to use his size and brusque manner and being a lawyer to bully me into just going away, and I'm sure, if I had been a smaller, more typical 67-year-old non-lawyer woman, it would have worked.
11. I said I wanted to look at a different signature and that I wasn't asking for a certified copy.
12. He refused, virtually yelling at me and telling me to stop bothering them, which I believe to be a violation of NRS 240.147.
13. A few of the things he said were, in my view, particularly bizarre:
 - a. "you don't have a right to be here";
 - b. "we are very busy; we're doing business here"
 - c. "You've done enough."
14. He said that they didn't have to give me anything.
15. I told him they did have to let the public inspect the journal.
16. He said several times "Well, go ahead and file a lawsuit. Just file a lawsuit to get it."
17. He turned without a civil word, fumbled with a key to get back behind a locked door to his office, and left me just standing there in the hall and Mark on the couch in the lobby.
18. When I notified Irma Mendez later on the evening of September 6 that I had been thrown out of Hong's office when I tried to look at CluAynne's notary journal for September 11, 2015, she said she had doubts about the validity of Amir's signature.
19. Irma's doubts were so substantial that she said she had found some examples of Amir's signature on court documents to compare and there was no similarity.
20. She said she then compared Amir's signature on the quit claim deed that gave her property from Amir to the Stokes and believed the signature had so much similarity to the signature of Joseph Y. Hong, the Stokes' attorney, that she suspected forgery.

21. At a December 20, 2016 hearing, my motion to intervene on the quiet title case A-15-720032 was granted, and I needed to get some additional information about notary problems with the quit claim deeds that moved through Hong's office to removed title from me or Irma Mendez to give title to the Stokes.
22. On December 28, 2016, I emailed and faxed a written request to CluAynne M. Corwin to provide me with certified copies of three lines in her journal (attached) related to quiet title cases involving the Stokes and their attorney, Mr. Hong.
23. On December 28, 2016, I faxed and sent by first class mail to 10781 W. Twain the attached request to Debra L. Batesel, notary public and employee of Hong & Hong, for a certified copy of the June 4, 2015 entry in her journal documenting the signature of Thomas Lucas quit claiming 2763 White Sage to F. Bondurant.
24. I called on January 3, 2016 to the office and asked the receptionist to tell CluAynne that I would be there on Thurs day to pick it up if I didn't hear from her.
25. Later that day, I also sent the attached letter first class and certified to CluAynne at her home address.
26. There was no answer or voicemail at Hong's office, but when I asked the receptionist both law offices shared if there was a different number for Hong's office, and I was told there it rang through to her, but she didn't pick it up.
27. I went to Hong's office and asked for Debra Batesel, but she was not in.
28. I asked for CluAynne next, but since I gave my real name, Peter came out.
29. Peter told me I couldn't just come in without an appointment.
30. Peter told me I was not to attempt to contact CluAynne at the address I found on the notary website.
31. Peter said she was his employee and he was paying her to work on other things.
32. Peter said CluAynne was not to be bothered at home.
33. I told him that these matters were in litigation and that it was unreasonable for him to be obstructionist.
34. Peter said I had only given one day's notice, but he seemed to disregard that CluAynne had not responded to phone, email, fax or mail requests to call me for over a week
35. Peter said that litigation takes a long time and that I shouldn't be so demanding when I didn't have an appointment.
36. Peter said he was writing me a letter and that maybe I should just wait for that. I said I would read his letter, but that I wanted to schedule an appointment now instead of waiting to schedule it.
37. He said he had spoken to the Secretary of State's office.
38. I said I wanted to schedule an appointment, and he said Tuesday, January 10 at 4 pm.
39. I faxed a notice to Debra Batesel that I would be in her office at that time and would like to review her journal then as well as get the previously requested certified copy of her notary act on June 4, 2015.
40. At the meeting, CluAynne would still not participate in a review of her journal, She was represented by Peter Mortenson, who said he was there as her employer, but did not say he was her attorney.
41. They were not able to provide copies of two of the entries I requested which both related to my case as CluAynne had not made an entry in her journal for either of those acts as she is required to do by Nevada notary laws.

42. The notarization of the quit claim deed for Irma Mendez house was supplied, and I gave it to her for inclusion in her complaint.
43. Debra Batesel came in when Peter was finished and gave me a non-certified copy of two signatures of Thomas Lucas she notarized on June 4, 2015, for the quit claim and surprisingly for a purchase and sale agreement, but did not bring in the notary book for me to inspect.
44. The difficulties I have had in trying to view these notary journals increase my suspicions that there is rampant notary fraud of the instruments recorded to convey HOA foreclosures to the Stokes.
45. 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 17th day of January, 2017.



Nona Tobin
2664 Olivia Heights Ave.
Henderson NV 89052
(702) 465-2199
nonatobin@gmail.com

Exhibits to NV SOS Complaint NRS Violations by a Notary Public

1. Quit Claim Deed for 2763 White Sage that notarized Yeun Lee signature as if it were Thomas' Lucas' signature and for which there is no entry in CluAynne M. Corwin's notary journal on June 8, 2015
2. Quit Claim Deed to 2763 White Sage that on June 4, 2015, Debra L. Batesel, an employee of Hong notarized what is believed to be Thomas Lucas' actual signature
3. Quit Claim Deed to a different property but that conveyed interest in another HOA foreclose to Joel and Sandra Stokes, as Trustees of Jimijack and was notarized by CluAynne M. Corwin on September 11, 2015, i.e. the page I wanted to see in CluAynne's notary journal to see if there was a pattern of her failing to record notarial acts when they involved documents which furthered Mr. Hong's clients
4. Relevant sections of NRS 240 governing notary publics
5. Relevant sections of NRS Statute of Frauds re conveyance of real property
6. NRS 205.395 False representation concerning title; penalties; civil action.
7. Letter from Peter Mortenson to me on January 5, 2017 regarding my request for public inspection of CluAynne M. Corwin's notary journal.

RELEVANT SECTIONS OF THE NRS 240 RE NOTARY PUBLICS

(emphasis added)

NRS 240.147 Unlawful destruction, defacement or concealment of notarial record. It is unlawful for a person to knowingly destroy, deface or conceal a notarial record. (Added to NRS by [1997, 930](#); A [2009, 3029](#))

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

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

(a) The fees charged, if any;

(b) The title of the document;

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

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

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

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

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

2. A notary public may make one entry in the journal which documents more than one notarial act if the notarial acts documented are performed:

(a) For the same person and at the same time; and

(b) On one document or on similar documents.

3. When performing a notarial act for a person, a notary public need not require the person to sign the journal if:

(a) The notary public has performed a notarial act for the person within the previous 6 months;

(b) The notary public has personal knowledge of the identity of the person; and

(c) The person is an employer or coworker of the notary public and the notarial act relates to a transaction performed in the ordinary course of the person's business.

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:

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

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

6. **The journal must:**

(a) Be open to public inspection.

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

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.

8. A notary public shall keep his or her journal in a secure location during any period in which the notary public is not making an entry or notation in the journal pursuant to this section.

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 or she ceases to be a notary public.**

10. A notary public shall file a report with the Secretary of State and the appropriate law enforcement agency if the journal of the notary public is lost or stolen.

11. The provisions of this section do not apply to a person who is authorized to perform a notarial act pursuant to paragraph (b), (c), (d) or (e) of subsection 1 of [NRS 240.1635](#).

[Part 18:49:1883; BH § 2359; C § 2483; RL § 2020; NCL § 2951] + [Part 21:49:1883; BH § 2362; C § 2486; RL § 2023; NCL § 2954]—(NRS A [1967, 533](#); [1993, 262](#); [1995, 193, 1596](#); [1997, 936](#); [2001, 654](#); [2007, 46](#); [2011, 1611](#); [2013, 1376](#))

NRS 240.150 Liability for misconduct or neglect; liability of employer; penalties for willful violation or neglect of duty; procedure upon revocation or suspension.

1. For misconduct or neglect in a case in which a notary public appointed pursuant to the authority of this State may act, either by the law of this State or of another state, territory or country, or by the law of nations, or by commercial usage, **the notary public is liable on his or her official bond to the parties injured thereby, for all the damages sustained.**

2. **The employer of a notary public may be assessed a civil penalty by the Secretary of State of not more than \$2,000 for each violation specified in subsection 4 committed by the notary public, and the employer is liable for any damages proximately caused by the misconduct of the notary public, if:**

(a) The notary public was acting within the scope of his or her employment at the time the notary public engaged in the misconduct; and

(b) The employer of the notary public consented to the misconduct of the notary public.

3. The Secretary of State may refuse to appoint or may suspend or revoke the appointment of a notary public who fails to provide to the Secretary of State, within a reasonable time, information that the Secretary of State requests from the notary public in connection with a complaint which alleges a violation of this chapter.

4. Except as otherwise provided in this chapter, for any willful violation or neglect of duty or other violation of this chapter, or upon proof that a notary public has been convicted of, or entered a plea of guilty, guilty but mentally ill or nolo contendere to, a crime described in paragraph (c) of subsection 2 of [NRS 240.010](#):

(a) The appointment of the notary public may be suspended for a period determined by the Secretary of State, but not exceeding the time remaining on the appointment;

(b) The appointment of the notary public may be revoked after a hearing; or

(c) The notary public may be assessed a civil penalty of not more than \$2,000 for each violation.

5. If the Secretary of State revokes or suspends the appointment of a notary public pursuant to this section, the Secretary of State shall:

(a) Notify the notary public in writing of the revocation or suspension;

(b) Cause notice of the revocation or suspension to be published on the website of the Secretary of State; and

(c) If a county clerk has issued a certificate of permission to perform marriages to the notary public pursuant to [NRS 122.064](#), notify the county clerk of the revocation or suspension.

6. Except as otherwise provided by law, the Secretary of State may assess the civil penalty that is authorized pursuant to this section upon a notary public whose appointment has expired if the notary public committed the violation that justifies the civil penalty before his or her appointment expired.

7. The appointment of a notary public may be suspended or revoked by the Secretary of State pending a hearing if the Secretary of State believes it is in the public interest or is necessary to protect the public.

[13:39:1864; B § 342; BH § 2247; C § 2414; RL § 2756; NCL § 4726]—(NRS A [1985, 1208; 1995, 194; 1997, 937; 2011, 1612; 2013, 1200; 2015, 932](#))

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

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 presence of the notary public** and:

(a) Is known to the notary public; or

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

2. A person who:

(a) Violates the provisions of subsection 1; or

(b) Aids and abets a notary public to commit a violation of subsection 1, is guilty of a gross misdemeanor.

(Added to NRS by [2005, 2274](#); A [2007, 1100](#))

NRS 240.075 Prohibited acts. A notary public shall not:

1. Influence a person to enter or not enter into a lawful transaction involving a notarial act performed by the notary public.

2. **Certify an instrument containing a statement known by the notary public to be false.**

3. Perform any act as a notary public with intent to deceive or defraud, including, without limitation, altering the journal that the notary public is required to keep pursuant to [NRS 240.120](#).

4. Endorse or promote any product, service or offering if his or her appointment as a notary public is used in the endorsement or promotional statement.

5. Certify photocopies of a certificate of birth, death or marriage or a divorce decree.

6. Allow any other person to use his or her notary's stamp.

7. Allow any other person to sign the notary's name in a notarial capacity.

8. Perform a notarial act on a document that contains only a signature.

9. Perform a notarial act on a document, including a form that requires the signer to provide information within blank spaces, unless the document has been filled out completely and has been signed.

10. Make or note a protest of a negotiable instrument unless the notary public is employed by a depository institution and the protest is made or noted within the scope of that employment. As used in this subsection, “depository institution” has the meaning ascribed to it in [NRS 657.037](#).

11. Affix his or her stamp to any document which does not contain a notarial certificate.

(Added to NRS by [1985, 1205](#); A [1987, 1114](#); [1995, 193](#); [2001, 653](#); [2011, 1610](#); [2015, 930](#))

NRS 205.395 False representation concerning title; penalties; civil action.

1. Every person who:

(a) Claims an interest in, or a lien or encumbrance against, real property in a document that is recorded in the office of the county recorder in which the real property is located and who knows or has reason to know that the document is forged or groundless, contains a material misstatement or false claim or is otherwise invalid;

(b) Executes or **notarizes** a document purporting to create an interest 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 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

(c) Causes a document described in paragraph (a) or (b) to be recorded in the office of the county recorder in which the real property is located and who knows or has reason to know that the document is forged or groundless, contains a material misstatement or false claim or is otherwise invalid,

□ has made a false representation concerning title.

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

3. A person who engages in a pattern of making false representations concerning title is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 3 years and a maximum term of not more than 20 years, or by a fine of not more than \$50,000, or by both fine and imprisonment.

4. In addition to the criminal penalties imposed for a violation of this section, any person who violates this section is subject to a civil penalty of not more than \$5,000 for each violation. This penalty must be recovered in a civil action, brought in the name of the State of Nevada by the Attorney General. In such an action, the Attorney General may recover reasonable attorney’s fees and costs.

5. Except as otherwise provided in this subsection, the owner or holder of the beneficial interest in real property which is the subject of a false representation concerning title may bring a civil action in the district court in and for the county in which the real property is located to recover any damages suffered by the owner or holder of the beneficial interest plus reasonable attorney’s fees and costs. The owner or holder of the beneficial interest in the real property must, before bringing a civil action pursuant to this subsection, send a written request to the person who made the false representation to record a document which corrects the false representation. If the person records such a document not later than 20 days after the date of the written request, the owner or holder of the beneficial interest may not bring a civil action pursuant to this subsection.

6. As used in this section:

(a) “Encumbrance” includes, without limitation, a lis pendens or other notice of the pendency of an action.

(b) “Pattern of making false representations concerning title” means one or more violations of a provision of subsection 1 committed in two or more transactions:

- (1) Which have the same or similar pattern, purposes, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics;
 - (2) Which are not isolated incidents within the preceding 4 years; and
 - (3) In which the aggregate loss or intended loss is more than \$250.
- [1911 C&P § 441; RL § 6706; NCL § 10394] — (NRS A [2011, 338, 1748](#); [2015, 1358](#))

STATUTE OF FRAUDS REGARDING CONVEYANCE OF REAL PROPERTY

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

***NRS 111.125 Proof required from subscribing witnesses.** No certificate of proof shall be granted unless subscribing witnesses shall 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. [12:9:1861; B 240; BH 2581; C 2651; RL 1029; NCL 1487]*

NRS 111.265 Persons authorized to take acknowledgment or proof within State. The proof or acknowledgment of every conveyance affecting any real property, if acknowledged or proved within this State, must be taken by one of the following persons: 1. A judge or a clerk of a court having a seal. 2. A notary public. 3. A justice of the peace. [Part 4:9:1861; A 1867, 103; B 231; BH 2572; C 2642; RL 1020; NCL 1478] (NRS A 1985, 1209; 1987, 123)

NRS 111.315 Recording of conveyances and instruments: Notice to third persons. Every conveyance of real property, and every instrument of writing setting forth an agreement to convey any real property, or whereby any real property may be affected, proved, acknowledged and certified in the manner prescribed in this chapter, to operate as notice to third persons, shall be recorded in the office of the recorder of the county in which the real property is situated...

NRS 111.345 Proof taken upon oath of incompetent witness: Instrument not admissible until established by competent proof. If the party contesting the proof of any conveyance or instrument shall make it appear that any such proof was taken upon the oath of an incompetent witness, neither such conveyance or instrument, nor the record thereof, shall be received in evidence, until established by other competent proof. [32:9:1861; B 260; BH 2601; C 2671; RL 1046; NCL 1504]

Inst #: 20150915-0002030
Fee: \$18.00 N/C Fee: \$0.00
RPTT: \$851.70 Ex: #
09/15/2015 02:32:25 PM
Receipt #: 2553618
Requestor:
LINEAR TITLE & CLOSING LTD.
Recorded By: OSA Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 124-29-314-081

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

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 11th day of September 2015, by Absolute Business Solutions, Inc. (hereinafter "Grantor(s)"), whose address is 1202 Alfred Avenue, #B, Building F, Yeadon, PA 19050, 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:

3416 Casa Alto Avenue, North Las Vegas, Nevada 89031

More particularly described as:

APN: 124-29-314-081

Lot One Hundred Seventy-Three (173) of FIESTA DEL NORTE-UNIT 2, as shown by map thereof on file in Book 110 of Plats, Page 64, 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:



Grantor

Amir M. Hujjutallah, Officer
Absolute Business Solutions, Inc.

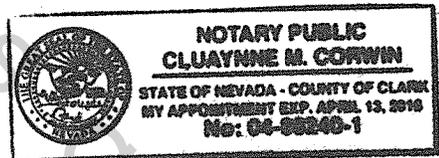
State of Nevada

County of Clark

ASBESTOS
COPIA

On this 11th day of September, 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 Amir M. Hujjutallah, Officer of Absolute Business Solutions, Inc., 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: 

*Notary Public
CluAynne m. Corwin
State of Nevada - County of Clark
my Appointment Exp. April 13, 2016
No: 04-88240-1

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
 a. 124-29-314-081
 b. _____
 c. _____
 d. _____

2. Type of Property:
- | | |
|--|---|
| a. <input type="checkbox"/> Vacant Land | b. <input checked="" type="checkbox"/> Single Fam. Res. |
| c. <input type="checkbox"/> Condo/Twnhse | d. <input type="checkbox"/> 2-4 Plex |
| e. <input type="checkbox"/> Apt. Bldg | f. <input type="checkbox"/> Comm'l/Ind'l |
| g. <input type="checkbox"/> Agricultural | h. <input type="checkbox"/> Mobile Home |
| <input type="checkbox"/> Other | |

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

- 3.a. Total Value/Sales Price of Property \$ 1,166,977.00
 b. Deed in Lieu of Foreclosure Only (value of property) (0)
 c. Transfer Tax Value: \$ 116,697.70
 d. Real Property Transfer Tax Due \$ 851.70

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

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 Audrey Porter Capacity: Agent
 Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Absolute Business Solutions, Inc.
 Address: 1202 Alfred Avenue #B, Building F
 City: Yeadon
 State: PA Zip: 19050

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Joel A. Stokes & Sandra F. Stokes, as
 Address: 5 Summit Walk Trail Trustees of
 City: Henderson the Jimjack
 State: NV Zip: 89052 Irrevocable
 Trust

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

Print Name: Linear Title & Closing, LTD. Escrow # NVL-452256-P
 Address: 10785 W. Twain Ave., Ste. 110
 City: Las Vegas State: NV Zip: 89135

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Inst #: 20150609-0001537
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1377.00 Ex: #
06/09/2015 12:58:36 PM
Receipt #: 2452509
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

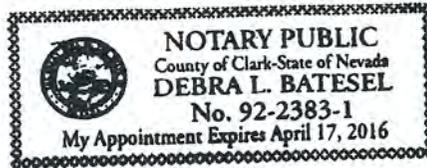
Thomas Lucas, Manager
Opportunity Homes LLC

State of Nevada)
County of Clark) ss

On this 4th 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



**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
 i) Other _____

FOR RECORDERS OPTIONAL USE	
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 (\$ _____))
 c) Transfer Tax Value: \$ _____
 d) Real Property Transfer Tax Due \$ 1377.00

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per 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: Grantor
 Signature: _____ Capacity: _____

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

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

Print Name: Opportunity Homes, LLC
 Address: 2657 Windmill Pkwy.
 City: Henderson
 State: NV Zip: 89074

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

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

Print Name: Robert Coy Smith File Number: _____
 Address: 446 Beautiful
 City: Las Vegas State: Nevada Zip: 89138

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Inst #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

(3)

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

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.

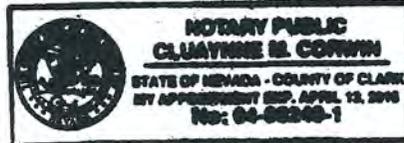
Signed, sealed and delivered in presence of:

yeun Lee
Grantor
yeun Lee manager

State of Nevada)
County of Clark) ss

On this 8th day of June, 2015, before me, Cluayne 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: Cluayne M. Corwin

No 04-08240-1
April 12, 2016

**STATE OF NEVADA
DECLARATION OF VALUE**

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

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

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

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

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

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

Signature [Handwritten Signature] Capacity: Manager
 Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)
 Print Name: F. Bondurant LLC
 Address: 10781 W. Twain
 City: Las Vegas
 State: Nevada Zip: 89135

BUYER (GRANTEE) INFORMATION (REQUIRED)
 Print Name: Joel A Stokes and Sandra Stokes Jimi Jack Irrevocable Trust
 Address: 5 Summit Walk Trail
 City: Henderson
 State: Nevada Zip: 89052

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: Robert Goldsmith Escrow # _____
 Address: 446 Beautiful Hill
 City: Las Vegas State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

MORTENSON & RAFIE

DARIUS F. RAFIE, ESQ. †‡
PETER B. MORTENSON, ESQ. †
LAUREN A. BARBARUOLO, ESQ. †∞
MICHAEL V. CASTILLO, ESQ. †

ATTORNEYS AT LAW
a limited liability partnership
† Admitted in Nevada
‡ Admitted in Utah
∞ Admitted in Arizona

10781 WEST TWAIN AVENUE
LAS VEGAS, NEVADA 89135
TELEPHONE: (702) 363-4190
FACSIMILE: (702) 363-4107
E-MAIL: MORTENSONANDRAFIE@NVLAW.US

January 5, 2017

Nona Tobin
2664 Oliva Heights Avenue
Henderson, Nevada 89052

Via U. S. Mail
and U. S. Certified Mail Return Receipt Requested 7014 0150 0000 6574 5812

**Re: CluAynne M. Corwin
Notary Public State of Nevada
Certificate Number 04-88240-1**

Dear Ms. Tobin:

We are in receipt of correspondence dated December 28, 2016, which was faxed to our office and sent to Ms. Corwin's office e-mail address. Ms. Corwin is also in receipt of correspondence dated January 3, 2017, which was sent to her home address via U. S. Certified Mail.

First and foremost, Ms. Corwin did act and will continue to act as an agent and employee of the Law Office of Mortenson & Rafie, LLP, and as such she should only be contacted via means associated with the Law Office of Mortenson & Rafie, LLP. Please immediately cease and desist from contacting Ms. Corwin in any manner at her home address.

Second, the certificate number that you have indicated in your December 28, 2016 and January 3, 2017, correspondence is incorrect. You have stated that Ms. Corwin's Notary Public State of Nevada Certificate Number is 04-08240-1 when in fact her Notary Public State of Nevada Certificate Number is 04-88240-1.

Third, going forward should you wish to inspect her Notary Journal or speak to her in person, you will need to first contact our office and make an appointment. In the future any meeting with Ms. Corwin will also include myself in the capacity of her employer. Also, to confirm your statement contained in the December 28, 2016, correspondence is accurate that you inspected her Notary Journal on June 8, 2016. Therefore, her compliance with your previous request has been fulfilled.

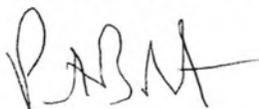
Fourth, the language contained in your January 5, 2017, correspondence wherein you state "your lack of compliance with the Nevada notary law will not be tolerated", can only be interpreted as a threat. Should any future written or verbal communications contain any such manner of a threat the appropriate authorities will be contacted.

Finally, with regard to the requests made in your letters, please find enclosed a certified copy Ms. Corwin's Notary Journal page documenting Mr. Amir Mahdi Hujjatallah's signature dated September 11, 2015. This is the only Notary Journal entry we are able to provide you at this time.

Our office has been in contact with the Nevada Secretary of State's office with regard to your communications and have been advised appropriately as to the steps to be taken to comply with your requests.

We expect this responsive correspondence to conclude this matter and that no further communications relating to this matter should be warranted.

Sincerely,
MORTENSON & RAFIE, LLP

A handwritten signature in black ink, appearing to read "PBM", with a long horizontal flourish extending to the right.

Peter B. Mortenson, Esq.

PBM
Enclosure
Cc: Joseph Hong, Esq.



Nona Tobin <nonatobin@gmail.com>

Peter Mortenson letter re CluAynne notarizing Amir's signature

1 message

Nona Tobin <nonatobin@gmail.com>

Mon, Jan 9, 2017 at 11:54 AM

To: Irma mendez <centuryhomes90@gmail.com>

This is crazy. Peter scheduled a meeting with me (at my insistence) tomorrow at 4 PM in his office so I can inspect the notary book. I bet after this letter, he'll try to cancel. I don't know what type of ID she is claiming Amir used, and I really don't get why the copy was certified by a different notary.

I am going to send a fax to Hong and Debra Batesel (Hong's employee who notarized another quit claim getting Bruce's house to the Stokes) telling her that I want to inspect her book at the same time. She has not responded to my fax on 12/28/16 or phone call, first class letter or certified letter on 1/3/17.

Hong's office at 10781 W. Twain where all these people work uses Peter Mortenson's receptionist to answer Hong's phones (702) 870-1777. I called on 1/3/17 both to talk to Hong about why he didn't approve the proposed order on my motion and to make an appointment with Debra to review her notary journal, and there was no answer, no voice mail, no answering service. I called Peter Mortenson's phone number, and the receptionist said they were not in. I asked for a new number to the office, and she said there wasn't one.

When I went into the office on 1/5/17, I asked for Debra, but she wasn't in. I asked if she physically worked in the building, and according to the receptionist, Debra does work in the office.

When I commented to the receptionist about the phone just ringing, she looked a little irritated. She said she didn't actually work for Hong; she was their "concierge" and sometimes she just let it ring on. I also picked up a card that has Hong's cell on it (702) 336-7001 in case you need it.

After tomorrow's meeting, I am going to complete my affidavit and take it down to the District Attorney on Wed.

Nona

 **20170105 ltr P Mortenson.pdf**
901K

TOBIN. 2581

EXHIBIT 11

EXHIBIT 11

EXHIBIT 12

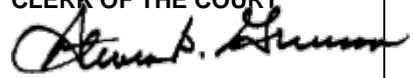
EXHIBIT 12

EXHIBIT 13

EXHIBIT 13

EXHIBIT 14

EXHIBIT 14



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

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

16 **DISTRICT COURT**
17 **CLARK COUNTY, NEVADA**

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

21 Plaintiffs,

22 vs.

23 BANK OF AMERICA, N.A.,

24 Defendant,

25 NATIONSTAR MORTGAGE LLC

26 Counter-Claimant,

27 vs.

28 JIMI JACK IRREVOCABLE TRUST,

Counter-Defendant,

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept No. XXXI

**NATIONSTAR MORTGAGE LLC'S
THREE DAY NOTICE OF INTENT TO
TAKE DEFAULT AGAINST JIMI JACK
IRREVOCABLE TRUST**

AKERMAN LLP

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

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

Counter-Claimant,

vs.

JOEL A. STOKES and SANDRA F. STOKES,
as trustees of the JIMI JACK IRREVOCABLE
TRUST, SUN CITY ANTHEM
COMMUNITY ASSOCIATION, INC., YUEN
K. LEE, an Individual, d/b/a Manager, F.
BONDURANT, LLC, and DOES 1-10, and
ROE CORPORATIONS 1-10, inclusive,

Counter-Defendants.

PLEASE TAKE NOTICE that Counterclaimant Nationstar Mortgage LLC (**Nationstar**) by
and through its attorneys at the law firm AKERMAN LLP, intends to take the Default of Counter-
Defendant Jimijack Irrevocable Trust (**Jimijack**) unless Jimijack files an answer or other responsive
pleading to Nationstar's Answer to Plaintiff's Complaint and Counterclaim within three (3) days of
this notice.

DATED March 18, 2019

AKERMAN LLP

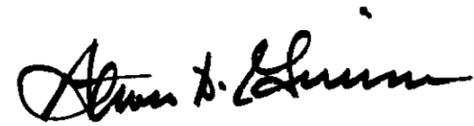
/s/Melanie D. Morgan

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

EXHIBIT 15

EXHIBIT 15



CLERK OF THE COURT

1 **TDN**
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/Counterclaimant,
5 *In Proper Person*

6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

8 JOEL A. STOKES and SANDRA F. STOKES,
as trustees of the JIMI JACK 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 JIMI JACK IRREVOCABLE TRUST;
20 OPPORTUNITY HOMES, LLC, a Nevada
limited liability company; F. BONDURANT,
21 LLC, a Nevada limited liability company;
DOES I through X, inclusive; and ROE
22 CORPORATIONS XI THROUGH XX,
inclusive,

23 Counter-Defendants
24

Case No.: A-15-720032-C

Dept. No.: XXXI

**THREE DAY NOTICE OF INTENT TO
TAKE DEFAULT**

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

4 Cross-Claimant,

5 vs.

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

9 Cross-Defendants.

10 **THREE DAY NOTICE OF INTENT TO TAKE DEFAULT**

11 TO: JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIACK
12 IRREVOCABLE TRUST, Plaintiffs/Counter-Defendants; and

13 TO: JOSEPH Y. HONG, ESQ., attorney for Plaintiffs/Counter-Defendants.

14 Please take notice that the Counterclaimant, Nona Tobin, intends to take the Default of
15 the Counter-Defendant above named unless an Answer or other responsive pleading is filed
16 herein on or before three (3) days from the date of this Notice.

17 Dated this 7th day of March, 2017.

18 */s/ Nona Tobin*_____

19 NONA TOBIN, Trustee

20 Gordon B. Hansen Trust, Dated 8/22/08

21 2664 Olivia Heights Avenue

22 Henderson NV 89052

23 Phone: (702) 465-2199

24 nonatobin@gmail.com

Defendant-in-Intervention, Cross-Claimant

In Proper Person

1 **CERTIFICATE OF SERVICE**

2 I, NONA TOBIN, hereby certify that on this 7th day of March, 2017, I served the attached
3 THREE DAY NOTICE OF INTENT TO TAKE DEFAULT, to all parties via the Court's
4 Wiznet electronic filing and e-mail service system.

5 /s/ Nona Tobin
6 NONA TOBIN, Cross-claimant

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EXHIBIT D

EXHIBIT D

1 MICHAEL R. MUSHKIN
Nevada Bar No. 2421
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Michael@mushlaw.com
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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.

BANK OF AMERICA, N.A

17 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.

**TOBIN DRAFT – NOT
FILED BY COUNSEL
OR PLACED BEFORE
THE COURT**

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

28 Counter-claimant,

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.

9 **I. Introduction**

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

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

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

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

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

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

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

26 4. Tobin also opposed the Nationstar Joinder as

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

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.

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

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

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

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

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

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

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

19 54. Nona [Tobin's March 28, 2017 deed](#) has priority over Jimijack's inadmissible June 9,
20 2015 deed, and all other parties with deeds have disclaimed interest.

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

23 56. On March 28, 2017. Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded a
24

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.

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

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

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

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

22
23 Fargo's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in
24 connection with, and relates solely to that certain Servicing Rights Release and Transfer Agreement
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
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23 **V. Legal Standard**

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

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

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

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

6 **VI. Conclusion**

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

9 a. SCA did not conduct a valid sale.

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

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

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

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

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

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

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

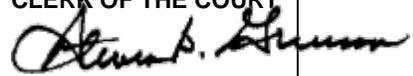
26 96. Tobin, as an SCA homeowner, is damaged by SCA Board failing to enforce the
27 indemnity clause in its undisclosed [April 27, 2012 contract with RRFS](#) in **any** of the
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litigation or settlements involving RRFS collections and foreclosures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

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

Dated this ____ day of March 2019.



1 **MNTR**

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

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

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

13 Counter-Claimant

14 vs.

15 JOEL A. STOKES and SANDRA F.
16 STOKES, as trustees of the JIMI JACK
17 IRREVOCABLE TRUST and YUEN
18 K. LEE, an Individual, and
19 BONDURANT, LLC,

20 Counter-Defendants
21 _____

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

Department: XXXI

HEARING REQUESTED

**NONA TOBIN'S MOTIONS FOR A NEW
TRIAL PER RULE 54 (B) AND RULE 59
(1)(A)(B)(C)(F)**

22 COMES NOW, NONA TOBIN, AN INDIVIDUAL In Proper Person, to move the court
23 to give Nona Tobin, the opportunity to have her claims, as an individual, be heard on their merits
24 Her claims have been filed into this case primarily as a Pro Se litigant. None of her claims have
been adjudicated on their merits since she first began filing into these consolidated cases on July
29, 2016.

The June 5-6, 2019 trial did not adjudicate Nona Tobin's individual filed claims due to
irregularities in the proceedings, attorney misconduct, errors and omissions, abuse of judicial

1 discretion, and surprising pre-trial orders against which Tobin was obstructed from defending
2 herself.

3
4 **MEMORANDUM OF POINTS AND AUTHORITIES**

5 **I.**

6 **INTRODUCTION**

7 This motion is made in the interest of judicial efficiency as it may prevent the cost and
8 time of two separate appeals, one appeal by Nona Tobin, as Trustee of the Gordon B. Hansen
9 Trust, (Herein “the GBH Trust”), represented by Mushkin, Coppedge Cica, and a separate
10 appeal for Nona Tobin, the individual, as a Pro Se litigant.

11 Nona Tobin has interests in this case, and has standing vis-à-vis Sun City Anthem as an
12 individual in other ways besides her role as trustee of the Gordon B. Hansen Trust, dated
13 8/22/08.

14 The GBH Trust will file a Notice of Appeal within the next few days. The GBH Trust
15 is aggrieved by the 6/24/19 order, as it was essentially a “rubber stamp” of the highly-disputed
16 April 17, 2019 Order, entered on April 18, 2019, that granted Sun City Anthem’s, unwarranted
17 and possibly sanctionable, Motion of Summary Judgment and NSM’s, equally improper and
18 possibly sanctionable joinder, that Tobin asserts were both granted without the Court placing
19 any requirement on the prevailing parties to produce admissible evidence to support their
20 claims.

21 Nona Tobin, the individual, (Herein “Tobin”) is aggrieved by those issues as she will
22 be bound by the results of a trial she was excluded from, at the last minute, based solely on the
23 Court’s erroneous acceptance of the false statement of adverse parties without granting Tobin
24 an opportunity to speak for herself

1 **II.**

2 **LEGAL STANDARDS AND ARGUMENT**

3 **A. The claims of all parties should be fully adjudicated by the trial court.**

4 **Rule 54. (b) Judgment on Multiple Claims or Involving Multiple Parties.**

5 When an action presents more than one claim for relief —whether as a claim,
6 counterclaim, crossclaim, or third party claim — or when multiple parties are
7 involved, the court may direct entry of a final judgment as to one or more, but fewer
8 than all, claims or parties **only if the court expressly determines that there is no
9 just reason for delay.**

10 Otherwise, any order or other decision, however designated, that adjudicates fewer
11 than all the claims or the rights and liabilities of fewer than all the parties does not
12 end the action as to any of the claims or parties and **may be revised at any time
13 before the entry of a judgment adjudicating all the claims and all the parties’
14 rights and liabilities.**

15 1. In order to grant partial final judgment, the Court must determine two distinct issues: (I)
16 that the claims and parties subject to the partial final judgment are both separable from the rest
17 of the ligation and (II) that “there is no just reason for delay” in granting partial final judgment.
18 N.M. ex rel. State Eng’r v. Trujillo, 813 F.3d 1308, 1316 (10th Cir. 2016).

19 2. The Court can’t separate, and bypass, Tobin’s claims from the rest of the litigation.

20 3. Quiet title is a zero sum game.

21 4. A more probable outcome of the 100%-cent certain double appeal is to remand versus
22 reversal.

23 **B. Granting a new trial is an elegant solution avoiding wasteful appeals.**

24 **Rule 59. New Trials;**

(a)(1) **Grounds for New Trial.** The court may, on motion, grant a new trial on all or some of the issues — and to any party —for any of the following causes or grounds **materially affecting the substantial rights of the moving party:**

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- (A) **irregularity in the proceedings of the court**, jury, master, or **adverse party or in any order of the court** or ...**any abuse of discretion by which either party was prevented from having a fair trial**;
- (B) **misconduct of the ... prevailing party**;
- (C) ... **surprise that ordinary prudence could not have guarded against**;
- (F) **excessive damages** appearing to have been given under the influence of passion or prejudice; or

5. A new trial on the grounds stated authorized by Rule 59 is the appropriate remedy for Nona Tobin’s inability to defend as an individual were extinguished without her claims being heard, or her being allowed to mount a defense based on evidence rather than on oral argument at the June 5-6 trial. SCA has interfered with Tobin’s quiet title claim being fairly adjudicated.

C. Irregularities in the proceedings, by adverse parties resulted in orders of the court that materially affected Tobin’s substantial rights to a fair trial.

6. **Rule 11 sanctions** were imposed disproportionately against Tobin for errors and omissions of her counsel of record that were precipitated in large part by misrepresentations to the Court by opposing counsels.

7. Due to the failure of Counsel f Record’s filing a timely request to withdraw, Tobin was silenced and penalized for errors outside of her control.

8. **Ex-parte orders** were issued against Tobin at an unnoticed April 23, 2019 hearing that allegedly placed Tobin’s April 12, 2019 Opposition to NSM’s MSJ against Jimijack and her counter -motion against jimijack on the Court’s calendar to be heard in isolation.

9. **No Court-initiated notice, but deceptive notice**, caused by attorneys Hong and Morgan effectuated the e-service of two notices, SAO dated April 15, 2019 and NTSO April 22, 2019, that published the contiunance of the April 23, 2019 hearing on NSM’s Motion for Summary Judgment to May 7, 2019.

1 10. There was no Clerk's notice through the Court's Efile and serve system lifting that court-
2 ordered continuance, and certainly no "heads-up" from opposing counsels, to Tobin or her
3 counsel of record that they were going to be in court when no hearing was supposed to occur.

4 11. The minutes of that hearing are quite elucidating, and the transcripts, now in the record,
5 even more so.

6 12. In addition to declaring Pro se pleadings and notices that included over 800 pages of
7 exhibits and declarations made under penalty of perjury ,that provide admissible evidence
8 supporting Tobin's claims that neither Jmijack nor NSM have one shred of evidence entered into
9 the record during discovery that support their ownership claims.

10 **D. The Court has not evaluated opposing parties' proffered evidence on equal**
11 **standards**

12 13. **Further evidence is available for a new trial** to support Tobin's claims that was withheld
13 in discovery, ignored in Tobin's pleadings and excluded or unavailable at the highly restrictive
14 trial.

15 14. Transcripts for eight hearings in this case have been filed into the case record in the last
16 few weeks; five more were ordered today, and are accessible to all the parties to refresh their
17 memories about the court record.

18 15. Focusing negative attention on Tobin allowed the parties to divert the Court's attention
19 from some inconvenient truths:

20 16. JJ has never entered one shred of evidence into the record since the Stokes began as the
21 Plaintiffs in this case.

22 **E. Tobin's notice of completion of mediation was declared rogue on April 23 at the**
23 **strong urging or opposing counsels Morgan and Hong. It will be re-filed Pro Se now.**

1 17. **Tobin asserts that the Court does not have jurisdiction pursuant to NRS 38.310 to**
2 **grant Jimijack equitable relief**

3 18. against Sun City Anthem member in good standing Tobin who completed mediation
4 despite Sun City Anthem's complete lack of good faith participation.

5 19. Sun City Anthem did not require the Stokes to go to mediation, nor did SCA file a motion
6 to dismiss their claims for the Court's lack of jurisdiction pursuant to NRS 38.310(2) to grant them
7 relief (at SCA member Tobin's expense) court's jurisdiction to grant relief to Jimijack.

8 20. no trust instrument has been entered to prove that Jimijack a legal entity. There is no proof
9 of payment of valuable consideration of any amount at the time, to anyone, no purchase
10 agreement, no admissible deed, no explanation of why the SCA ownership records don't show
11 that the house was sold by SCA or bought by Thomas Lucas or that yuen k Lee was ever an
12 owner.

13 21. SCA deflects from the fact that the agents are controlling the Board and misrepresenting
14 what their fiduciary duties are to the membership.

15 22. NSM is simply lying about owning the note and used Jimijack's non-bona fide purchaser
16 status as a way to get out of having to meet the requirements of NRS 107.

17 Divert, Deflect and Deny

18 **F. The SCA Motion for Summary Judgment and the NSM Joinder were, Tobin asserts,**
19 **sanctionable pursuant to Rule 11**

20 23. The court allowed NSM and Jimijack to bargain away Tobin's and the GBH Trust's
21 property rights before the trial.

22 24. See Tobin Declarations, dated June 20 and June 21, 2019, filed to support Tobin's Motion
23 to Intervene, filed into this case on June 17, 2019, but remain pending.

24

1 25. SCA MSJ and NSM Joinder contain many disputed material facts and do not address all
2 the issues of law that Tobin included in her EDCR 2.67 supplement (refused by the Court at the
3 calendar Call but included as an exhibit herein.-

4 26. The Court issued a minute order granting the SCA MSJ and the NSM Joinder on March 5,
5 2019 at 4:45 PM, one hour after Tobin's 116-page Opposition was filed

6 27. **The April 17, 2019 order was treated by all parties as the end of the case, making a
7 mockery of the justice that is supposed to be meted out at trial.**

8 28. The April 29, 2019 Motion for Reconsideration was not evaluated on its merits.

9 29. The Opposition of the parties focused on a Res Adjudicata argument,

10 **G. Tobin's Pro se Motion, filed on April 24, 2019 to Vacate the 4/17/19 order is in**
11 **limbo and will be re-filed in conjunction with a motion to set aside the 6/24/19**
12 **order**

13 30. The Court disregarded 500 pages of exhibits refuting SCA's alleged "undisputed facts",
14 including authenticated Ombudsman Notice of Sale Compliance records and SCA's own
15 official Board minutes and ownership records were given no weight in favor of attorneys' oral
16 argument that misrepresented the evidence and the law.

17 **H. Nationstar -Jimijack colluded to deprive Tobin of a fair adjudication of a quiet title**
18 **dispute**

19 31. Jimijack-NSM deal ramped up in March right after the Akerman attorneys were served as
20 respondents in Tobin's 3/14/19 complaint, made under penalty of perjury, to the Nevada State
21 Attorney General (AG 2-2019).

22 32. Note the AG complaint was also included with two of the pleadings that the Court
23 declared on April 23, 2019 at the ex-parte hearing were rogue documents that had to be struck
24 from the record based on the advice of opposing counsel.

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I. Filing false affidavits against title and abusing this civil action to create ownership rights is fraud.

33. Per its own disclosures, in addition to the Broker records of 2 1.2 years of listing the property, Nationstar (Herein “NSM”) has no admissible evidence to support its claim to own the beneficial interest of the DOT.

34. NSM’s “settlement” with Jimijack was a fraudulent way to get ownership of a property that it could not foreclose on if they were required to meet the standards of NRS 107, as amended by AB284(2011).

35. Counter-defendants’ attorneys Morgan and Hong orchestrated the April 23, 2019 hearing to be an unnoticed, ex-parte meeting that excluded Tobin and Counsel of Record by serving notice that the April 23, 2019 hearing was continued by court order to May 7, 2019.

36. The Court erred in relying on the duplicitous representations of opposing counsels. The Court stripped Tobin of any ability to communicate with the Court or to defend herself against their false accusations, and yet Tobin must be bound by the results of a trial at which the Trial judge adjudicated the claims of other parties based on zero evidence.

J. Nona Tobin’s standing, and rights to make claims, as an individual, in this civil action, have been mischaracterized for improper purposes by opposing counsels.

Tobin has held the recorded title interest of the GBH Trust in the property since 3/28/17

37. All parties were put on notice, including the court, that Tobin recorded a valid deed to 2763 White Sage as an individual on March 28, 2017.

38. Tobin’s authority to move the title out of the Trust is articulated specifically in the terms of the Trust Instrument, and by reference to specific provisions in NRS.

1 39. Further, the concurrent termination of the Trust was justified as a Trust with no assets
2 could be closed as not worth the cost of administration pursuant to NRS 163.187.

3 40. The real issue that makes the bullying by opposing counsels all the more egregious is that
4 Tobin's action was taken in 2017 to try to get David Ochoa to stop obstructing the resolution of
5 her claims before she was elected to the Sun City Anthem Board.

6 41. References to the Tobin deed have been in oral (3/28/17 hearing and 4/27/17 hearing)
7 and written representations by Tobin in January- April 2017 when she was allowed to speak as
8 a Pro Se in this case and from April through July 2019 when she wasn't.

9 42. The Tobin deed was disclosed along with three disclaimers of interest (Steven Hansen,
10 Yuen K. Lee/F. Bondurant, LLC and Thomas Lucas/Opportunity Homes, LLC, I recorded

11 43. The Trust documents have been presented to the court since her 11/15/16 Motion to
12 Intervene. These documents not only establish that there has only ever been one GBH Trust,
13 dated 8/22/08. There was only one successor trustee, Nona Tobin, nominated upon the creation
14 of the trust, and effectuated upon the death of the original Trustee, Gordon B. Hansen
15 amendment

16 44. As such she has been a Sun City Anthem owner, resident, and member in good standing
17 with only one \$25 late fee due and payable on her property for over 15 years.

18 45. Sun City Anthem (Herein "SCA) attorneys violated Tobin's rights under SCA CC&Rs
19 XVI Alternate Dispute Resolution and Limits of Litigation by obstructing SCA Board's
20 investigation of the sale to determine if it should have been voided for statutory violations,
21 violations of due process guaranteed by NRS 116 and SCA CC&Rs.

22 46. Had the CC&R contract binding Tobin and SCA not been breached, both Tobin and SCA
23 could have resolved the dispute at no personal or financial cost in March 2017, and the case
24

1 would have been closed. Nationstar could have pursued foreclosure if it chose to comply with
2 NRS 107.

3 **K. Role of SCA if the motion for a new trial is granted should be non-intrusive.**

4
5 47. Over the past two plus years, SCA has interfered in the quiet title dispute that should
6 have solely been between the trustees of the Jimijack and GBH Trusts.

7 48. SCA's attorneys and agents have concealed and falsified official records, have
8 misrepresented the facts, the evidence and the law.

9 49. Attorneys have covered up the wrong-doing of the debt collectors and have assisted
10 SCA's agents to be unjustly enriched by a complete lack of appropriate and legally-mandated
11 financial control over the assessments collected for the benefit of the SCA membership.

12 50. Exhibit 1 is a settlement agreement drafted by Tobin, but not presented to SCA prior to
13 the trial.

14 51. Tobin petitions the court to consider requiring the SCA to facilitate, rather than obstruct
15 adjudication of the quiet title dispute between Tobin/GBH Trust and the Stokes/Jimijack, by
16 either stipulating to the facts alleged in Appendix A of the Exhibit or producing admissible
17 evidence to refute those facts.

18
19 **II.**

20 **CONCLUSION**

21 Nona Tobin, as an individual, respectfully requests that the Court grant her motion for a
22 new trial to adjudicate her claims against Jimijack/Lee.

23 Further, Tobin petitions the court to enforce a new ruling of quiet title in Tobin's favor
24 against Joel Stokes who has held recorded title interest since May 1, 2019 since he removed the

1 property from the Jimijack Irrevocable Trust before the quiet title dispute with Tobin was
2 litigated.

3 Finally, Tobin petitions the Court to keep Sun City Anthem from obstructing the Court's
4 fair evaluation of the evidence.

5 Dated this 22ND day of JULY, 2019,

6 
7

8 NONA TOBIN, AN INDIVIDUAL
9 2664 Olivia Heights Avenue
10 Henderson NV 89052
11 Office: (702) 465-2199
12 nonatobin@gmail.com
13 *In Proper Person*

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CERTIFICATE OF SERVICE

I, NONA TOBIN, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this the 22ND day of JULY, 2019, I served via the Clark County electronic filing system a true and correct copy of the foregoing **NONA TOBIN'S MOTION FOR A NEW TRIAL PER RULE 54 (B) AND RULE 59 (1)(A)(B)(C)(F)** to all parties listed in the Odyssey eFileNV contact list:



Nona Tobin

EXHIBIT 1

EXHIBIT 1

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
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 trustees of the JIMI JACK
14 IRREVOCABLE TRUST,

15 Plaintiffs,

16 vs.

17 BANK OF AMERICA, N.A.,

18 Defendant.

19

NATIONSTAR MORTGAGE, LLC,
20 Counter-Claimant,

21 vs.

22 JIMI JACK IRREVOCABLE TRUST;
23 Counter-Defendant

24

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

26 Cross-Claimant,

27 vs.

28 JOEL A. STOKES and SANDRA F.

Case No.: A-15-720032-C

Department: XXXI

Consolidated with: A-16-730078-C

STIPULATION AND ORDER

NOTICE OF SETTLEMENT

**DRAFTED MAY 26,
2019
NOT USED FOR
JUNE 5-6, 2019
TRIAL**

**RECOMMENDED
FOR USE IF
MOTION FOR A
NEW TRIAL IS
GRANTED**

1 STOKES, as trustees of the JIMIACK
2 IRREVOCABLE TRUST; SUN CITY
3 ANTHEM COMMUNITY
4 ASSOCIATION, INC., Yuen K. Lee, an
5 individual, d/b/a Manager, F. Bondurant,
6 LLC, and DOES 1-10 AND ROE
7 CORPORATIONS 1-10, inclusive

8 Cross-Defendant.

9 IT IS HEREBY STIPULATED AND AGREED, by and between Cross-Defendant Sun
10 City Anthem Community Association, by and through its attorneys, LIPSON, NEILSON, COLE,
11 SELTZER & GARIN, P.C. and Cross-Claimant Nona Tobin, an individual and Trustee of the
12 Gordon B. Hansen Trust, by and through counsel, MUSHKIN CICA COPPEDGE, that the Court
13 set aside the order, entered on April 18, 2019, granting the SCA MSJ.

14 The parties agree that Tobin's evidence, including her declarations and those made by the
15 two listing agents, Leidy and Proudfit, made under penalty of perjury, as well as Sun City
16 Anthem Board meeting agendas, minutes, and ownership records, and the compliance records of
17 the State of Nevada Ombudsman for Common Interest Communities, refute many of the findings
18 of fact in the order.

- 19 1. SCA stipulates to the facts in Exhibit A.
- 20 2. In consideration for this agreement, Tobin dismisses all her claims against SCA,
21 so SCA is no longer a party to her quiet title action against Jimijack.
- 22 3. Upon court approval of this settlement,
 - 23 a. The order for summary judgment, entered, April 18, 2019, is set aside
 - 24 b. Tobin's motion for reconsideration withdrawn as moot.

1 c. Tobin agrees to make no claims against SCA for damages or attorney fees
2 caused by this action.

3
4 4. Given the stipulated facts listed in Exhibit A justifying vacating the order, SCA
5 and Tobin jointly petition the court to vacate the order and to declare the sale void
6 as:

7 a. it was not authorized by valid Board action,

8 b. was conducted without proper notice, and

9 c. SCA's agent Red Rock Financial Services (RRFS) was not authorized to
10 proceed with the sale after it had, without notice to the SCA Board or to
11 the owner, unilaterally rejected two tenders of the super-priority (made
12 May 9, 2013 by BANA/Miles Bauer and on May 28, 2014 by
13 Nationstar/Veronica Duran) and had misapplied a third tender from the
14 owner (submitted on 10/3/12) that would have corrected the delinquency
15 and rendered further collection actions unnecessary.
16
17

18 5. SCA joins with Tobin to petition the court to declare the sale was not valid to
19 remove all rights, title and estate from the Gordon B Hansen Trust.
20

21 **In the June 5-7 trial, SCA will not be a party**

22 6. Tobin's claims against Jimijack and Yuen Lee (quiet title, equitable relief, civil
23 conspiracy, and unjust enrichment) remain.

24 7. SCA agrees not to obstruct Tobin's prosecution of her case against those parties.

25 8. SCA withdraws its opposition to Tobin's standing as an Individual, as the real
26 party in interest.
27
28

1 9. If required, SCA will produce Elyssa Rammos, SCA Custodian of Records, to
2 testify at the June 5-7 trial to verify that no SCA Board meeting minutes exist that
3 document any valid SCA Board corporate action to authorize the foreclosure sale.
4

5 10. SCA has no opposition to Tobin's use of the Nevada State notice of sale
6 compliance records as evidence in her trial against Jimijack and Lee to show that
7 there was no valid notice of sale in effect when the 8/15/14 sale occurred and that
8 the foreclosure deed was never delivered to the Ombudsman.
9

10 **Distribution of the Proceeds of the Sale**
11

12 11. SCA Board agrees to take control of the \$57,282.32 proceeds of the sale, plus five
13 years interest, that were not given to the court , but have been retained by RRFS.

14 12. Sun City Anthem will maintain these funds in an SCA bank account complaint
15 with SCA bylaws requirements.
16

17 13. SCA will distribute the proceeds pursuant to NRS 116.31164(3)(c)(2013) after
18 providing notice to Tobin and Nationstar with an opportunity to make a claim for
19 the proceeds.
20

21 14. If disputed, the NRS 38 mediation process will be utilized.

22 15. If mediation fails, SCA will submit the distribution to binding arbitration.

23 16. SCA will participate in the mediation in good faith and will charge any actual fees
24 or costs first to the earned interest.
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Exhibit A

Exhibit A

Stipulated Facts

1. NRS 116.311635 (2013), defines the specific requirements for a notice of sale when a property is foreclosed and sold at public auction.
2. NRS (2013) 116.31035(2)(b)(3) requires that published notice of sale be provided to the Ombudsman.
3. NRS 116.31164(3)(b) (2013), states the person conducting the sale SHALL deliver the foreclosure deed within 30 days to the Ombudsman.
4. SCA stipulates that the Ombudsman's Compliance records are admissible as authenticated pursuant to NRCP 44 on April 15, 2019 by Certificate of Teralyn Lewis, Custodian of Records, State of Nevada Real Estate Division:

“the original of those records produced was made at or near the time of the act or event recited therein or from information transmitted by a person with knowledge in the course of a regularly conducted activity.”
5. On February 13, 2014, the Ombudsman received notice that 2763 White Sage was scheduled to be sold at a public auction at the office of Nevada legal news on March 7, 2014 at 10 AM.
6. No public auction was held on the published sale date of March 7, 2014.
 - a. On 6/2/14, Nevada state employee, Anne Moore, created an entry into the Ombudsman's record of the notice of sale process for 2763 White Sage that

“EFFECTIVE 05/15/2014,
“NOS 4 TRUSTEE SALE CANCELLED”
“NOS CLOSED”
7. The Ombudsman's log does not track that any notice of August 15, 2014 was provided to the Ombudsman.

- 1 8. The Ombudsman has never been given any notice that the property was sold on August
- 2 15, 2014.
- 3 9. The Ombudsman does not have any record that the property was sold at an HOA
- 4 foreclosure sale on any date.
- 5
- 6 10. No foreclosure deed was ever delivered to the Ombudsman.
- 7 11. SCA stipulates that it has no independent records to corroborate any of RRFS's contradictory
- 8 statements or allegations regarding notices.
- 9
- 10 12. SCA stipulates that its ownership records show that Jimijack paid a new owner set-up fee on
- 11 September 25, 2014.
- 12 13. SCA has no records of Thomas Lucas or Opportunity Homes paying a new owner fee.
- 13 14. SCA stipulates that the proceeds of the sale were not distributed, and the \$57,282.32 check
- 14 made out to Clark County District Court, dated August 21, 2014, was never deposited with
- 15 the Clerk of the Court and interpleader was never filed.
- 16
- 17 15. RRFS refused two tenders of the super-priority amount, \$825 from BANA on 5/9/13 and
- 18 \$1,100 from Nationstar offered on 5/28/14 without informing the SCA Board.
- 19 16. RRFS continued collections after the owner submitted payment on October 3, 2012 to cure
- 20 the assessments delinquency of the quarter ending September 30, 2012.
- 21 17. On October 3, 2012, the executor of the owner's estate informed SCA that the owner had
- 22 died, the property was sold, future assessments would be paid out of escrow, and that the listing
- 23 agent, Sun City Anthem owner Doug Proudfit could answer any questions.
- 24
- 25 18. The property was in escrow four times over two years without the lender approval granted to
- 26 allow FMV sales to close.
- 27
- 28

1 19. RRFS sold the property on August 15, 2014 without providing the deceased owner's estate
2 any notice of the date of the sale or any opportunity to cure the delinquency, stop the sale, or bid at
3 the sale,

4 20. SCA Board did not authorize the sale at a Board meeting compliant with NRS 116.31083.

5 21. SCA managing agent FSR (fka RMI) never provided the Board and the membership with the
6 quarterly delinquency report as required by SCA bylaws 3.21(f)(v).
7

8 22. SCA bylaws prohibit the Board from delegating certain functions (Exhibit), and yet, SCA
9 Board "outsourced" the collection and foreclosure function and allowed the accountability for all
10 funds collected for the benefit of SCA to be under the proprietary control of its agents.

11 23. No SCA Board member had signatory authority on any RRFS collection account.

12 24. Prior to deciding to post the property for sale, the SCA Board did not provide the owner a
13 notice of violation, a notice of hearing or an opportunity to request a hearing at an open meeting.

14 25. The SCA Board never held a hearing nor offered the owner an opportunity to speak to the
15 Board.
16

17 26. The SCA Board made all decisions related to selling this property in closed meetings based
18 solely on the allegations of RRFS and without the owner's knowledge or participation.

19 27. There are no SCA agenda items, compliant with NRS 116.31083 or NRS 116.3108(4), that
20 provided notice to any SCA member that on a particular date at a particular time the SCA Board
21 would discuss or take any action regarding the property, including to authorize posing 2763 White
22 Sage for sale.
23

24 28. There are no SCA minutes that document a vote on a duly-made and seconded motion to
25 authorize the sale of 2763 White Sage.

26 29. There are no independent SCA records that corroborate the allegations made in SCA000176-
27 SCA000643 Red Rock Foreclosure file.
28

1 30. There are no independent SCA accounting records that corroborate the accounting provided
2 by Red Rock of the proceeds of the sale.

3 31. The proceeds from the sale have not been distributed pursuant to NRS 116.31164(3)(c), and
4 SCA has no accounting of nor control over those funds.

5 32. On August 27, 2014, the Resident Transaction Report has an entry that indicates a collection
6 payment of \$2,701.04, credited to Gordon Hansen's account as payment in full, is SCA's only
7 accounting of any of the proceeds of the sale.

8 33. On September 25, 2014, the Resident Transaction Report has an entry that indicates that
9 Jimijack Irrevocable Trust became the second owner of the property.

10 34. There is no entry in the Resident Transaction Report that Thomas Lucas, Opportunity
11 Homes, LLC, Yuen K. Lee, or F. Bondurant LLC ever owned the property or ever paid a new owner
12 \$225 set up fee as Jimijack paid on September 25, 2014.

13 35. The SCA ownership record for the property, the Resident Transaction Report, does not have
14 any entries to document the property was sold on August 15, 2014.

15 36. SCA has no accounting record of the \$63,100 collected from the sale.

16 37. On April 18, 2014 Nationstar informed the listing agent that the lender would not
17 approve the March 4, 2014 \$340,000 cash sale, unless the property was put into Nationstar's
18 Market Validation Program, i.e., the agent had to conduct a public internet auction to verify that
19 the \$340,000 was the real, current fair market value.

20 38. The owner (Tobin) authorized the listing agent (Leidy) to conduct a public auction on
21 www.auction.com between May 4 through May 8, 2014

22 39. Escrow for the March 4, 2014 \$340,000 cash offer was extended.

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1 40. On May 8, 2014, Tobin authorized the sale of the property to the high bidder, MZK
2 Properties, that bid \$350,000 and agreed to pay a \$17,500 bidder's premium. Nationstar
3 required that the acceptance of the winning bid be subject to lender approval.

4
5 41. On May 28, 2014, Nationstar's representative, Veronica Duran, sent a message to the
6 listing agent that she was authorized to pay only \$1,100 to the HOA at the COE, an amount
7 equivalent to one year of assessments.

8 42. On June 5, 2014, listing agent Leidy forwarded Nationstar's offer of \$1,100 (equivalent
9 to one year of SCA assessments) to Christie Marling, RRFS agent.

10 43. RRFS did not inform the Board that the May 28, 2014 Nationstar offer to pay \$1,100,
11 three months (\$275) more than the super-priority amount, came from the lender.

12 44. After SCA rejected Nationstar's tender, Nationstar told the listing agent that the
13 beneficiary refused to close escrow on the MZK Properties' \$350,000 winning bid from the
14 www.auction.com sale, previously accepted by the owner on May 8, 2014.

15
16
17 45. On July 25, 2014, the listing agent placed the property back on the market as instructed
18 by Nationstar with a note to agents that read

19 AGENTS! BOM 7/25/14. Bank denied terms & escrow is now canceled. Bank wants
20 higher offer than previously accepted. This will not be subject to Bidders Premium as
21 before. **I have worked out all other liens and this can close quickly.** (*emphasis added*).

22 46. On July 30, 2014, Tobin threatened to take the property off the market and rent it herself
23 because Nationstar would not identify the recalcitrant beneficiary that kept refusing to close
24 escrow on fair market value offers.

25 47. On August 1, 2014 Tobin signed a change order, as required by Nationstar, to increase
26 the asking price to \$390,000 and extended the listing agreement to October 31, 2014.
27
28

1 48. On August 1, 2014 Tobin signed a counter offer to a different prospective purchaser,
2 Yvonne Blum, of \$375,000, as required by Nationstar.

3 49. On August 4, 2014, Blum made a counter-offer of \$358,800, subject to lender approval,
4 with the requirement that the utilities be turned back on for an inspection.
5

6 50. On August 13, 2014 SCA sent Gordon Hansen a Notice of Sanction of \$25 for dead
7 plants.

8 51. Tobin had been in California at her sister's death bed and only found out about the sale
9 on the afternoon of August 15, 2014 from the listing agent Leidy who had found out about it
10 from the buyer, Thomas Lucas.
11

12 52. On August 15, 2014, RRFS sold the property for \$63,100 without providing any notice to
13 the owner, the listing agent, the SCA membership, the servicing bank, or the three bona fide
14 purchasers whose fair market value offers had been rejected by the unidentified beneficiary:
15

16 a. August 8, 2012 – Sparkmans - \$310,000

17 b. May 10, 2013 – Mazzeos - \$395,000

18 c. March 4, 2014 – Red Rock Regional Investors - \$340,000 cash

19 d. May 8, 2014 – MZK Properties - \$350,000 + \$17,500 buyer's premium

20 e. August 4, 2014 – Yvonne Blum - \$358,800
21

22 53. On March 28, 2017 the deed transferring all interest of the Gordon B. Hansen Trust to Tobin,
23 an individual, resulted in the Trust closing as it then had no assets.

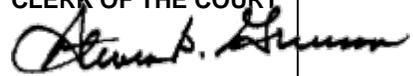
24 54. SCA did not ensure that its agent delivered the foreclosure deed to the Ombudsman as it
25 is SCA's position that it outsourced the function to its agents, and SCA has no obligation to
26 ensure that its agents comply with the law.
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55. Although not disclosed, SCA stipulates that the debt collection agreement between RRFS and SCA, executed on April 27, 2012, was binding on the parties at all times relevant to this complaint.

EXHIBIT 2

EXHIBIT 2



1 **DECL**
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*

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DISTRICT COURT
CLARK COUNTY, NEVADA

NONATOBIN, as TRUSTEE
GORDON B. HANSEN TRUST, dated
8/22/08

Counter-Claimant, Cross-Claimant

vs.

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

Counter-Defendants

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

**NONA TOBIN DECLARATIONS IN
SUPPORT OF HER RULE 24 MOTION
TO INTERVENE INTO A -15-720032-C
AS AN INDIVIDUAL**

COMES NOW, NONA TOBIN (Herein "*Applicant*" or "*Nona*"), in proper person, who hereby moves the Court, pursuant to NRS § 12.130 and NRCP 24(a)(2) (intervention of right), or alternatively, NRCP 24(b)(2) (permissive intervention), to intervene as Plaintiff in cases A -15-720032-C consolidated with A-16-730078-C.

Attachment A is Nona Tobin's Declaration made under penalty of perjury, dated June 21, 2019.

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Attachment B is Nona Tobin's Declaration made under penalty of perjury, dated June 20, 2019.

Dated this 21st day of June, 2019.



NONA TOBIN
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: [\(702\) 465-2199](tel:7024652199)
nonatobin@gmail.com
Applicant in Intervention,
In Proper Person

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of June, 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 DECLARATION IN SUPPORT OF HER JUNE 17, 2019 MOTION TO INTERVENE AS AN INDIVIDUAL, 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
- Office admin@medralaw.com
- Hong & Hong APLC
- Joseph Y. Hong, Esq. yosuphonglaw@gmail.com
- Nona Tobin nonatobin@gmail.com



NONA TOBIN

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ATTACHMENT A
NONA TOBIN DECLARATION
MADE JUNE 21, 2019
UNDER PENALTY OF PERJURY
TO SUPPORT NONA TOBIN'S JUNE 17, 2019
MOTION TO INTERVENE AS AN INDIVIDUAL
INTO CASE A-720032-C

ATTACHMENT A

1 **DECLARATION OF NONA TOBIN- dated June 21, 2019**

2
3 Nona Tobin, under penalty of perjury, states as follows:

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

7 This declaration is made to support Nona Tobin’s Motion to Intervene Pro Se as an Individual
8 non-party into A-15-720032-C filed on April 17, 2019.

9 1. On April 17, 2019, Nona Tobin filed a Motion to Intervene Pro Se as an Individual **non-**
10 **party** into A-15-720032-C pursuant to Rule 24.

11 2. Nona Tobin has standing to intervene in three ways.

12 3. I hold a valid, recorded deed to 2664 Olivia Heights Ave. since February 2004.

13 4. I hold a valid, recorded deed to 2763 White Sage as an individual since March 28, 2017.

14 See Exhibit 1.

15 5. I have been a Sun City Anthem owner, resident, and member in good standing since
16 February 20, 2004.

17 6. I was elected to the Sun City Anthem Board of Directors with 2,001 votes on May 1,
18 2017.

19 7. For becoming a party on February 1, 2017 to A-15-720032-C SCA attorney/debt
20 collector Adam Clarkson declared my elected Board seat “vacant by operation of law” on August
21 24, 2017.

22 8. Sun City Anthem attorneys obstructed my attempts to meet and confer with the SCA
23 Board to get SCA out of the case at no cost in March 2017 by investigation, void the sale, if
24 justified after the determination of the true facts, develop internal accounting and management
25 controls to prevent unjust enrichment of agents, ensure owners’ due process rights in a
26
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1 foreclosure at least equal the due process provided to owners for a \$25 sanction is imposed for a
2 dead tree, and to stipulate that the SCA Board did not authorize its agents' unlawful acts, and
3 stipulate that the no one on the current or a former Board profited by the foreclosure of 2763
4 White Sage. **See exhibit 2.**

5
6 9. Nona Tobin, as an individual, in all three capacities listed herein, as well as in her fourth
7 capacity as trustee of the Gordon B. Hansen Trust, dated 8/22/08, and the SCA Board are "Bound
8 Parties", as defined in SCA CC&Rs XVI, Limits on Litigation. **See Exhibit 3.**

9
10 10. I was a party in A-15-720032-C from January 12, 2017 until April 23 2019 when I was
11 removed from the case as a party by Judge Kishner at an Ex-Parte court session that neither I nor
12 my counsel of record attended after being served two notices that the April 23 2019 hearing had
13 been continued to May 7, 2019. **See Exhibit 4 for March 22, Clerk's notice of hearing**

14 11. **See Exhibit 5 for April 23 2019 court minutes.**

15
16 12. See April 15, 2019 SAO notice of Judge Kishner's April 12 order continuing the April
17 23 hearing to May 7, 2019. **See Exhibit 6.**

18 13. **See Exhibit 7** for the April 22, 2019 NTSO notice of stipulation and order continuing
19 the April 23, 2019 hearing until May 7 2019 and extending the time Jimijack had to oppose the
20 March 21, 2019 Nationstar Motion for Summary Judgment to April 26, 2019.

21
22 14. I had filed an OPPC - Opposition to Nationstar's Motion for Summary Judgment and a
23 counter motion for summary judgment against Jimijack as a Pro Se on April 12, 2019.

24 15. The first page of that OPPC document requested to have the opposition to NSM's MSJ
25 vs. Jimijack be heard in conjunction with the 3/21/19 NSM MSJ then scheduled for April 23
26 2019. **See exhibit 8**

27
28 16. There was no separate hearing scheduled for my 4/12/19 OPPC as all pending motions

1 are heard simultaneously as the court's standard practice.

2 17. There was no notice that my OPPC would be heard at any time other in conjunction with
3 the NSM MSJ on May 7 2019.

4 18. The motion to intervene was intended to vacate the orders made against me at the April
5 23 2019 ex-parte hearing, including an order to get all my Pro Se filings that had been declared
6 "rogue" back on the record, i.e., 4/9/19 NOTA and NTC completion of mediation, 4/12/19 OPPC
7 and MSJ vs. Jimijack, 4/17/19 RPLY to OPPC, 4/24/19 Motion to vacate the April 18, 2019
8 order that granted SCA MSJ and NSM joinder thereto.

9 19. The motion to intervene also intended to put all attorneys on the 21-day notice that I
10 intended to move the court to impose Rule 11 sanctions on all the attorneys in this case and to
11 lift the ones that were unfairly imposed on (party and then non-party) Nona Tobin, as an
12 individual, and against (party) Nona Tobin, as trustee for the Gordon B. Hansen Trust, former
13 owner of 2763 White Sage Dr.

14 20. No hearing has been scheduled on Nona Tobin's April 17, 2019 motion to intervene as
15 an individual because, I am told by JEA Tracy Cordoba, I am not allowed to communicate
16 directly to the Court and I cannot be a Pro Se without approval of the Court.

17 21. A hearing has been scheduled for July 9, 2019 on an OST motion filed by
18 Mushkin.Coppedge.Cica. to get approval to withdraw as counsel of record. **See Exhibit 9.**

19 22. On June 18 I emailed a response from California to an email notice from Karen Foley,
20 Coppedge's assistant, that they were attempting to serve me personally on the OST motion. **See**
21 **Exhibit 10**

22 23. On June 19, 2019 at about 5:30 AM, I emailed the Judicial Executive Assistant Tracy
23 Cordoba-Wheeler entitle "June 3 Calendar Call and June 5 trial minutes contain significant
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1 errors” and requested that she inform the Court of these errors prior to the Judge issuing the June
2 5 trial order anticipated for June 21. Three hours later, I received the response that it would not
3 be given to the Judge as it was Ex-Parte and with instructions on how to correctly submit it. See
4 **Exhibit 11.**

5
6 24. I prepared a 13-page Declaration under penalty of perjury. See **Attachment B herein**
7 **(DECL B 0001) June 20, 2019 Declaration Made under Penalty of Perjury, dated June 20,**
8 **2019.**

9
10 25. I phoned the Judge’s chambers twice, and on the second call, about 2 PM on June 20,
11 2019, I spoke with Tracy Cordoba-Wheeler and inquired how late I could bring down the
12 declaration to the box outside Courtroom 12B before the building closed.

13 26. Tracy Cordoba-Wheeler informed me that she could not accept it from me since I was
14 represented by counsel and all communications had to come from Mushkin.Coppedge.Cica.

15
16 27. I contacted Joe Coppedge immediately and told him I wanted him to submit my
17 declaration so the judge would see the 13-page declaration before she made her ruling the
18 following day. See **Exhibit 12.**

19 28. Joe Coppedge told me that he had a couple of conference calls, but that he would see
20 what he could do.

21
22 29. To my knowledge, neither Joe Coppedge nor Karen Foley submitted my June 20
23 Declaration to the judge (Found herein in attachment B (DECL B 0001-DECL B 0013) following
24 this June 21 2019 declaration (DECL A).

25 30. On June 21, 2019 at approximately 9:30 AM I sent an email to JEA Cordoba and all the
26 attorneys in the case entitled “Nationstar-Jimijack collusion should not be tolerated by this court”
27 **See Exhibit 13.**
28

1 31. I got the standard reply from JEA Cordoba in about an hour. **See Exhibit 14.**

2 32. Shortly before noon, I checked the court's notification system and found that a Decision
3 had been made at 3 AM in Chambers with no Order attached, and the notation that the order was
4 filed separately. **See Exhibit 15.**

5
6 33. It is currently 4:08 PM and no notification of an Order has been made through the court's
7 notification system to me at this point in time.

8 *I declare under penalty of perjury under the laws of the State of Nevada that the foregoing*
9 *is true and correct*

10 Dated the 21st day of June 2019,

11
12 

13 NONA TOBIN
14 2664 Olivia Heights Avenue
15 Henderson NV 89052
16 Phone: [\(702\) 465-2199](tel:7024652199)
17 nonatobin@gmail.com
18 *Applicant in Intervention,*
19 *In Proper Person*

20 TABLE OF CONTENTS

21 Attachment A Tobin Declaration dated June 21, 2019 has Exhibits 1-15

- 22 1. **DECL A 001-005** March 28, 2017 deed from the Gordon B. Hansen Trust, dated
23 8/22/08, to Nona Tobin, an Individual
- 24 2. **DECL A 006-027** March 22, 2017 settlement offer from Nona Tobin to Sun City
25 Anthem Board
- 26 3. **DECL A 028-040** SCA ATTORNEY Ochoa rejection of Tobin's offer, Tobin's 3/27/17
27 email response, and SCA CC&Rs XVI Limits on Litigation for "Bound Parties" who
28 must use ADR.
4. **DECL A 041-042** March 22, 2019 Notice of Hearing on April 23, 2019 re NSM MSJ vs
Jimijack.
5. **DECL A 043-046** April 23, 2019 minutes of Ex-Parte hearing attended only by Jimijack
and bank attorneys
6. **DECL A 047-050** April 15, 2019 SAO notice that April 23, 2019 hearing was continued
to May 7, 2019. served through the Court's efile and serve system by Hong, Jimijack's
attorney.

- 1 7. **DECL A 051-055** April 22, 2019 NTSO that April 23, 2019 hearing was continued to
2 May 7, 2019 served through the Court's efile and serve system by Hong, Jimijack's
3 attorney.
- 4 8. **DECL A 056-057** April 12, 2019 Pro Se OPPC 1st page Hearing is requested
5 simultaneously with Nationstar's MSJ against Jimijack.
- 6 9. **DECL A 058-065** June 17, 2019 OST motion to get Court approval to withdraw as
7 Counsel for Tobin as an individual
- 8 10. **DECL A 066-068** June 18, 2019 Tobin email to K Foley, Mushkin.Coppedge.Cica, re
9 personal service and MINV as notice to call for Rule 11 (b) sanctions against the
10 attorneys in this case
- 11 11. **DECL A 069-072** June 19, 2019 Tobin email entitled "June 3 Calendar Call Minutes and
12 June 5 Trial minutes contain significant errors" and JEA Cordoba's rejection as ex-parte
- 13 12. **DECL A 073-074** June 20, 2019 Tobin email to Coppedge and Foley transmitting the
14 June 20, 2019 Declaration to give to the court for review prior to the issuance of the June
15 5 trial order.
- 16 13. **DECL A 075-079** June 21, 2019
- 17 14. **DECL A 080-085** JEA Cordoba response
- 18 15. **DECL A 086-087** minute Order: "Decision made – Order filed separately."

19 **Attachment B Tobin Declaration, dated June 20, 2019 is numbered DECL B 001-014.**

20 Exhibits 1-19 are listed by BATES number:

- 21 1. **DECL B 015-016** June 5 2019 Court minutes
- 22 2. **DECL B 017-033** June 3, 2019 Timely-filedTobin Proposed Findings of Fact
23 Conclusions of Law (PFFCL
- 24 3. **DECL B 034-036** June 5, 2019 3:23PM Jimijack/Lee late PFFCL EDCR 2.69 violation
- 25 4. **DECL B 037-039** June 3, 2019 Calendar Call minutes when Court imposed Rule 11
26 sanction of Tobin for attorney errors and omissions
- 27 5. **DECL B 040-043** April 23, 2019 minutes EX-Parte hearing when the Court imposed
28 Rule 11 sanctions on Tobin as an individual, ordered all Pro Se filings to be stricken,
when only Jimijack and NSM attorney were present after Hong served two notices the
April 23 hearing was continued to May 7 2019.
6. **DECL B 044-047** April 27, 2017 Court minutes when SCA 3/22/17 motion to dismiss
Tobin as individual for not having an attorney was DENIED; December 20, 2016 Court
minutes where Hong's opposition to Nona Tobin's Pro Se motion to intervene was
DENIED.

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- 7. **DECL B 048-049** May 16, 2019 Tobin email to Hong to schedule EDCR 2.67 meeting
- 8. **DECL B 050-053** March 27, 2017 Tobin email to SCA attorney Ochoa asking why the 3/22/17 offer to settle was rejected when it would not hurt any bank
- 9. **DECL B 054-059** Ochoa's March 23, 2017 rejection of Tobin offer to settle at no cost
- 10. **DECL B 060-080** Tobin's march 22, 2017 offer to settle with 2016-17 emails to SCA to give notice, request documents, and attempt to resolve before the Board election May 1, 2017
- 11. **DECL B 082-014** December 1, 2014 Nationstar's (NSM) first recorded claim that B of A (BANA) assigned BANA's beneficial interest in the 7/15/04 \$436,000 Western Thrift Deed of Trust (DOT) (\$389,000 balance due is the dispute) NSM pretended it had BANA's power of attorney
- 12. **DECL B 085-087** September 9, 2014 BANA recorded that it assigned its DOT interest, if any, to Wells Fargo
- 13. **DECL B 088-089** NSM recorded on March 8, 2019 that it rescinded its 12/1/14 claim to be owed the \$389,000 balance due on the DOT. NSM has no legal authority to record a new claim, but it did anyway
- 14. **DECL B 090-094** Nationstar disclosed it does not hold the ORIGINAL promissory note and therefore its claim that it is owed the \$389,000 DOT debt is provably false
- 15. **DECL B 095-099** Jimijack's only recorded ownership claim is inadmissible as evidence of title per NRS 111.345, i.e., a fraudulent deed; notary made no entry in her journal that she witnessed Yuen K Lee's signature as if Thomas Lucas stood before her
- 16. **DECL B 100-103** May 1, 2019 deed Jimijack's title was transferred to Joel Stokes before Tobin's claims against Jimijack went to trial
- 17. **DECL B 104-105** May 21, 2019 Court minutes where Hong does not tell the Court that Jimijack does not have the title or that Joel Stokes signed a new deed of trust encumbering the property for \$355,000 before Tobin's claims were adjudicated
- 18. **DECL B 106-108** April 30, 2019 Notice filed and served on all parties of Tobin Lis Pendens – One day after notice, Jimijack's deed was changed before the Lis Pendens was recorded on May 6, 2019 to pretend like the Lis Pendens did not restrict changing the title during the pendency of these proceedings
- 19. **DECL B 109-112** excerpts from the \$355,000 DOT, Joel Stokes executed on May 21, 2019 and recorded on May 28, 2019, one day before the hearing on the Coppedge motion to reconsider the SCA MSJ and one week before the June 5 trial to adjudicate my quiet title claims against Jimijack, all without any legal authority.

EXHIBIT 1

EXHIBIT 1

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:

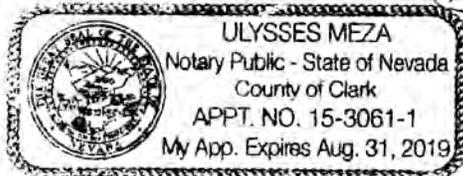
DATED: 3/27/17

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 2

EXHIBIT 2

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

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

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

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

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

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

Attachment A

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

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

Fwd: 2763 White Sage - Actions in District Court

1 message

Nona Tobin <nonatobin@gmail.com>

Wed, Sep 14, 2016 at 12:04 PM

To: Steve Hansen <nasastevo@gmail.com>, Mark Burton <mark@meburton.com>

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

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

Hi Lori,

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

 A-15-720032-C-8574536_RPLY_Rep

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

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

 061615 JJ v. bofa Complaint_Comp.pdf

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

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

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

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

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

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

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

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

 Motion_to_Intervene_Minv.pdf

Re: Notice regarding quiet title litigation on 2763 White Sage

2 messages

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

Wed, Dec 21, 2016 at 3:17 PM

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

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

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

Rex

LEGAL NOTICE

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

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

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

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

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

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

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

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

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

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

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

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

Nona Tobin
4303x101
(702) 465-2199

Nona

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

✿ A-15-720032-C-8793920_MINV_Motion_to_Intervene_Int

✿ A-15-720032-C-8879193_ROPP_Reply_to_Plaintiff_Jim

✿ Plaintiff_Jimijack_Irrevocable_Trust_s_Opposition_'

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

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

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

Thu, Dec 22, 2016 at 1:18 PM

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

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

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

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

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

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

TOBIN. 2659

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

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

Nona

[Quoted text hidden]

Re: Notices re Violations of governing documents

1 message

Nona Tobin <nonatobin@gmail.com>

Fri, Sep 16, 2016 at 1:35 PM

To: Desi Rafailova <Desi.Rafailova@scacai.com>, Lori Martin <lori.martin@scacai.com>, James Long <jamesjlong@sent.com>

Bcc: Brandon Dalby <bdalby1976@gmail.com>, Mark Burton Jr <mburton@audetlaw.com>, Mark Burton <mark@miburton.com>, susan daum <sfdaum@yahoo.com>

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

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

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

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

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

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

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

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

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

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

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

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

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

Thanks in advance for any help you can give me.

Nona Tobin

(702) 465-2199

Nona

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

Good morning Nona Tobin,

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

Desi Rafailova | Sun City Anthem

Community Standards Coordinator

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

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

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

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

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

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

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

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

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

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

Thank you for your assistance.

TOBIN. 2663

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

1 message

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

Thu, Aug 18, 2016 at 10:05 AM

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

Jim Long

Cell : (702) 478-6030

2132 Silent Echoes Dr.

Henderson, NV 89044

Barb: (702) 715-5998

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

Sent from my iPad

Begin forwarded message:

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

Hi Barb,

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

Thanks.

Nona

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

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

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

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

To: James.Long@sent.com

Thanks for agreeing to talk to me about this.

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

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

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

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

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

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

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

Here are the questions i have so far:

TOBIN. 2665

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

Here are some links:



042712 Delinquent Assessment Collection Agreement.pdf



Delinquent Assessment Policy & Procedure 100113.pdf



A-16-730078-C-8434332_MINV_Motion_to_Intervene.pdf

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

Thanks again for looking at this.

Nona

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

1 message

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

Fri, Aug 19, 2016 at 11:32 AM

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

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

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

A few questions about executive session.

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

Thanks again for your help.

Nona

Nona

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

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

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Thanks.

Nona

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To: James.Long@sent.com

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A-16-730078-C-8434332_MINV_Motion_to_Intervene.pdf

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

Thanks again for looking at this.

Nona

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nona Tobin

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

1 message

Sean Anderson <SAnderson@leachjohnson.com>

Thu, Mar 9, 2017 at 2:03 PM

To: Nona Tobin <nonatobin@gmail.com>, Robin Callaway <RCallaway@leachjohnson.com>, Ryan Reed <RReed@leachjohnson.com>, John Leach <JLeach@leachjohnson.com>

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

Ms. Tobin:

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

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

Sean L. Anderson

Leach Johnson Song & Gruchow

8945 W. Russell Road, Suite 330

Las Vegas, Nevada 89148

Phone: (702) 538-9074

Fax: (702) 538-9113

Email: sanderson@leachjohnson.com

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EXHIBIT 3

EXHIBIT 3

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

Nona,

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

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

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



David Ochoa, Esq.

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

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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

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

To: David Ochoa <DOchoa@lipsonneilson.com>; Sandy Seddon <Sandy.seddon@scacai.com>

TOBIN. 2675



Nona Tobin <nonatobin@gmail.com>

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

1 message

Nona Tobin <nonatobin@gmail.com>

Mon, Mar 27, 2017 at 10:29 AM

To: David Ochoa <DOchoa@lipsonneilson.com>

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

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

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

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

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

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

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

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

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

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

Thank you.

TOBIN. 2676

Nona Tobin
(702) 465-2199

Nona

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

Hi Nona,

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

Sincerely,



David Ochoa, Esq.

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

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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

TOBIN. 2677

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

Nona,

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

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

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

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

To: David Ochoa <DOchoa@lipsonneilson.com>; Sandy Seddon <Sandy.seddon@scacai.com>

TOBIN. 2678

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

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

Thank you.

Nona Tobin

Nona

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

Nona,

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

Please email me your proposal for settlement.

Sincerely,



David Ochoa, Esq.

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9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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TOBIN. 2679

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

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

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

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

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

Thanks.
Nona Tobin
(702) 465-2199

Nona

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

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

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

Date: Mar 8, 2017 1:32 PM

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

To: <pgutierrez@leachjohnson.com>, <thansen@leachjohnson.com>, <rcallaway@leachjohnson.com>, <rreed@leachjohnson.com>, <sanderson@leachjohnson.com>

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

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

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

TOBIN. 2680

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

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

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

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

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

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

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

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

Nona Tobin

2 attachments

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

20170327 quit claim GBH Trust to Tobin.pdf

TOBIN. 2681

6/13/2019

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

 4185K

TOBIN. 2682

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

15.4. Issuance to Declarant.

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

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

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

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

16.1. Prerequisites to Actions Against Declarant.

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

16.2. Consensus for Association Litigation.

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

16.3. Alternative Method for Resolving Disputes.

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

16.4 Claims.

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

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

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

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

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

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

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

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

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

16.5. Mandatory Procedures.

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

- (i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises).
- (iii) Claimant's proposed remedy; and
- (iv) that Claimant will meet with Respondent to discuss good faith ways to resolve the Claim.

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

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

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

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

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

16.6 Allocation of Costs of Resolving Claims.

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

16.7. Enforcement of Resolution.

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

16.8. Attorneys' Fees.

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

The following diagram depicts the dispute resolution process:

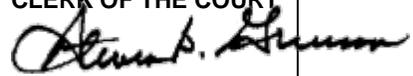
← DISPUTE RESOLUTION TIMELINE →

Claim Between Bound Parties

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

EXHIBIT 4

EXHIBIT 4



**DISTRICT COURT
CLARK COUNTY, NEVADA**

Joel Stokes, Plaintiff(s)

Case No.: A-15-720032-C

vs.

Bank of America NA, Defendant(s)

Department 31

NOTICE OF HEARING

Please be advised that the NationStar Mortgage LLC's Motion for Summary Judgment in the above-entitled matter is set for hearing as follows:

Date: April 23, 2019

Time: 9:30 AM

Location: RJC Courtroom 12B
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Patricia Azucena-Preza
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Patricia Azucena-Preza
Deputy Clerk of the Court

EXHIBIT 5

EXHIBIT 5

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

COURT ORDERED the Notice of Appearance filed April 9, 2019 was a rogue document, therefore STRICKEN. COURT NOTED as to the Notice of Completion of Mediation filed on April 9, 2019, the Court already had a prior document with regards to the completion of mediation Furthermore, since that was also filed by Ms. Tobin, individually, and not her counsel, COURT FURTHER ORDERED, Notice of Completion of Mediation filed April 9, 2019 STRICKEN. COURT FINDS the Tobin's Opposition to Nationstar Summary Judgment against Jimijack and counter-motion filed April 10, 2019 at 11:17 a.m., filed by Nona Tobin, not filed by Mr. Mushkin as counsel as trustee of the Gordan B. Hansen Trust, a rogue document, therefore, COURT ADDITIONALLY ORDERED, Tobin's Opposition to Nationstar Summary Judgment against Jimijack and counter-motion STRICKEN. COURT FINDS that if the Court reviewed the underlying arguments, which it could not, even independently, it was understood that there were no claims between Nationstar that currently existed with regards to Nona Tobin as Trustee of the Gordan Hansen Trust. There would not be an appropriate opposition. COURT ORDERED, the April 12, 2019 at 1:40 a.m. Tobin Opposition To Nationstar Motion For Summary Judgment Against Jimijack And Counter Motion For Summary Judgment Hearing Requested Conjunction With Hearing For Nationstar MSJ Scheduled STRICKEN being a rogue documents. COURT FURTHER ORDERED, the Notice of Appearance Nona Tobin in Proper Person and the Notice of Completion of Mediation filed on April 12, 2019 STRICKEN as rogue and duplicative. COURT ADDITIONALLY ORDERED, April 12, 2019 1:11 AM Notice of Completion of Mediation and April 12, 12:39 am Notice of Appearance STRICKEN as rogue and duplicative. On April 17, 2019 at 8:37 a.m., Tobin's Reply In Support of Joinder to Nationstar Mortgage, LLC s Motion For Summary Judgment and Reply In Support Of Tobin's Motion For Summary Judgment, COURT ADDITIONALLY motion ORDERED STRICKEN as rogue. COURT was NOT FINDING that it

should strike the April 19th Response by Nationstar, being it was clarification to enlighten the Court the improper filing of documents. Upon Court's inquiry, Ms. Morgan stated she was not requesting the Court to take action.

As to the remaining underlying documents, Mr. Hong stated they would withdraw and vacate the Stipulation to Extend the briefing scheduling noting it was prepared and filed prior to settlement, that document was now moot. Upon Court's inquiry, Mr. Hong acknowledged the Court could disregard the stipulation as to the briefing schedule. As to the pending Motion for Summary Judgment on May 7th. Ms. Morgan stated that would not be heard stating the only claims remained had been resolved and she would file a Notice of Withdraw. At the request of the movant, no opposition by Mr. Hong, and since only party which could had filed any pleadings, COURT ORDERED, May 7, 2019 Motion for Summary Judgment VACATED.

COURT NOTED the Calendar Call and Bench Trial dates would remain. Further, Nona Tobin as Trustee for the Gordan B. Hansen Trust versus Jimijack were the only remaining parties in these combined cases, A720032 with A730078. Ms. Morgan advised Tobin as Trustee also had pending claims against Yuen K. Lee and F Bonderant LLC. Colloquy regarding the caption.

COURT ORDERED, Status Check SET regarding Settlement Documents.

05/21/19 STATUS CHECK: SETTLEMENT DOCUMENTS

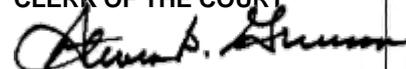
CLERK'S NOTE: Minutes amended to reflect the additional stricken documents as follows: 04/12/19 1:11 AM Notice of Completion of Mediation and 04/12/19 12:39 AM Notice of Appearance.
ndo05/09/19

EXHIBIT 6

EXHIBIT 6

ORIGINAL

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



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

11 Attorney for Joel A. Stokes and
12 Sandra Stokes, as trustees of the
13 Jimijack Irrevocable Trust

PLEASE FILE WITH MASTER
CALENDAR

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

BANK OF AMERICA, N.A.,

Defendant.

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

Consolidated with: A-16-730978-C

NATIONSTAR MORTGAGE LLC.,

Counterclaimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counterdefendant.

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

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

Counterclaimant,

vs.

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

Counterdefendants.

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

TOBIN. 2694

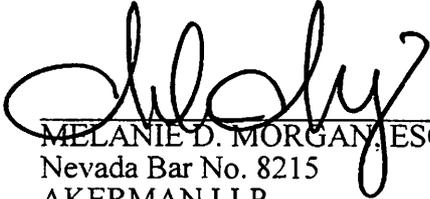


1 Mortgage LLC ("Nationstar"), by and through their counsel of record, hereby stipulate and agree
2 as follows:

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

7 DATED this 10th day of April, 2019.

DATED this 10th day of April, 2019.

8 

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

8 

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

13
14 **ORDER**

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

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

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

20 
DISTRICT COURT JUDGE

23 Respectfully submitted by:

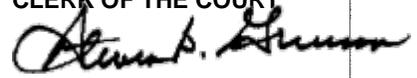
24 

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

*the May 28, 2019 trial stack as
set forth in the Trial Order and
the parties must otherwise
comply with all other
pre-trial and trial dates
and requirements of the
Reply is due in
accordance with NRCPL
and the EDCR.*

EXHIBIT 7

EXHIBIT 7



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

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

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

13 Plaintiff,

14 vs.

15 BANK OF AMERICA, N.A.,

16 Defendant.

17 _____
18 NATIONSTAR MORTGAGE LLC.,

19 Counterclaimant,

20 vs.

21 JIMI JACK IRREVOCABLE TRUST,

22 Counterdefendant.

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

Consolidated with: A-16-730978-C

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

28

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

3 Counterclaimant,

4 vs.

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

12 Counterdefendants.

13 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

14 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that a STIPULATION
15 AND ORDER TO EXTEND BRIEFING SCHEDULE FOR NATIONSTAR MORTGAGE
16 LLC'S MOTION FOR SUMMARY JUDGMENT ANC [sic] CONTINUE HEARING was
17 entered in the above-entitled matter, and filed on the 15th day of April, 2019, a copy of which is
18 attached hereto.

19 DATED this 22nd day of April, 2019.

20 HONG & HONG LAW OFFICE

21 /s/ Joseph Y. Hong

22 JOSEPH Y. HONG, ESQ.

23 State Bar No. 005995

24 1980 Festival Plaza Drive, Suite 650

25 Las Vegas, Nevada 89135

26 Attorney for Plaintiff/Counterdefendant

27 *JOEL A. STOKES and SANDRA F.*

28 *STOKES, as trustees of the JIMIACK
IRREVOCABLE TRUST*

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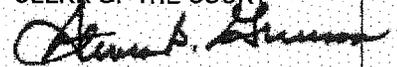
CERTIFICATE OF ELECTRONIC SERVICE

Pursuant to NRCP 5(b)(2)(D), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 22nd day of April, 2019, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER TO EXTEND BRIEFING SCHEDULE FOR NATIONSTAR MORTGAGE LLC'S MOTION FOR SUMMARY JUDGMENT ANC [sic] CONTINUE HEARING** by electronic transmission through the Eighth Judicial District Court EFP system (Odyssey eFileNV) pursuant to NEFCR 9 upon each party in this case who is registered as an electronic case filing user with the Clerk.

By/s/ Debra L. Batesel
An employee of Joseph Y. Hong, Esq.

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



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

11 Attorney for Joel A. Stokes and
12 Sandra Stokes, as trustees of the
13 Jimijack Irrevocable Trust

PLEASE FILE WITH MASTER
CALENDAR

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

BANK OF AMERICA, N.A.,

Defendant,

NATIONSTAR MORTGAGE LLC.,

Counterclaimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counterdefendant.

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

Counterclaimant,

vs.

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

Counterdefendants.

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

Consolidated with: A-16-730978-C

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

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

4-11-19
