

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

5
6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

7
8 NONA TOBIN, as Trustee of the
GORDON B. HANSEN TRUST,
dated 8/22/08,

9
10 Counter-Claimant

11 vs.

12 JOEL A. STOKES and SANDRA F.
STOKES, as trustees of the JIMI JACK
IRREVOCABLE TRUST and YUEN
13 K. LEE, an Individual, and
BONDURANT, LLC,

14 Counter-Defendants
15

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

Department: XXXI

TOBIN MOTION TO DISMISS
PURSUANT TO NRS 38.310(2)

HEARING REQUESTED:

AUGUST 27, 2019

**PRECEEDING THE SCHEDULED
HEARING OF MOTION FOR A NEW
TRIAL PER RULE 59**

16 COMES NOW NONA TOBIN, AN INDIVIDUAL, to move the Court to rule on the
17 jurisdiction question of whether the Court had authority to provide requested relief to parties that
18 did not participate in mediation.

19 The claims of Joel and Sandra Stokes as trustees of Jimijack Irrevocable Trust
20 (“Jimijack”) and Yuen K. Lee, an individual and manager of F. Bondurant LLC (“Lee”) must be
21 dismissed pursuant to 38.310 (2) for noncompliance with NRS 38.310 (1).

22 All orders from this civil action must be declared void as the Court lacked jurisdiction to
23 provide Plaintiff Jimijack’s requested relief.
24

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2
3 **I. UNDISPUTED FACTS**

4 **A. Jimjack’s June 16, 2015 Complaint¹ started case A720032 by filing claims**

5 **the following parties:**

6 JOEL AND SANDRA STOKES AS TRUSTEES OF JIMIACK IRREVOCABLE
TRUST, Plaintiffs

7 vs.

7 BANK OF AMERICA, N.A., and
8 SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.

8 DOES I through X and ROE BUSINESS ENTITIES I through X
9 Defendants

10 1. Without citing any supporting legal authority, Jimjack’s claimed in the complaint
caption:

11 EXEMPTION FROM ARBITRATION CLAIMED AS EXTRAORDINARY RELIEF
12 REQUESTED

13 2. Jimjack’s June 16, 2015 Complaint listed the following claim, four of which were
14 specifically against the HOA, and all of which included claims against unknown defendants
15 DOES and ROES.

16 FIRST CLAIM FOR RELIEF
(QUIET TITLE AGAINST ALL DEFENDANTS)

17 SECOND CLAIM FOR RELIEF
(CANCELLATION OF INSTRUMENTS AGAINST ALL DEFENDANTS)

18 THIRD CLAIM FOR RELIEF
(INJUNCTIVE RELIEF AGAINST DEFENDANT, BANA)

19 FOURTH CLAIM FOR RELIEF
(BREACH OF CONTRACT AGAINST DEFENDANT, HOA)

20 FIFTH CLAIM FOR RELIEF
(INDEMNIFICATION AGAINST DEFENDANT, HOA)

21 //

22
23
24 ¹ [June 16, 2015 Complaint](#)

1 //

2 **B. Relief Granted Despite Non-Compliance With NRS 38.310**

3 3. The only parties who were granted leave by the court to have their claims
4 adjudicated at trial were:

5 NONA TOBIN, as Trustee of the GORDON B. HANSEN TRUST (“GBH Trust”), dated
6 8/22/08

Counter-Claimant

vs.

7 JOEL A. STOKES and SANDRA F. STOKES, as Trustees of the JIMIACK
IRREVOCABLE TRUST (“Jimijack”)

And

8 YUEN K. LEE, an Individual, and BONDURANT, LLC (Lee)

Counter-Defendants

9 4. Neither of the prevailing parties at trial – Jimijack and Lee - filed any claims in either
10 case against Nona Tobin, as an individual, or against Nona Tobin as the trustee of the Gordon
11 B. Hansen Trust, dated 8/22/08 (“GBH Trust”).

12 5. Neither of the prevailing parties at trial – Lee or Jimijack - filed a claim for, or
13 attended, mediation pursuant to NRS 38.310 (1).

14 **C. Nationstar prevailed without submitting certain claims to mediation or trial**

15 6. Nationstar (“NSM”) filed a claim for mediation in January, 2016 after filing, A-16-
16 730078-C, Nationstar Mortgage vs. Opportunity Homes,

17 7. NSM did not file any claims against Sun City Anthem in A730078 but did assert
18 that the HOA sale was invalid to convey title, e.g., In the Lis Pendens,

19 For a declaration and determination that the HOA Sale was invalid to the extent it purports
20 to convey the Property free and clear to Opportunity Homes, LLC

In the alternative, for a declaration and determination that the Trustee's Deed Upon Sale was
21 invalid and conveyed no legitimate interest to Opportunity Homes, LLC;

22 8. NSM did not make a new claim for mediation after it intervened on the Jimijack
23 case.

1 9. NSM did not submit to mediation any claim that would put its interests directly
2 adverse to Tobin's as it did its February 12, 2019 Joinder.

3
4 10. Nationstar alleges that an entity tendered payment of the super-priority portion of
5 the HOA liens to the HOA and/or its agents and therefore discharged the super priority portion
6 of the HOA's lien, so that title by foreclosure passed to the buyer subject to the deed of trust.

7 11. Tenth (violations of Procedural Due Process)

8 The sales price, when compared to the outstanding balance of Nationstar's Note and Deed
9 of Trust and the fair market value of the Property, demonstrates that the sale was not
10 conducted in good faith as a matter of law. The circumstances of sale of the property violated
11 the HOA's obligation of good faith under NRS 116.1113 and duty to act in a commercially
12 reasonable manner.

13 12. The NSM NOTC, filed on November 9, 2017, did not contain the sworn statement
14 required by NRS 38.330. See Exhibit 2 NSM's NOTC. (See Exhibit B, page 2, in Tobin's
15 NOTC filed July 26, 2019.)

16 NOTICE

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

23 **D. Only Tobin/GBH Trust competed mediation**

24 13. The first two filings of the Tobin/GBH Trust Notice of Completion of Mediation
were declared rogue at the ex-parte April 23, 2019 hearing. See Exhibit 3 April 23, 2019 ex-
parte hearing transcript, line 5-25, page 16, lines 1-4.

14. There are erroneous statements of fact regarding the parties and mediation in the
June 24, 2019 trial order.

1 15. See Pages 5-6 wherein the NSM NOTC is connected to the September 19, 2019
2 order that dismissed the Tobin/GBH Trust claims, pending completion of NRS 38.310
3 mediation.

4 16. NSM filed a Notice of Completion of Mediation (NOTC) on November 9, 2017, but
5 it was unrelated to the dismissal of Tobin/GBH Trust claims

6 **II. LEGAL STANDARDS**

7 NRS 38.310 Limitations on commencement of certain civil actions.

8 1. No civil action based upon a claim relating to:

9 (a) The interpretation, application or enforcement of any covenants, conditions
10 or restrictions applicable to residential property or any bylaws, rules or regulations
11 adopted by an association; or

12 (b) The procedures used for increasing, decreasing or imposing additional
13 assessments upon residential property,

14 È may be commenced in any court in this State unless the action has been submitted
15 to mediation or, if the parties agree, has been referred to a program pursuant to the
16 provisions of [NRS 38.300](#) to [38.360](#), inclusive, and, if the civil action concerns real
17 estate within a planned community subject to the provisions of [chapter 116](#) of NRS
18 or real estate within a condominium hotel subject to the provisions of [chapter](#)
19 [116B](#) of NRS, all administrative procedures specified in any covenants, conditions
20 or restrictions applicable to the property or in any bylaws, rules and regulations of
21 an association have been exhausted.

22 **2. A court shall dismiss any civil action which is commenced in violation of
23 the provisions of subsection 1.**

24 NRS 38.330 Procedure for mediation or arbitration of claim; payment of costs
and fees upon failure to obtain a more favorable award or judgment in court.

1 1. ... If the parties participate in mediation and an agreement is not obtained,
2 any party may commence a civil action in the proper court concerning the claim
3 that was submitted to mediation. Any complaint filed in such an action **must**
4 **contain a sworn statement indicating that the issues addressed in the complaint**
5 **have been mediated pursuant to the provisions of [NRS 38.300](#) to [38.360](#),**
6 **inclusive**, but an agreement was not obtained.

7 **III. ARGUMENT**

8 **E. NRS 38.310 applies to any party that “commences” a civil action involving**
9 **enforcement of an HOA’s CC&Rs**

1 17. SCA's filing of a motion to dismiss the Tobin/Trust claims for mediation, while not
2 filing a motion to dismiss Plaintiff Jimijack was very prejudicial to Tobin.

3 18. The following legal argument is taken from SCA's February 23, 2017 motion to
4 dismiss all Tobin's individual claims as well as those of the GBH Trust:

5 19. NRS 38.310 "[e]xpresses Nevada's public policy favoring arbitration of disputes
6 involving the interpretation of CC&Rs." *Hamm v. Arrowcreek Homeowners' Ass'n*, 124 Nev.
7 28, 183 P.3d 895,902 (2008).

8 20. In *Hamm v. Arrowcreek Homeowners' Ass'n*, 124 Nev. 290, 183 P.3d 895 (2008),
9 the plaintiff homeowners owned a vacant lot against which the association recorded an
10 assessment lien. *Id.* 124 Nev. 294, 138 P.3d at 899. Plaintiff filed an action in district court
11 alleging slander of title and breach of contract, seeking, among other things, a declaratory
12 judgment and permanent injunction eliminating any assessments against his lot and a release
13 of lien. *Id.* The district court dismissed the complaint under NRCP 12(b)(5), holding that
14 pursuant to NRS 38.310, the plaintiffs were required to submit their complaint to NRED ADR
15 prior to seeking relief in district court. *Id.* The Nevada Supreme Court affirmed, finding that
16 the homeowners' claims constituted a "civil action" as defined under NRS 38.310 because it
17 related to the interpretation, application or enforcement of the association's governing
18 documents.

19 21. In October 2013, the Nevada Supreme Court reaffirmed its holding in Hamm that
20 actions relating to the interpretation, application, or enforcement of a homeowners
21 association's CC&Rs must be submitted to NRED prior to being brought in district court.
22 *McKnight Fam., L.L.P. v. Adept Mgmt.*, 310 P.3d 555, at 559 (Nev. 2013).

1 22. In analyzing the various claims subject to dismissal under NRS 38.310, the Nevada
2 Supreme Court held the following:

3 23. [T]o determine whether an individual violated any conditions or failed to perform
4 any duties required under an association's CC&Rs, a court must interpret the CC&Rs to
5 determine their applicability and enforceability regarding the individual. This type of
6 interpretation falls under NRS 38. 310.

7 24. The Supreme Court was clear that any cause of action which required an analysis of
8 whether an individual violated or failed to perform a duty under the CC&Rs would require an
9 interpretation of the CC&Rs **thus making dismissal mandatory** under NRS 38.310. In
10 McKnight, the Supreme Court dismissed claims for injunctive relief, negligence, breach of
11 contract, breach of NAC 116, breach of NRS 116 claims, slander of title and wrongful
12 foreclosure. Id.(Nev. 2014)1 (*citing Hamm v. Arrowcreek Homeowners' Ass'n, 124 Nev. 290,*
13 *296,183 P.3d 895, 900 (2008)*).

14 **F. NRS 38.310(2) is mandatory dismissal of Jimijack’s claims for lack of**
15 **jurisdiction**

16 2. A court **shall** dismiss any civil action which is commenced in violation of the provisions
17 of subsection 1.

18 25. According to SCA’s motion for dismissal of Tobin/GBH Trust claims pending
19 completion of mediation, "NRS 38.310 is a jurisdictional statute. Under Nevada law, subject
20 matter jurisdiction is the power of a court to hear and determine a particular type of
21 controversy. See *Azbarea v. City of N Las Vegas, 590 P.2d 161, 162 (1979)*. NRS 38.310 is
22 jurisdictional because it strips courts that are subject to it of any power to hear and determine
23 cases.”

1 26. By using the operative phrase "**shall dismiss**," the statute removes any discretion
2 regarding dismissal.

3 27. Accordingly, a court subject to NRS 38.310 can do only one thing, dismiss the
4 action.

5 28. See *Hamm v. Arrowcreek Homeowners' Ass'n*, 183 P.3d 895 (Nev. 2008); see also
6 *Washoe Med. Ctr. v. Second Judicial Dist. Court of State of Nev. ex rel. County of Washoe*,
7 148 P.3d 790, 793 (Nev. 2006).

8 29. This mandated outcome makes NRS 38.310 jurisdictional. *Cf Steel Co. v. Citizens*
9 *for a Better Env't*, 523 U.S. 83, 94 (1988) (**when jurisdiction is lacking, "the only function**
10 **remaining to the court is that of announcing the fact and dismissing the case."**) (emphasis
11 added).

12 **G. Jimijack argues it didn't properly serve the HOA**

13 30. Jimijack's argument that its failure to serve Sun City Anthem does not exempt the
14 Stokes from the provisions of NRS 38.310.

15 31. An attorney error or omission does not give the Court jurisdiction in a civil action
16 to provide requested relief to the non-compliant party where the law has specifically stated
17 the Court does not have jurisdiction.

18 32. The Court has already dismissed both the Tobin and the GBH Trust claims pending
19 the completion of mediation.

20 33. Jimijack and Lee failed to comply with the requirement to attend mediation so the
21 for the Court did not have jurisdiction to grant Jimijack requested relief.

22 **IV. CONCLUSION**

23
24

1 34. Dismissal of the claims of Joel and Sandra Stokes as trustees of Jimijack Irrevocable
2 Trust and Yuen K. Lee, an individual and manager of F. Bondurant LLC is mandatory
3 pursuant to 38.310 (2) for noncompliance with NRS 38.310 (1).

4 35. Orders from this civil action are void as the court acted without jurisdiction.

5 36. Instruments recorded against title are void.

6 **V. EXHIBITS TABLE OF CONTENTS**

7 Exhibit 1 the Tobin/Trust NOTC, (third) Completion of Mediation, dated July 26, 2019

8 Exhibit 2 is NSM's NOTC, filed November 9, 2017

9 Exhibit 3 April 23, 2019 ex-parte hearing transcript, line 5-25, page 16, lines 1-4.
10

11 Dated this 28TH day of JULY, 2019,
12
13
14

15 

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

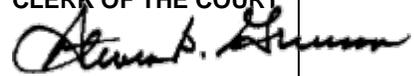
I, Nona Tobin, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this the 29TH day of July, 2019, I served via the Clark County Court NVEfile Odessey electronic filing system a true and correct copy of the foregoing TOBIN MDSM PER 38.310(2), to all parties listed in the Odyssey eFileNV service contact list:



Nona Tobin

EXHIBIT 1

EXHIBIT 1



1 **NOTC**

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

8 *In Proper Person*

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

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

14 Counter-Claimant

15 vs.

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

21 Counter-Defendants

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

24 Department: XXXI

**NOTICE OF NONA TOBIN / GORDON B.
HANSEN TRUST, DATED 8/22/08,
COMPLETION OF MEDIATION
PURSUANT TO NRS 38.310**

25 TO: ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

26 PLEASE TAKE NOTICE Of Completion Of Mediation For Nona Tobin And Gordon
27 B. Hansen Trust, dated 8/22/08, that was previously entered into the record on April 9 and 12,
28 2019.

29 1. Note that when Tobin and the GBH Trust completed mediation on November 13, 2018
30 the Court's jurisdiction to adjudicate ALL Tobin/GBH Trust claims was restored.

1 2. The Tobin/ GBH Trust NOTC voids the order of dismissal, entered on September 20,
2 2017, on behalf of Sun City Anthem (“SCA” or “HOA”) that had removed the Court’s
3 jurisdiction over Tobin/Trust claims, except for quiet title, pursuant to NRS 38.310 (2).

4 3. The Court issued the ex-parte April 23, 2019 bench order to strike the two previous
5 NOTCs, on the advice and encouragement of counsels Joseph Hong and Melanie Morgan,
6 attorneys for the prevailing parties, Jimijack/Lee and Nationstar.

7 4. The April 23, 2019 hearing was held ex-parte after Hong and Morgan served notice
8 through the court’s Odessey NVEfile system on April 15, 2019 and April 22, 2019, that the
9 April 23, 2019 hearing was continued by the April 12, 2019 Court order to May 7, 2019.

10 5. Note that striking the previous two NOTCs prevented the Court’s notice that, pursuant to
11 NRS 38.310(2), the Court does not have jurisdiction to grant relief to Jimijack or Lee as
12 neither completed mediation.

13 6. By encouraging the Court to declare that the April 9 and 12, 2019 NOTCs were “rogue”
14 and striking them from the record, opposing counsels could prevent Tobin’s claims from
15 coming to the attention of the Court.

16 7. Tobin’s claims are revealed by reading the exhibits to the Notice of completion of
17 Mediation that also inform the court of the evidence Tobin has to support her claims that
18 SCA attorneys were misrepresenting the law, evidence, and the facts surrounding the
19 foreclosure sale to the Court in the February 5, 2019 Motion for Summary Judgment.

20 8. SCA attorneys covered up the misdeeds of SCA’s financially-intertwined managing and
21 agents, had concealed and falsified records, interfered with the SCA Board elections, abridged
22 Tobin’s rights under CC&Rs XVI Limits on Litigation, and retaliated against her for being a
23 party to this civil action. SCA did not participate in mediation in good faith.

24

1 9. See **ATTACHMENT I** for the Tobin/GBH Trust NOTC completion of mediation filed
2 on April 9, 2019.

3 10. The Tobin/GBH Trust in Attachment I has three exhibits:

4 11. **Exhibit A** is the August 20, 2019 claim form ADR 19-27 signed by Nona Tobin.

5 12. **Exhibit B** is the mediator Donald E. Lowrey, Esq. certification of completion which
6 contains the legal proviso that shows completion of mediation allows a party to “*commence a*
7 *civil action in the proper court concerning the claim that was submitted to mediation*” on Page
8 2 of Exhibit B.

9 NOTICE

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

12 13. **Exhibit C** is a confidential pre-mediation message to the mediator that provides links
13 to a two-year, six-page chronology of SCA refusing to address Tobin’s concerns about the
14 statutorily-non-compliant sale, unjust enrichment of negligently supervised SCA agents,
15 failure to provide due process required by the CC&Rs, creation of a hostile environment, and
16 retaliation against Tobin for being a party to this civil action.

17
18 Dated this 26th day of July 2019,

19
20 

21
22 NONA TOBIN
23 2664 Olivia Heights Avenue
24 Henderson NV 89052
(702) 465-2199
nonatobin@gmail.com
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 26th day of July, 2019, I served via the Clark County electronic filing system a true and correct copy of the foregoing NOTICE OF NONA TOBIN / GORDON B. HANSEN TRUST, DATED 8/22/08, COMPLETION OF MEDIATION PURSUANT TO NRS 38.310, to all parties listed in the Odyssey eFileNV service contact list:

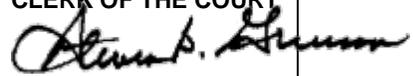


Nona Tobin

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ATTACHMENT I

ATTACHMENT I



1 **NOTC**

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

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

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 the
25 GORDON B. HANSEN TRUST, dated
26 8/22/08

27 Cross-Claimant,

28 vs.

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

37 Cross-Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

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

1 **NOTICE OF COMPLETION OF MEDIATION**

2 **PERSUANT TO NRS 38.310**

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

9
10
11 Counterclaimant Tobin, Red Rock Financial Services, LLC, and Sun City Anthem
12 participated in the NRED mediation on November 13, 2018. However, the mediation was
13 unsuccessful as no agreement was reached, and the matter is now closed.
14

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

17 **Exhibit C** contains a confidential memo to the Mediator with documents showing that Sun
18 City Anthem was retaliating against Tobin for pursuing this quiet title claim and attempting to get
19 it on the record that SCA agents are being unjustly enriched at the expense of homeowners.
20

21 DATED this 9th day of April 2019

22 

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

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

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CERTIFICATE OF SERVICE

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



EXHIBIT A

EXHIBIT A

EXHIBIT A

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

ALTERNATIVE DISPUTE RESOLUTION (ADR) CLAIM FORM

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

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

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

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

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

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

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

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

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

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

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

PLEASE SELECT YOUR METHOD OF RESOLUTION:

- MEDIATION**
 REFEREE PROGRAM

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

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

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

Yes No Has the above listed Claimant filed an Intervention Affidavit (form #530) regarding the same or similar issues?

• If yes, please provide the file number(s):

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

FOR OFFICIAL USE ONLY

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



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

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

Address of unit related to this claim:

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

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

IDENTIFY THE SECTION OF GOVERNING DOCUMENTS PERTAINING TO THE DISPUTE:

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

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

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

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

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

None Forms:
(Initial)

One (1) Original Claim Form, # 520

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

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

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

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

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

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

Subsidy is awarded based on:

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

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

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

(Initial if applicable)

SERVING THE CLAIM

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

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

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

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

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

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

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

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

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

How service must be made:

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

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

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

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

SOUTHERN NEVADA

MEDIATOR LISTING

REFEREE LISTING

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

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

NORTHERN NEVADA

MEDIATOR LISTING

REFEREE LISTING

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

Paul Lamboley, Esq.
 Michael Matuska, Esq.

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

Submit the required forms and documents to:

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

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

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

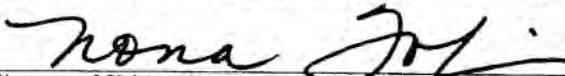
(702) 486-4480 • Toll free: (877) 829-9907

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

ALTERNATIVE DISPUTE RESOLUTION (ADR)
ADDITIONAL RESPONDENT FORM

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

Date: August 20, 2018



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

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

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

Respondent: Red Rock Financial Services LLC # E0484542011-5

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

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

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

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

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

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

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

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

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

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

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

Respondent: _____ # _____

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

Contact Address: _____
Street City State Zip Code

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

For office use only:

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

WHAT LAWSUIT?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment A

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

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

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

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

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

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

ALTERNATIVE DISPUTE RESOLUTION (ADR)
ADDITIONAL RESPONDENT FORM

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

Date: August 20, 2018

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

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

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

Respondent: Red Rock Financial Services LLC # E0484542011-5

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

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

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

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

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

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

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

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

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

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

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

Respondent: _____ # _____

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

Contact Address: _____
Street City State Zip Code

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

For office use only:

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

EXHIBIT B

EXHIBIT B

EXHIBIT B

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

6
7
8 **State of Nevada**

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

10 **COMMON-INTEREST COMMUNITIES AND HOTELS**

11 **ALTERNATE DISPUTE RESOLUTION**

12 NONA TOBIN,

13 Claimant,

14 vs.

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

18 Respondents.

)
MEDIATION
ADR Claim No. 19-27

19
20 **SUMMARY OF MEDIATION**

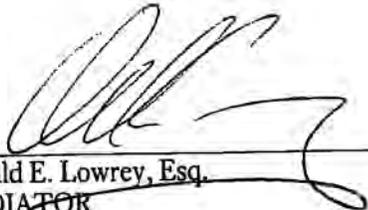
21 **NO AGREEMENT**

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

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

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

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

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

12
13 **NOTICE**

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

1 **CERTIFICATE OF MAILING**

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

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

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

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

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

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

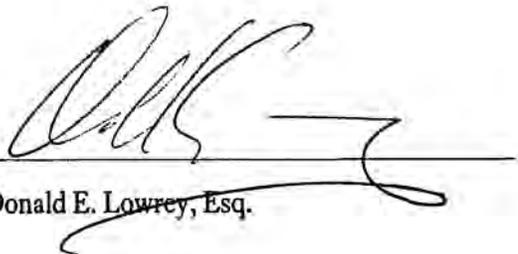
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Donald E. Lowrey, Esq.

EXHIBIT C

EXHIBIT C

EXHIBIT B

Statement Of Disputed Issues.

(excerpted from document to be shared with all parties)

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

Proposed Resolution

(excerpted from document to be shared with all parties)

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

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

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

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

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

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

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

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

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

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

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

No help from regulators

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

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

Thank you very much for your consideration and assistance.

Nona Tobin 

Dated: ~~November 5, 2017~~

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

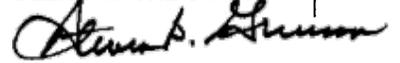
May 25	<p>I requested collection files as something might need be turned over to the bankruptcy court because A & K was claiming all the client trust funds were gone.</p> <p>I signed the over-broad recusal letter to stay out of collections matters.</p>	<p>I was not given the Board book or anything related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

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

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

EXHIBIT 2

EXHIBIT 2



1 **NOTC**
2 **WRIGHT, FINLAY & ZAK, LLP**
3 Dana Jonathon Nitz, Esq.
4 Nevada Bar No. 0050
5 Michael S. Kelley, Esq.
6 Nevada Bar No. 10101
7 7785 W. Sahara Avenue, Suite 200
8 Las Vegas, Nevada 89117
9 (702) 475-7964; Fax: (702) 946-1345
10 dnitz@wrightlegal.net
11 mkelley@wrightlegal.net
12 *Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage LLC*

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

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

15 vs.

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

21 Defendants.

22

NATIONSTAR MORTGAGE, LLC

23 Counter-Claimant,

24 vs.

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

Counter-defendants.

///

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

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

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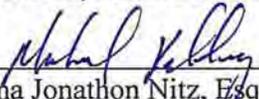
NOTICE OF COMPLETION OF MEDIATION

PURSUANT TO NRS 38.310

PLEASE TAKE NOTICE that Defendant in Intervention/Counterclaimant, Nationstar Mortgage LLC (“Nationstar”), along with Red Rock Financial Services LLC and Sun City Anthem Community Association Inc. (“HOA”), participated in Alternative Dispute Resolution mediation. On January 15, 2016, Nationstar submitted an Alternative Dispute Resolution Claim Form to the State of Nevada Department of Business and Industry Real Estate Division’s Common-Interest Communities and Condominium Hotels Program (“NRED”). See **Exhibit A**. Nationstar and the HOA participated in an NRED mediation on January 26, 2017, however, the mediation was unsuccessful as no agreement was reached and the matter is now closed. A copy of the letter received from NRED that confirms the unsuccessful mediation is attached hereto as **Exhibit B**.

DATED this 8th day of November, 2017.

WRIGHT, FINLAY & ZAK, LLP



Dana Jonathon Nitz, Esq.
Nevada Bar No. 0050
Michael S. Kelley, Esq.
Nevada Bar No. 10101
7785 W. Sahara Avenue, Suite 200
Las Vegas, Nevada 89117
*Attorneys for Defendant in
Intervention/Counterclaimant, Nationstar Mortgage
LLC*

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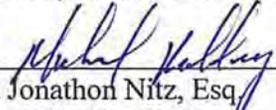
AFFIRMATION

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

The undersigned does hereby affirm that the preceding **NOTICE OF COMPLETION OF MEDIATION PURSUANT TO NRS 38.310** filed in Case No. A-15-720032-C **does not** contain the social security number of any person.

DATED this 8th day of November, 2017.

WRIGHT, FINLAY & ZAK, LLP



Dana Jonathon Nitz, Esq.
Nevada Bar No. 0050
Michael S. Kelley, Esq.
Nevada Bar No. 10101
7785 W. Sahara Avenue, Suite 200
Las Vegas, Nevada 89117
*Attorneys for Defendant in
Intervention/Counterclaimant, Nationstar Mortgage
LLC*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK,
3 LLP, and that on this 9th day of November, 2017, I did cause a true copy of **NOTICE OF**
4 **COMPLETION OF MEDIATION PURSUANT TO NRS 38.310** to be e-filed and e-served
5 through the Eighth Judicial District EFP system pursuant to NEFR 9 and/or by depositing a true
6 copy of same in the United States Mail, at Las Vegas, Nevada, addressed as follows:

7 L. Joe Coppedge joe@mushlaw.com
8 Karen L. Foley karen@mushlaw.com
9 Crystal Ann Gorzalski crystal@mushlaw.com
10 Michael R. Mushkin michael@mushlaw.com
11 "Joseph Y. Hong, Esq." . yosuphonglaw@gmail.com
12 Ashley Scott-Johnson . ascott-johnson@lipsonneilson.com
13 Darnell Lynch . dlynch@lipsonneilson.com
14 David Ochoa . dochoa@lipsonneilson.com
15 Jakub P Medrala . jmedrala@medralaw.com
16 Kaleb Anderson . kanderson@lipsonneilson.com
17 Nona Tobin . nonatobin@gmail.com
18 Office . admin@medralaw.com
19 Renee Rittenhouse . rrittenhouse@lipsonneilson.com
20 Shuchi Patel . spatel@medralaw.com
21 Susana Nutt . snutt@lipsonneilson.com

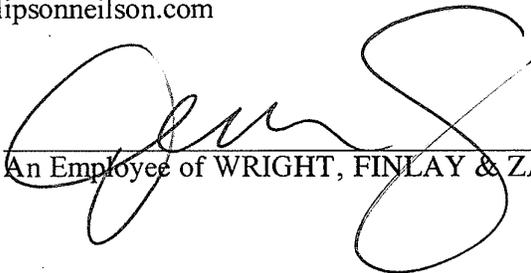
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An Employee of WRIGHT, FINLAY & ZAK, LLP

Exhibit A

Exhibit A

Exhibit A

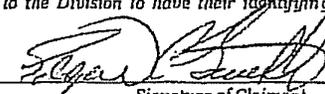
STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE DIVISION
OFFICE OF THE OMBUDSMAN FOR COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS
2501 East Sahara Avenue, Suite 202 * Las Vegas, NV 89104-4137
(702) 486-4480 * Toll free: (877) 829-9907 * Fax: (702) 486-4520
E-mail: CI/Ombudsman@red.state.nv.us <http://www.red.state.nv.us>

**ALTERNATIVE DISPUTE RESOLUTION (ADR)
CLAIM FORM**

Please review the ADR Overview, Form #523, prior to completing this form.

NOTE: Referee and arbitration decisions are public records and will be published on the Division's website. Parties that participated in a referee hearing or arbitration resulting in a decision can request, in writing, to the Division to have their identifying information (name, address, phone number) redacted from the decision that is published.

Date: 1/4/16



Signature of Claimant

Claimant*: Nationstar Mortgage, LLC

*If Individual, provide full name. If an Association, provide COMPLETE Association name as it appears on Secretary of State's website. (<http://nvsec.gov/sosentitysearch/>)

If Claimant is represented by an attorney: Wright Finlay & Zak, LLP - Edgar C. Smith, Esq.

Please provide the name of the Law Firm and the name of the attorney

Contact Address: 7785 W. Sahara Ave., Suite 200 Las Vegas NV 89117
Street City State Zip Code

Contact Phone: 702-475-7964 Fax: 702-946-1345 E-Mail: esmith@wrightlegal.net

***Attach Additional Claimant Form (#520A) if there is more than one Claimant.**

Respondent*: Sun City Anthem Community Association, Inc. - Entity #C14322-1998

*If Individual, provide full name. If an Association, provide COMPLETE Association name as it appears on Secretary of State's website. (<http://nvsec.gov/sosentitysearch/>)

Contact Address: c/o Registered Agent: Firstservice Residential, Nevada, LLC, 8290 Arville Street, Las Vegas, NV, 89139
Street City State Zip Code

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

***Attach Additional Claimant Form (#520B) if there is more than one Respondent.**

PLEASE SELECT YOUR METHOD OF RESOLUTION:	
<input checked="" type="checkbox"/>	MEDIATION
<input type="checkbox"/>	REFeree PROGRAM*
<small>*If Referee Program is selected, Respondent must agree, otherwise this will be treated as a Mediation claim. Claims involving multiple parties may be excluded from the Referee Program.</small>	

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

_____ If the Referee Program is selected by both parties, there is no cost for the Referee.

<i>For office use only:</i>			
Claimant: _____	Respondent: _____		
Receipt number: <u>384778</u>	Claim number: <u>16-849</u>	Date received: _____	RECEIVED JAN 15 2016

PROVIDE A BRIEF STATEMENT PERTAINING TO THE NATURE OF THE DISPUTE ("SEE ATTACHMENT" IS NOT ACCEPTABLE. Your explanation must start on this page. You may attach additional pages, if more space is needed.):

This is an action for damages resulting from a lien foreclosure sale by the association and its agent. The claims arise under allegations of wrongful and defective foreclosure, negligence, negligence per se, breach of contract (CC&Rs), breach of the covenant of good faith and fair dealing, misrepresentation, unjust enrichment and tortious interference with a contract. Claimant seeks to quiet title against the HOA and declaratory relief. The HOA and its agent conducted a lien foreclosure sale that may have extinguished claimant's first deed of trust, thus breaching the covenants and duties owed to claimant as an intended beneficiary of the protections afforded by the Declaration for this community. The foreclosure of the HOA's lien and sale to a third-party has resulted in damages to Claimant from loss of income and use of the property, and potential loss of its first deed of trust securing the loan which the former owner used to purchase the property. The Declaration provides protections to the Claimant's lien which Claimant or its predecessors relied upon, and which induced Claimant or its predecessors to lend in this community. Due to the limited space provided herein, all relevant facts and further details as to this action will be provided to the mediator, once assigned. Property address: 2763 White Sage Drive, Henderson, NV 89052 APN:191-13-811-052 WFZ Case #: 619-2015134 HANSEN

IDENTIFY THE SECTION IN THE GOVERNING DOCUMENTS PERTAINING TO YOUR DISPUTE:

Including but not limited to - Declaration of Covenants, Conditions and Restrictions for Sun City Anthem- Section 8.8 Lien for Assessments

This submission will not be considered "filed" unless the following is submitted:

- One (1) original AND two (2) copies of this Claim Form. (Supporting documents may be provided directly to the mediator or referee once assigned and need not be provided with this Claim Form.)
- A \$50.00 filing fee payable to "NRED" either by check, cash, or money order. Please do not mail cash. Filing fee is not refundable.
- ADR Subsidy Application for Mediation (Form #668), if applicable.
Subsidy awarded based on:
 - For a Unit Owner:
 - Once during each fiscal year of the State for each unit owned
 - For an Association
 - Once during each fiscal year of the State against the same unit owner for each unit owned
 - In "Good Standing" with Secretary of State & Office of the Ombudsman Office

Return to:
Nevada Real Estate Division
2501 East Sahara Avenue, Suite 205
Las Vegas, Nevada 89104-4137

Once the Division processes your Claim Form, the Division will mail you an instruction packet pertaining to the next step in the process.

Following is a listing of the mediators and referees for the Alternative Dispute Resolution program. Before making your selection, resumes or curriculum vitae of the mediators and referees and their location availability can be viewed on the Division's website at www.red.state.nv.us/cic.htm.

- If the parties do not agree on the selected mediator or referee, the Division will assign.

MEDIATOR LISTING

REFeree LISTING

Southern Nevada

Ira David, Esq.
Christopher R. McCullough, Esq.
Hank Melton
Dee Newell, JD
Janet Trost, Esq.
Ileana Drobkin
Barbara Fenster
Paul H. Lambolely, Esq.
Michael G. Chapman, Esq.
Angela Dows, Esq.
Thomas D. Harper, Esq.

Ira David, Esq.
Janet Trost, Esq.
Christopher R. McCullough, Esq.
Angela H. Dows, Esq.
Paul H. Lambolely, Esq.
Kurt Bonds, Esq.
Thomas D. Harper, Esq.

Northern Nevada

Sarah V. Carrasco, Esq.
Michael G. Chapman, Esq.
Angela Dows, Esq.
Jill Greiner, Esq.
Paul H. Lambolely, Esq.

Michael Matuska, Esq.
Angela H. Dows, Esq.
Paul H. Lambolely, Esq.
Kurt Bonds, Esq.

Please note your mediator or referee selection below.

Thomas D. Harper, Esq.

Mediator Referee

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
OFFICE OF THE OMBUDSMAN FOR OWNERS IN
COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS
1179 Fairview Drive, Suite E * Carson City, NV 89701-5453 * (775) 687-4280
2501 East Sahara Avenue, Suite 202 * Las Vegas, NV 89104-4137
(702) 486-4480 * Toll free: (877) 829-9907
E-mail: CICombudsman@red.state.nv.us <http://www.red.state.nv.us>

**ALTERNATIVE DISPUTE RESOLUTION (ADR)
ADDITIONAL RESPONDENT FORM**

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

Date: 1/14/16


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

<https://soss.state.nv.us/SDS/Services/AnonymousAccess/CorpSearch/CorpSearch.aspx>

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

➤ Respondent: Red Rock Financial Services, LLC # E0484542011-5
If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.

➤ Contact Address: c/o Registered Agent: CSC Services of Nevada, Inc., 2215-B Renaissance Dr Las Vegas, NV, 89119
Street City State Zip Code

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

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

➤ Contact Address: _____
Street City State Zip Code

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

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

➤ Contact Address: _____
Street City State Zip Code

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

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

➤ Contact Address: _____
Street City State Zip Code

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

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

Exhibit B

Exhibit B

Exhibit B

BRIAN SANDOVAL
Governor



BRUCE H. BRESLOW
Director

SHARATH CHANDRA
Administrator

CHARVEZ FOGER
Ombudsman

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
COMMON-INTEREST COMMUNITIES AND
CONDOMINIUM HOTELS PROGRAM
CICOmbudsman@red.nv.gov www.red.nv.gov

July 10, 2017

Claimant(s):

NATIONSTAR MORTGAGE LLC (WFZ)
C/O WRIGHT, FINLAY & ZAK
7785 W SAHARA AVE STE 200
LAS VEGAS, NV 89117

Respondent(s):

SUN CITY ANTHEM COMMUNITY
ASSOCIATION INC
C/O LIPSON, NEILSON, COLE, SELTZER &
GARIN PC
ATTN: DAVID OCHOA, ESQ
9900 COVINGTON CROSS DR, STE 120
LAS VEGAS, NV 89144

RED ROCK FINANCIAL SERVICES LLC
2215-B RENAISSANCE DRIVE
LAS VEGAS, NV 89119

Alternative Dispute Resolution (ADR) **Control #: 16-849** - MEDIATION UNSUCCESSFUL

Dear Sir or Madam:

The Claimant and Respondent participated in mediation on January 26, 2017 through the Division's alternative dispute resolution program described in NRS 38. Please be advised, RED ROCK FINANCIAL SERVICES LLC has refused to participate in the mediation process.

Unfortunately, no agreement was reached. Thank you for your efforts to resolve the dispute between the parties. This matter is now closed.

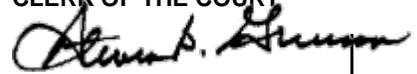
Sincerely,

A handwritten signature in cursive script that reads "Victoria Broadbent".

Victoria Broadbent
Mediation Specialist

EXHIBIT 3

EXHIBIT 3



RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

JOEL A. STOKES, et al.,)	
)	
Plaintiff,)	CASE NO. A-15-720032-C
)	CASE NO. A-16-730078-C
vs.)	
)	DEPT. NO. XXXI
BANK OF AMERICA, NA, et al.,)	
)	
Defendants.)	
)	
<u>And all related claims/cases.</u>		

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT JUDGE
TUESDAY, APRIL 23, 2019

**RECORDER'S TRANSCRIPT OF HEARING:
ALL PENDING MOTIONS**

APPEARANCES:

FOR THE PLAINTIFF:	JOSEPH Y. HONG, ESQ.
FOR THE COUNTER CLAIMANT NATIONSTAR MORTGAGE, LLC:	MELANIE D. MORGAN, ESQ.
FOR COUNTER CLAIMANT NONA TOBIN:	NO APPEARANCE

RECORDED BY: SANDRA HARRELL, COURT RECORDER
TRANSCRIBED BY: VERBATIM DIGITAL REPORTING, LLC

1 LAS VEGAS, NEVADA, TUESDAY, APRIL 23, 2019

2 (Case called at 9:53 A.M.)

3 THE COURT: -- 32.

4 MR. HONG: Good morning, Your Honor. Joseph Hong
5 for Joel Stokes. Ms. Morgan is in Department 16. But I
6 believe this is the one where a stip --

7 THE COURT: Just -- just one second.

8 MR. HONG: Yeah.

9 THE COURT: So do we know -- what's -- would you
10 mind sending an e-mail to Department 16 to see if Ms. Morgan,
11 her timing on this one?

12 THE CLERK: Yes.

13 THE COURT: Because I might call the other matter
14 and recall you in a moment because I'm aware of what you may
15 be saying but I want to make sure I have a full --

16 MR. HONG: Yeah, yeah.

17 THE COURT: -- opportunity to have -- make --

18 MR. HONG: Sure, sure.

19 THE COURT: -- sure if there's anybody else here on
20 the case, so let's find out.

21 MR. HONG: Okay, okay.

22 THE COURT: Because she did file a pleading. I did
23 not see one for you. So let's wait one moment. I want to see
24 what her timing is and then we'll see, because maybe I can
25 call page two in the intervening time.

1 MR. HONG: Okay.

2 (Case passed at 9:54 A.M., until 10:26 A.M.)

3 THE COURT: Thank you. I appreciate it. You were
4 in Department 16. I need Ms. Stokes' stuff. I don't see it
5 in here. I only saw the one.

6 (Pause in the proceedings)

7 THE COURT: Oh wait, here I have Stokes. Excuse me.
8 I have Stokes. So Stokes, as we said, was page 17200 -- 0032.
9 Counsel, I would appreciate appearances, please.

10 MR. HONG: Yes, Your Honor. Joseph Hong for Joe
11 Stokes and the JimiJack Trust.

12 MS. MORGAN: Melanie Morgan for Nationstar.

13 THE COURT: Okay. I just want to make sure. Is Ms.
14 Tobin here at all?

15 MR. HONG: She is not.

16 THE COURT: Is counsel for Ms. Tobin here?

17 MR. HONG: She's in pro per person, Your Honor.

18 THE COURT: Well, actually, that's an interesting
19 question. I heard you say that but, counsel, that's not what
20 the record shows and that's the reason why the Court's about
21 to say something.

22 MR. HONG: Oh, okay.

23 THE COURT: So feel free to sit down, if you wish,
24 or stand up, whatever is more comfortable for you.

25 So here's what the Court -- the Court left on

1 today's hearing for the mere purpose -- the Court needed to
2 find out what was going on in this case --

3 MR. HONG: Yes.

4 THE COURT: -- not that the Court really -- and
5 here's the reason why. Because from this Court's
6 understanding the only thing left in this case -- okay, the
7 Court made its rulings and there was a Notice of Entry of
8 Order.

9 And that was one of the issues here, is because Sun
10 City Anthem did not file their Notice of Entry of Order until
11 April 18th, so I did not have an effective order on a prior
12 ruling on a Motion for Summary Judgment, at the time the
13 documents for today's hearing. Turn in the reminder, folks,
14 even if your colleagues aren't getting things on time, makes
15 you not have to show in court, right? And notice that they're
16 not here. Anyway, non-sequitur.

17 But, so today technically was -- shows a Tobin
18 Opposition to Nationstar Motion for Summary Judgment against
19 JimiJack and Countermotion for Summary Judgment. This got a
20 Clerk's -- wait, did somebody take them off for today?

21 Samantha, can you see? Because somehow somebody
22 messed with my -- okay, so anyway, today was showing a Tobin
23 Opposition to Nationstar Motion for Summary Judgment against
24 JimiJack and a Countermotion. So somehow this got a -- well,
25 it was double-filed, okay. It got double-filed. But my point

1 is a little bit different. I don't see there's a hearing
2 that's why I started Madam Clerk, I just -- I didn't see any
3 hearing.

4 It came up -- so then it somehow got a -- "got" not
5 being my best choice of words -- but it received -- excuse me,
6 I'll phrase it that way -- somehow it then received a Notice
7 of Hearing.

8 Then we received a Notice of Appearance from Ms.
9 Tobin on 4/9. However, there is no Notice of Withdrawal of
10 Mr. Mushkin's firm on behalf of Ms. Tobin.

11 So there is no Notice of Withdrawal or any Order on
12 any Notice of Withdrawal or any -- any "O" because there's no
13 Motion. So whether -- so Ms. Tobin, noticed in pro per
14 person, appears to be a rogue document.

15 But then one would look to see how she said that she
16 potentially came in as a defendant in intervention cross-
17 claimant in pro per person but yet, at prior --

18 MR. HONG: I think I can kind of assist, Your Honor.
19 May I?

20 THE COURT: Feel free to do so.

21 MR. HONG: I've been in this from day one, so I
22 think I have a pretty good handle on this.

23 THE COURT: Which thought I was, but go ahead.

24 MR. HONG: Right.

25 THE COURT: Go ahead.

1 MR. HONG: Right. So, Mr. Mushkin's office
2 represents Tobin as the Trustee for the Hansen Trust. Because
3 what happened was, when Ms. Tobin came into this case
4 originally in pro per person, Your Honor, we were at this
5 hearing and said, you don't have standing, because --

6 THE COURT: Correct.

7 MR. HONG: -- you're not the Trustee. So that's
8 when she then came in as the Trustee and Mr. Mushkin
9 represented her.

10 Now, she has no standing in this case, because as an
11 individual, Ms. Tobin individually has nothing to do with this
12 case.

13 THE COURT: Which is why the Court was understanding
14 as Mr. Mushkin would only have the role as her counsel. The
15 Court didn't see that Ms. Tobin has any pro per person status
16 in this --

17 MR. HONG: Right.

18 THE COURT: -- case.

19 MR. HONG: And -- and Mr. Mushkin represents Tobin
20 as the Trustee of the Trust, not individually.

21 THE COURT: Correct. Okay.

22 MR. HONG: So what happened -- this is what counsel
23 and I are gathering -- what happened was, when Your Honor
24 granted the HOA's Motion for Summary Judgment against the
25 Estate, the Trust -- the Trust, that was over. They were

1 done. And so what -- what Ms. Tobin did then, she tried to go
2 do an end-around and file this Opposition Counter-motion in pro
3 per person individually.

4 So again, long story short, she has no standing in
5 this case, Your Honor. The only party that has standing is
6 the Trust, because they were theoretically the former owner;
7 right? They were -- they were the former owner when the
8 foreclosure happened --

9 THE COURT: Um-hum.

10 MR. HONG: -- right.

11 THE COURT: Right.

12 MR. HONG: Right.

13 THE COURT: Which is what -- thank you, I appreciate
14 where the Court was going because the document I was
15 referencing, the 4/9/2019 said Defendant in Intervention/Cross
16 Claimant. There is no Intervenor anywhere in this caption --

17 MR. HONG: Yeah.

18 THE COURT: -- that this Court saw. And I was going
19 to get clarification from the parties. That's why I needed to
20 have as many people who were going to be here on this case, to
21 confirm that that is everybody's understanding.

22 Is that your understanding?

23 MR. HONG: Well -- well --

24 THE COURT: There's no Intervenor --

25 MR. HONG: -- she did intervene in the other case

1 that was consolidated into this case.

2 THE COURT: But not in an individual capacity.

3 MR. HONG: No.

4 THE COURT: It was in a Trustee of the Trust --

5 MR. HONG: Correct.

6 THE COURT: -- which is the only role that Ms. Tobin
7 held, not as an individual; is that correct?

8 MR. HONG: Correct.

9 MS. MORGAN: Right.

10 MR. HONG: Correct.

11 THE COURT: Okay. Well -- okay.

12 MR. HONG: Well, yeah.

13 THE COURT: Which is what the Court saw. So --

14 MR. HONG: That's absolutely right.

15 THE COURT: Okay. So --

16 MR. HONG: Because title to the property prior to
17 the foreclosure was in the name of the Trust, not --

18 THE COURT: Nina Tobin, Trustee of the Gordon B.
19 Hansen Trust.

20 MR. HONG: There you go.

21 MS. MORGAN: Right.

22 MR. HONG: That's it.

23 MS. MORGAN: Right.

24 MR. HONG: That's it.

25 THE COURT: That's the only thing that this Court

1 saw.

2 MR. HONG: That's right.

3 MS. MORGAN: So a retitling, in portion, of a
4 caption on a document filed where she made herself an
5 individual was the first time this Court -- I've spent a long
6 time looking at this entire case again --

7 MR. HONG: Right.

8 THE COURT: -- no, it's perfectly fine. I'm just --

9 MR. HONG: Right.

10 THE COURT: -- the only time this Court saw Ms.
11 Tobin in a individual capacity was her placing herself as an
12 individual on a document that she filed is the way this Court
13 will phrase it.

14 MR. HONG: That's -- that's correct.

15 MS. MORGAN: Right.

16 THE COURT: I did not see that in any filing by
17 either A, any other party; or B, any other records.

18 MR. HONG: Right.

19 THE COURT: Is that consistent with everybody's
20 else's understanding?

21 MR. HONG: That is absolutely correct, Your Honor.

22 THE COURT: Okay.

23 MS. MORGAN: Yes.

24 THE COURT: So here's -- but the Court left today's
25 hearing on for the purpose of, I need to ensure that every

1 case has -- is correct, and any rogue documents don't exist.

2 MR. HONG: Right.

3 THE COURT: I also wanted to ensure that if Ms.
4 Tobin appeared, or Ms. Tobin's counsel appeared, that
5 everybody had a full opportunity to be heard. So here's where
6 the Court sees today's hearing.

7 The Court sees today hearing is that there is --
8 cannot be a inclination that I'm going to let anybody who's
9 here respond; okay?

10 Let me see what I've got. I've got a Notice of
11 Settlement that Nationstar, Joel Stokes and Sandra F. Stokes,
12 as Trustee of the JimiJack Irrevocable Trust, have reached an
13 Agreement on all material terms; right?

14 MR. HONG: Correct.

15 THE COURT: Does that then moot the 5/7 Motion for
16 Summary Judgment?

17 MS. MORGAN: It does. And we were going to withdraw
18 that motion. But then when we saw these filings from Tobin,
19 we thought it'd be cleaner just to leave it on.

20 THE COURT: That's why the Court's asking the
21 question.

22 Okay. So here's what the Court -- the Court really,
23 at the end of this morning, sees that there is nothing --
24 subject to anybody telling me differently -- the Court sees
25 that there is nothing from a -- left in this case, now that I

1 have an NEO from Sun City Anthem, left in this case other than
2 I need to do a Status Check on settlement documents between
3 the parties who filed the Notice of Settlement on 4/12.

4 MR. HONG: That's correct.

5 MS. MORGAN: Well --

6 THE COURT: Is there anything else left?

7 MS. MORGAN: -- I'm showing that --

8 THE COURT: Can you walk through your caption?

9 MS. MORGAN: -- Nona Tobin, an individual Trustee of
10 the Trust, still has claims against JimiJack.

11 MR. HONG: That's -- yeah, that -- that is true.

12 THE COURT: Wait. Nona Tobin, the Trustee, against
13 JimiJack. So that is left for trial.

14 MR. HONG: Okay. But if I may, Your Honor --

15 THE COURT: Hold -- hold on just a sec.

16 MR. HONG: Yeah, yeah.

17 THE COURT: Okay. No, that's -- thank you for that
18 point of clarification.

19 MR. HONG: Right.

20 THE COURT: So that was not -- because there's been
21 no -- but in that capacity that would be Mr. Mushkin as
22 counsel for the Trustee --

23 MR. HONG: Correct.

24 THE COURT: -- and Mr. Hong as counsel for JimiJack;
25 correct?

1 MR. HONG: Correct.

2 THE COURT: Is that --

3 MR. HONG: Correct.

4 THE COURT: Okay. So --

5 MR. HONG: And on that one, Your Honor, if that's
6 the only thing left, if that is -- and if they are actually
7 going to pursue that, based on this Court's previous Order for
8 Summary Judgment in favor of Opportunity homes, who was the
9 buyer, we would ask leave just to clean it up, because there's
10 no reason to go to trial if we can just do a simple motion
11 mirroring the Court's order, like a res judicata.

12 Because Opportunity Homes -- the claims alleged
13 against my clients by the Trust are identical to the claims
14 that were alleged against Opportunity Homes.

15 THE COURT: You can appreciate the Court cannot
16 grant any orally when I do not have a noticed hearing that
17 doesn't have --

18 MR. HONG: Oh, no, no.

19 THE COURT: -- all parties --

20 MR. HONG: Right, right.

21 THE COURT: -- the Court takes no position on
22 anything. I can't address anything that's --

23 MR. HONG: Right.

24 THE COURT: -- not before me today --

25 MR. HONG: Right.

1 THE COURT: -- because I don't have all parties
2 here.
3 MR. HONG: Right, right.
4 THE COURT: Okay.
5 MR. HONG: But we would ask a leave in a written
6 sense to file a written motion.
7 THE COURT: The Court can't --
8 MR. HONG: Okay, right, right. Okay.
9 THE COURT: -- address anything that's not
10 specifically --
11 MR. HONG: Right.
12 THE COURT: -- before it.
13 MR. HONG: Sure.
14 THE COURT: Particularly, when dates and deadlines
15 and everything --
16 MR. HONG: Sure.
17 THE COURT: -- have passed.
18 MR. HONG: Sure.
19 THE COURT: The Court was only asking for a point of
20 clarification so that we ensure --
21 MR. HONG: Okay.
22 THE COURT: -- that we have a clear --
23 MR. HONG: Right.
24 THE COURT: -- record. So let's do today's
25 purposes. Today's purpose, to the extent that there is an

1 Opposition to Nationstar's Motion for Summary Judgment, I'm
2 going to put that placeholder for two seconds. I'm dealing
3 with the second portion.

4 There is a Countermotion -- okay, first off -- let
5 me go back to the pleading. I'm sorry. I need to go to the
6 specific pleading.

7 First off, the Court is going to find that there is
8 a rogue document filed which is a Notice of Appearance on
9 4/9/2019, of Nona Tobin, in pro per person, because there is
10 nothing in this case that shows Ms. Tobin has any individual
11 capacity.

12 MR. HONG: That's right.

13 THE COURT: There's been no leave sought for Ms.
14 Tobin to have any individual capacity. The only portion of
15 this case in which there is Ms. Tobin in any capacity is as
16 Trustee of the Gordon B. Hansen Trust, dated 8/22/2008.

17 MR. HONG: That's correct.

18 THE COURT: And in that capacity, Ms. Tobin is
19 represented by counsel.

20 MR. HONG: That's correct.

21 THE COURT: That counsel has not filed any Motion to
22 Withdraw, is the simplest way of phrasing it. So any
23 pleadings on behalf of Ms. Tobin, as Trustee for the Gordon B.
24 Hansen Trust, need to be filed on behalf of counsel. There is
25 no Ms. Tobin in an individual capacity.

1 The Notice of Appearance of April 9th, 2019,
2 therefore, is -- must be viewed as a rogue document, and must
3 be stricken because there is nothing with Ms. Tobin in pro per
4 person.

5 Madam Clerk, please see that that gets stricken.

6 Okay. Next document. While the Court did see on
7 that same date, there was a Notice of Completion of Mediation
8 also filed by Ms. Tobin in her individual capacity, the Court
9 already had a prior document with regards to the mediation
10 being completed, since that also was filed by Ms. Tobin
11 individually, and not by Ms. Tobin's counsel, who is the only
12 party who can file on behalf of Ms. Tobin as Trustee for the
13 Gordon B. Hansen Trust, the Court was inclined to strike that
14 Notice of Completion of Mediation also filed on April 9th,
15 2019. Does anyone disagree?

16 MR. HONG: No.

17 MS. MORGAN: No.

18 MR. HONG: No.

19 THE COURT: I probably should have phrased that --
20 does anyone have -- I have a double negative there -- does
21 anyone feel that that document should remain on the docket?

22 MS. MORGAN: No.

23 THE COURT: Okay. So since that document also was
24 filed by Ms. Tobin improperly, because Ms. Tobin is not a
25 party to this case, Ms. Tobin is represented in her Trustee

1 capacity, which is the only capacity in which exists in this
2 case -- by counsel, she would not have had permission to have
3 filed a document on her own, the 4/9 Notice of Completion of
4 Mediation also needs to be stricken.

5 The Court now goes to the 4/10/2019 document. The
6 4/10/2019, at 11:17, there was another document filed by Nona
7 Tobin, individually, not filed by Mr. Mushkin as counsel for
8 Nona Tobin, as Trustee of the Gordon B. Hansen Trust. That
9 document was titled, Tobin Opposition to Nationstar Motion for
10 Summary Judgment against JimiJack and Countermotion Summary
11 Judgment, Hearing Requested in Conjunction with Hearing for
12 Nationstar MSJ Scheduled.

13 When the Court looked at that document there was two
14 issues. One, the same issue the Court just noted that was
15 filed by Ms. Tobin, individually, and she is represented by
16 counsel, and Ms. Tobin in not a Defendant Intervention Cross
17 Claimant in Pro Per Person, because her only role in this
18 case, as set forth based on the pleadings, is as Trustee of
19 the Gordon B. Hansen Trust, and in that capacity, she is
20 represented by counsel. That counsel has not withdrawn.

21 So the 4/10/2019 document filed at 11:17, similarly,
22 would be a rogue document. Does anyone have any position with
23 regards to that statement?

24 MR. HONG: No, actually, we -- we agree.

25 MS. MORGAN: We agree.

1 THE COURT: Okay. So the 4/10/2019, 11:17, also
2 needs to be stricken.

3 Now, contained therein, also -- even if the Court
4 were to look at the underlying arguments, which it can't, but
5 even independently, the Court's understanding is there is no
6 claims between Nationstar that currently exists with regards
7 to Nona Tobin as Trustee of the Gordon Hansen Trust; is that
8 correct?

9 MS. MORGAN: That's correct.

10 THE COURT: So there would be no Opposition that
11 would be appropriate, even if the Court could look behind the
12 fact that the document was improperly filed -- is that
13 correct, counsel -- for Nationstar?

14 MS. MORGAN: That is correct.

15 THE COURT: Okay. So there would be no opposition
16 basis anyway because you aren't on opposite sides of the -- in
17 any part of this consolidated caption; correct?

18 MS. MORGAN: That is correct.

19 THE COURT: Okay. So then the --

20 MS. MORGAN: We did file an Opposition just pointing
21 that out, that we -- that there are no claims. But I
22 understand that under those --

23 THE COURT: You -- actually you filed a very well --
24 what was your document titled? You titled your document -- I
25 think you actually -- yeah, however you titled your document,

1 I you titled it a little bit --

2 MR. HONG: Very -- very well.

3 THE COURT: Huh?

4 MS. MORGAN: I just -- yes, we filed that recently
5 just to say there are no claims.

6 THE COURT: Yeah. So as pointed out by Nationstar,
7 but I'm just confirming in open court, just so we have it
8 clean in one place.

9 MS. MORGAN: Yes.

10 THE COURT: Okay. So then the second portion was
11 something that was titled a -- once again, the Court can't
12 look at this, but I'm just giving you an independent basis
13 just so it's abundantly clear -- I'm going to the second point
14 -- it's unclear what portion would be viewed as its own
15 section as a Countermotion for Summary Judgment.

16 Because the Court, in looking at this, although --
17 and the Court takes -- okay, it says, did not meet the burden
18 against JimiJack. I mean, it's basically -- I didn't see any
19 portion that could even arguably be a section, even if the
20 Court could have looked at the underlying document for
21 purposes of preparing for today, that could go against --
22 well, the Court's just going to leave it at what it is.

23 Although, it's titled a countermotion, it wouldn't
24 have been a countermotion because -- I'll phrase it this way.
25 The Court's going to phrase it -- even to the extent that

1 somehow even though it's titled a countermotion for summary
2 judgment, it's an improper countermotion, independent of all
3 the other reasons, because a countermotion has to relate to
4 the same party and the same claims.

5 Since it doesn't go against Nationstar, because
6 Nationstar has no claims with regards to the Tobin as Trustee
7 for the Gordon B. Hansen Trust dated 8/22/2008, she can't file
8 a summary judgment against a different party in a different
9 role in a consolidated case and raise new issues.

10 So it would not be an appropriate countermotion in
11 and of itself would be -- to be a separate independent basis,
12 even if you could view it that way, to the extent that you
13 could even independently view the underlying motion, which the
14 Court can't take into consideration anyway, because it's a
15 rogue document that now has been stricken, it still would be
16 inappropriate, because even if it appears, even at best,
17 possibly, or maybe as a Motion for Reconsideration from a
18 ruling of a year or, I'm not really clear what it is. But
19 whatever it is, the Court can't consider it, it's not what it
20 is. So that would be stricken.

21 Now, then it was filed again on 4/12. On 4/12,
22 there was also three documents filed. Those same three
23 documents that were filed on 4/9 were refiled on 4/12: the
24 Notice of Appearance, the Notice of Completion of Mediation,
25 and the same Opposition and Countermotion.

1 For the same reasons that the Court just stated,
2 that the 4/9 documents that were rogue documents, and for the
3 same analysis on the Opposition and Countermotion, which truly
4 isn't an Opposition and Countermotion, those three documents
5 on 4/12 will be stricken.

6 Also, for the additional reason that they're
7 duplicative of the 4/9. But for all the underlying reasons,
8 for the 4/9, plus the additional ones, that those be stricken.

9 So then there is the Notice of Settlement, but then
10 there's a Stipulation and Order to extend a briefing schedule
11 that was filed after a Notice of Settlement. So now the Court
12 has to address those between the parties that are before me.

13 So Notice of Settlement; does that mean that you do
14 or do not wish, in light of what the Court's ruling is today,
15 clearing up the record with regards to the rogue documents, I
16 still have a Notice of Settlement. I have a Stipulation and
17 Order to extend a briefing schedule. I have a Reply to a
18 Motion for Summary Judgment and Countermotion for Summary
19 Judgment.

20 Oh excuse me, I'm sorry, I just -- strike one more
21 document. Sorry. On 4/17, Ms. Tobin also filed a document
22 called a Reply, 4/17, 8:37, saying Tobin's Reply in Support of
23 Joinder to Nationstar Mortgage's Motion for Summary Judgment,
24 and Reply in Support of Tobin's Motion for Summary Judgment,
25 rogue document, and for all the reasons that the Court said

1 with regards to the 4/9 documents, the 4/12 documents, other
2 than it's not duplicative because -- so that 4/17 Reply also
3 would be stricken on 4/17 as well.

4 So, sorry, and counsel for Nationstar, I knew you
5 didn't call it a Opposition, you called it a Response. I knew
6 you --

7 MS. MORGAN: Oh.

8 THE COURT: -- called it something more
9 appropriately to what it was.

10 Okay. The Court's not finding it appropriate to
11 strike the 4/19 Response by Nationstar because that was just a
12 clarification to enlighten the Court with regards to the
13 improper filing of documents. The Court did not view that as
14 viewing on the merits the underlying pleadings filed by Ms.
15 Tobin, so the Court was not inclined to strike the 4/19,
16 because it just clarified those underlying documents.

17 Unless Nationstar was requesting the Court do
18 something. Is Nationstar requesting the Court do anything?

19 MS. MORGAN: No, Your Honor.

20 THE COURT: Okay. So now I have a Stipulation to
21 Extend Briefing Schedules and a Notice of Settlement, and I
22 still have a pending Motion for Summary Judgment on May 7th.

23 Counsel, what would you like to do about those
24 underlying documents?

25 MR. HONG: Well, we could withdraw and vacate the

1 Stipulation to Extend the Briefing Schedule because, Your
2 Honor, that was actually prepared and submitted prior to the
3 Notice of Settlement.

4 THE COURT: Not submitted, but yeah. Yeah.

5 MR. HONG: Was submitted. I mean, so yeah. And by
6 the time it got filed we had already settled.

7 MS. MORGAN: Um-hum.

8 MR. HONG: So it's moot now. That document is moot.

9 THE COURT: Okay. So the Court can disregard that
10 Stipulation and Order on the briefing --

11 MR. HONG: Yes.

12 THE COURT: -- schedule.

13 MR. HONG: Yes.

14 THE COURT: So now I still have a pending Motion for
15 Summary Judgment on 5/7 at 9:30.

16 MS. MORGAN: Correct.

17 THE COURT: Is that --

18 MR. HONG: Let's vacate it.

19 THE COURT: -- going to be heard or not heard?

20 MS. MORGAN: That is not going to be heard. The
21 only claims involved --

22 THE COURT: Are you --

23 MS. MORGAN: -- with respect to that motion have
24 been resolved.

25 THE COURT: Okay. So are you --

1 MR. HONG: Right.

2 THE COURT: -- doing it in open court under EDCR
3 7.50, or are you filing a Notice of Withdrawal just so that in
4 case anybody else thought that maybe they were showing up on
5 that particular day --

6 MS. MORGAN: I'll file a Notice --

7 THE COURT: -- what are you planning to do?

8 MS. MORGAN: -- a Notice of Withdrawal so that
9 everybody has something in writing.

10 THE COURT: Okay. But for today's purposes, would
11 you like us to vacate it on the system today and then you'll
12 just file a Notice of Withdrawal --

13 MS. MORGAN: Yes, please.

14 THE COURT: -- or would you like us to leave it on?

15 MS. MORGAN: Yes. We can -- we can vacate it if
16 it's okay with you.

17 THE COURT: Okay. At the request of the movant, and
18 since the only party which could have filed any pleadings,
19 you're agreeable to --

20 MR. HONG: Oh, yes. Yes, Your Honor.

21 THE COURT: Okay. Then the 5/7/2019 Motion for
22 Summary Judgment hearing gets vacated and that gets taken care
23 of.

24 Now, I have to leave on the Calendar Call and the
25 Bench Trial because currently, in the light of everything that

1 everyone's told me -- and here's -- we currently have Nina
2 Tobin as Trustee for the Gordon B. Hansen Trust versus
3 JimiJack is the only remaining parties in these combined
4 cases, 720032, combined with 730078; is that correct?

5 MS. MORGAN: I think --

6 THE COURT: Is there somebody else?

7 MS. MORGAN: -- Tobin as Trustee also has pending
8 claims against Yuen K. Lee and --

9 MR. HONG: And -- and F. Bondurant.

10 MS. MORGAN: -- F. Bondurant, LLC.

11 MR. HONG: Right.

12 THE COURT: I do appreciate with that -- thank you
13 so very much. The Court will make a clarification. So the
14 only thing remaining in this case then would be Counter
15 Claimant Nona Tobin as Trustee of the Gordon B. Hansen Trust
16 dated 8/22/08, Counter Claimant, versus JimiJack Irrevocable
17 Trust, Yuen Lee and F. Bondurant; okay, and --

18 MR. HONG: I represent --

19 THE COURT: -- counsel for -- pardon?

20 MR. HONG: And I represent all three, obviously,
21 yeah.

22 THE COURT: And Mr. Hong represents all three of
23 those defendants.

24 MR. HONG: Right.

25 THE COURT: And counsel, for -- when you file your

1 next pleading, please do make sure that you're ensuring your
2 caption only shows in the Trustee, which is the correct
3 capacity.

4 MS. MORGAN: Okay. So take out "an individual"?

5 THE COURT: We understand that there is no
6 individual.

7 MR. HONG: Right.

8 THE COURT: There's only in the Trustee capacities.

9 MS. MORGAN: Okay.

10 THE COURT: Is that correct?

11 MR. HONG: That's correct.

12 MS. MORGAN: Yes.

13 THE COURT: So we just need to make sure our
14 captions are correct.

15 MS. MORGAN: Okay.

16 THE COURT: Right?

17 MR. HONG: Yes.

18 THE COURT: So, we just need -- because I had a
19 couple of different -- so -- and we understand that that was
20 just a typographical error, is that correct, counsel for
21 Nationstar?

22 MR. HONG: No, no --

23 MS. MORGAN: I don't really know. I --

24 MR. HONG: -- I think what happened is when Ms.
25 Tobin came into this case, before she got counsel, an

1 individual meant an individual as Trustee, not "individually".
2 Does that make sense, Your Honor?

3 She's never been in this case individually. She
4 can't be. She has no standing. And the Court ruled on that
5 at previous hearings early on.

6 THE COURT: Okay.

7 MR. HONG: And that's -- that's -- yeah.

8 MS. MORGAN: But this is how -- the way it's
9 reflected in the caption is how it's reflected in her cross
10 claim. That's how they worded it.

11 MR. HONG: Yeah.

12 THE COURT: I'm not sure if you're reaching out to
13 counsel for the Trustee, but there's a stipulation heading
14 this Court's way to ensure that we have --

15 MS. MORGAN: We can clarify that.

16 THE COURT: -- a clarification.

17 MS. MORGAN: I think?

18 MR. HONG: Yeah, we can --

19 THE COURT: Okay. But we just need to make sure we
20 have it clear before trial, right? Or anything else. Anyway,
21 but --

22 MR. HONG: Right.

23 THE COURT: -- but the Court's understanding, since
24 there is only the Trustee, Mr. Mushkin represents the only
25 party in that as the cross claimant, and that's the only

1 place, in the cross claimant.

2 Okay.

3 MR. HONG: Right.

4 THE COURT: So that is taken care of. So now the
5 only thing that -- the last thing I need to do is give a
6 Status Check on Settlement Documents with regards to the two
7 counsel and the parties they represent, they're standing here
8 in court today.

9 MR. HONG: Right.

10 THE COURT: Since I currently have a Calendar Call
11 date of 5/21, do you want me to make that your Status Check on
12 settlement documents since --

13 MS. MORGAN: Sure.

14 MR. HONG: Sure.

15 THE COURT: -- one of the two of you --

16 MR. HONG: Sure.

17 THE COURT: -- have to be here anyway?

18 MR. HONG: Sure.

19 THE COURT: That makes sense?

20 MR. HONG: That would be fine, Your Honor.

21 MS. MORGAN: Yes.

22 THE COURT: Okay. Well, I'll just make your Status
23 Check on settlement documents that same, 5/21. Oftentimes, I
24 do it on chambers, but I think this one, you're going to want
25 it all cleaned up anyway, so --

1 MR. HONG: Sure.

2 THE COURT: -- let's keep you at 5/21, the same day
3 as your Calendar Call, it's going to be a Status Check on
4 Settlement Documents with regards to the settled parties.
5 Okay?

6 MR. HONG: One more last matter, Your Honor. I
7 believe on Thursday --

8 MS. MORGAN: A Pretrial Conference.

9 MR. HONG: -- there's a Pretrial.

10 THE COURT: I need to keep that Pretrial Conference
11 on, you can appreciate, because I have parties remaining in
12 this case.

13 MR. HONG: Right. Can I -- and I've never asked
14 Your Honor this before -- but can I appear via court call for
15 that Pretrial?

16 THE COURT: I cannot, as you can particularly
17 appreciate, from A, we always have to have counsel present,
18 because we have to get things set on the trial stack. And
19 whoever's cell phone is vibrating --

20 MR. HONG: I'm sorry, that's -- that's --

21 THE COURT: Oh, that's yours?

22 MR. HONG: -- yeah, that's --

23 THE COURT: Oh, okay.

24 MR. HONG: -- that's mine.

25 THE COURT: The reason why we do it, is if we do it

1 for one, we have to do it for all, and you can --

2 MR. HONG: Right.

3 THE COURT: -- appreciate why we can't do it. Do
4 you have a co-counsel? You're normally --

5 MR. HONG: I don't have a co-counsel, but can I have
6 a colleague appear on my behalf? I'm not going to be in the
7 country. That's the problem.

8 THE COURT: You're not in the country.

9 MR. HONG: Yeah.

10 THE COURT: I've got to -- see, the challenge we
11 have here, you're going to have to put that -- well --

12 MR. HONG: I mean, I'll have a colleague here, Your
13 Honor.

14 THE COURT: I'm sure that colleague is going to be
15 your co-counsel for purposes of trial, if this case goes to
16 trial, right? You're telling me it's your co-trial counsel?

17 MR. HONG: Sure, sure.

18 THE COURT: And your -- your --

19 MR. HONG: Yes.

20 THE COURT: -- co-trial counsel is here?

21 MR. HONG: Yes.

22 THE COURT: Co-trial counsel is here, fully informed
23 on what dates this case can go to trial?

24 MR. HONG: Sure.

25 THE COURT: That's the requirement. Trial counsel

1 needs to be here. Okay?

2 MS. MORGAN: All right.

3 MR. HONG: Can I also --

4 THE COURT: And that would include co-trial counsel.
5 Now, if a second counsel wishes to appear telephonically --

6 MR. HONG: Right.

7 THE COURT: -- as long as co-trial counsel is here
8 in person --

9 MR. HONG: Okay, perfect.

10 THE COURT: -- then that's --

11 MR. HONG: Okay.

12 THE COURT: -- what it is.

13 MR. HONG: Okay.

14 MS. MORGAN: I was just wondering if Nationstar can
15 be excused from attending the Pretrial Conference on the basis
16 that we've settled the claims, or if we still need to appear?

17 THE COURT: Yeah.

18 MR. HONG: Yeah, that -- sure.

19 THE COURT: You don't -- well, just a sec. I'm walk
20 -- let me --

21 MS. MORGAN: Oh, sorry.

22 THE COURT: -- you don't owe me any orders, you
23 don't -- right? The only thing --

24 MS. MORGAN: I -- I owe the Court a notice
25 withdrawing our Motion for Summary Judgment.

1 THE COURT: So if you have that done on NEO then --
2 actually you don't even need an NEO on that because that's
3 just a Notice of Withdrawal. If you don't have a pending
4 motion before this Court because you've done a Notice of
5 Withdrawal, and I think I took care of it today, there's
6 nothing that you're in this case for any matter, are you?

7 MS. MORGAN: Just to get the Stip and Order for
8 Dismissal filed.

9 THE COURT: But that's just a Notice of Settlement.

10 MS. MORGAN: Right.

11 THE COURT: You wouldn't have to show up for a PTC
12 on that in any event.

13 MS. MORGAN: No.

14 THE COURT: No. I don't see any reason -- you're
15 more than welcome, but I don't see any reason why, from a
16 standpoint whether or not you want to file that Notice of
17 Withdrawal beforehand so that you're --

18 MS. MORGAN: Okay.

19 THE COURT: -- might make it clean. But I don't --
20 based on what you've represented to this Court, you're not in
21 any part of this case anymore.

22 MS. MORGAN: Correct.

23 THE COURT: And just having a Status Check on
24 Settlement Documents does not require a person to show up to a
25 Pretrial Conference, because you have all orders in showing

1 that you're not in this case; right?

2 MS. MORGAN: Right.

3 THE COURT: Is that -- yeah, sure. Yeah.

4 MR. HONG: Yeah.

5 MS. MORGAN: Okay.

6 THE COURT: Okay. Thank you so much.

7 MR. HONG: Yeah.

8 MS. MORGAN: Thank you.

9 MR. HONG: Okay. So, Your Honor, my co-counsel --

10 THE COURT: Your co-trial counsel --

11 MR. HONG: -- will appear.

12 THE COURT: -- will be here, and if you're
13 requesting court call, you need to get that in today --

14 MR. HONG: Today.

15 THE COURT: -- so that it can get set up; right?

16 MR. HONG: Right.

17 THE COURT: I appreciate it.

18 MR. HONG: Thank you.

19 THE COURT: Thank you so very much.

20 MS. MORGAN: Thank you.

21 (Hearing concluded at 10:55 A.M.)

22 * * * * *

23

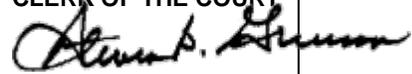
24

25

ATTEST: I hereby certify that I have truly and correctly transcribed the audio/visual proceedings in the above-entitled case to the best of my ability.

Julie Lord

VERBATIM DIGITAL REPORTING, LLC



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

CASE NO: A-19-799890-D
Department 22

**DISTRICT COURT
CLARK COUNTY, NEVADA**

7 NONA TOBIN, an Individual,
8
9 Plaintiff

vs.

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

Defendants

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

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

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

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I. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

1 **II. JURISDICTION, VENUE**

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

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

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

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

11
12 14. All Plaintiff’s claims, including quiet title, were submitted to mediation, but the HOA
13 did not participate in good faith. Tobin’s Notice of Completion of Mediation filed into
14 consolidated case A-15-720032-C is included in Exhibit 1.¹

15 **III. PARTIES**

16 15. Plaintiff NONA TOBIN, an Individual, (Herein “Plaintiff” or “Tobin”) is the sole
17 successor trustee, beneficiary and surviving member of the Gordon B. Hansen Trust, dated
18 8/22/08, (Herein “GBH Trust”)² that held recorded title to the subject property from 8/27/08³ until
19 a foreclosure deed was recorded on August 22, 2014 transferred title to the alleged purchaser at
20 the disputed HOA sale. Tobin claims an individual interest in this property as all the GBH Trust’s
21 claims to title were transferred to Tobin as an individual via a quit claim deed, recorded on
22

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

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

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

1 3/28/17⁴ as which time, the GBH Trust was closed as it was insolvent when its sole asset was
2 transferred out of the trust.

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

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

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

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

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

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

22
23 _____
24 ⁴ Exhibit 4 is Tobin’s [deed, recorded on 3/28/17](#)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23
24

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

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

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

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

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

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

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

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

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

23
24

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

1 40. Entries, made or missing, in the OMB- NOS compliance records provide admissible⁸
2 evidence of statutory compliance, or the lack of it, in an HOA sale.

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

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

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

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

16 44. Plaintiff now knows, from SCA's disclosure of RRFS's duplicitous foreclosure file that
17 RRFS rejected NSM's super-priority tender of one year of assessments (\$1100) without telling
18 Plaintiff or mischaracterizing it to the SCA Board as an owner request.
19

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21
22
23
24

⁸ The OMB-NOS compliance records in Exhibit 8 have been authenticated pursuant to Rule 44 Means for Proving
an Official Record.

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

4 46. No second NOS was published that this property was going to be sold on August 15, 2014,
5 or on any date, after the March 7, 2014 sale date announced by the February 12, 2014 NOS was
6 cancelled. See Exhibit⁹.

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

11 48. RRFS did not distribute the proceeds of the sale pursuant to NRS 116.31164(3)(c) and
12 attempted to create the false impression that it had by deceptive disclosures in SCA00224¹⁰.

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

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

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

19 51. Recited that the default was as described in the 3/12/13 NODES that did not exist as RRFS
20 had recorded on 4/3/13 that the 3/12/13 NODES was rescinded.
21
22

23
24 ⁹ See Exhibit [No 2nd NOS for 2763, but 2nd NOS for two others.](#)

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

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

4 53. Recited that no payments had been made after July 1, 2012 without acknowledging that
5 RRFS rejected unilaterally, without legal authority, a 5/9/13 tender of \$825 explicitly intended to
6 pay the super-priority amount¹¹, that actually would have cured the delinquency of the nine
7 months then due and owing and would have paid assessments owed through **June 30, 2013**.

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

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

16
17 56. Recited that no payments had been made after July 1, 2012 when RRFS gave no notice of
18 the rejected 5/9/13 tender to the SCA Board, to the owner, to listing agent and SCA owner, Doug
19 Proudfit or to Ticor Title (that held the escrow for a \$395,000 purchase offer Tobin accepted on
20
21

22 ¹¹ NSM's 2/12/19 joinder relies on this 5/9/13 tender to make the preposterous claims that this tender by BANA's
23 agent meant that the sale was invalid to extinguish the DOT, but was valid to extinguish the owner's rights, and
24 further, that NSM was the beneficiary without having any admissible evidence to prove it and plenty in the record to
show NSM owned nothing that would give it standing to foreclose.

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

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

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

8 58. Recited that all the applicable laws had been followed when RRFS was required to credit
9 both the 5/9/13 tender of \$825 for assessments to the owner's account both by NRS 116A.640(8)
10 and by the Western Thrift Deed of Trust (Herein "DOT") PUD rider¹⁴ section H. Remedies
11 providing that lender assessments payments will be added to the balance due on the DOT.

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

13
14 **59.** Recited that all the applicable laws had been followed when, in addition to the violations
15 of the aforementioned foreclosure statutes, multiple other applicable statutes were also violated,
16 to wit: NRS 116.3102(3)(4); NRS 116.3103, NRS 116.31031, NRS 116.310313; NRS 116.31083;
17 NRS 116.3108 (4); NRS 116.31065; NRS 116.31085; NRS 116.31175; (2013) NRS 116.3116;
18 (2013) NRS 116.31162 (4); (2013) NRS 116.311635; (2013) NRS 116.31164(3)(b); (2013) NRS
19 116.31164(3)(c)(5); NRS 116A.640 (8),(9).

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

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

24 ¹⁴ Exhibit 17 is NSM 0160, DOT PUD rider F. Remedies.

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

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

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

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

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

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

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

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

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

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

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

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

12 68. Jimijack was the titleholder of record based solely on a defective deed, recorded on June
13 9, 2015¹⁵, that was central to Tobin's claim of superiority of title as it was fraught with notarial
14 violations and was inadmissible per NRS 111.345 to be used as evidence to support Jimijack's
15 ownership claims that is contradicted by the HOA's records.

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

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

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

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

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

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

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

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

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

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

17 78. Disclaimers of interest were recorded on 3/31/17.¹⁷

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

19 79. NSM's claims were not originally adverse to Tobin's as they both sought to void the sale
20 oppressive and unfair sale that extinguished both NSM's and Plaintiff's claimed interests.
21
22

23 ¹⁶ Exhibit 16 [HOA ownership record](#) shows Jimijack Irrevocable Trust paid a new owner fee on 9/25/14.

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

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

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

5 82. NSM's first claim to own the DOT, recorded on 12/1/14¹⁸ was a false affidavit claiming
6 to have Bank of America's (Herein "BANA") BANA's undisclosed power of attorney to execute
7 an assignment of BANA's interest to NSM, effective 10/23/14.

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

10 84. NSM recorded this rescission on 3/8/19¹⁹ after Tobin's demands in discovery in A720032
11 brought to NSM's attention that the 12/1/14 claim was worthless.
12

13 85. BANA had no interest to assign after BANA recorded on 9/9/14²⁰ that BANA's recorded
14 interest, if any, was assigned to Wells Fargo, effective 8/21/14.
15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 93. On 5/21/19, Joel Stokes ignored Plaintiff's recorded Lis Pendens²³ encumbered the
7 property with a new \$335,000 deed of trust,²⁴ originated by Defendant Civic Financial Services,
8 a California LLC, when neither the mortgagor nor the mortgagee was a party at the June 5-6, 2019
9 A720032 trial that allegedly was to adjudicate the quiet title claim of the GBH Trust vs. Jimijack.
10

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

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

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

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

23 _____
²³ Exhibit 7 is [Plaintiff's recorded 4/30/19 Notice of Lis Pendens](#)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 106. SCA bylaws prohibit the SCA Board from delegating certain functions, including the
10 signatory control over bank accounts holding assessments collected for the benefit of the
11 association.
12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 **Nona Tobin would agree to:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 Dated this 7th day of August, 2019,

17 

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

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CERTIFICATE OF SERVICE

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



Nona Tobin