

1 **AACC/CRCM**
NONA TOBIN, AN INDIVIDUAL
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3 Office: (702) 465-2199
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4 *In propria persona*

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

8 RED ROCK FINANCIAL SERVICES,

Case No.: A-21-828840-C

9 Plaintiff,

Department: XXXI

10 vs.

JURY TRIAL DEMANDED

11 NONA TOBIN, an Individual, and as
Trustee of the GORDON B. HANSEN
12 TRUST, dated 8/22/08; REPUBLIC
SERVICES, INC. a Nevada
13 Corporation; WELLS FARGO, N.A.; a
national banking association;
14 NATIONSTAR MORTGAGE, LLC, a
Delaware company; and DOES 1-100;

NONA TOBIN'S ANSWER, AFFIRMATIVE
DE ANSWER AND COUNTER-CLAIM VS.
RED ROCK FINANCIAL SERVICES,
CROSS-CLAIMS VS. NATIONSTAR
MORTGAGE LLC AND WELLS FARGO,
N.A., AND MOTION FOR SANCTIONS VS.
RED ROCK FINANCIAL SERVICES AND
NATIONSTAR MORTGAGE LLC, AND/OR
NATIONSTAR MORTGAGE DBA MR.
COOPER PURSUANT TO NRCP
11(b)(1)(2)(3) and/or(4), NRS 18.010(2), NRS
207.407(1), NRS 42.005,

15 Defendants.

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19 Comes now, Defendant NONA TOBIN, an individual, in proper person, hereby files her
20 ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM, CROSS-CLAIMS VS.
21 NATIONSTAR MORTGAGE LLC AND WELLS FARGO, N.A., AND MOTION FOR
22 SANCTIONS VS. RED ROCK FINANCIAL SERVICES AND NATIONSTAR MORTGAGE
23 LLC, AND/OR NATIONSTAR MORTGAGE DBA MR. COOPER PURSUANT TO NRCP
24 11(b)(1)(2)(3) and/or(4), NRS 18.010(2), NRS 207.407(1), NRS 42.005,

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1 ANSWER

2 NONA TOBIN, by and through her attorney of record, John W. Thomson, Esq. of
3 Thomson Law PC, answers, admits, and denies the allegations contained in Plaintiff RED ROCK
4 FINANCIAL SERVICES's Complaint as follows:

5 1. Answering the allegations contained in paragraph 2. See **Exhibit 17**.

6 2. Answering the allegations contained in paragraphs 3 of the Complaint, Nona Tobin,
7 admits that Wells Fargo is a national banking association doing business in Clark County, but
8 denies that Plaintiff acted in good faith when it named Wells Fargo as a defendant.

9 3. Nona Tobin denies the allegation that Wells Fargo was properly named as a defendant
10 by allowing the documents to speak for themselves. See **Exhibit 1** and **Exhibit 18**.

11 4. Answering the allegations contained in paragraphs 4 of the Complaint, Nona Tobin,
12 admits that Defendant Republic Services, Inc. is a Nevada corporation doing business in Clark
13 County, but denies that Plaintiff acted in good faith when it named Republic Services, Inc as a
14 defendant, and denies the allegations by allowing the documents to speak for themselves. See
15 **Exhibit 1** and **Exhibit 16**.

16 5. Answering the allegations contained in paragraphs 5 of the Complaint, Nona Tobin
17 admits Nationstar Mortgage LLC was incorporated in Delaware and during all relevant times
18 was doing business in Clark County, NV under NV Business ID: NV20101844335, but denies
19 that Plaintiff acted in good faith when it named Nationstar Mortgage LLC as a defendant.

20 6. Nona Tobin denies RRFS's allegation that Nationstar LLC has any standing to assert a
21 claim in this interpleader action for any portion of the proceeds by allowing the documents to
22 speak for themselves. See **Exhibit 1** and **Exhibit 20**.

1 7. Answering the allegations contained in paragraph 10, quoted here below, Nona Tobin
2 denies the allegations contained therein as they grossly misrepresent the facts and the duties
3 owed. See **Exhibits 8, 10, 12, 13, 14, 15, 16, 17.**

4
5 In connection with the foreclosure sale, the Association was paid the money
6 it was owed, and RRFS was paid its fees and costs incurred in collecting the debt as
7 allowed by contract and Nevada law.

8 After paying these costs, RRFS was left with funds of \$57,282.32. RRFS has no
9 further direct interest in such funds.

10 These funds have been deposited into counsel's attorney-client trust account and
11 \$3,500 has been withheld as costs, expenses, and fees to commence this action.

12 The remainder of such funds will be deposited with the Court until such time and
13 place as directed by this Court.

14 **I. NONA TOBIN ASSERTS THE FOLLOWING AFFIRMATIVE DEFENSES**

15 **First AFFIRMATIVE DEFENSE: (Failure to State a Claim)**

16 8. Plaintiff RRFS's Complaint fails to state a claim against Nona Tobin upon which relief
17 can be granted. Plaintiff's Complaint fails to say what possible relief Nona Tobin could provide
18 RRFS for its failure to distribute the proceeds of the 8/15/14 sale in the manner proscribed by
19 statute.

20 **Second AFFIRMATIVE DEFENSE: (Estoppel)**

21 9. Each and every one of Plaintiff's alleged rights, claims, and obligations which it seeks to
22 enforce against Defendant is, by Plaintiff's conduct, agreement, or other-wise, barred by the
23 doctrine of estoppel.
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Third AFFIRMATIVE DEFENSE: (Fraud)

10. Plaintiff RRFS's claims, and Nationstar's claims, and each of them, are barred due to fraud.

Fourth AFFIRMATIVE DEFENSE: (Illegality)

11. Plaintiff's claim is barred as a result of its prior wrongful conduct. The HOA sale at issue is void, as it involved agreements to commit illegal acts.

Fifth AFFIRMATIVE DEFENSE: (Waiver)

12. Each and all of Plaintiff's rights, claims, and obligations as set forth in the Plaintiff's Complaint, has, or have, by conduct, agreement or otherwise been waived.

Sixth AFFIRMATIVE DEFENSE: (Failure to join the HOA as an alleged necessary party per to NRCP (b)(6))

13. Plaintiff alleged in its 6/23/20 motion to dismiss into A-19-799890-C that Nona Tobin's failure to join the HOA as a necessary party under NRCP 19 to protect its interest in the proceeds was grounds pursuant to NRCP 12(b)(6) to dismiss her unjust enrichment claim against RRFS for failure to distribute the proceeds from the 8/15/14 sale.

14. In its 2/15/21 complaint for interpleader, RRFS falsely stated on page 3
10. In connection with the foreclosure sale, the Association was paid the money it was owed, and RRFS was paid its fees and costs incurred in collecting the debt as allowed by contract and Nevada law.

1 Seventh AFFIRMATIVE DEFENSE:(General and Equitable Defenses Applicable to All
2 Claims)
3

4 15. Plaintiff has suffered no damages and, therefore, is not entitled to relief.

5 16. Plaintiff has suffered no harm as a result of Defendant NONA TOBIN's conduct.

6 17. Any damages suffered by Plaintiff were not the direct or proximate result of Defendant
7 NONA TOBIN's actions. If Plaintiff sustained any injuries, economic or otherwise, its injuries
8 were proximately caused by Plaintiff's failure to mitigate damages and/or to take corrective
9 action. Accordingly, any and all recovery is barred or should be limited to the extent or degree
10 of Plaintiff's failure to mitigate damages.

11 18. Plaintiff RRFS's claims are barred by the doctrine of unclean hands and Plaintiff RRFS's
12 failure to do equity.

13 19. Plaintiff RRFS's claims, if valid, are offset by the claims which Defendant has against
14 Plaintiff. Defendant is not jointly or severally liable for any of the damages alleged in the claims.

15 20. At all times, Defendant NONA TOBIN acted in a legally permissible way.
16

17 Eighth AFFIRMATIVE DEFENSE:(Priority)

18 21. RRFS knows there are no recorded liens with priority over Nona Tobin's claim as the
19 individual, an individual with a deed recorded on 3/28/17 the sole beneficiary and successor in
20 interest to the Gordon B. Hansen Trust, dated 8/22/08.

21 Ninth AFFIRMATIVE DEFENSE: (False claims to title)
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1 22. RRFS recorded defective and unauthorized claims against title on 12/14/12, 3/12/13,
2 4/3/13, 4/8/13, and caused a foreclosure deed to be recorded that contained false recitals so
3 Defendant's right of redemption was not lost.

4 23. RRFS knows that Nationstar has recorded multiple unauthorized, false, and conflicting
5 claims regarding the Hansen deed of trust and is judicially estopped from claiming a portion of
6 the proceeds.

7 24. Exhibit 1 is the Clark County 2003-2021 property record for the subject property, APN
8 191-13-811-052, with false claims identified.

9
10 Tenth AFFIRMATIVE DEFENSE: (Violation of Covenant of Good Faith - NRS

11 116.1113)

12
13 25. Plaintiff did not conduct a fair, valid sale; did not participate in mediation in good faith;
14 falsified records to create the deception that mandatory notices had been sent, misappropriated
15 the HOA's money; filed the NRCP 22 interpleader complaint and the 6/23/20 motion to dismiss
16 into A-19-799890-C in bad faith for the improper purpose of preventing judicial scrutiny of the
17 evidence. See **Exhibits 2, 3, 4, 5, 6, 8, 9, 10, 12, 13, 14, 15, 16, 17.**

18 Eleventh AFFIRMATIVE DEFENSE: (Equitable Doctrines)

19 26. Plaintiffs' claims are barred by the equitable doctrines of laches, unclean hands, and
20 failure to do equity by obstructing judicial scrutiny of the evidence to evade detection of the
21 criminal conspiracy, racketeering, bid suppression, and other fraudulent conduct of the co-
22 conspirators; provided falsified evidence in response to subpoena; withheld and misrepresented
23 materials facts; conspired with others to commit a fraud on the court.

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Twelfth AFFIRMATIVE DEFENSE: (Acceptance)

27. Any acceptance of any portion of the excess proceeds does not "satisfy" the amount due and owing to Defendant NONA TOBIN as the result of the unfair and fraudulent foreclosure sale conducted by RRFS, and acceptance would not constitute a waiver of her rights under Nevada law or Sun City Anthem's governing documents.

thirteenth AFFIRMATIVE DEFENSE: Waiver and Estoppel

28. By reason of Plaintiff RRFS's acts and omissions, Plaintiff RRFS has waived its rights and is estopped from asserting any claims against NONA TOBIN, either as an individual or as the trustee of the Hansen Trust.

29. By reason of Plaintiff RRFS's acts and omissions, and conspiracy with Nationstar, RRFS is judicially estopped from claiming that Nationstar has any rights to the proceeds, as it was never was the Hansen promissory noteholder or the beneficiary or the trustee with power of sale

30. By virtue of its false evidence entered into the court record in response to subpoena, Plaintiff RRFS has waived its rights and is estopped from asserting that the HOA sale was valid to extinguish NONA TOBIN's rights, privileges and title.

Fourteenth AFFIRMATIVE DEFENSE: Fraudulent Misrepresentation and Fraudulent

Concealment

31. Plaintiff RRFS concealed that it had covertly, unilaterally rejected two super-priority tenders, either one of which RRFS knows, voided the sale in its entirety.

32. RRFS 047, 8/28/14 memo to Steven Scow, and RRFS 048, 8/21/14 \$57,282.32 check made out to Clark County District Court, were not interpleaded in 2014, were retained in the

1 wrong trust fund, violated RRFS's fiduciary duty as Sun City Anthem's agent, and were
2 deceptive disclosures, following the same corrupt modus operandi as Koch & Scow have
3 employed with multiple other undistributed proceeds.

4 **Fifteenth AFFIRMATIVE DEFENSE: (Failure to Mitigate Damages)**

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6
7 33. Plaintiffs' claims are barred in whole or in part because of the Plaintiffs' failure to take
8 reasonable steps to mitigate damages.

9 **sixteenth AFFIRMATIVE DEFENSE: Unconstitutional**

10 34. The HOA sale is void as noncompliant with the Property Clause of the United States
11 Constitution.

12 35. Defendant NONA TOBIN cannot be deprived of her property interest in violation of the
13 Procedural Due Process Clauses of the 5th and 14th Amendments of the United States
14 Constitution and Article 1, Sec. 8, of the Nevada Constitution.

15
16 **Seventeenth AFFIRMATIVE DEFENSE: (Statutory Violations)**

17
18 36. The HOA sale is void or otherwise does not operate to extinguish the title rights of Nona
19 Tobin, an individual, as the successor in interest to the Hansen Trust or of the Gordon B. Hansen
20 Trust, dated 8/2/08, property owner at the time of the defective HOA sale as the due process and
21 notices required pursuant to NRS 116.31031 and/or NRS 116.31162 – NRS 116.31164 were
22 provided to Nona Tobin prior to or subsequent to the sale and non-compliance with applicable
23 Nevada statutes, inter alia, NRS 116.3102, NRS 116.31083, NRS 116.31085, NRS 38.310, NRS

1 116.31162 -NRS 116.31168 (2013), NRS 116.1112, NRS 116.31031, NRS 116.31087, NRS
2 116.31175, NRS 116.31185, NRS 116.31187, NRS 116.4117

3 **Eighteenth AFFIRMATIVE DEFENSE: (Rejections of two super-priority payments)**
4

5 37. RRFS and Nationstar concealed that RRFS covertly rejected Nationstar negotiator
6 Veronica Duran's 5/28/14 offer to pay the HOA \$1100 three months over the super-priority
7 portion of the HOA lien to close the 5/8/14 www.auction.com \$367,500 sale to MZK Properties
8 to the HOA and/or its agents and therefore discharged the super priority portion of the HOA's
9 lien, so that title by foreclosure passed to the buyer subject to the deed of trust.

10 **Nineteenth AFFIRMATIVE DEFENSE:(Violations of HOA CC&Rs Owner Protections)**
11

12 38. The HOA sale is void as noncompliant with the CC&Rs 7.4 Clause that defines the due
13 process required before a sanction can be imposed against a homeowner for an alleged violation
14 of the governing documents.

15 39. Litigation was only required because SCA's manager, RRFS, and the HOA's insurance
16 carrier's attorneys obstructed Nona Tobin's access to the HOA CC&Rs XVI Limitations on
17 Litigation provision. See "[Why Alternate Dispute Resolution?](#)"

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19 **Additional AFFIRMATIVE DEFENSES:**
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1 Prayer

2 40. COUNTER-CLAIMANT AND CROSS CLAIMANT NONA TOBIN repeats, realleges,
3 and incorporates herein by this reference the allegations hereinabove inclusively as though set
4 forth at length and in full herein.

5 41. This counterclaim has been necessitated by the COUNTER-DEFENDANT RRFS's
6 AND CROSS-DEFENDANT NATIONSTAR's bad faith conduct.

7 42. Pursuant to Nevada law, COUNTER-CLAIMANT AND CROSS CLAIMANT NONA
8 TOBIN's may recover her attorney fees as special damages because she was required to file this
9 suit as a result of COUNTER-DEFENDANT RRFS AND CROSS-DEFENDANT
10 NATIONSTAR' intentional conduct.¹

11
12 COUNTER-CLAIMANT AND CROSS CLAIMANT NONA TOBIN petitions the
13 Court to declare:

14 43. that the disputed HOA sale is void due to fraud in the execution by Red Rock Financial
15 Services;

16 44. that the disputed HOA sale did not extinguish the GBH Trust's, nor its successor in
17 interest's rights to title;

18 45. that Nona Tobin is entitled to the \$57,282 undistributed proceeds of the sale with six+
19 plus years interest and exemplary penalties pursuant to NRS 42.005.

20 46. that sanctions are appropriate vs. RRFS for its fraudulent conduct of HOA foreclosures
21 sales;

22
23 ¹ Sandy Valley Assocs. v. Sky Ranch Estates Owners Ass'n, 117 Nev. 948, 958, 35 P.3d 964, 970 (2001), citing
24 American Fed. Musicians v. Reno's Riverside, 86 Nev. 695, 475 P.2d 220 (1970).

1 47. that sanctions are appropriate vs. RRFS for its falsification of records to evade detection
2 of misappropriation of funds;

3 48. that sanctions are appropriate vs. RRFS for its retention of proprietary control of the
4 proceeds of the foreclosure of the subject property, and of approximately a dozen other Sun City
5 Anthem 2014 foreclosures, when RRFS knew, or should have known that the HOA Board was
6 prohibited by Sun City Anthems bylaws from delegating proprietary control over funds collected
7 for the sole and exclusive benefit of the association;

8 49. that sanctions are appropriate vs. RRFS for its failure distribute foreclosure proceeds
9 timely after the sales, as mandated by NRS 116.31164(3):

10 50. that sanctions are appropriate vs. RRFS for Koch & Scow's unsupervised, unaudited
11 retention of the funds of many, many HOA foreclosures allowed attorney trust fund violations
12 to go undetected;

13 51. Koch & Scow's filed its unwarranted 6/23/20 motion to dismiss, its 8/3/20 reply in
14 support, and its 12/3/20 motion to dismiss, knowing that all these filings contained many
15 misrepresentations of material facts for which there was no factual support or evidence, defied
16 NRCP 11 (b)(3), Nevada Rules of Professional Conduct 3.3 (candor to the tribunal), 3.4 (fairness
17 to opposing counsel), 3.5A (relations with opposing counsel), 4.1 (truthfulness in statements to
18 others), 4.4 (respect for the rights of third persons) and ABA (1992) Standards for Imposing
19 Lawyer Sanctions 6.1 (False statements, fraud, and misrepresentation).

20 52. that sanctions are appropriate vs. RRFS for its misappropriation of funds, covert rejection
21 of assessments, falsification of records that allowed the unjust enrichment of undisclosed
22 partners and co-conspirators;

23

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1 53. that Nona Tobin is entitled to treble damages for the fraudulent confiscation of the subject
2 property, valued on 12/27/19 at \$505,000 property pursuant to NRS 207.470(1) as RRFS's
3 actions on the dozen 2014 unnoticed foreclosures constitute racketeering;

4 54. that sanctions are appropriate pursuant to NRS 18.010(2) vs. RRFS for its filing the
5 improper interpleader action with penalties as all other named defendants' liens have been
6 released and Nationstar mortgage is judicially estopped from claiming it ever was the beneficial
7 owner of the Hansen deed of trust;

8 55. that Nona Tobin, an individual's, 3/28/17 deed is the sole valid title claim;

9 56. that Jimijack's defective, 6/9/15 deed was inadmissible as evidence to support its title
10 claim pursuant to NRS 111.345;

11 57. that the Joel Stokes-Civic Financial Services "agreement", recorded on 5/23/19, and
12 misrepresented to Judge Kishner on 5/21/19 as the Nationstar-Jimijack settlement was fraud on
13 the court and sanctionable conduct pursuant to ;

14 58. that sanctions are appropriate vs. Nationstar and its Akerman attorneys pursuant to NRCPC
15 11 (b)(1)(2)(3)(4) (misrepresentations in court filings), Nevada Rules of Professional Conduct
16 3.3 (candor to the tribunal), 3.4 (fairness to opposing counsel), 3.5A (relations with opposing
17 counsel), 4.1 (truthfulness in statements to others), 4.4 (respect for the rights of third persons)
18 and ABA (1992) Standards for Imposing Lawyer Sanctions 6.1 (False statements, fraud, and
19 misrepresentation).

20 59. To declare that Joel Stokes' deed, recorded on 5/1/19, was void as Jimijack had no
21 interest to convey and that this transfer prior to the 6/5/19 trial was for the corrupt purpose of
22 deceiving the court into allowing Joel Stokes and Nationstar to perpetrate a fraud on the court;

23 60. That Nona Tobin is entitled to recoup treble damages pursuant to NRS 207-470 and
24

1 61. That Nona Tobin is entitled to is entitled to recoup damages, five years of rental income
2 from Jimijack;

3 62. that Nationstar Mortgage LLC's (Herein "NSM" or "Nationstar") claims to own the
4 beneficial interest of the disputed Western Thrift Deed of Trust (Herein "DOT") are false and
5 sanctionable under NRS 205.395, NRS 205.377, NRS 207, 400 and that Nona Tobin is entitled
6 to treble damages by their misconduct pursuant to NRS 207.470 and 480;

7 63. that all instruments, encumbrances and assignments, and expungements of lis pendens
8 that were improperly and/or unlawfully notarized, executed or recorded to create false claims, or
9 were done for the improper purpose of abrogating Tobin's rights during the pendency of
10 litigation, and/or prior to the adjudication of Plaintiff's claims in this instant action, are cancelled
11 and declared without legal force and effect; and

12 64. that attorneys pay Tobin's attorney fees and costs as a sanction pursuant to NRCPC
13 11(b)(1)(3) and/or NRS 18.010(2)

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1 Counterclaim vs. Red Rock Financial Services

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4 PARTIES

5 See Exhibit 22 for [1/31/17 cross-claim vs. HOA](#) parties pg 2-3, 5th cause of action unjust
6 enrichment (pgs 18-19), statement of facts (pgs 5-9)

7 65. Cross-claimant NONA TOBIN, an Individual, (Herein “Cross-claimant” or “Tobin”) was
8 the sole successor trustee, beneficiary and surviving member of the Gordon B. Hansen Trust,
9 dated 8/22/08, (Herein “Hansen Trust”) that held recorded title to the subject property from
10 8/27/08 until a foreclosure deed was recorded on August 22, 2014 transferred title to the alleged
11 purchaser at the disputed HOA sale.

12 66. Tobin claims an individual interest in this property as all the GBH Trust’s claims to title
13 were transferred to Tobin as an individual via a quit claim deed, recorded on 3/28/17.

14 67. Also on 3/28/17 the Hansen Trust was closed as it was insolvent when its sole asset was
15 transferred out of the trust. NONA TOBIN claims the proceeds of the sale unlawfully retained
16 by Koch & Scow, with interest, penalties and sanctions.

17
18 JURISDICTION, VENUE

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

22 69. This action is within the jurisdictional limits of this Court and this venue is appropriate
23 because the real property is located within the jurisdiction of this Court.

1 70. The Court has the authority under NRS 30.030 to declare rights, status and other legal
2 relations of the respective parties in this NRS 40.010 quiet title dispute.

3 71. NRS 30.130 limits the Court's authority to ensure that the rights of parties who are not
4 present from being prejudiced by court actions in their absence.

5 72. The Court's jurisdiction in cases involving the interpretation, application or enforcement
6 of any covenants, conditions or restrictions (CC&Rs) applicable to residential property or any
7 bylaws, rules or regulations adopted by an association (HOA) to parties who have submitted
8 their claims to mediation in the manner proscribed in NRS Chapter 38.

9 73. NRS 38.310(2) limits the Court's jurisdiction to adjudicate claims that have been

10 74. The Court's jurisdiction in this case requires an interpretation of NRS 116.31164(3)
11 (2013) which mandated the ministerial duties Red Rock Financial Services (Herein "RRFS")
12 was required to perform promptly after it conducted the disputed 2014 HOA foreclosure sale.

13 75. This Court's jurisdiction includes the authority to impose sanctions on Red Rock
14 Financial Services for its failure to comply, and to ensure that the HOA Board complied, with
15 with **ALL** the statutory mandates for conducting a valid HOA foreclosure sale, included in NRS
16 116.3116-NRS 116.31168 (2013), NRS 116A.640 (8), (9), (10), NRS 116.31083, NRS
17 116.31085, NRS 116.31031, NRS 116.1113, NRS 116.31065, NRS 116.3102, NRS 116.31087,
18 NRS 116.31175, NRS 116.31183, NRS 116.31184, NRS 116.4117

19 76. This Court's jurisdiction includes the authority to impose sanctions on Red Rock
20 Financial Services for its failure to provide, and its failure to ensure that the Sun City Anthem
21 (Herein "SCA") Board provided **ALL** the owner protections, notice and due process mandated
22 by the HOA governing documents, SCA Board 2013 Delinquent Assessment Policy (SCA 168-
23 175). SCA Board Resolution 1/17/11 Policy and Procedure for enforcement of the governing
24

1 documents (due process before imposing sanctions for alleged violations), SCA bylaws
2 3.21(f)(v) (owner access to quarterly delinquency reports) , SCA bylaws 3.15 (open Board
3 meetings), SCA bylaws 3.15A (closed Board meetings permissible topics), SCA bylaws
4 3.18/3.20 (delegation by SCA board prohibited), SCA bylaws 3.26, SCA bylaws 6.4 (owner
5 access to records), CC&Rs 7.4 (enforcement (due process before imposing sanctions),

6 77. This Court’s jurisdiction includes the authority to determine the standing of the
7 defendants named by Red Rock to assert a claim for the excess proceeds from the HOA sale.

8 78. The court has jurisdiction to impose sanctions against parties who have recorded false
9 claims to title as defined by NRS 205.395 and to consider the severity of the sanctions in terms
10 of other statutes applicable to, and commensurate with, the frequency and seriousness
11 Nationstar’s corrupt business practices, under the auspices of NRS 205.377, NRS 207.360
12 (9)(10)(30)(35), NRS 207.400 NRS 207.470 (1)and (4), and NRS 207.480.

13 79. See **Exhibit 20 – Relevant statutes and regulations.**

14
15 **Factual allegations**

16 80. Plaintiff RRFS knows that all the liens recorded related to named Defendants other than
17 Nona Tobin, i.e., Republic Services, Wells Fargo, and Nationstar have been released on 3/30/17,
18 8/17/04, 3/12/15, and 6/3/19, respectively. See **Exhibit 1.**

19 81. The HOA sale was void as payments and tenders after 7/1/12 were rejected,
20 misappropriated, misrepresented and/or concealed. Default did not occur as described in the
21 3/12/13 Notice of default or as recited in the 8/22/14 foreclosure deed. See **Exhibit 2.**

22 82. The Default was cured three times, but RRFS kept pursuing the predatory path to
23 unwarranted, unjustly profitable foreclosure. See **Exhibit 3.**

1 83. There was no valid authorization of the sale, but RRFS disclosed deceptive and falsified
2 documents to create the misrepresentation of reality. See **Exhibit 4**.

3 84. Required notices were not provided, but RRFS falsified records to cover it up. See
4 **Exhibit 5**.

5 85. SCA Board imposed the ultimate sanction against the estate of the deceased homeowner,
6 but RRFS and SCA attorneys concealed and misrepresented material facts and the law to cover
7 it up. See **Exhibit 6**.

8 86. Bank of America never was the beneficiary of the Hansen deed of trust, but committed
9 mortgage servicing fraud, refused to let two fair market value sales close escrow, refused to take
10 the title on a deed in lieu, took possession without foreclosing, and used attorney Rock K. Jung
11 to covertly tender delinquent assessments to circumvent the owner's rights under the PUD Rider
12 remedies (f) to confiscate her property without foreclosing. See **Exhibit 7**.

13 **87.** Many examples of RRFS's corrupt business practices exist of keeping fraudulent books,
14 scrubbing page numbers from ledgers, combined unrelated documents to rewrite history,
15 scrubbing dates from emails, not documenting Board actions, and much more. See **Exhibit 8**.

16 88. All opposing counsels in all the litigation over the title to this one property made
17 misrepresentations in their court filings and made oral misstatements of materials facts and law
18 at hearings. See **Exhibit 9**.

19 89. The proceeds of the sale were not distributed in 2014 and RRFS's complaint for
20 interpleader in 2021 was filed in bad faith. See **Exhibit 10**.

21 90. RRFS concealed the 4/27/12 debt collection contract that requires RRFS to indemnify
22 the HOA and has been unjustly enriched thereby well over \$100,000 in fees and considerably
23
24

1 more in undistributed proceeds. RRFS did not participate in NRS 38.310 mediation in good faith.
2 See **Exhibit 11**.

3 91. In case A-19-799890-C, Brody Wight knowingly filed a motion to dismiss Nona Tobin's
4 claims pursuant to NRCP (b)(5) and NRCP (b)(6) that was totally unwarranted, harassing,
5 disruptive of the administration of justice, not supported by facts or law, and filed solely for the
6 improper purpose of preventing discovery of the crimes of his law firm and its clients. See
7 **Exhibit 12**.

8 92. None of the opposing counsels have acted in good faith in compliance with the ethic
9 standard of their profession. All have failed in their duty of candor to the court, wasted millions
10 of dollars in judicial resources, and have engaged in criminal conduct to further the criminal
11 conduct of their clients. See **Exhibit 13**.

12 93. Attorneys have knowingly presented false evidence into the court record in discovery.
13 See **Exhibit 14**.

14 94. Nationstar and RRFS conspired to conceal the manner in which RRFS covertly rejected
15 Nationstar's \$1100 offer to close the MZK sale. Civil Conspiracy. See **Exhibit 15**.

16
17 **First cause of Action: Interpleader NRCP 22**

18 95. For a declaratory judgment that RRFS must distribute the retained funds to Nona Tobin
19 with interest as there are no parties with higher priority and all the liens of named defendants
20 have been released.

21 **Second Cause of Action: (Unjust Enrichment) or (Conversion)**

22
23 96. Plaintiff RRFS has been unjustly enriched by adding unauthorized fees, applying
24 assessment payments to fees first, by suppressing bidding through selective notice to only

1 speculators, by unlawfully exerting proprietary control of funds belonging to Nona Tobin, Sun
2 City Anthem and others, by keeping two sets of books, by presenting false evidence to the court,
3 by conspiring with lenders and aiding and abetting them to assert ownership of deeds of trust
4 they do not own.

5 97. In Nevada, the elements for a claim of conversion are:

- 6 1. A distinct and intentional act of dominion by one which is wrongfully exerted
7 over the property of another;
- 8 2. Act committed in denial of, or inconsistent with the rightful owner's use and
9 enjoyment of the property;
- 10 3. Act committed in derogation, exclusion, or defiance of the owner's rights or
11 titled in the property; and
- 12 4. Causation and damages

M.C. Multi-Family Development, L.L.C. v. Crestdale Assoc., Ltd., 193 P.3d 536,
543 (Nev., 2008); Evans v. Dean Witter Reynolds, 5 P.3d 1043 (Nev. 2000); Bader
v. Cerri, 96 Nev. 352, 609 P.2d 314 (1980); Wantz v. Redfield, 74 Nev. 196
(1958); Boylan v. Huguet, 8 Nev. 345 (1873).

12 98. All of the elements of conversion are met and established by the evidence in the exhibits.

13 Third Cause of Action: Fraud

- 14 1. Defendant RRFS made multiple false representations or misrepresentation as to
15 a past or existing fact; See Exhibits. There are examples in almost all of them.
- 16 2. With knowledge or belief by defendant that representation is false or that
17 defendant lacks sufficient basis of information to make the representation;
- 18 3. Defendant intended to induce plaintiff to act in reliance on the representation;
- 19 4. Justifiable reliance upon the representation by the plaintiff;
- 20 5. Causation and damages to plaintiff as a result of relying on misrepresentation;
21 and
- 22 6. Clear and convincing evidence exists and are pled with specific evidence in the
23 exhibits filed herein.

24 NRCP 9; NEVADA JURY INSTRUCTIONS 9.01; Jordan v. State ex rel. Dep't of
Motor Vehicles & Pub. Safety, 121 Nev. 44, 75, 110 P.3d 30, 51 (2005); J.A. Jones
Constr. Co. v. Lehrer McGovern Bovis, Inc., 120 Nev. 277, 89 P.3d 1009
(2004); Barmettler v. Reno Air, Inc., 14 Nev. 441, 956 P.2d 1382 (1998); Blanchard
v. Blanchard, 108 Nev. 908 (1992); Bulbman, Inc. v. Nev. Bell, 108 Nev. 105, 111,
825 P.2d 588, 592 (1992); Albert H. Wohlers & Co. v. Bartgis, 114 Nev. 1249, 1260,
969 P.2d 949, 957 (1998); Sanguinetti v. Strecker, 94 Nev. 200, 206, 577 P.2d 404,
408 (1978); Lubbe v. Barba, 91 Nev. 596, 541 P.2d 115 (1975).

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Fourth Cause of Action: Alter Ego Piercing the Corporate Veil

1. On 1/31/17, Nona Tobin filed a cross – claim versus Sun City Anthem and identified “HOA Agents” as the true perpetrators of the wrongdoing. See **Exhibit 21** for the description of why these agents were not named as parties.
2. See Exhibit 22 for the 1/31/17 claim for the excess proceeds.
3. RRFS and SCA withheld and concealed all contracts and all identification of the parties in a manner that completely obscured the money trail.
4. According to Jay Young, Nevada Law Blog,

The Nevada Supreme Court has held that, though generally “[t]he corporate cloak is not lightly thrown aside,” nevertheless there are some situations in which blind “adherence to the fiction of a separate entity [of the corporation] [would] sanction a fraud or promote injustice.” *Baer v. Amos J. Walker, Inc.*, 85 Nev. 219, 220, 452 P.2d 916, 916 (1969). The court has therefore carved out an exception to the general rule of faithfully respecting the corporate form and corporate independence, i.e., the so-called “alter ego” exception, by which the corporate veil can be pierced. *Id.* The Supreme Court of Nevada, in the matter of *McCleary Cattle Co. v. Sewell*, adopted a three prong test for ignoring the separate existence of a corporation in determining “alter ego liability.” *McCleary*, 73 Nev. 279 at 282, 317 P.2d 957 (1957). This test has since been codified in by Nevada Statute, NRS 78.747:

FIFTH CAUSE OF ACTION vs. RRFS (Racketeering)

99. COUNTER-DEFENDANT RRFS AND CROSS-DEFENDANT NATIONSTAR engaged in racketeering activities as defined in NRS 207.360 and a racketeering enterprise as is defined in NRS 207.380;

1 100. COUNTER-DEFENDANT RRFS AND CROSS-DEFENDANT NATIONSTAR, acting
2 directly, and in conspiracy with one another or through their syndicate(s), participated directly
3 in racketeering activity by engaging in at least two crimes related to racketeering;

4 101. COUNTER-DEFENDANT RRFS AND CROSS-DEFENDANT NATIONSTAR's
5 activities have the same or similar pattern, intent, results, accomplices, victims, or methods of
6 commission, or otherwise interrelated by distinguishing characteristics and are not isolated
7 events;

8 102. COUNTER-DEFENDANT RRFS AND CROSS-DEFENDANT NATIONSTAR
9 acquired or maintained directly or indirectly an interest in, or control of, any enterprise, or
10 defendants are employed by or associated with any enterprise to conduct or participate directly
11 or indirectly in the affairs of the enterprise through a racketeering activity;

12 103. COUNTER-CLAIMANT AND CROSS CLAIMANT NONA TOBIN's injuries flow
13 from the defendant's violation of a predicate Nevada RICO act;

14 104. NONA TOBIN's injury was be proximately caused by the defendant's violation of the
15 predicate act;

16 105. NONA TOBIN's did not participate in the commission of the predicate act; and

17 106. NONA TOBIN's is entitled to institute a civil action for recovery of treble damages
18 proximately caused by the RICO violations. NRS 207.470(1).

19 107. COUNTER-DEFENDANT RRFS conspired with, aided and abetted CROSS-
20 DEFENDANT NATIONSTAR, and many other lenders, to perpetrate a fraud on the court with
21 a quid pro quo of Nationstar's (and fill-in-the-blank OTHER LENDER'S NAME)'s not asserting
22 a claim for the excess proceeds so Koch & Scow could keep whatever proceeds they wanted
23 without fear of audit or challenge.

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NONA TOBIN'S CROSS-CLAIM

VS. NATIONSTAR MORTGAGE & WELLS FARGO

Comes now, Defendant NONA TOBIN, AN INDIVIDUAL, in proper person, and hereby files her CROSSCLAIM VS, NATIONSTAR MORTGAGE LLC AND WELLS FARGO, N.A. AND MOTION FOR SANCTIONS PURSUANT TO NRCP 11 (b)(1)(2)(3)(4), NRS 207.407(1), NRS 42.005.

108. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth herein.

109. Cross-claimant NONA TOBIN, is an Individual, who was the sole successor trustee, beneficiary and surviving member of the Gordon B. Hansen Trust, dated 8/22/08, (Herein "Hansen Trust") that held recorded title to the subject property from 8/27/08 until a foreclosure deed was recorded on August 22, 2014 alleging to transfer title to the purchaser at the disputed HOA sale.

110. Tobin claims an individual interest in this property as all the GBH Trust's claims to title were transferred to Tobin as an individual via a quit claim deed, recorded on 3/28/17.

111. Also on 3/28/17 the Hansen Trust was closed as it was insolvent when its sole asset was transferred out of the trust. NONA TOBIN claims the proceeds of the sale unlawfully retained by Koch & Scow, with interest, penalties and sanctions.

112. Tobin files this cross-claim against Nationstar Mortgage LLC for treble damages for the loss of the property at 2763 White Sage, along with interest, penalties and sanctions, for Nationstar's fraud on the court, abuse of process, mortgage servicing fraud, recording false

1 claims to title, and misrepresenting material facts and the law in order to steal Nona Tobin's
2 property.

3 113. Defendant NATIONSTAR MORTGAGE, LLC (Herein "NSM" or "Nationstar") is an
4 entity of unknown origin whose false claims to own the beneficial interest of the disputed Hansen
5 deed of trust have been **without merit** filed into district court cases A-16-730078-C, A-15-
6 720032-C, and A-19-799890-C and into Supreme Court appeals 79295 and 82294.

7 114. Given that Nationstar was never required to produce evidence to support its claim to be
8 the beneficial owner of the Hansen deed of trust, in this case, the court must determine
9 Nationstar's standing based on an examination of the Clark county official record for the subject
10 property, APN 191-13-811-052 which is included in **Exhibit 1**

11 12 13 Factual Allegations

14 115. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
15 herein.

16 116. All Wells Fargo's recorded liens have been released.

17 117. Wells Fargo's only lien was an open-ended deed of trust recorded on 5/10/07 as
18 instrument number 200705100001127, which has no BATES number as it was intentionally
19 omitted in Plaintiff RRFS's response (RRFS 001-425) to Nona Tobin's 2/4/19 subpoena.

20 118. Wells Fargo's release of its 5/10/07 lien by its Substitution of Trustee and reconveyance,
21 recorded on 3/12/15 as instrument number 201503120002285, which has no BATES number as
22 it was omitted in Steven Scow's response to the 2/4/19 subpoena.

23 119. Wells Fargo never claimed an interest in the Hansen deed of trust and has never been a
24 party in any of the quiet title cases related to this property.

1 120. Wells Fargo’s only claim was a \$15,000 outstanding balance on the open-ended deed of
2 trust, recorded on 5/10/07. Wells Fargo issued an IRS 1099-C cancelation of debt in 2012 and
3 released the lien on 3/12/15. See **Exhibit 1**.

4 121. Nationstar, albeit without any legal authority, released the lien of the 7/22/04 Hansen
5 deed of trust on 6/3/19. See **Exhibit 1**.

6 122. Nationstar does not have standing to assert a claim for the proceeds of the sale.

7 123. Nationstar is judicially estopped from claiming to ever have been the beneficial owner of
8 the Hansen deed of trust. See **Exhibit 1**.

9 124. Nationstar filed false and conflicting claims to own the Hansen deed of trust on at least
10 these dates: 1/11/16, 4/12/16 DECL, 4/12/16, 5/10/16, 6/2/16, 6/3/16, 6/10/16, 3/27/17 DECL ,
11 3/27/17, 11/9/17, 2/9/18.

12 125. Nationstar recorded false claims to title into the Clark County official property record for
13 APN 191-13-811-052 recorded claims on these dates 12/1/14, 1/22/15, 8/17/15, 1/13/16, 6/7/16,
14 3/8/19 rescind and 3/8/19 assign, and 6/3/19. See **Exhibit 1**.

15 126. None of Nationstar’s recorded claims wherein Nationstar claimed to be authorized as
16 some other entity’s “attorney in fact” were accompanied by recorded powers of attorney, sworn
17 affidavits, and/or proper acknowledgements compliant with NRS 107 as amended by AB 284
18 (2011)². See **Exhibit 20**.

19 127. Nationstar Wright, Finley, & Zak LLP (Herein “WFZ”) attorneys³ were well aware of
20 the requirements of the 2011 anti-foreclosure fraud amendments to NRS Chapter 107 and NRS

21 _____
22 ² [AB 284 \(2011\)](#) Nevada’s 2011 anti-foreclosure fraud amendments to NRS 107 and NRS 205 summary and
legislative digest

23 ³ WFZ attorneys represented Nationstar Mortgage from its first filing into A-16-730078-C, a complaint vs.
24 Opportunity Homes, LLC (that held no recorded interest) for quiet title and moved into A-15-720032-C by filing a
motion to substitute itself as the real party in interest, set aside the default judgment against Bank f America and
intervene on the closed case by filing an AACC counter-claim vs. Jimijack who had the recorded claim when WFZ

1 Chapter 205, particularly in terms of the requirement of sworn affidavits to prove the standing
2 to exercise the power of sale.⁴

3 128. Nationstar replaced its WFZ attorneys on 4/10/18⁵ with Melanie Morgan (NV Bar #
4 8215) and Karen Whelan (NV Bar # 10466) of Akerman LLP.

5 129. Akerman LLP replaced Karen Whelan (NV Bar # 10466) with Donna Wittig NV Bar #
6 11015) on 12/10/18⁶ after Karen Whelan ignored Nona Tobin's attorney's attempt to get
7 Nationstar to join with Tobin on a motion for summary judgment by providing Whelan with
8 declarations under penalty of perjury⁷ that established the sale had been conducted without notice
9 to the owner or the listing agent who had sold the property on auction.com three months before
10 the surprise sale.

11 130. Nona Tobin filed a verified complaint against Nationstar for recording false claims to
12 title and abusing the quiet title HOA foreclosure process in A-15-720032-C and A-16-730078-
13 C with the Office of the Attorney General of Nevada on 3/14/19.

14 131. Nona Tobin filed a verified complaint against Nationstar for recording false claims to
15 title and abusing the quiet title HOA foreclosure process in A-15-720032-C and A-16-730078-
16 C with the Office of the Attorney General of Nevada on 11/10/20.

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18
19 sued the disinterested Opportunity Homes. WFZ filed into these quiet title civil actions statements known to be
20 false and disclosing false evidence on 1/11/16, 4/12/16 DECL, 4/12/16, 5/10/16, 6/2/16, 6/3/16, 6/10/16, 3/27/17
DECL , 3/27/17, 11/9/17, 2/9/18, (Dana Johnson Nitz NV Bar #0050, Edgar Smith (NV bar #5506) Michael Kelly
NV Bar #10101)

21 ⁴ Robin Wright "[Complying with AB284](#)" for UTA Quarterly Winter 2011

22 ⁵ [4/10/18 SUBT](#) switched out WFZ, Akerman LLP Morgan and Whelan came in

⁶ [12/10/18 NOTA](#) notice the entry of Wittig, but was silent on the exit of Whelan who was never seen again

23 ⁷ [5/11/18 Craig Leidy DECL](#) and [5/11/18 Nona Tobin DECL](#). Note that Nona Tobin filed a sworn affidavit into A-
16-730078-C, Nationstar Mortgage LLC vs Opportunity Homes, LLC stating that she wanted to JOIN Nationstar to
24 void the defective sale so that each would be returned to whatever rights they could prove they had the day before
the sale and prayed that the Court would not allow Nationstar to abuse the quiet title litigation process to gain
standing that it did not have in fact or in law. [9/23/16 Nona Tobin AFFD](#)

1 132. Nona Tobin filed a verified complaint against Nationstar and its Akerman and Wright
2 Finley Zak LLP attorneys with the Nevada Mortgage Lending Division on 12/16/20 or recording
3 false claims to title into the Clark County official property record for APN 191-13-811-052 and
4 for abusing the quiet title HOA foreclosure process in A-15-720032-C, A-16-730078-C, A-19-
5 799890-C, and appeals 79295, 82234, 82094, and 82294.

6 133. Nationstar recorded into the Clark County property record false, unauthorized,
7 unverified, and conflicting assignments, substitution of trustee, reconveyances of the Hansen
8 deed of trust on at least these dates:

9 134. The Clark County property record for the subject property, APN 191-13-811-052, are
10 included in **Exhibit 1**.

11 135. Nationstar evaded detection of its fraud by voluntarily dismissing its claims without any
12 evidence being subjected to judicial scrutiny and without putting on a case and without meeting
13 its Plaintiff's burden of proof. See **Exhibit 20** administrative complaints.

14 136. Nationstar and Jimijack made an ex parte out of court agreement to steal the house from
15 Tobin. See **Exhibit 20** administrative complaints.

16 137. Nationstar and Jimijack conspired, concealed and misrepresented material facts and law,
17 met ex parte with Judge Kishner, with the corrupt intent of stealing Tobin's property. See **Exhibit**
18 **20** administrative complaints.

19 138. Multiple declarations under penalty of perjury have been entered into the court records
20 show that Nationstar's claims to own the beneficial interest of the Hansen deed of trust are
21 demonstrably false.

22 139. Nona Tobin has filed multiple motions into A-15-720032-C in a futile attempt to prevent
23 Nationstar's succeeding in its fraud upon the court that have been stricken from the record
24

1 unheard⁸ based on the misrepresentations⁹ made by Nationstar at an ex parte meeting with Judge
2 Kishner .

3
4 **FIRST CAUSE OF ACTION (Racketeering)**

5 140. CROSS-DEFENDANT NATIONSTAR engaged in racketeering activities as defined in
6 NRS 207.360 and a racketeering enterprise as is defined in NRS 207.380;

7 141. CROSS-DEFENDANT NATIONSTAR, acting directly, and in conspiracy with one
8 another or through their syndicate(s), participated directly in racketeering activity by engaging
9 in at least two crimes related to racketeering;

10 142. CROSS-DEFENDANT NATIONSTAR's activities have the same or similar pattern,
11 intent, results, accomplices, victims, or methods of commission, or otherwise interrelated by
12 distinguishing characteristics and are not isolated events;

13 143. CROSS-DEFENDANT NATIONSTAR acquired or maintained directly or indirectly an
14 interest in, or control of, any enterprise, or defendants are employed by or associated with any
15 enterprise to conduct or participate directly or indirectly in the affairs of the enterprise through
16 a racketeering activity;

17 144. CROSS CLAIMANT NONA TOBIN's injuries flow from the defendant's violation of a
18 predicate Nevada RICO act;

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21 ⁸ [Links to pro se filings stricken in absentia](#) at ex parte 4/23/19 meeting of Melanie Morgan and Joseph Hong with Judge Kishner

22 ⁹ Nationstar attorneys deceived the court regarding Nona Tobin's standing to assert an NRS 40.010 claim as an individual holder of a 3/28/17 deed. NSM disclosed the 3/28/17 deed as [NSM 208-211](#). NSM named Tobin individually as a party in all the captions. NSM did not remove Nona Tobin as an individual party when reforming the caption on [3/7/19 NTSO](#) and [3/12/19 ANEO](#). Nationstar attorneys knew that Nona Tobin was a party with adverse interests and that to make a side deal with Jimjack in order to prevent Nationstar's and Tobin's adverse claims from being adjudicated was fraud.

1 145. NONA TOBIN's injury was be proximately caused by the defendant's violation of the
2 predicate act;

3 146. NONA TOBIN's did not participate in the commission of the predicate act; and

4 147. NONA TOBIN's is entitled to institute a civil action for recovery of treble damages
5 proximately caused by the RICO violations. NRS 207.470(1).

6 148. CROSS-DEFENDANT NATIONSTAR, and many other lenders, conspired with, aided
7 and abetted COUNTER-DEFENDANT RRFS to perpetrate a fraud on the court with a quid pro
8 quo of Nationstar's (and fill-in-the-blank OTHER LENDER'S NAME)'s being able to
9 confiscate properties secured by deeds of trust the lenders don't own.

10 **Second Cause of Action: (Unjust Enrichment) or (Conversion)**
11

12 149. CROSS-DEFENDANT NATIONSTAR has been unjustly enriched by by unlawfully
13 exerting proprietary control of property belonging to CROSS-DEFENDANT NATIONSTAR.

14 150. CROSS-DEFENDANT NATIONSTAR has, by presenting false evidence to the court,
15 asserted ownership of deeds of trust CROSS-DEFENDANT NATIONSTAR never owned,
16 including the 7/22/04 Hansen deed of trust.

17 151. CROSS-DEFENDANT NATIONSTAR has asserted a distinct and intentional act of
18 dominion which wrongfully exerted control over the property of CROSS-CLAIMANT NONA
19 TOBIN.

20 152. CROSS-DEFENDANT NATIONSTAR's in covert conspiracy with Joel Stokes and the
21 6/3/19 of the reconveyance of the Hansen deed of trust to Joel Stokes instead of to the estate of
22 the deceased borrower, committed a fraudulent act in denial of, or inconsistent with the rightful
23 owner's use and enjoyment of the property; This conveyance is void pursuant to NRS 205.330
24

1 153. CROSS-DEFENDANT NATIONSTAR's acts were committed in derogation, exclusion,
2 or defiance of the owner, CROSS-CLAIMANT NONA TOBIN's rights or title in the property;

3 154. Causation and damages are appropriate as CROSS-DEFENDANT NATIONSTAR
4 conspired and acted for the corrupt purpose of depriving CROSS-CLAIMANT NONA TOBIN's
5 rights or title.

6 M.C. Multi-Family Development, L.L.C. v. Crestdale Assoc., Ltd., 193 P.3d 536,
7 543 (Nev., 2008); Evans v. Dean Witter Reynolds, 5 P.3d 1043 (Nev. 2000); Bader
8 v. Cerri, 96 Nev. 352, 609 P.2d 314 (1980); Wantz v. Redfield, 74 Nev. 196
9 (1958); Boylan v. Huguet, 8 Nev. 345 (1873).

10 155. All of the elements of conversion are met and established by the evidence in the exhibits.

11 Third Cause of Action: Fraud

12 156. CROSS-DEFENDANT NATIONSTAR made multiple false representations or
13 misrepresentation as to a past or existing fact;

14 157. See **Exhibit 20 Administrative complaints..**

15 158. CROSS-DEFENDANT NATIONSTAR had knowledge or belief that representation is
16 false

17 159. CROSS-DEFENDANT NATIONSTAR intended to induce Judge Kishner, Judge
18 Johnson, and the Nevada Supreme Court to act in reliance on the many false representations;

19 160. Judge Kishner, Judge Johnson, and the Nevada Supreme Court all justifiably relied upon
20 the representations by CROSS-DEFENDANT NATIONSTAR's attorneys as officers of the
21 court with a duty of candor.

22 161. CROSS-DEFENDANT NATIONSTAR damaged CROSS-CLAIMANT NONA TOBIN
23 as a result of ALL Nevada Courts relying on CROSS-DEFENDANT NATIONSTAR's
24 misrepresentation that it was the beneficial owner of the Hansen deed of trust; and

1 162. Clear and convincing evidence exists and has been pled with specific evidence in the
2 exhibits filed herein. See **Exhibit 20**.

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4 NRCP 9; NEVADA JURY INSTRUCTIONS 9.01; *Jordan v. State ex rel. Dep't of*
5 *Motor Vehicles & Pub. Safety*, 121 Nev. 44, 75, 110 P.3d 30, 51 (2005); *J.A. Jones*
6 *Constr. Co. v. Lehrer McGovern Bovis, Inc.*, 120 Nev. 277, 89 P.3d 1009
7 (2004); *Barmettler v. Reno Air, Inc.*, 14 Nev. 441, 956 P.2d 1382 (1998); *Blanchard*
8 *v. Blanchard*, 108 Nev. 908 (1992); *Bulbman, Inc. v. Nev. Bell*, 108 Nev. 105, 111,
9 825 P.2d 588, 592 (1992); *Albert H. Wohlers & Co. v. Bartgis*, 114 Nev. 1249, 1260,
10 969 P.2d 949, 957 (1998); *Sanguinetti v. Strecker*, 94 Nev. 200, 206, 577 P.2d 404,
11 408 (1978); *Lubbe v. Barba*, 91 Nev. 596, 541 P.2d 115 (1975).

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1 Prayer

2 163. CROSS CLAIMANT NONA TOBIN repeats, realleges, and incorporates herein by this
3 reference the allegations hereinabove inclusively as though set forth at length and in full herein.

4 164. This cross-claim has been necessitated by the CROSS-DEFENDANT NATIONSTAR's
5 bad faith conduct.

6 165. Pursuant to Nevada law, CROSS CLAIMANT NONA TOBIN's may recover her
7 attorney fees as special damages because she was required to file this suit as a result of CROSS-
8 DEFENDANT NATIONSTAR's intentional conduct.¹⁰ CROSS CLAIMANT NONA TOBIN
9 petitions the Court for the following declaratory relief: to declare

10 166. to declare that the disputed HOA sale is void due to fraud in the execution by Red Rock
11 Financial Services;

12 167. to declare that the disputed HOA sale did not extinguish the GBH Trust's, nor its
13 successor in interest's rights to title;

14 168. to declare that Nona Tobin is entitled to the \$57,282.32 RRFS claims are the
15 undistributed proceeds and that CROSS-DEFENDANT NATIONSTAR is entitled to none of it

16 169. to declare that sanctions are appropriate vs. CROSS-DEFENDANT NATIONSTAR for
17 its abuse of the HOA quiet title process in order to gain standing it does not have in fact or in
18 law to confiscate CROSS CLAIMANT NONA TOBIN's property without complying with NRS
19 107 foreclosure requirements;

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22
23 ¹⁰ Sandy Valley Assocs. v. Sky Ranch Estates Owners Ass'n, 117 Nev. 948, 958, 35 P.3d 964, 970 (2001), citing
24 American Fed. Musicians v. Reno's Riverside, 86 Nev. 695, 475 P.2d 220 (1970).

1 170. to declare that sanctions pursuant to NRS 205.395, NRS 205.377, NRS 207.470(1) are
2 appropriate vs. CROSS-DEFENDANT NATIONSTAR for its false claims recorded against the
3 APN 191-13-811-052 title;

4 171. that Nona Tobin is entitled to treble damages for the fraudulent confiscation of the subject
5 property, valued on 12/27/19 at \$505,000 property pursuant to NRS 207.470(1) as CROSS-
6 DEFENDANT NATIONSTAR is judicially estopped from claiming it ever was the beneficial
7 owner of the Hansen deed of trust and the 5/23/19 Civic Financial Service deal with Joel Stokes
8 that was portrayed as a Jimijack-Nationstar settlement of all claims was fraud;

9 172. that Nona Tobin, an individual's, 3/28/17 deed is the sole valid title claim;

10 173. that Jimijack's defective, 6/9/15 deed was inadmissible as evidence to support its title
11 claim pursuant to NRS 111.345 and the 5/23/19 Civic Financial Service deal with Joel Stokes
12 was fraud to steal Nona Tobin's property;

13 174. that the Joel Stokes-Civic Financial Services "agreement", recorded on 5/23/19, and
14 misrepresented to Judge Kishner on 5/21/19 as the Nationstar-Jimijack settlement was fraud on
15 the court and sanctionable conduct pursuant to ;

16 175. that sanctions are appropriate vs. Nationstar and its Akerman attorneys pursuant to NRCP
17 11 (b)(1)(2)(3)(4) (misrepresentations in court filings), Nevada Rules of Professional Conduct
18 3.3 (candor to the tribunal), 3.4 (fairness to opposing counsel), 3.5A (relations with opposing
19 counsel), 4.1 (truthfulness in statements to others), 4.4 (respect for the rights of third persons)
20 and ABA (1992) Standards for Imposing Lawyer Sanctions 6.1 (False statements, fraud, and
21 misrepresentation).

1 176. To declare that Joel Stokes' deed, recorded on 5/1/19, was void as Jimijack had no
2 interest to convey and that this transfer prior to the 6/5/19 trial was for the corrupt purpose of
3 deceiving the court into allowing Joel Stokes and Nationstar to perpetrate a fraud on the court;

4 177. That Nona Tobin is entitled to recoup treble damages pursuant to NRS 207.470 (1) and

5 178. That Nona Tobin is entitled to is entitled to recoup damages, five years of rental income
6 from Nationstar as well as Jimijack;

7 179. that Nationstar Mortgage LLC's (Herein "NSM" or "Nationstar") claims to own the
8 beneficial interest of the disputed ~~Western Thrift Deposit~~ ~~March~~ ~~March~~ (Herein "DOT") are false and
9 sanctionable under NRS 205.395, NRS 205.377, NRS 207, 400 and that Nona Tobin is entitled
10 to treble damages by their misconduct pursuant to NRS 207.470 and 480;

11 180. that all instruments, encumbrances and assignments, and expungements of lis pendens
12 that were improperly and/or unlawfully notarized, executed or recorded to create false claims, or
13 were done for the improper purpose of abrogating Tobin's rights during the pendency of
14 litigation, and/or prior to the adjudication of Plaintiff's claims in this instant action, are cancelled
15 and declared without legal force and effect; and

16 181. that attorneys pay Tobin's attorney fees and costs as a sanction pursuant to NRCPC
17 11(b)(1)(3) and/or NRS 18.010(2) and/or NRS 42.005;

18
19 Dated this 8th day of March, 2020,

20 

21
22 NONA TOBIN, AN INDIVIDUAL
23 2664 Olivia Heights Ave.
24 Henderson NV 89052
Office: (702) 465-2199

nonatobin@gmail.com
In propria persona

CERTIFICATE OF SERVICE

I, Nona Tobin, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this the 8th day of September, 2021, I served via the Clark County electronic filing system a true and correct copy of the foregoing NONA TOBIN'S ANSWER, AFFIRMATIVE DE ANSWER AND COUNTER-CLAIM VS. RED ROCK FINANCIAL SERVICES, CROSS-CLAIMS VS. NATIONSTAR MORTGAGE LLC AND WELLS FARGO, N.A., AND MOTION FOR SANCTIONS VS. RED ROCK FINANCIAL SERVICES AND NATIONSTAR MORTGAGE LLC, AND/OR NATIONSTAR MORTGAGE DBA MR. COOPER PURSUANT TO NRCP 11(b)(1)(2)(3) and/or(4), NRS 18.010(2), NRS 207.407(1), NRS 42.005, to all parties listed in the Odyssey eFileNV service contact list in case A-21-828840-C:



Nona Tobin

1 **AACC/CRCM EXHIBITS**
NONA TOBIN, AN INDIVIDUAL
2 2664 Olivia Heights Ave.
Henderson NV 89052
3 Office: (702) 465-2199
nonatobin@gmail.com
4 *In propria persona*

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

8 RED ROCK FINANCIAL SERVICES,

9 Plaintiff,

10 vs.

11 NONA TOBIN, an Individual, and as
Trustee of the GORDON B. HANSEN
12 TRUST, dated 8/22/08; REPUBLIC
SERVICES, INC. a Nevada
13 Corporation; WELLS FARGO, N.A.; a
national banking association;
14 NATIONSTAR MORTGAGE, LLC, a
Delaware company; and DOES 1-100;

15 Defendants.

Case No.: A-21-828840-C

Department: XXXI

EXHIBITS TO

16 NONA TOBIN'S ANSWER, AFFIRMATIVE
DEFENSES AND COUNTER-CLAIM VS.
17 RED ROCK FINANCIAL SERVICES,
CROSS-CLAIMS VS. NATIONSTAR
MORTGAGE LLC AND WELLS FARGO,
18 N.A., AND MOTION FOR SANCTIONS VS.
RED ROCK FINANCIAL SERVICES AND
NATIONSTAR MORTGAGE LLC, AND/OR
19 NATIONSTAR MORTGAGE DBA MR.
COOPER PURSUANT TO NRCP
20 11(b)(1)(2)(3) and/or(4), NRS 18.010(2), NRS
21 207.407(1), NRS 42.005,
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Exhibit 1

Exhibit 1 – APN 191-13-811-052 Clark County Property Record and allegations of fraud vs. all opposing parties

Instrument number	Record date	Document type description
202102120001549	2/12/21	DEED of trust 12/28/20 quicken LLC \$355,320 loan 2 Chiesi
202102050000420	2/5/21	Substitution/reconveyance of quicken INC 12/27/19 \$353,500 loan to switch 2 12/28/20 \$355,320 dot quicken LLC 2 Chiesi
202012040001097	12/4/20	Order to expunge 8/8/19 LISP, 8/14/19 LISP & 8/14/19 LISP Tobin LIS pendens and to dismiss Tobin’s claims with prejudice recorded by quicken attorney maurice wood while appeals 82094 , 82234 , 82294 and 79295 are pending.
		reconveyance of Joel Stokes’s \$355,000 5/23/19 dot that masqueraded as Nationstar-Jimijack deal. 5/21/19 transcript Nationstar-Jimijack settlement docs status check.
202002060000199	2/6/20	T Dixon v-p 1 st American Title executed reconveyance 2/5/20, > 1 month after quicken recorded 12/27/19 \$353,500 loan 2 Chiesi and Driggs title allegedly insured the Chiesi title.
202002060000198	2/6/20	Substitution of trustee on Joel Stokes 5/23/19 \$355,000 dot. 2/4/20 Tyson Christensen, v-p of fay servicing as if Morgan Stanley’s attorney in fact. No recorded power of attorney.
201912270001346	12/27/19	DEED of trust 12/26/19 \$353,500 quicken loans INC 2 Brian & Debora Chiesi
201912270001345	12/27/19	DEED grant, sale bargain (not quit claim) Joel Stokes, an individual, alleged he had a valid title to transfer to Brian & Debora Chiesi. Joel Stokes did not have a valid title as Jimijack had no valid title to transfer to Joel Stokes on 5/1/19. Driggs title agency, INC. 7900 w sahara #100 lv 89117-7920.

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		Escrow #19-11-120779jh DECLARATION of value
		DEED Sandra 2 Joel Stokes, as spouses, not as Jimijack trustees. Joel and Sandra Stokes as trustees of Jimijack transferred Jimijack's defective title to Joel Stokes, as an individual, on 5/1/19,
201912270001344	12/27/19	RPTT exemption 5
201912030003152	12/3/19	On 12/3/19 Hong recorded notice of 11/22/19 a-15-720032-c order that erroneously expunged Tobin 8/8/14 LIS pendens re a-19-799890-c 8/7/19 complaint and 7/23/19 appeal and 7/24/19 appeal into 79295 mMarch 8/8/19 sca motion to strike Tobin's pro se 8/7/19 nolp was granted on 9/3/19 rtran , but sua sponte 11/22/19 order was wrongly written to both expunge 8/8/19 LISP (outside judge kishner's jurisdiction) and to strike 8/7/19 nolp from the a-15-720032-c court record 11/22/19 order, recorded 12/3/19, was unappealable per order 20-13346 wherein the nv supreme court claimed 11/22/19 order was outside its jurisdiction. 9/10/19 nv supreme court order 19-37846 denied Nona Tobin all rights to appeal any decision made by judge kishner.
201908140003084	8/14/19	LIS pendens Tobin recorded 39 pages with a-19-799890-c complaint attached. On 8/13/19 Tobin filed nolp into a-19-799890-c
201908140003083	8/14/19	LIS pendens related to Tobin/Hansen trust appeals 79295 7 pages plus receipt for recording both 8/14/19 LIS pendens
201908080002097	8/8/19	LIS pendens (7 pages) related to 7/23/19 Hansen trust appeal & 7/24/19 appeals & 8/7/19 a-19-799890-c
201907240003355	7/24/19	Judgment Hong recorded 6/24/19 order vs GBH trust on 7/24/19 after he received notice of two appeals filed on 7/23/19 and 7/24/19. 6/24/19 order expunged 56/19 LIS pendens which related to the claims of both Nona Tobin, an individual, and the Hansen trust , but Nona Tobin, an individual, ws excluded from the trial and removed as a party unfairly due to the misrepresentations joseph Hong made to judge kishner at a 4/23/19 hearing held ex parte due to Hong serving notice that the hearing was continued to 5/7/19.

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201907170002971	7/17/19	Assignment Stokes 5/23/19 dot 2 morgan stanley No proper purpose, but served to cloud the title and attempted to cover the dirty money trail.
201907100002352	7/10/19	Akerman recorded (cover sheet) release of Nationstar's 1/13/16 LIS re NSM vs op homes (ROLP page 2). Akerman did not serve any notice of the release into a-16-730078-c where my 4/24/19 motion to vacate the HOA's MSJ and NSM's joinder (per NRCF 60(b)(3) fraud) and motion for summary judgment vs all parties was still unheard.
201906040000772	6/4/19	Assignment of Joel Stokes DEED of trust had no proper purpose, but served to cloud the title and attempted to cover the dirty money trail.
201906030001599	6/3/19	substitution/ reconveyance release of LIEN of Hansen DEED of trust to Joel Stokes
201905280002843	5/28/19	LIS pendens release of Nationstar's LIS pendens by Joel & Sandra Stokes as trustees of Jimijack
201905230003531	5/23/19	DEED of trust Joel Stokes-\$355,000 DEED of trust from civic financial services
201905060001022	5/6/19	LIS pendens Hansen trust/Tobin
		DEED Joel a. Stokes & Sandra f. Stokes, as trustees of Jimijack irrevocable trust to Joel a. Stokes, individual. The Joel Stokes' DEED was recorded five weeks before the 6/5/19 trial. The 6/6/19 trial allegedly adjudicated GBHt trustee Nona Tobin's 2/1/17 counterclaim vs Jimijack for quiet title & equitable relief, fraudulent reconveyance (Jimijack's DEED was inadmissible per NRS 111.345), unjust enrichment (collecting rent from 9/25/14, not 6/9/15 as Jimijack DEED claimed, after a fraudulent sale), civil conspiracy (bid suppression, selective notice of sale to speculators) and preliminary/permanent injunctions (prevent sale or transfer during pendency of proceedings). The 6/6/19 trial also allegedly adjudicated 2/1/17 cross claim vs. Yuen k. Lee dba f. Bondurant LLC. Jimijack did not have an admisible DEED. No Jimijack irrevocable trust instrument was ever disclosed so there is no reason to believe there was any legal authority for trustees to revoke a title from an irrevocable trust and put it in the name of Joel a. Stokes, one of the trustees.
201905010003348	5/1/19	
201903080002790	3/8/19	Assignment Wells Fargo 2 Nationstar by Nationstar Mohamed Hameed executed as v-p of Wells Fargo

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		On 3/12/19, two weeks after the end of discovery, akerman disclosed the rescission as NSM 409-NSM 411.
201903080002789	3/8/19	3/8/19 NSM rescinded the 12/1/14 assignment of the Hansen DEED of trust from Bank of American 2 NSM by NSM. Mohamed Hameed executed it as v-p of Bank of American. No recorded power of attorney On 3/12/19, two weeks after the end of discovery, Akerman disclosed the rescission as NSM 412-NSM 413
201703310003073	3/31/17	Interest disclaimer lee/f Bondurant filed 3/8/17 NSM 222-227
201703310003072	3/31/17	Interest disclaimer Lucas/ophomes filed 3/8/17 NSM 218-211
201703310003071	3/31/17	Interest disclaimer STEve Hansen filed 3/28/17 NSM 212-217
201703300003860	3/30/17	Republic services released its 2 nd garbage LIEN recorded 5/6/14 concealed by RRFS & NSM
201703300003859	3/30/17	Republic services released its 1st garbage LIEN recorded 9/23/13
201703280001452	3/28/17	DEED Gordon b Hansen trust, dated 8/22/08, 2 Nona Tobin, individual, NSM 208-211
201606070001450	6/7/16	LIS pendens re NSM 6/2/16 AACC vs Jimijack NSM 203-207
201605230001417	5/23/16	Request notice by Tobin 4 Hansen trust not disclosed by NSM
201605230001416	5/23/16	Certificate of INCumbency Nona Tobin 4 Hansen trust
201601130001051	1/13/16	LIS pendens re 1/11/16 complaint Nationstar vs opportunity homes
		Judgment of default vs Bank of American 10/23/15 JDDF. No notice of entry of the default judgment was served. Instead, Joseph Hong recorded the 10/23/15 unnoticed default judgment. Joseph Hong who knew, or should have known, that NRS 40.110 “Court to hear case; must not enter judgment by default” <i>“the court shall proceed to hear the case as in other cases and shall have jurisdiction to examine into and determine the legality of plaintiff’s title and of the title and claim of all the defendants and of all unknown persons, and to that end must not enter any judgment by default, but must in all cases require evidence of plaintiff’s title and possession and receive such legal evidence as may be offered respecting the claims and title of any of the defendants and must thereafter direct judgment to be entered in accordance with the evidence and the law.”</i> Joseph Hong knew that had the court held an evidentiary hearing, it would have been detected that Joel & Sandra Stokes
201512010003402	12/1/15	

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		<p>as trustees of Jimijack Irrevocable Trust did not have an admissible DEED per NRS 111.345 and therefore had no standing to assert a quiet title claim against any lender.</p> <p>Joseph Hong knew that had the court held an evidentiary hearing, it would have been detected that two other lenders, Wells Fargo (9/9/14) and Nationstar (12/1/14), held recorded claims to be the beneficiaries of the 7/22/04 Hansen DEED of trust as Bank of America's sole successor-in-interest.</p> <p>Joseph Hong knew that had the court held an evidentiary hearing, it would have been detected that Bank of America did not hold any recorded claim to the Hansen DEED of trust after 9/9/14 and that Hong's naming BANA as a defendant was for the corrupt purpose of getting a default by a lender who had no claim.</p> <p>Nationstar NSM 192-194, but NSM denied knowing in 1/22/15 req notice, 4/12/15 AFFD, 4/12/16 mot</p>
<p>201508170001056</p>	<p>8/17/15</p>	<p>Substitution of trustee Joan H. Anderson to NSM co-conspirator American Trustee Servicing Solutions by Nationstar, claiming without legal authority to be "attorney-in-fact" for Wells Fargo.</p> <p>No recorded Power of Attorney.</p> <p>Nationstar disclosed as NSM 270-272 is an unrecorded, inapplicable Wells Fargo Power of Attorney. Contradicted by NSM 6/3/19 sub/reconvey.</p>
<p>201506090001545</p>	<p>6/9/15</p>	<p>DEED F. Bondurant LLC to Joel and Sandra Stokes as trustees of Jimijack Irrevocable Trust Inadmissible per NRS 111.345.</p> <p>1/17/17 Tobin DECL re notary violations and exhibits re notary CluAynne M. Corwin's involvement with several other questionable subsequent transfers of HOA foreclosures involving Joseph Hong, Joel Stokes, Pam at Linear Title, and Peter Mortenson</p> <p>No legal capacity to transfer title to Jimijack as notary CluAynne M. Corwin "witnessed" Yuen K. Lee's signature but used her notary stamp to affirm that Thomas Lucas, manager of Opportunity Homes</p> <p>No notary record that CluAynne M. Corwin witnessed any deed executed on 6/8/15.</p>

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		<p>No purchase agreement was disclosed to show how, when, from whom or for how much Joel and Sandra Stokes acquired the property. NRS 240.120, NRS 240.155, NRS 240.075 violations. Incompetent acknowledgment per NRS 111.125.</p> <p>Jimijack had no DEED with legal capacity to hold or transfer title, but transferred to Joel Stokes, an individual on 5/1/19. Jimijack’s defective deed was disclosed as NSM 189-191. Nationstar knew that the two deeds recorded on 6/9/15 alleged title claims that replaced Opportunity Homes LLC as an interested party.</p> <p>For unknown reasons, Nationstar chose not to name either F. Bondurant LLC or Jimijack, who both had recorded deeds on 6/9/15, when Nationstar sued disinterested Opportunity Homes in its 1/11/16 complaint in A-16-730078-C.</p> <p>Nationstar voluntarily dismissed its 1/11/16 claims against Opportunity Homes and its non-existent claims vs. F. Bondurant LLC by a stipulation and order entered on 2/20/19. Neither evidence nor trial were required to prevail.</p> <p>Nationstar never produced any evidence to support its filed claims against Jimijack and was excused from the 6/6/19 trial at the 4/25/19 pre-trial conference after Nationstar withdrew its 3/21/19 motion for summary judgment vs. Jimijack.</p> <p>Nationstar’s claims against Jimijack were dismissed by stipulation and order entered on 5/31/19. Again, neither evidence nor trial were required to prevail.</p>
<p>201506090001537</p>	<p>6/9/15</p>	<p>DEED, from Opportunity Homes to F. Bondurant LLC, a sham entity controlled by Joseph Hong, was executed on 6/4/19, and witnessed by Joseph Hong’s employee, Debra Batsel.</p> <p>Batesel witnessed at the same time Thomas Lucas and some unknown party execute a purchase agreement to transfer title from Opportunity Homes.</p> <p>Joseph Hong did not participate in discovery and entered no evidence into the record at any time from 6/16/15. To the present to support any of his clients’ claims, but still won quiet title at the 6/6/19 trial from which all documentary evidence was excluded due to Hong’s misconduct.</p>
<p>201503120002285</p>	<p>3/12/15</p>	<p>Substitution/ reconveyance Wells Fargo 2nd open-ended deed of trust</p>

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201502230000608	2/23/15	RPTT refund 2 Thomas Lucas
201501220001850	1/22/15	request notice Nationstar
		<p>Nationstar's assignment of the 7/22/04 Hansen deed of trust from Bank of America to Nationstar, was recorded three months after BANA had no interest to assign on 12/1/14.</p> <p>Nationstar refused to respond in good faith to Tobin's interrogatories and requests for documents</p> <p>12/1/14 was executed by Nationstar's robo-signer in Nebraska and was rescinded by Nationstar's robo-signer in Texas on 2/25/19, and recorded on 3/8/19. Nationstar disclosed the rescission two weeks after the end of discovery on 3/12/19.</p> <p>Because the sale was void by reasons of fraud, unfairness and oppression, neither the 8/27/08 Hansen Trust's Deed nor the 7/22/04 Hansen Deed of Trust should have been extinguished by the fraudulent HOA sale.</p> <p>However, 4/18/19 order granted Nationstar's fraudulent 2/12/19 limited joinder to order that the HOA sale was valid to extinguish the owner's title rights, but it was not valid to extinguish Nationstar's rescinded 12/1/14 claim to be Bank of America's successor in interest.</p>
201412010000518	12/1/14	
2014090900000974	9/9/14	On 9/9/14, Bank of American recorded that it had assigned its interest in the Hansen deed of trust, if any, to Wells Fargo, effective 8/21/14, the day before the foreclosure deed was recorded.
201408220002548	8/22/14	DEED HOA foreclosure 2 opportunity homes
201405060004357	5/6/14	LIEN 2 nd garbage was recorded on 5/6/14 and released on 3/30/17
201402120001527	2/12/14	notice of 3/7/14 HOA sale
201309230001369	9/23/13	LIEN 1st garbage
201304080001087	4/8/13	default 2nd HOA notice of default.
201304030001569	4/3/13	notice of rescission of HOA 1st notice of default
201303120000847	3/12/13	default HOA 1st notice of default
201212140001338	12/14/12	LIEN \$ 925.76 when \$300 was due & owing
201204120001883	4/12/12	assignment mers 2 Bank of American by Bank of American
200808270003627	8/27/08	DEED Gordon Hansen B. Hansen Trust, dated 8/22/08, was recorded when the GBH Trust was created.

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		<p>Title was extinguished by the 8/22/14 recording of a foreclosure deed as was the 7/22/04 Hansen deed of trust.</p> <p>Neither the 8/27/08 Hansen Trust's Deed nor the 7/22/04 Hansen Deed of Trust should have been extinguished by the fraudulent HOA sale.</p> <p>The 4/18/19 order granted Nationstar's fraudulent 2/12/19 limited joinder to order that the HOA sale was valid to extinguish the owner's title rights, but it was not valid to extinguish Nationstar's rescinded 12/1/14 claim to be Bank of America's successor in interest.</p>
200705100001127	5/10/07	DEED of trust 2 nd open ended DEED of trust by Wells Fargo 2 Gordon Hansen, recorded on 5/10/07, was released on 3/30/17
200409010007297	9/1/04	Declaration of Homestead by Gordon B. Hansen, an unmarried man
200408310007563	8/31/04	Sub trustee/reconveyance of paid in full 7/31/03 DEED of trust Gordon & Marilyn Hansen_\$310,600 1st dot assigned 2 Washington Mutual by City First Mortgage 7/31/03 lien was released on 8/31//04.
200408170002284	8/17/04	Reconveyance of 11/20/03 Wells Fargo \$55,000 2nd DOT To Hansen . The 11/20/03 lien was released on 8/17/04
200407220003507	7/22/04	<p>DEED OF TRUST is the disputed Hansen DOT.</p> <p>Nationstar disclosed the Hansen deed of trust and the Planned Unit Development Rider as NSM 141-162 \$436,000 loaned on 7/15/04 Due in full on 8/1/2034 Borrower: Gordon B. Hansen, an unmarried man Lender: Western Thrift & loan Trustee: Joan H. Anderson <u>PUD rider remedies f.</u> that lenders are contractually authorized <u>only</u> to add delinquent HOA assessments to the outstanding loan balance and add interest at the note rate (here 6.25%). Lenders are prohibited from using the tender of delinquent assessments, rejected or not, as a de facto foreclosure without due process.</p> <p>Nationstar disclosed the PUD Rider Remedies section was disclosed as NSM 160 so ignorance cannot be an excuse.</p> <p>Nationstar disclosed that it does not hold the original note by disclosing a copy as NSM 158-160.</p>

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		<p>NSM’s copy of the note shows Nationstar, Wells Fargo and bank of Amercia are not in the chain of title of endorsements.</p> <p>All recorded assignments of the Hansen DEED of trust that culminated in Nationstar reconveying the Hansen DEED of trust to Joel stoke, an individual, on 6/3/19, were false claims to title in the meaning of NRS 205.395.</p> <p>National banking associations’ corrupt business practices were revealed in 12/7/20 national settlement agreement and consent order, its 8/17/18 settlement and release, the 2012 National Mortgage Settlement and consent judgment for Bank of America, the 2012 National Mortgage Settlement and consent judgment for Wells Fargo.</p> <p>Violations of NRS 205.395, NRS 207.360, and other statutes in this particular case are documented in 11/10/20 complaint to the Nevada Attorney General (See TOC of AG exhibits), 12/16/20 complaint to the Mortgage Servicing Division (See TOC 12/16/20 complaint), NCJD 2021-026,</p>
200406110005547	6/11/04	DEED
200311200004030	11/20/03	DEED of trust \$55,000 Wells Fargo 2 nd deed of trust to Gordon & Marilyn Hansen
200309100000588	9/10/03	DEED of trust assign 7/31/03 dot city first mortgage 2 washington mutual
200307310004444	7/31/03	DEED of trust_Gordon & marilyn Hansen_\$310,600 1st dot from city first mortgage
		<p>power of attorney Marilyn 2 Gordon Hansen</p> <p><i>“limited to executing loan documents for purchase of home located at 2763 white sage...power of attorney is null & void after execution.”</i></p> <p>Marilyn 2 Gordon Hansen Power of Attorney is the only recorded power of attorney in this property record from 2003 to the present.</p> <p>Nationstar did not record Power of Attorneys for the claims NSM recorded as “attorney-in-fact” on 12/1/14 (Bank of American), 8/17/15 (Wells Fargo), 3/8/19 (Bank of American), 3/8/19 (Wells Fargo) or 6/3/19 (American trustee servicing solutions)</p>
200307310004443	7/31/03	
200307310004442	7/31/03	DEED Del Webb 2 Marilyn & Gordon Hansen
200307310004441	7/31/03	Notice

Exhibit 2

Exhibit 2 – the sale was void for rejection of assessments.

182. The HOA sale was void as payments and tenders after 7/1/12 were rejected, misappropriated, misrepresented and/or concealed. Default did not occur as described in the 3/12/13 Notice of default or as recited in the 8/22/14 foreclosure deed.

183. Tobin paid Hansen assessments through 9/30/12 by checks 112, 127, & 143.

184. The rejected Miles Bauer tender of \$825 cured the default of the nine months assessments then delinquent and paid assessments from 10/1/12 through 6/30/13.

185. NSM's 5/28/14 offer to pay one year of assessments should have been paid through escrow to close the 5/8/14 \$367,500 www.auction.com sale to high bidder MZK properties and prevent the 8/15/14 HOA sale.

186. 8/22/14 Foreclosure deed improperly relied on the rescinded 3/12/13 NODES.

Exhibit 3

Exhibit 3 The alleged default was cured three times,

1. The Default was cured three times, but RRFS kept pursuing the predatory path to unwarranted, unjustly profitable foreclosure. See Exhibit 3.
2. First cure of the default was on 10/18/12 when RRFS applied \$300 check 143 to pay the \$275 quarterly assessments due for the 7/1/12 to 9/30/12.
3. Figure below found in [RRFS 402](#) and SCA 618 both show assessments were paid until 9/30/12.
4. The default was cured a second time in 2013, but for RRFS' misconduct.
5. RRFS fraudulently, covertly rejected the \$825 Miles Bauer check, dated 5/8/13, intended to pay the \$825 then delinquent for the quarters from 10/1/12 to 6/30/13.
6. RRFS concealed the rejection from all interested parties, including the owner and the HOA Board.
7. RRFS conspired with others to conceal this \$825 tender as all conspirators knew that the PUD Rider Remedies Section F., disclosed as [NSM 160](#), that lenders are contractually authorized only to add delinquent HOA assessments to the outstanding loan balance and add interest at the note rate (here 6.25%). Lenders are prohibited from using the tender of delinquent assessments, rejected or not, as a de facto foreclosure without due process.

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

Initials: TSK

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01
© 1999-2002 Online Documents, Inc. Page 2 of 3 FS150RLU 0205
07-14-2004 15:01

4 8.

5
6 9. The default was cured a third time by the 5/28/14 \$1,110 offer of one year assessments,
7 \$275 over the super-priority.

8 10. RRFS fraudulently covertly rejected the offer, made to close escrow on the 5/25/14
9 auction.com sale, was disclosed as [SCA 302](#) and [RRFS 119](#).

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808634

Printable Message

Close

Property: 2763 WHITE SAGE DR
 HENDERSON NV, 89052

Subject: HOA

Body: Hello, please be advised the max I will be able to pay the HOA is \$1,100. ✖

Attachment(s): No Attachment

Created By/Date: DURAN, VERONICA - 05/28/2014 09:29:38

Notification From: VERONICA.DURAN@NATIONSTARMAIL.COM

Notification To: CLEIDY21@AOL.COM

As the Equator Workstation is a technology platform utilized by third parties (including Servicers, agents, vendors, buyers, sellers, brokers, et al.) to communicate and manage the process related to Servicer properties, please be advised that Equator is not a party to any transactions that take place, is not responsible for, nor does it have any control over, the content or messages being sent through its platform and hereby disclaims all liability related to such transactions, content or messages.

NSM did not disclose having made the offer in SCA 302. NSM did not rely on it in its 2/12/19 Join to SCA MSJ or in its 1/11/16 COMP vs Op Homes, or its 6/2/16 AACC vs Jimijack or it 5/3/19 Join opposing MRCN. NSM did not reference it in its 3/21/19 MSJ against Jimijack.

This stunning deception by NSM provides strong evidence of NSM's perpetration of a fraud on this court. It is an abuse of this process for NSM to claim that the sale was valid for the sub-priority portion of the lien so it could get rid of me and make a deal with Jimijack.

11. https://agent.equator.com/index.cfm?event=property.print_note&property_id=13154351&n... 6/5/2014 SCA00030



Waiver or Reduction in Fees and Fines

June 9, 2014

RRFS # 808634

Address: 2763 White Sage Dr

Owner: Gordon B. Hansen Trust (Deceased)

RRFS Representative: Christie Marling

Dear Board

Red Rock Financial Services has received a request from the above referenced owner for a waiver or reduction in fees or fines. Please find below the following information: an account balance with a breakdown of that balance, details regarding the reason for the waiver or reduction request, and a section where you can let us know how you would like us to proceed. The account has been placed on hold pending your decision. Should you have any questions please feel free to contact the above mentioned representative at our office.

Account Balance Information					
Association Charges				Red Rock Charges	
Assessments	\$1,925.00	Interest	\$34.32	Collection Fees	\$3,037.64
Late Fees	\$425.00	Other	\$0.00		
Fines	\$0.00				
		Waiver Request (Items in Bold)	\$459.32		
		Current Balance Owed Association	\$2,384.32	Total Current Balance Owed	\$5,421.96
		Association Balance if Waiver Granted	\$1,925.00	Total Balance With Waiver	\$4,962.64

Reason for the Request

Board Decision

Please choose one of the following options. If you choose "Other" please detail how you would like us to proceed. As this account is currently on hold pending your decision we request a response as quickly as possible.

- Grant the full reduction requested in the amount of \$459.32
- Allow a partial reduction (please specify the amount)
- Other

Board Signature _____ Date _____

4775 W Teco Avenue, Suite 140 | Las Vegas, Nevada 89118 | 702-932-6887 **RRFS 000112**

187. Nationstar conspired with RRFS do worse this time, because it allowed Nationstar to steal the house from Nona Tobin.

188. RRFS concealed the rejection of Nationstar's 5/28/14 super-priority offer to close the MZK 5/8/14 auction.com sale from all interested parties, including the owner and the HOA Board, by misrepresenting Nationstar's \$1100 offer as an owner's request for waiver. SCA 295

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Exhibit 4

Exhibit 4 SCA Board did not authorize the sale by valid corporate action

189. All SCA Board decisions related to this foreclosure, and all other foreclosures done under SCA's statutory authority, were done in closed meetings that SCA owners could not attend.

190. See "SCA Board secretly sold a dozen houses in 2014 "

191. See post "SCA Board did not comply with HOA meeting laws"

192. NO SCA Board decisions were made in meetings with agendas, minutes or voting protocols compliant with NRS 116.31083, NRS 116.31085 or SCA bylaws 3.15 and 3.15A.

193. See "Links to 2013-2014 SCA BOD agendas & minutes"

194. See 11/15/12 NRED Advisory Opinion re Executive Session Agendas.

195. See also 5/12/17 SCA attorney opinion or voidable corporate actions

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Exhibit 4

Exhibit 5

Exhibit 5

Exhibit 5 Required notices were not provided, but records were falsified

196. No quarterly delinquency reports were presented to the SCA Board and membership in 2012-2014 as FSR was mandated to do by SCA bylaws 3.21(f)(v).

197. No quarterly assessment statements were sent to SCA owners after 1/31/12 with no explanation for suddenly stopping the normal routine banking practice of providing periodic statements.

198. No notice of sale was in effect when the 8/15/14 sale was held as the Ombudsman logged it was notified that the 2/12/14 published notice of a 3/7/14 sale, and the sale postponed to 5/15/14, were both cancelled effective 5/15/14.

199. The Ombudsman notice of sale compliance record, authenticated in the figure below, has been filed into the prior court record on, including but not limited to, these dates: 9/23/16, 11/15/16, 1/31/17, 2/1/17, 11/30/18, 3/5/19, 4/10/19, 4/17/19, 4/24/19, 5/23/19, and 8/7/19.

Compliance View Screen [update]				
Case	2014-659	Date Created	02/18/2014	Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy Compliance	191-13-811-052	Date Received	02/13/2014	
Status	NOS CLOSED	How Received	LETTER	
Respondent ID	271957	Receiving Board	RED	
Respondent Address	ESTATE OF GORDON B HANSEN, THE <input checked="" type="radio"/> Public <input type="radio"/> Mail ESTATE OF GORDON B HANSEN, THE 2763 WHITE SAGE DR HENDERSON, NV 89052	Receiving Profession		
Complainant ID	123186	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Received By	Bonnie Schmidt	
Comments:	R808634	Priority	SOUTH	
		Alleged Issues	OMB ADR - NRS 38 310(1)(a), DELINQUENT ASSESSMENTS	
		Case Nature	Chapter 38	

- Resolution
- Action Items
- Participants

Resolution [update]			
Field	Value	Field	Value
Department:	OMB - NOTICE OF SALE (NOS) PROCESS	Found Issues:	
Worker:	Bonnie Schmidt	Resolution:	• OMB NOS - CANCELLED (OWNER RETAINED)

Starting Effective Date: 04/08/2013
 Ending Effective Date: 05/15/2014
 Date Closed: 05/15/2014

Resolution Notes:

Action Items [add]									
Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User	
NOS - 4 TRUSTEE SALE CANCELLED	OMB - NOTICE OF SALE (NOS) PROCESS, Anne	More	05/15/2014	05/15/2014	05/15/2014	05/15/2014	06/02/2014	Anne Moore	
	Target: ESTATE OF GORDON B HANSEN, THE	Case Status: Status Changed To:	NOS CLOSED						
	Comments: 89052								
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	Target: ESTATE OF GORDON B HANSEN, THE	03/07/2014	03/07/2014	02/18/2014	02/18/2014	02/18/2014	BONNIE SCHMIDT	
	Case Status: Status Changed To:	PENDING NOS DATE OF SALE							
	Action Info:	EFFECTIVE DATE OF NOS	02/11/2014						
		DEFAULT LIEN DATE ON NOS	04/08/2013						
		FORECLOSURE DATE ON NOS	03/07/2014						
		AMOUNT OF NOS	5,081.45						
		APN ON NOS	191-13-811-052						
	Comments: 89052								

CERTIFIED
 This is a true and correct copy of the original which is on file at the Nevada Division of Real Estate.

 Carolyn Lewis
 Custodian of Records
 Date Certified 4/2/15

200. RRFs deleted from all its ledgers a \$400 waiver authorized on 3/27/14 by the HOA Board the is shown on page 6 of RRFs's response to Chicago Title. RRFs and Nationstar both concealed the 3/28/14 ledger for different fraudulent reasons of their own.



Red Rock Financial Services
Accounting Ledger
Information as of: March 28, 2014

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$4,962.64
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A. ;State of Nevada Ombudsman for Common-Interest Communities;REPUBLIC SERVICES

Posting	Description	Amount	Balance	Pmt Ref	Memo
2/11/2014	Notice of Sale	\$275.00	\$4,586.78		
2/11/2014	Publishing and Posting Costs	\$496.67	\$5,083.45		
2/11/2014	NOS Recording Costs	\$23.00	\$5,106.45		
3/28/2014	Late Fee Adjustment/Reduction	(\$400.00)	\$4,706.45		Per Board
3/28/2014	Interest Adjustment	(\$18.81)	\$4,687.64		Per Board
4/1/2014	Sun City Anthem QT Assmt	\$275.00	\$4,962.64		

3/28/14 Board apparently authorized a \$400 late fee adjustment in response to Leidy's 3/4/14 request disclosed in SCA 324.

There is no disclosure that informs Leidy of this \$400 reduction. The email on the top half of SCA 277 has been altered to look like notice to Leidy, but Leidy's 5/13/19 DECL claims this is false, that he received no ledgers from RRFS other than this 3/28/14 ledger that RRFS and SCA concealed in discovery.

201. RRFS and Nationstar both concealed SCA 302, the super-priority tender than was falsely portrayed as an owner request for waiver.

202. No notice of the 8/15/14 sale was provided to any party with a known interest - not the owner Tobin, the listing agent Leidy, the servicing bank Nationstar, SCA homeowners at large, any recent or pending bona fide purchasers, i.e., Blum who had an 8/4/14 \$358,800 offer pending, MZK properties high \$367,500 bidder at the 5/8/14 internet auction was rejected on 7/24/14, RRRI whose 2/25/14 \$340,000 cash offer had been rejected.

203. All of the facts listed above have been filed into the court record multiple times and supported by multiple declarations under penalty of perjury, e.g., Leidy 5/20/19 and 5/11/18 DECL.

Exhibit 6

Exhibit 6 SCA Board imposed ultimate sanction with NO due process

204. SCA Board's power to impose sanctions for any alleged infraction is constrained by NRS 116.3102(m) and NRS 116.31031.

205. SCA Board imposed the ultimate sanction of selling the owner's property, without following the steps delineated in NRS 116.31031., CC&Rs 7.4, and SCA bylaws 3.26, and 11/17/11 SCA Board Resolution Establishing the Governing document Enforcement Policy & Process

206. The Board's decision to impose the sanction was based solely on the allegations made by the financially-conflicted debt collector in closed meetings without providing the owner notice, an opportunity to defend, or appeal. See also NRS 116.31085.

207. Attorneys at Koch & Scow conspired with David Ochoa of Lipson Neilson for Sun City Anthem, and others to conceal that Red Rock conducted secret sales of at least a dozen Sun City Anthem properties in 2014 without any authorization by the HOA Board in a meeting compliant with NRS 116.31083 or NRS 116.31085 or SCA bylaws 3.15 and 3.16.

Exhibit 6

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Exhibit 7

Exhibit 7

Exhibit 7

Exhibit 7 Neither BANA nor NSM ever owned the disputed DOT

208. Bank of America never was the beneficiary of the Hansen deed of trust, but
209. committed mortgage servicing fraud,
210. refused to let two fair market value sales close escrow,
211. refused to take the title on a deed in lieu, took possession without foreclosing, and
212. used attorney Rock K. Jung to covertly tender delinquent assessments of \$825 when \$825 was due immediately before escrow was given instructions to pay \$3,055.47 to the HOA to close the Mazzeo \$395,000 sale,
213. attempted to circumvent the owner's rights under the PUD Rider remedies (f) to confiscate her property without foreclosing. is no notary record of BANA's 4/12/12 recorded claim to own the DOT. See 2/5/19 CA SOS notary complaint.
214. BANA admitted on 10/30/12 that it was the servicing bank and claimed that Wells Fargo was the note holder. See BANA 10/30/12 letter to Hansen estate.
215. See "Doug Proudfit 5/20/19 DECL"
216. See NSM 160 PUD Rider Remedies
217. BANA took possession of the property during Tobin's failed attempt to get BANA to take the title on a "deed in lieu". See 7/11/13 emails. See Tobin DIL notes. See 9/14/13 email. See 10/1/13 email
218. Wells Fargo did not claim to be the note holder and never claimed to hold the beneficial interest of the disputed DOT. See Wells Fargo's 10/29/12 approval of the Sparkman short sale.

1 219. NSM refused to disclose the name of the beneficiary prior to the sale. See 7/30/14 Tobin-
2 Leidy emails.

3 220. NSM did not have a recorded claim to own the DOT before the 8/15/14 sale. See 12/1/14
4 NSM recorded claim that BANA had assigned its interest to NSM three months after BANA
5 assigned its interest, if any, to Wells Fargo. See 9/9/14 recorded BANA to Wells Fargo
6 assignment

7 221. NSM recorded a rescission of its worthless 12/1/14 claim on 3/8/19, a week after the
8 2/28/19 end of discovery. See 9/13/18 ORSNJC

9 222. On 2/25/19, recorded on 3/8/19, NSM executed an assignment of the DOT from Wells
10 Fargo to itself without disclosing a valid power of attorney. See NSM 412-413 disclosed on
11 3/12/19.

12 223. No financial institution holds Hansen's 7/15/04 original promissory note. See NSM's
13 disclosed COPY of the Hansen note (NSM 258-260).

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Exhibit 8

Exhibit 8

Exhibit 8

Exhibit 8 Examples of RRFS corrupt business practices

224. Many examples of RRFS's corrupt business practices exist of keeping fraudulent books, scrubbing page numbers from ledgers, combined unrelated documents to rewrite history, scrubbing dates from emails, not documenting Board actions, and much more. **See Exhibit 8.**

225. The figure below shows that each page of the real HOA ownership record for the subject property, the Resident Transaction Report, is uniquely numbered. The page number can't be changed, but as RRFS shows us, it can be scrubbed.

226. In SCA's and RRFS's disclosures of the Resident transaction report, ALL the page numbers were scrubbed.

227. SCA and RRFS concealed Pages 1336 and 1337 in discovery because RRFS falsified the records to evade detection of their foul play

228. RRFS 190 and RRFS 083 are two examples of what RRFS disclosed for page 1336

04/01/2016 11:44:10 AM

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

Building: 0002 SCA Big Sky
 2450 Hampton Rd

 Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
	Unit Address				Bill Address			
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
		Charge	12/31/2013	LF	Late Fees		25.00	1,793.81
		Credit	12/31/2013	LF	Reverse LF		-25.00	1,768.81
		Charge	01/01/2014	SQA	Sun City Anthem QT Asm		275.00	2,043.81
		Charge	01/30/2014	LF	Late Fees		25.00	2,068.81
		Charge	03/30/2014	INT	Interest		07.15	2,075.96
		Charge	04/01/2014	SQA	Sun City Anthem QT Asm		275.00	2,350.96
		Charge	04/30/2014	LF	Late Fees		25.00	2,375.96
		Charge	05/30/2014	INT	Interest		08.36	2,384.32
		Charge	06/30/2014	INT	Interest		08.36	2,392.68
		Charge	07/01/2014	SQA	Sun City Anthem QT Asm		275.00	2,667.68
		Charge	07/30/2014	LF	Late Fees		25.00	2,692.68
		Charge	08/27/2014	INT	RRFS INT 7/14		08.36	2,701.04
		Pay	08/27/2014		Collection Payment PIF	082114	-2,701.04	00.00
		Charge	08/29/2014	FINE	Landscape Maint.		25.00	25.00
		Charge	08/30/2014	INT	Interest		09.57	34.57
		Credit	08/30/2014	INT	REV 08/14 INT		-09.57	25.00
		Charge	09/05/2014	FINE	Landscape Maint		25.00	50.00
		Charge	09/12/2014	FINE	Landscape Maint		25.00	75.00
		Charge	09/23/2014	FINE	Landscape Maint. 9,19.1		25.00	100.00
		Credit	09/25/2014	FINE	Trasfr 8/29 - 9/23/14 FI		-25.00	75.00
		Credit	09/25/2014	FINE	Trasfr 8/29 - 9/23/14 FI		-25.00	50.00
		Credit	09/25/2014	FINE	Trasfr 8/29 - 9/23/14 FI		-25.00	25.00
		Credit	09/25/2014	FINE	Trasfr 8/29 - 9/23/14 FI		-25.00	00.00
							Res Balance	00.00

Page: 1336

229. The figure above was provided to Nona Tobin on or about 5/9/16 by an IT transition employee in response to a records request to HOA community manager Lori Martin.

02/11/2014 8:25:18 AM

Resident Transaction Report SUCI Sun City Anthem Community Association Date: 01/01/2001 - 02/11/2014
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Building: 0002 SCA Big Sky
2450 Hampton Rd
Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:	AC			Effective Date: 09/13/2012			
		Charge	12/31/2013	LF	Late Fees		25.00	1,793.81
		Credit	12/31/2013	LF	Reverse LF		-25.00	1,768.81
		Charge	01/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,043.81
							Res Balance	2,043.81

Page: 3

RRFS 000190

230. The figure above shows that RRFS 190 has scrubbed Page number 1336.

231. RRFS 083 is FSR dba RRFS's final accounting on behalf of the HOA as of 8/15/14, the alleged day of the sale with no indication of any payment to the HOA and no page number 1336.

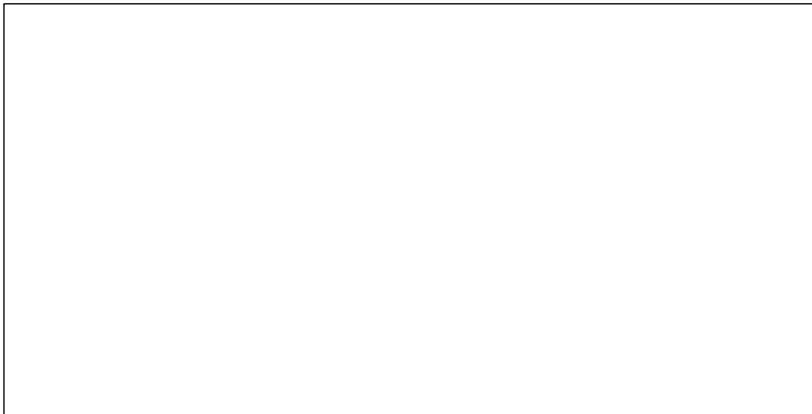
08/15/2014 9:34:02 AM

<p align="center">Resident Transaction Report SUCI Sun City Anthem Community Association Date: 01/01/2001 - 08/15/2014</p>
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Building: 0002 SCA Big Sky
2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code	Desc	Check No	Amount	Balance
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052					2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:	AC				Effective Date: 09/13/2012			
		Charge	12/31/2013	LF		Late Fees		25.00	1,793.81
		Credit	12/31/2013	LF		Reverse LF		-25.00	1,768.81
		Charge	01/01/2014	SQA		Sun City Anthem QT Assm		275.00	2,043.81
		Charge	01/30/2014	LF		Late Fees		25.00	2,068.81
		Charge	03/30/2014	INT		Interest		07.15	2,075.96
		Charge	04/01/2014	SQA		Sun City Anthem QT Assm		275.00	2,350.96
		Charge	04/30/2014	LF		Late Fees		25.00	2,375.96
		Charge	05/30/2014	INT		Interest		08.36	2,384.32
		Charge	06/30/2014	INT		Interest		08.36	2,392.68
		Charge	07/01/2014	SQA		Sun City Anthem QT Assm		275.00	2,667.68
		Charge	07/30/2014	LF		Late Fees		25.00	2,692.68
								Res Balance	2,692.68



232. RRFS 083 in the figure above is FSR dba RRFS's disclosure of Page 1336, alleging to be the final accounting, as of 8/15/14, the day of the alleged sale, on behalf of the HOA with no indication of any payment to the HOA and no page number 1336.

1 233. RRFS 083 account does not match the 2014 account that was found on page 6 of RRFS's
2 concealed 3/28/14 pay off demand.

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Exhibit 9

Exhibit 9

Exhibit 9

Exhibit 9 Attorneys' lack of candor to the tribunal

234. All opposing counsels in all the litigation over the title to this one property made misrepresentations in their court filings and made oral misstatements of materials facts and law at hearings. See **Exhibit 9**.

235. Brody Wight (NV Bar #13615) and/or Steven Scow (NV Bar #9906) for Red Rock Financial Services, a partnership (EIN 88-058132) conspired with, or acted in concert with, Joseph Hong (NV Bar #5595) for Joel A. Stokes, Joel & Sandra Stokes as trustees for Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust; Brittany Wood (NV Bar #7562) of Maurice Wood (NV Bar #6412) for Brian and Debora Chiesi and (maybe) Quicken Loans; and Donna Wittig (NV Bar #11015) and/or Melanie Morgan (NV Bar #8215), of Akerman LLP for Nationstar Mortgage LLC and/or dba Mr. Cooper to conceal and misrepresent material facts to the court that resulted in the obstruction of a fair adjudication of Nona Tobin's claims and to prevent ANY judicial scrutiny of the evidence.

236. Attorneys for Koch & Scow know that Nationstar's false and conflicting filed and recorded claim judicially estop Nationstar from claiming to own now, or to ever have owned the disputed Hansen deed of trust, but have conspired with attorneys from Akerman LLP, Wright, Finley, Zak LLP to conceal it and support them in their fraudulent claims with the quid pro quo being that Koch & Scow gets to keep more of the undistributed proceeds for keeping the devil's bargain.

1 237. Nona Tobin published warnings and filed administrative complaints about opposing
2 parties and their role in a massive HOA foreclosure scam that has been used to mask mortgage
3 servicing fraud on 3/14/19, 11/10/19, 12/16/20, and other dates that have heretofore been ignored
4 by enforcement authorities and will be filed into this case as a Request for Judicial Notice.

5 238. “210116 We can learn a lot from this Spanish Trail HOA case” is one of Nona Tobin’s
6 attempts to get law enforcement officials to address RRFS’s, Nationstar’s and others’ criminal
7 misconduct.

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Exhibit 10

Exhibit 10

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Exhibit 10

Exhibit 10 the proceeds of the sale were not distributed pursuant to NRS

116.31164(3) (2013)

239. The proceeds of the sale were not distributed in 2014 and RRFS's complaint for interpleader in 2021 was filed in bad faith. See **Exhibit 10**.

240. Koch & Scow unlawfully retained the proceeds of this HOA foreclosure in the Red Rock Financial Services Trust account when the Sun City Anthem bylaws 3.20 and 3.18 explicitly prohibit any funds that are collected for the benefit of Sun City Anthem to be under the proprietary control of anyone other than the HOA Board of Directors. Steven Scow deceptively disclosed a \$57,282.32 check for this property

241. Koch & Scow refused to interplead the proceeds of the disputed 8/15/14 HOA foreclosure sale when I attempted to make a claim in September 2014 and then acted in bad faith in multiple ways to cover up the actual criminality involved in this.

242. Au contraire. On 8/27/14, RRFS paid the HOA, allegedly IN FULL, a whopping \$2,701.04, identified as "collection payment PIF" which brought the HOA's Resident Transaction Report account for Gordon Hansen to a zero balance.

243. RRFS kept \$60,399.96, \$57,282.32 of which was identified by RRFS as "excess proceeds", but all of which remains in the RRFS Trust fund account under the total, exclusive, unsupervised, unaudited and unauthorized proprietary control of Steven Scow.

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Exhibit 11

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Exhibit 11

Exhibit 11 RRFS's fraud, oppression & unfairness

245. RRFS concealed the 4/27/12 debt collection contract that requires RRFS to indemnify the HOA and has been unjustly enriched thereby well over \$100,000 in fees and considerably more in undistributed proceeds. RRFS did not participate in NRS 38.310 mediation in good faith. See **Exhibit 11**.

246. Steven Scow did not participate in mediation in good faith pursuant to NRS 38.310 and knowingly misrepresented the law in his response to Nona Tobin's 8/20/18 claim.

247. The 7/26/19 NOTC notice of Nona Tobin's and the Gordon B. Hansen Trust's completion of mediation shows that RRFS LLC, Joel Just, President of RRFS, a partnership (EIN 88-0358132), Steven Parker, President of FirstService Residential, Nevada (LLC3280-1996) were named as respondents', but did not respond.

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>)

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, partner # 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

248. Steven Scow appeared but did not disclose who he was actually representing and did not participate in the mediation in good faith.

249. The figure below is from page 20 of the stricken 7/26/19 NOTC.

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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.

250. Scow's only response to the complaint for mediation was the knowingly false statement that the unjust enrichment claim was time-barred by a three-year statute of limitations rather than addressing why he unlawfully retained the proceeds of this and other Sun City Anthem foreclosures.

251. The figure below is an excerpt from page 21 of the stricken NOTC. Please note the word "no" needs to be added to the final sentence:

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*“I also hope it convinces the SCA attorney there is **NO** benefit for his client, SCA, if he fails to require RRFS to pay the litigation costs in all seven cases that were caused by RRFS’ method of conducting foreclosures in 2014.”*

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, (<i>SCA paid \$55K to settle in 2017</i>)
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

252. Sun City Anthem attorneys have still not enforced the 4/27/12 RRFS-SCA debt collection contract indemnification clause that required RRFS to pay those litigation costs.

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

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Exhibit 12

Exhibit 12

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Exhibit 12

Exhibit 12 attorney interference in the administration of justice

254. In case A-19-799890-C, Brody Wight knowingly filed a motion to dismiss Nona Tobin’s claims pursuant to NRCPP (b)(5) and NRCPP (b)(6) that was totally unwarranted, harassing, disruptive of the administration of justice, not supported by facts or law, and filed solely for the improper purpose of preventing discovery of the crimes of his law firm and its clients. See **Exhibit 12.**

255. Instead of properly communicating with counsel for Nona Tobin regarding factual misrepresentations in the drafted order, Brody Wight ignored eight pages of written objections to the duplicitous wording of the order as drafted by Koch & Scow.

256. Note on the last line of page 1 of Tobin’s eight pages of objections that the page number of the 4/27/17 transcript wherein Judge Kushner reaffirmed Nona Tobin’s standing as an individual party was inadvertently omitted in the letter.

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October 27, 2020

Via Email Only:

David Koch – dkoch@kochscow.com
Brody Wight – bwight@kochscow.com
Daniel Scow – dscow@kochscow.com
Steven Scow – sscow@kochscow.com
Donna Wittig – donna.wittig@akerman.com
Melanie Morgan – Melanie.morgan@akerman.com
Joseph Hong – yosuphonglaw@gmail.com
Brittany Wood – bwood@mauricewood.com

Re: Tobin v. Chiesi, et al
Case No.: A-19-799890-C

Dear Counsel:

Please see below Nona Tobin’s comments and objections to the Order:

1. On January 31, 2017, Tobin, in her capacity as the trustee of the Gordon B. Hansen Trust (the “Trust”), filed a Cross-claim against the Sun City Anthem Community Association (the “HOA”) in District Court Case No. A-15-720032-C (the “Previous Case” or “Previous Action”) claiming the HOA, through its collection agent Red Rock, wrongfully foreclosed on a residence owned by the Trust and located at 2763 White Sage Drive, Henderson, Nevada 89052 (the “Property”) on August 15, 2014.

Claims were brought in both capacities as Trustee and an Individual. The proposed pleadings attached to the 11/15/16 Motion to Intervene, the 12/20/16 hearing minutes & Recorder’s Transcript Tobin as filing as an individual beneficiary & Gordon B. Hansen Trust, trustee. Her acceptance as an individual party was reaffirmed at a hearing on 4/27/17 See Recorder’s Transcript Page.

2. In that same litigation, Tobin brought claims against the Jimijack Defendants as successors in interest to the party that purchased the Property at the foreclosure.

Page 1 of 8

257. Since Koch & Scow did not make any attempt to ascertain the true facts of Nona Tobin’s standing to assert an NRS 40.010 quiet title claim as an individual, the relevant pages from the 4/27/17 hearing transcript are shown in the screenshots below.

258. Page 12 of the 4/27/17 transcript, lines 11-25

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

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

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

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

259. Figure below is 4/27/17 hearing transcript Page 13, lines 1 – 18

1 without prejudice.
2 So what that means is, I'm going to -- once we
3 finish with the rest of the JimiJack, we address this case,
4 we're going to then set a hearing 15 days out to see a Status
5 Check on corporate counsel. If there is not corporate counsel
6 for the Trustee role, okay, counsel for the movant is correct
7 that, you know, you cannot represent a Trust in an individual
8 capacity under EDCR 7.42; okay?
9 So in that regard, I'm going to do a Status Check on
10 corporate counsel. I'm going to defer the portion of the
11 ruling with regards to the Trustee, for that 15 days, and if
12 we don't have corporate counsel, then I'll tell you that in
13 accordance with their motion, it'd be appropriate to dismiss
14 the Trustee role, you as a Trustee role, okay?
15 But I've denied it without prejudice, of you as an
16 individual. And in so doing the Court takes no position as to
17 the underlying merits. The Court can only rule in the narrow
18 scope of a 12(b) motion, which is what this is.

1 260. Koch & Scow ignored eight single-spaced pages of evidence-backed objections and filed
2 the order exactly as drafted for the sole purpose of obstructing judicial scrutiny of the evidence
3 against the Koch & Scow law firm and preventing Tobin's piercing the corporate veil from the
4 Koch & Scow clients.

5 261. Nona Tobin was forced to appeal this totally improper 12/3/20 order of dismissal with
6 prejudice and the expungement of three of Nona Tobin's lis pendens in case 82294 due to the
7 misconduct of the Koch & Scow attorneys.

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Exhibit 13

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Exhibit 13

Exhibit 13 lack of professional ethics and good faith

262. None of the opposing counsels have acted in good faith in compliance with the ethic standard of their profession. All have failed in their duty of candor to the court, wasted millions of dollars in judicial resources, and have engaged in criminal conduct to further the criminal conduct of their clients. See **Exhibit 13**.

263. When the three appeals that resulted from Koch & Scow's and the other attorneys' duplicity (82294, 82234, 82094) were combined and submitted to mediation, Koch & Scow for RRFS, and the other opposing counsels – Brittany Wood for Quicken Loans, Brian Chiesi and Debora Chiesi; Joseph Hong for Joel A. Stokes, an individual, and Joel and Sandra Stokes as trustees of Jimijack Irrevocable Trust; and Donna Wittig for Nationstar Mortgage LLC did not participate in good faith and predictably mediation failed.

264. Koch & Scow is responsible for the waste of judicial resources and the obstruction of the administration of justice in case 82294.

265. Joseph Hong, Akerman attorneys for Nationstar, and Lipson Neilson attorneys for Sun City Anthem are responsible for the waste of judicial resources in the appeal 79295 and the obstruction of the administration of justice in case A-15-720032-C by virtue of their defiance of NRCP 11 (b)(1)(2)(3)(4), Nevada Rules of Professional Conduct 3.3 (candor to the tribunal), 3.4 (fairness to opposing counsel), 3.5A (relations with opposing counsel), 4.1 (truthfulness in

1 statements to others), 4.4 (respect for the rights of third persons) and ABA (1992) Standards for
2 Imposing Lawyer Sanctions 6.1 (False statements, fraud, and misrepresentation).

3 266. Joseph Hong and Akerman attorneys for Nationstar are additionally culpable for their
4 improper ex parte communications with Judge Kishner on 4/23/19 in defiance of ABA (1992)
5 Standards for Imposing Lawyer Sanctions 6.1 (False statements, fraud, and misrepresentation)
6 and 6.31(b).

7 **(b) makes an ex parte communication with a judge or juror with intent to affect the**
8 **outcome of the proceeding, and causes serious or potentially serious injury to a**
9 **party, or causes significant or potentially significant interference with the outcome**
10 **of the legal proceeding; or**

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Exhibit 14

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Exhibit 14

Exhibit 14 Presented false evidence to cover up crime

267. Answering the allegations contained in paragraph 1, Nona Tobin denies the allegations, allowing the documents to speak for themselves.

268. FirstService Residential, Nevada, LLC (FSR) fka RMI Management, LLC was Sun City Anthem's community association manager during all times relevant. Simultaneously, FSR held the [NRS 649](#) debt collector license, and did business as Red Rock Financial Services, a partnership (EIN 88-058132) with undisclosed partners. FSR and RMI had separate contracts for management for the HOA in 2010 and 2014.

269. The HOA's debt collection contracts were with Red Rock Financial Services without disclosure of the financial entanglement of the community manager whose license is controlled by NRS 116A and NAC 116A and the debt collector whose license is controlled by NRS 649.

270. In the prior proceedings, [A-15-720032-C](#), Nona Tobin requested all relevant management and debt collection contracts between the HOA and its managers and debt collectors in the prior proceedings by a 2/4/19 subpoena, served on Steven Scow, Koch & Scow, LLC.

271. The contracts RRFS withheld in its response (RRFS 001-425) to Nona Tobin's 2/4/19 subpoena are:

272. 1) 2010 RMI management contract,

1 273. 2) 2014 FSR management contract and
2 274. 3) 2012 RRFS debt collection agreement.
3 275. Sun City Anthem attorneys, for unknown reasons, aided and abetted the Plaintiffs
4 fraudulent concealment when it disclosed the detrimental-to-the-HOA-beneficial-to-RRFS 2007
5 debt collection agreement.
6 276. The 2007 RRFS-SCA debt collection agreement lacks the 2012 requirement that RRFS
7 indemnify and hold the HOA, and its members, harmless if proceedings are brought against the
8 HOA due to allegations that RRFS negligently or willfully violated any law or regulation which
9 is exactly what Nona Tobin alleges.
10 277. The 2007 contract was disclosed by the HOA attorneys as SCA 164-167, but was also
11 withheld by Steven Scow who concealed all contracts his various unidentifiable clients had with
12 Sun City Anthem in his subpoena response. (RRFS 001-425).
13 278. Attorneys at Koch & Scow knew that Red Rock Financial Services had conducted a
14 unfair, unnoticed and fraudulent sale and provided false evidence (RRFS 001-425) in response
15 to Nona Tobin's 2/4/19 subpoena to cover it up.
16 279. Attorneys at Koch & Scow knew that the Red Rock Foreclosure file (RRFS 001-425)
17 Steven Scow provided in response to subpoena was incomplete, inaccurate, and contained
18 falsified documents and conspired with attorneys for Nationstar, for the HOA's errors &
19 omissions insurance policy, for Sun City Anthem and others to conceal or to misrepresent the
20 true facts of how the HOA sale was conducted, where the money came from and where the
21 money went.
22 280. Some examples of documents disclosed, concealed, falsified or misrepresented, include:
23
24

1 281. Nationstar negotiator Veronica Duran's 5/28/14 Equator message to Craig Leidy saying
2 she was authorized to offer \$1100 to the HOA was disclosed as (SCA 302)

3 282. Nationstar did not admit it knew that RRFs had rejected its 5/28/14 super-priority offer
4 that prevented the escrow of the MZK 5/8/14 \$367,500 sale from closing.

5 BERKSHIRE
6 HATHAWAY
HomeServices
Nevada Properties

7 **ADDENDUM NO. 2**
8 **TO PURCHASE AGREEMENT**



9 In reference to the Purchase Agreement executed by MZK Residential, LLC
10 as Buyer(s) and Estate of Gordon B Hansen
11 as Seller(s), dated May 8, 2014
12 covering the real property at 2763 White Sage Dr, Henderson, NV 89052
13 , the Buyer Seller hereby proposes that the Purchase
14 Agreement be amended as follows:

- 15 1. Escrow is hereby instructed to cancel the escrow of the above
16 name property due to Beneficiary's non approval of terms of this
17 short sale.
18 2. It is mutually agreed that all funds deposited by the buyer
19 regarding this escrow are to be returned to the buyer.

20 **ADDITIONAL PAGE(S) ATTACHED.** This Addendum is not complete without the
21 additional terms on the attached _____ page(s).

22 When executed by both parties, this Addendum is made an integral part of the aforementioned
23 Purchase Agreement.

24 **WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT
FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL
COUNSEL BEFORE SIGNING.**

None Robin, Successor Trustee
Gordon B. Hansen Trust 7/25/14
 Buyer Seller Date
Estate of Gordon B Hansen

283. Nationstar in concerted action, and/or by direct conspiracy, allowed SCA/RRFS to lie
about it and call it an owner request for waiver or Leidy asking for “thousands of dollars of
reductions” that the board approved (SCA 276) and falsely claim that Leidy was informed (SCA
277 is fraudulently doctored)

1 284. NSM concealed all of the Equator records (and other records to which Tobin is entitled)
2 requested in discovery that would have shown the exact nature of its communications with Red
3 Rock about the HOA sale and how the \$100 tender was rejected. (2/21/19 RESP to RFDs) See also
4 NSM's 2/21/19 RESP 2 ROGs.

5
6 285. SCA attorney Ochoa claimed in his 8/9/19 AFFD for attorney fees (page 35 of 53) that
7 he prepared RFDs, ROGs, and RFAs for NSM on 8/8/18, but no SCA to NSM RFDs, ROGs, or
8 RFAs were served on the parties, and no NSM RESP to SCA ROGs, RFDs, or RFAs were ever
9 served through the NVefile system.

10 286. SCA/RRFS/NSM concealed in discovery the 3/28/14 RRFS pay off demand to Chicago Title
11 which on page 6 includes a \$400 fee waiver approved by the HOA Board at its 3/27/19 meeting
12 that Leidy did request.

13 287. SCA concealed in discovery the requested board minutes where the HOA sale was
14 approved, because there are no minutes of any meeting at which the sale was approved. SCA
15 lied about the minutes being contained in SCA 644-654 in its 2/26/19 RESP to RFDs (page 7,
16 response 7), line 10). See also 2/27/19 RESP ROGs

17
18 **288.** SCA 315 claims that the sale was approved as item R-05-120513 at the 12/5/13 HOA
19 Board meeting is false and deliberately deceptive.

20 289. RRFS 047-048 is the 8/28/14 memo from RRFS agent Christie Marling to Steven Scow
21 requesting that he interplead the excess funds from the sale of 2763 White Sage and five other
22 properties

1 290. Attorneys at Koch & Scow conspired with David Ochoa of Lipson Neilson for Sun City
2 Anthem, and others to conceal the correct Sun City Anthem debt collection contract, dated
3 4/27/12, so that Red Rock or Koch & Scow, profited by the nonenforcement of the
4 indemnification clause related to at least eight Sun City Anthem foreclosures.

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Exhibit 15

Exhibit 15

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Exhibit 15

Exhibit 15 Civil Conspiracy to cover up racketeering warrants punitive damages

291. Plaintiff RRFS and Defendant Nationstar acted in concert or conspired to conceal and/or misrepresent material facts in multiple court filings and/or recorded documents that the demonstrably provable fact that Nationstar never owned the beneficial interest of the Hansen deed of trust and is judicially estopped, to claiming it has standing in this case or any of the prior proceedings.

292. Plaintiff RRFS knew Nationstar was not the beneficial owner of the Hansen deed of trust, and their conspiracy gives rise to treble damages pursuant to NRS 207.407

293. Nationstar conspired with Plaintiff RRFS to perpetrate a fraud on the court.

294. Plaintiff RRFS has knowingly and intentionally aided and abetted Defendant Nationstar's deception in this case since 2014.

295. Answering the allegations contained in paragraph 6 of the Complaint, Nona Tobin contends that the allegations in paragraphs are not factual statements, constitute statements of law, requiring no answer.

296. Answering the allegations contained in paragraph 7 of the Complaint, Nona Tobin denies the allegations contained therein as, upon information, and belief, Plaintiff knows, or should have known, that these allegations are false and Plaintiff has taken pains to obscure the

1 misappropriation of funds by the use of sham corporate entities and misrepresentation of agency
2 relationships.¹¹

3 Page 2, Paragraph 7

4 “Plaintiff is informed and believes, and thereon alleges, that each of the
5 defendants sued herein, including those named as DOES, are the agents, servants,
6 employees, predecessor entities, .successor entitles, parent entities, totally owned or
7 controlled entities, or had some legal relationship of responsibility for, the other
8 defendants, and in doing the things herein alleged, acted within the course and scope
9 and authority of such agency, employment, ownership or other relationship and with
10 the full knowledge and consent of the other defendants or are in some other manner
11 legally responsible for the acts as alleged herein.

12 Additionally, with respect to all corporate entity defendants, the officers and
13 directors of such entities ratified and affirmed all contracts of its employees, agents,
14 directors and/ or officers.”

15 297. Pages 2-3 1/31/17 (CRCM) of Nona Tobin’s and the Hansen Trust’s cross-claim vs Sun
16 City Anthem shows why the RRFS’ statement on page 2, paragraph 7, is deceptive.

17 298. Answering the allegations contained in paragraph 8 of the Complaint, Nona Tobin denies
18 the allegations contained therein for the reasons related to the improper contracts, the
19 unpierceable corporate veil, and the misappropriation of funds set forth in answering paragraph
20 1, and because the non-judicial foreclosure action was not properly conducted pursuant to Nevada
21 law or pursuant to the HOA’s governing documents.

22 299. Answering the allegations contained in paragraph 9, Nona Tobin denies the allegations
23 contained therein as RRFS knows that RRFS made no attempt to collect the debt from Nona
24 Tobin after 2/12/14 as there was no notice whatsoever from RRFS after that date. See 5/11/18
D. Craig Leidy declaration under penalty of perjury.

¹¹ Pages 1-3 of Nona Tobin’s 1/31/17 crossclaim vs. Sun City Anthem and DOES & ROEs identifies the HOA Agents as not being named because their corporate identities had been conflated to evade accountability for their misdeeds.

1 300. RRFS sold the property on 8/15/14 to a Realtor in the listing office for \$63,100 without
2 any public notice after RRFS **explicitly withheld ALL** notice of the sale from all parties with a
3 known interest, including those whom RRFS owed a contractual or statutory duty to inform after
4 Nona Tobin had already sold the property for \$367,500 on auction.com on 5/8/14.

5 301. Further, “RRFS’s efforts resulted in a foreclosure sale” is duplicitous in that RRFS
6 employed unfair and deceptive collection practices, conducted an unnecessary sale, that was
7 unauthorized by any official HOA Board vote, after RRFS knowingly misappropriated
8 payments, covertly rejecting two super-priority tenders, and falsified and concealed records to
9 cover it up.

10 302. Answering the allegations contained in paragraph 7 of the Complaint, Nona Tobin denies
11 the allegations contained therein as, upon information, and belief, Plaintiff knows that these
12 allegations are false as the liens and claims of all named defendants, except for Nona Tobin’s
13 3/28/17 deed, have been released, on 3/30/17,

14 “Records in Clark County, Nevada indicate that there are several potential liens and
15 other debts secured by the Subject Property belonging to the defendants in this
16 action.”

16 “RRFS believes these debts exceed the amount currently in the possession of
17 RRFS.”

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Exhibit 16

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Exhibit 16

Exhibit 16 Republic Services lien releases

303. Answering the allegations contained in paragraphs 4 of the Complaint, Nona Tobin, admits that Defendant Republic Services, Inc. is a Nevada corporation doing business in Clark County, but denies that Plaintiff acted in good faith when it named Republic Services, Inc as a defendant, and denies the allegations by allowing the documents to speak for themselves.

304. Steven Scow's 2/11/19 response to Nona Tobin's 2/4/19 subpoena provided two Republic Services liens and withheld both Republic's releases of their liens that occurred because RRFs's failed to distribute the proceeds within the three-year statute of limitations on enforcement of statutory liens.

305. The first Republic Services lien was recorded on 9/23/13 as instrument number 201309230001369.

306. Republic's first lien was identified as RRFs 185 in the subpoena response (RRFS 001-425).

307. Republic's release of its 9/23/13 lien was recorded on 3/30/17 as instrument 201703300003859.

308. There is no BATES number as the release of Republic's first lien was withheld in Steven Scow's response to Nona Tobin's subpoena.

1 309. The second Republic Services lien, recorded on 5/6/14 as instrument number
2 201405060004357 was identified as RRFS 070 in Steven Scow's response to Nona Tobin's
3 subpoena.

4 310. Republic's release of the 5/6/14 lien, recorded on 3/30/17 as instrument
5 201703300003860 has no BATES number as it was withheld in Steven Scow's response to Nona
6 Tobin's subpoena.

7 Exhibit 18 Answer to paragraph 4 – 6/3/19 Nationstar released the lien of the 7/22/04 Hansen
deed of trust.

8 311. On 6/3/19 Nationstar released the lien (instrument number 20190603-0001599) of the
9 Western Thrift & Loan deed of trust Gordon B. Hansen executed on 7/15/04 and was recorded
10 on 7/22/04 as instrument number 200407220003507.

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Exhibit 17

Exhibit 17

Exhibit 17

Exhibit 17 Nona Tobin's standing as an individual

[Links to pro se filings stricken in absentia](#) at ex parte 4/23/19 meeting of Melanie Morgan and Joseph Hong with Judge Kishner

¹ Nationstar attorneys deceived the court regarding Nona Tobin's standing to assert an NRS 40.010 claim as an individual holder of a 3/28/17 deed. NSM disclosed the 3/28/17 deed as [NSM 208-211](#). NSM named Tobin individually as a party in all the captions. NSM did not remove Nona Tobin as an individual party when reforming the caption on [3/7/19 NTSO](#) and [3/12/19 ANEO](#). Nationstar attorneys knew that Nona Tobin was a party with adverse interests and that to make a side deal with Jimjack in order to prevent Nationstar's and Tobin's adverse claims from being adjudicated was fraud.

312. Answering the allegations contained in paragraph 2 of the Complaint, Nona Tobin admits that she resides in Clark County, Nevada, but denies that she has a right to assert a claim solely in her capacity as a Trustee as Red Rock is obliquely implying. Nona Tobin admits she is a defendant here in two capacities:

313. 1) as the sole successor Trustee of the Gordon B. Hansen Trust, dated 8/22/08, that held title to the property by virtue of a deed recorded on 8/27/08, as instrument [200808270003627](#), until Red Rock wrongly foreclosed on it and caused a foreclosure deed containing false recitals to be recorded on 8/22/14 as instrument number [20014008220002548](#), and

314. 2) as NONA TOBIN, an individual, who became the successor in interest to the title claims of Gordon B. Hansen Trust, dated 8/22/08, when the Hansen Trust was **closed** pursuant to [NRS 163.187](#), on 3/28/17.

315. NONA TOBIN, an individual, has a deed to the subject property, recorded as instrument number 201703280001452, that transferred the Hansen Trust's sole remaining asset to its sole beneficiary NONA TOBIN, an Individual.

1 316. All parties to the prior proceedings knew, or should have known, that the interest of the
2 Hansen Trust was transferred by a valid recorded deed to Nona Tobin, an individual, on 3/28/17,
3 as Nationstar disclosed Nona Tobin, an individual's, recorded deed as NSM 208-211

4 317. Nationstar also disclosed with Nona Tobin's individual deed, the 3/31/17 recording of
5 Steve Hansen's 3/27/17 disclaimer of interest (NSM 212), that was recorded on 3/31/17.

6 318. Nationstar also disclosed the disclaimers of interest of Thomas Lucas, Opportunity
7 Homes LLC, Yuen K. Lee, and F. Bondurant, LLC with Nona Tobin's 3/28/17 deed as NSM
8 208-221.

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Exhibit 18

Exhibit 18

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Exhibit 18

Exhibit 18

Exhibit 18

Exhibit 18 – Relevant statutes and regulations

NRS 30.030 Scope. Courts of record within their respective jurisdictions shall have power to declare rights, status and other legal relations whether or not further relief is or could be claimed. No action or proceeding shall be open to objection on the ground that a declaratory judgment or decree is prayed for. The declaration may be either affirmative or negative in form and effect; and such declarations shall have the force and effect of a final judgment or decree.

¹NRS 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.

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.

NRS 38.310 Limitations on commencement of certain civil actions.

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

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

(b) The procedures used for increasing, decreasing or imposing additional assessments upon residential property, may be commenced in any court in this State unless the action has been submitted to mediation or, if the parties agree, has been referred to a program pursuant to the provisions of [NRS 38.300](#) to [38.360](#), inclusive, and, if the civil action concerns real estate within a planned community subject to the provisions of [chapter 116](#) of NRS or real estate within a condominium hotel subject to the provisions of [chapter 116B](#) of NRS, all administrative procedures specified in any covenants, conditions or restrictions applicable to the property or in any bylaws, rules and regulations of an association have been exhausted.

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

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¹ [NRS 116.31164 \(3\) \(2013\)](#)

¹ [NRS 116.3116-NRS 116.31168 \(2013\)](#)

¹ [NRS 116A.640 \(8\), \(9\), \(10\)](#)

¹ [NRS 116.31083](#)

¹ [NRS 116.31085](#)

¹ [NRS 116.31031](#)

¹ [NRS 116.1113](#)

¹ [NRS 116.31065](#)

¹ [NRS 116.3102](#)

¹ [NRS 116.31087](#)

¹ [NRS 116.31175](#)

¹ [NRS 116.31183](#)

¹ [NRS 116.31184](#)

¹ [NRS 116.4117](#)

¹ SCA CC&Rs & bylaws, 2008 Third restatement

1/17/11 SCA BOARD RESOLUTION ON THE PROCESS AND PROCEDURE FOR
ENFORCEMENT OF THE GOVERNING DOCUMENTS

¹ [SCA 168-175](#) 2013 Delinquent Assessment Policy

¹ NRS 205.395 False representation concerning title; penalties; civil action.

1 [NRS 205.330](#) Fraudulent conveyances.

2
3 NRS 205.377 Multiple transactions involving fraud or deceit in course of enterprise or
4 occupation; penalty.

5 ¹ NRS 207.360 "Crime related to racketeering" defined.

6
7 ¹ NRS 207.400 Unlawful acts; penalties.

8 ¹ NRS 207.470 (1)and (4) Civil actions for damages resulting from racketeering.

9 ¹ NRS 207.480 Order of court upon determination of civil liability.

10 NRS 42.005 Exemplary and punitive damages: In general; limitations on amount of
11 award; determination in subsequent proceeding.

12
13 NRS 116.3116-NRS 116.31168 (2013) are the controlling foreclosure statutes.

14 NRS 116.31164(3)(2013) is the controlling statute regarding the ministerial duty of the person
15 conducting the sale to deliver the foreclosure deed to the Ombudsman and to distribute the
16 proceeds of the sale in the order proscribed by law.

17 AB 284 (2011) Nevada's 2011 anti-foreclosure fraud amendments to NRS 107 and NRS 205
18 summary and legislative digest

19 Robin Wright "Complying with AB284" for UTA Quarterly Winter 2011

20 The HOA sale is void or otherwise does not operate to extinguish the title rights of Nona Tobin,
21 an individual, as the successor in interest to the Hansen Trust or of the Gordon B. Hansen Trust,
22 dated 8/2/08, property owner at the time of the defective HOA sale as the due process and notices
23 required pursuant to NRS 116.310313 and/or NRS 116.31162 – NRS 116.31164 were provided
24

1 to Nona Tobin prior to or subsequent to the sale and non-compliance with applicable Nevada
2 statutes, inter alia, NRS 116.3102, NRS 116.31083, NRS 116.31085, NRS 38.310, NRS
3 116.31162 -NRS 116.31168 (2013), NRS 116.1112, NRS 116.31031, NRS 116.31087, NRS
4 116.31175, NRS 116.31185, NRS 116.31187, NRS 116.4117

5 6 Exhibit 19

7 8 Exhibit 19 RELEVANT HOA GOVERNING DOCUMENTS PROVISIONS

9 10 [SCA Third Amended and restated CC&Rs \(2008\)](#)

11 [6.1 Function of the association -primary entity to enforce the governing](#)
12 [documents; must perform in](#) accordance with governing documents

13 [7.4 Compliance & Enforcement: The Board may impose sanctions for violation of](#)
14 [the Governing Documents after notice and a hearing in accordance with the procedures set](#)
15 [forth in the By-Laws.](#)

16 [8.8 Lien for assessment may be enforced in the manner proscribed in act](#)

17 [8.8A Procedures for sale](#)

18 [8.12 Asset enhancement fee 1/3 of 1% due to the association on all but specifically](#)
19 [exempted transfers of title.](#)

20 [XVI Dispute resolution and limitation on litigation](#)

21 [SCA Third Amended and Restated Bylaws, 2008](#)

22 [3.13\(a, e, f\)](#) Compensation can't appear to influence decisions, create a conflict; can't relate
23 to fines or violations; must conform to standards of practice

24 [3.15](#) Open BOD meetings - must give owner minutes of hearing on violation of
governing documents

[3.15A](#) SHALL hold hearing re violations Executive session

- 1 [3.17](#) Powers of BOD business judgment benefits the association
- 2 [3.18\(a\)](#) Duties of the Board that SHALL NOT be delegated (a) adopt budget
- 3 [3.18\(b\)](#) Duties of the Board that SHALL NOT be delegated (b) levy and collect assessments
- 4
- 5 [3.18 \(e\)](#) Duties of the Board that SHALL NOT be delegated (e) deposit all funds taken on association's behalf and use to operate
- 6 [3.18\(f\)](#) Duties of the Board that SHALL NOT be delegated (f) Use restrictions and rules
- 7
- 8 [3.18 \(g\)](#) Duties of the Board that SHALL NOT be delegated (g) opening of bank accounts on the Association's behalf and designating signatories required
- 9 [3.18\(i\)](#) Duties of the Board that SHALL NOT be delegated (i) enforcing the Governing Documents and bringing any legal proceedings...on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned as provided in CC&Rs 7.4
- 10
- 11 [3.2](#) Defines what duties SHALL NOT be delegated
- 12
- 13 [3.21](#) Accounts and reports: delinquency report
- 14 [3.25](#) Board standards: must be reasonable
- 15 [3.26](#) Enforcement procedures
- 16 [4.6](#) Contracts, checks, agreements must be signed by two BOD members, not manager or debt collector or attorney
- 17 [5.2](#) Deed Restriction Enforcement Committee (Covenants)
- 18 [6.4 \(a,b,c\)](#) Books & Records: rights of owners and directors to SCA information defined

SCA Policies

- 20 10/1/13 [SCA Board Resolution Delinquent Assessment Policy and Procedure](#)
- 21 11/17/11 [Resolution Establishing the Governing Documents Enforcement Policy & Process](#)
- 22
- 23 10/23/14 [SCA Rules and Regulations](#)

Management and Debt Collection Agreements

24

- 1 1/1/10 [RMI Management Agreement](#)
RMI Management LLC
- 2
- 3 4/27/12 [RRFS Delinquent Assessment Collection Agreement](#)
Red Rock Financial Services, a FirstService Residential Management company
- 4 3/31/14 [FSR Management Agreement](#)
FirstService Residential, Nevada Management Agreement

5 **Nevada Real Estate Division Advisory Opinions**

- 6 12/12/12 [NRED Advisory 13-01 The Super Priority Lien](#)
- 7 11/15/12 [NRED Advisory 12-05-116 Executive Session Agendas](#)
- 8 6/30/14 [NRED Advisory 14-02 Notices prior to an association's foreclosure proceeding](#)

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Exhibit 20

Exhibit 20

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Exhibit 20 – Administrative Complaints related to the APN 191-13-811-052 title
dispute

[2012-026 NCJD](#) NEVADA COMMISSION ON JUDICIAL DISCIPLINE CASE 2021-026

[ATTACHMENT 1](#) NV CODE OF JUDICIAL DISCIPLINE EXCERPTS

[ATTACHMENT 2](#) NCJD OUTLINE OF CLAIMS VS. KISHNER

[ATTACHMENT 3](#) 1/28/NCJD COMPLAINT VS. KISHNER

[ATTACHMENT 4](#) UNHEARD MSJ VS. JIMI JACK

[ATTACHMENT 5](#) UNHEARD MSJ VS. ALL

[ATTACHMENT 6](#) EVIDENCE STRICKEN EX PARTE

[ATTACHMENT 7](#) NOTICE OF TOBIN- HANSEN TRUST COMPLETION OF MEDIATION

[ATTACHMENT 8](#) 4/14/19 NONA TOBIN DECL VS. NATIONSTAR

[ATTACHMENT 9](#) 3/14/19 COMPLAINT TO THE NV ATTORNEY GENERAL

[ATTACHMENT 10](#) 11/10/20 2ND COMPLAINT TO THE NV ATTORNEY GENERAL

[ATTACHMENT 11](#) EX PARTE MINUTES

[ATTACHMENT 12](#) EX PARTE TRANSCRIPT

[ATTACHMENT 13](#) RECORDED FRAUD BY NATIONSTAR

[ATTACHMENT 14](#) EX PARTE 001-005 KISHNER

1 [ATTACHMENT 15](#) OBSTRUCTION OF FORCED LITIGATION

2 [ATTACHMENT 16](#) EX PARTE STRICKEN NOT HEARD

3 319. [12/16/20 complaint](#) to the Mortgage Lending Division [12/16/20 verified complaint vs.](#)
4 [Nationstar](#) to the Nevada Mortgage Lending Division provides 692 pages of evidence supporting
5 Nona Tobin's claim of mortgage servicing fraud and fraud on the court vs. Nationstar and its
6 Akerman and Wright Finley Zak attorneys.

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9 [2/16/21 complaint to the Bar discipline panel](#) re Brittany Wood

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11 [12/14/21 complaint to the NV Bar discipline panel](#) re Joseph Hong

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Exhibit 21

Exhibit 21

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Exhibit 21

Exhibit 21 – Nevada court cases related to
the APN 191-13-811-052 title dispute

1 district court cases,

2 A-15-720032-C

3 A-16-730078-C
4

5 A-19-799890-C

6 A-21-828840-C

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appeals

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14 three appeals, 7/23/19, 7/24/19, and 1/2/20, into 79295

15 320. that have cost millions of dollars and wasted many, many hours of judicial resources been
16 caused by the conspiracy and fraud perpetrated by RRFS, Nationstar, and others who do not
17 want their scheme subjected to judicial scrutiny or interrupted by law enforcement.

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Exhibit 22

Exhibit 22 – [1/31/17 cross-claim vs. HOA](#) and its agents Excerpts

FIFTH CAUSE OF ACTION: UNJUST ENRICHMENT ([1/31/17 cross-claim vs. HOA](#))

pages 18-19

95. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth herein, and further alleges:

96. That HOA AGENTS unfairly deprived Cross-Claimant of the Subject Property and unjustly profited from excessive and unauthorized charges added to delinquent dues.

97. That HOA AGENTS unjustly and covertly failed to distribute the \$63,100 proceeds of the sale as mandated by 2013 NRS 116.31164 (3)(c), in that:

a) There were no expenses of sale as the cost to conduct a foreclosure sale is limited to \$125.00 by the April 27, 2012 RRFS Delinquent Assessment Collection Agreement, and the lien of \$5,081.45 already included erroneous, duplicative and unauthorized charges.

b) There WAS no expense of securing possession. The Subject Property was vacant, and the key just handed to the Buyer by TOBIN's agent.

c) Satisfaction of the association's lien. The HOA Resident Transaction Record for the Subject Property shows that the I-IOA AGENT credited the HOA with \$2,701.04 on August 27, 2014. There is no indication that HO.A. AGENTS paid the mandated asset enhancement fee (1/3 of 1 % of the price of every sales price) the HOA mandated for every transfer of title by CC&Rs section 8.12. (Exhibit 8)

d) Satisfaction of subordinate claims. None of the excess proceeds went to any of the entities who had recorded liens. Or, alternatively, if any of the lienholders did receive the excess proceeds, none of the lienholders properly accounted for receiving any funds, and none removed their liens.

e) Remittance of any excess to the unit's owner. Within a few months after the sale, TOBIN attempted to claim the excess proceeds since it was clear the HOA AGENTS were treating the bank loan as "extinguished". In response to direct inquiries, HOA AGENTS were deceptive about their illegal retention of the proceeds of the illegally-conducted sale and refused to speak with TOBIN about her claim, stating at different times in late 2014:

1) that she had no standing, 2) that RRFS had no record of her in relation to the Subject Property, and 3) that RRFS had turned the money over to the court to distribute.

PARTIES ([1/31/17 CRCM vs. SCA, DOEs & ROEs](#) pages 2-4)

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

2. Cross-Defendant, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC is a Nevada Non-profit Corporation formed under NRS 82 and operating under NRS 116. The HOA managed its business entirely through HOA AGENTS under contract from inception until the HOA went to self-management on April 1, 2016.

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

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

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

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

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

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

9. Counter-Defendants DOES 1-10, and ROE CORPORATIONS 1-10 are unknown at this time. Cross-Claimant expressly reserves the right to add additional parties when and if the names of such parties become available

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4 **STATEMENT OF FACTS**

5 19. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth herein.

6 20. The Gordon B. Hansen Trust, dated August 22, 2008, became the owner of the Subject Property on August 27, 2008, and the GBH TRUST retained the title until the disputed HOA foreclosure sale on August 15, 2014.

7 21. On January 14, 2012, Grantor Gordon Hansen died after a protracted illness, and the Subject Property went to his heirs, son Steve Hansen and fiancée Nona TOBIN, who were equal beneficiaries under the terms of the sole amendment (August 10, 2011) to the GBH TRUST.

8 22. Nona TOBIN, became the Successor Trustee of the GBH TRUST upon the Grantor's death.

9 23. Hansen's address of record had been at 2664 Olivia Heights Ave., a residence also in the HOA which has been TOBIN's residence from 2004 to the present.

10 24. When Mr. Hansen died, he was current on his loans, taxes, insurance and homeowner assessments (HOA dues) related to the Subject Property.

11 25. In 2012, Las Vegas Valley Subject Property values were at a low point, and there were lots of distressed "under water" properties that owners were abandoning or vandalizing and banks were refusing to protect, thereby creating a serious blight on many neighborhoods throughout the valley.

12 26. Rather than abandon the Subject Property or to allow it to fall into disrepair and become a blight in this HOA, TOBIN allowed the renters who were down on their luck to remain rent-free as caretakers after Hansen's death.

13 27. Within a few weeks of Hansen's death, TOBIN listed the Subject Property for a short sale with "Proudfit Realty," and it was on the market for 459 days, during which TOBIN was subjected to abusive collection practices and bizarre behavior by servicing Bank of America ("BOA") which resulted in two sales that fell out of escrow.

14 28. TOBIN paid the HOA dues for the Subject Property through September 30, 2012.

15 29. The first quarter of nonpayment of HOA dues began October 1, 2012, and the first day of actual and continuing delinquency was October 31, 2012.

16 30. HOA AGENTS erroneously reported to the Board, and ultimately, falsely recorded on the Lien and notices of Default and Election to Sell ("NODES"), that there were no payments since July 1, 2012.

17 31. TOBIN's \$300.00 check #143 to pay the 7/1/12 quarter+ late fees was hand delivered with a \$300.00 check (#142) for TOBIN's residence.

18 32. Check #142 for TOBIN cleared the bank on 8/23/12.

19 33. Check 143 for the Subject Property cleared the bank on 10/23/12 and was not credited by FSR until 11/9/12.

1 34. Check 143 was credited by RRFS in RRFS ledger on 10/18/12, but RRFS did
not remove any of the erroneous collection charges.

2 35. On 11/5/12, RRFS sent a notice to the property (2763 White Sage) stating they
received TOBIN's letter regarding the Owner's death, but did not send the notice to
3 the dead Owner's address of record. which was TOBIN's residence - 2664 Olivia
Heights, which is the address also listed on the check.

4 36. RRFS claimed in the notice that RRFS was authorized to collect for the HOA
and that (falsely) \$495.36 was due.

5 37. Because HOA AGENTS did not correctly process TOBIN's check (\$300.00 for
July 1 \$275.00 dues+ July 31 \$25.00 late fee for Subject Property) delivered to the
6 HOA on August 17, 2012 (together with her properly-processed HOA dues check
for TOBIN's residence), the Subject Property was erroneously placed prematurely
7 into collections on September 17, 2012, 43 days before the first day of actual
delinquency.

8 38. The HOA AGENTS falsely informed the HOA Board and recorded the wrong
date and amount of default in all notices, falsely claiming the account was delinquent
9 as of July 1, 2012, and that as of October 31, 2012 (the first date of actual
delinquency) that the assessment balance was \$382.26.

10 39. The original error was never corrected, and in fact, compounded over time due
to the HOA AGENTS' failure to properly apply payments to dues first then fees, and
11 adding unauthorized charges.

12 40. TOBIN notified HOA Agents that the owner had died and that she had listed the
22 property for sale.

13 41. TOBIN gave all notices she received from HOA AGENTS to the Realtors to
handle as part of the multiple escrows, but TOBIN was too overwhelmed by the
abusive practices of BANA to notice the details of the erroneous claims of RRFS.

14 42. Both Realtors, PROUDFIT and LEIDY, regularly communicated with HOA
Agents and processed the RRFS collection demands which were sent to the first
15 servicing bank, BOA and, after December 1, 2013, to the new servicing bank,
NATIONSTAR, during the various escrows.

16 43. RRFS was very aware of the multiple contingency sales that fell out of escrow
because they expedited at least three payoff demands (charging \$150 each against
17 the Subject Property's collection account) when Proudfit was the listing agent, and
more when BHHS had the listing.

18 44. Notwithstanding, TOBIN attempted to minimize deterioration of the Subject
Property which she believed to be solely in the financial interest of the Bank, but
19 BOA refused to protect the Subject Property, engaged in abusive debt collection
practices, which included robo-calling TOBIN's residence up to 500 times while
20 simultaneously refusing to close multiple escrows, and ultimately, refused to accept
TOBIN's offer of a deed in lieu in July, 2013.

21 145. TOBIN continued to pay HOA dues until there was a contingency short sale
and escrow opened; TOBIN evicted the caretakers so the prospective purchasers
22 could move in early October, 2012.

23 46. TOBIN had the Subject Property listed with Berkshire Hathaway Home Services
20 ("BHHS") from 2/20/14 through 10/31/14, and the actual buyer at the HOA sale
was BHHS Realtor, Thomas Lucas ("LUCAS") who had insider information that
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rendered him a non-bona fide purchaser for value and rendered the HOA sale a non-arms-length transaction.

47. The purported buyer at the HOA sale was Opportunity Homes, LLC, and is the alter ego of BHHS agent LUCAS.

48. TOBIN alleges LUCAS illegally formed Opportunity Homes, LLC as a sham entity to cover his purchase of HOA foreclosure properties, and such conduct is illegal or unethical for a licensed BHHS Realtor.

49. TOBIN discovered the HOA sale had occurred only after the fact, verbally, from LEIDY, and never received notice herself, written or verbal, that the HOA sale was to be held, or had been held by the HOA or HOA AGENTS.

50. All the title rights of the GBH TRUST to the Subject Property were taken without notice which had been requested.

51. The HOA foreclosure sale violated Nevada law, and was procedurally defective, and thus, null, and void.

52. That the HOA sale was void and commercially unreasonable as the Subject Property was purchased at the HOA sale for less than 20% of the fair market value by LUCAS, a licensed Realtor with specific knowledge of the issues with the chain of title, and subsequent purchasers were co-conspirators in the fraudulent re-conveyance of the Subject Property to the Plaintiffs.

53. That HOA AGENTS illegally held the HOA sale on August 15, 2014 after notifying the Ombudsman on May 15, 2014, that February 12, 2014 Notice of Sale (NOS) was cancelled, resulting in there being no valid NOS was in effect at the time of the sale.

54. That HOA AGENTS withheld and/or provided false information to enforcement to evade detection of their illegal acts which resulted in conducting a foreclosure sale without statutorily required notice.

55. That HOA AGENTS' unlawful foreclosure sale caused damages to Cross-Complainant by the loss of title, possession, and use of Subject Property.

56. That the 8/22/14 Foreclosure Sale Deed is void as it was based on the 3/12/13 Notice of Default that HOA Agents had rescinded, and on a 4/3/13 that was not in effect on 8/22/14.

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NONA TOBIN, AN INDIVIDUAL
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In propria persona

CERTIFICATE OF SERVICE

I, _____, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this the _____ day of _____, 2021, I served via the Clark County electronic filing system a true and correct copy of the foregoing NONA TOBIN’S ANSWER, AFFIRMATIVE DE ANSWER AND COUNTER-CLAIM VS. RED ROCK FINANCIAL SERVICES, CROSS-CLAIMS VS. NATIONSTAR MORTGAGE LLC AND WELLS FARGO, N.A., AND MOTION FOR SANCTIONS VS. RED ROCK FINANCIAL SERVICES AND NATIONSTAR MORTGAGE LLC, AND/OR NATIONSTAR MORTGAGE DBA MR. COOPER PURSUANT TO NRCP 11(b)(1)(2)(3) and/or(4), NRS 18.010(2), NRS 207.407(1), NRS 42.005, to all parties listed in the Odyssey eFileNV service contact list in case A-21-828840-C:

Nona Tobin