

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

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

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

12 Defendants

13 NONA TOBIN, an Individual,
Counter-Claimant,

14 vs.
15 RED ROCK FINANCIAL SERVICES;
Counter-Defendant

16 NONA TOBIN, an Individual,
Cross-Claimant,

17 vs.
18 WELLS FARGO, N.A.; a national banking
association; NATIONSTAR MORTGAGE,
LLC, a Delaware company;

19 Cross-Defendants

20 NONA TOBIN, an Individual,
Third-party Plaintiff,

21 vs.
22 STEVEN B. SCOW, SBN 9906; BRODY R.
WIGHT, SBN 13615; JOSEPH HONG, SBN
23 5995; MELANIE MORGAN, SBN 8215;
DAVID OCHOA SBN 10414; BRITTANY
WOOD SBN 7562; AS INDIVIDUALS
Third-party Defendants.

Case No.: A-21-828840-C

Department: 8

**NONA TOBIN'S THIRD PARTY
COMPLAINT vs. STEVEN B. SCOW;
BRODY R. WIGHT; JOSEPH HONG;
MELANIE MORGAN; DAVID OCHOA;
BRITTANY WOOD**

JURY TRIAL DEMANDED

1. ABUSE OF PROCESS
2. RACKETEERING (NRS
207.360(9)(18)(29)(30)(35);
NRS 207.390, NRS
207.400(1)(2))
3. FRAUD NRS 205.330, NRS
205.360, NRS 205.372, NRS
205.377, NRS 205.395, NRS
205.405, NRS 111.175
4. RESTITUTION AND
RELIEF REQUESTED
EXCEEDS \$15,000
5. EXEMPLARY AND
PUNITIVE DAMAGES
PURSUANT TO NRS 42.005,
NRS 207.470(1)&(4)
6. SANCTIONS PURSUANT
TO NRCP 11(b)(1-4); NRPC
3.1, 3.3, 3.4,3.5(b), 4.1, 4.4, 5.1,
5.2, 8.3, 8.4

1
2 Comes now, Plaintiff NONA TOBIN, AN INDIVIDUAL, (Herein “Plaintiff” or
3 “Tobin”) who hereby timely asserts her claims against the above-named Third-Party
4 Defendants, pursuant to NRCP 14. Leave from the Court is not required as this filing is within
5 14 days of Nona Tobin’s answer to Red Rock’s complaint for interpleader filed on 3/8/21¹.

6 Rule 14. Third Party Practice

7 (a) When a Defending Party May Bring in a Third Party.

8 (1) Timing of the Summons and Complaint. A defending party may, as third party
9 plaintiff, file a third party complaint against a nonparty, the third party defendant,
10 who is or may be liable to it for all or part of the claim against it. But the third party
11 plaintiff must, by motion, obtain the court’s leave to file the third party complaint
12 if it files the third party complaint more than 14 days after serving its original
13 answer.

14 **I. INTRODUCTION**

15 1. The 10 reasons justifying this complaint articulated in Nona Tobin’s 50-second video
16 “[10 Reasons why to sanction Joseph Hong](#)” can be applied to all third-party defendants, cross-
17 defendants and counter-defendant.

- 18 1. Lied to the court
- 19 2. Sued the wrong party
- 20 3. Met the judge ex parte
- 21 4. Concealed material facts
- 22 5. Concealed conflicts
- 23 6. Dumped defective deed

24 ¹ [3/8/21 Nona Tobin’s answer](#), affirmative defenses, and counter-claim, cross-claims vs. Wells Fargo and Nationstar and motion for sanctions pursuant to NRCP 11(b)(1)(2)(3) and/or(4), NRS 18.010(2), NRS 207.407(1), NRS 42.005

1 7. Nona Tobin has been a member in good standing in that HOA since 2/20/04, during
2 which time she has been fined \$25 one time.

3 8. Nona Tobin is in this litigation because she also was the successor trustee of the Gordon
4 B. Hansen Trust, dated 8/22/08, since 1/14/12 when her fiancée Gordon (Bruce) Hansen died.

5 9. The Gordon B. Hansen Trust, dated 8/22/08, held the title to Bruce's house, the subject
6 property that Counter-Defendant Red Rock Financial Services sold without notice on 8/15/14.

7 10. Defendants STEVEN SCOW, an individual, is licensed to practice law in Nevada as NV
8 Bar No. 9906 and BRODY R. WIGHT, an individual, is licensed to practice law in Nevada as
9 NV Bar No. SBN 13615. Both Scow and Wight are attorneys who practice under the umbrella
10 of Koch & Scow, LLC, a Nevada Limited Liability company, that, upon information and belief,
11 serves as counsel to Sun City Anthem's former managing agent, FirstService Residential,
12 Nevada and for Sun City Anthem's former NRS 649 debt collector licensee, FirstService
13 Residential dba Red Rock Financial Services, a partnership (EIN 88—0358132). Scow has held
14 the proceeds of the sale since 2014 in an unauthorized, unaudited attorney trust fund and has
15 refused to give it to Nona Tobin even though he knows there are no other possible claimants.

16 11. JOSEPH HONG NV BAR No. 5995, an Individual, practices law in the State of Nevada,
17 under an unknown type of entity called HONG & HONG and is a principal, manager, or owner
18 of one of his clients, F. Bondurant, LLC. Joseph Hong represented attorney for Joel Stokes, an
19 individual and Joel and Sandra Stokes as Trustees of Jimijack Irrevocable Trust and Yuen K.
20 Lee dba F. Bondurant, LLC in Dept. XXXI case A-15-720032-C and Supreme Court appeal
21 79295. Joseph Hong has engaged in multiple fraudulent practices, including orchestrating an ex
22 parte meeting with Judge Kishner in order to obstruct Nona Tobin's massive store of evidence
23 from judicial scrutiny.

1 12. Joseph Hong represented Joel A. Stokes, as an individual and Joel A. and Sandra F.
2 Stokes as Trustees of Jimijack Irrevocable Trust Dept. XXII case A-19-799890-C and Supreme
3 Court appeals 82094 and 82294.

4 13. JOSEPH HONG, an individual, is licensed to practice law in Nevada as NV BAR 5995.
5 The HONG & HONG LAW OFFICE under which Joseph Hong practices is an unknown entity
6 with no corporate registration. Joseph Hong has represented in different cases, Joel Stokes, an
7 individual; Joel & Sandra Stokes as Trustees for Jimijack Irrevocable trust, Yuen K. Lee dba F.
8 Bondurant, LLC, and Opportunity Homes, LLC.

9 14. DAVID OCHOA, Esq., NV Bar 10414, LIPSON, NEILSON, COLE, SELTZER &
10 GARIN, P.C, was the attorney representing Sun City Anthem in A-15-720032-C. David Ochoa
11 did not operate under the direction of the Sun City Anthem board of Directors. Upon
12 information and belief, Sun City Anthem's current and past community managers and Sun City
13 Anthem's current and past debt collectors and attorneys exercised unlawful and undue influence
14 over his actions. David Ochoa is the cause of this massive litigation because he rejected Nona
15 Tobin's 2017 offer to settle at no cost without getting approval from the HOS Board and
16 deprived Nona Tobin of her right to CC& Rs XVI: Dispute Resolution Limitations on Litigation
17 for no good cause.

18 15. MELANIE MORGAN, Esq. NV Bar No. 8215, is an individual practicing law in the
19 State of Nevada under the auspices of AKERMAN LLP.

20 16. Melanie Morgan became the lead attorney for Nationstar Mortgage on 4/10/18 when
21 Nationstar replaced Wright Finley Zak, LLP who had represented Nationstar in case A-16-
22 730078-C from 1/11/16 and in A-15-720032-C from 4/2/16 to 4/10/18.

1 17. Upon information and belief, Melanie Morgan had supervisory control over junior
2 associate Akerman attorneys who are not named (Karen Whelan (NV Bar # 10466) Donna
3 Wittig (NV Bar #11015) and Thera Cooper individually as third party defendants.

4 18. Melanie Morgan was part of the Joseph Hong conspiracy to obstruct the administration
5 of justice in order to aid and abet Nationstar's and Joel Stokes theft of Tobin's property.
6

7 **IV. FACTUAL ALLEGATIONS**

8 19. The exhibit contains all the detail that could possibly be required to plead with specificity
9 the causes of action of abuse of process, fraud, racketeering, and civil conspiracy. Nevertheless,
10 here are some highlights.

11 20. Plaintiff NONA TOBIN, an Individual, (Herein "Plaintiff" or "Tobin") is the sole
12 successor trustee, beneficiary and surviving member of the Gordon B. Hansen Trust, dated
13 8/22/08, (Herein "GBH Trust")³ that held recorded title to the subject property from 8/27/08⁴
14 until a foreclosure deed was recorded on August 22, 2014 transferred title to the alleged
15 purchaser at the disputed HOA sale.

16 21. On 9/4/19 and 4/30/20, the Nevada Supreme Court denied Nona Tobin access to appeal
17 from the Nevada appellate courts is not aggrieved by ANY of Judge Kishner's A-15-720032-C
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24 ³ Exhibit 2 is Tobin's certificate of Incumbency, [recorded 5/23/16](#)

⁴ Exhibit 3 is the [GBH Trust deed](#), recorded 8/27/08

1 orders, even though they were made erroneously based on misrepresentations of opposing
2 counsels who were covering up the crimes of their clients.^{5, 6}

3 22. Nona Tobin has exhausted all her administrative remedies via complaints to the
4 Henderson Police Department⁷, the State of Nevada Mortgage Lending Division⁸, the Office of
5 the Nevada Attorney General⁹, and the State Bar of Nevada Ethics & Discipline Panel.¹⁰

6
7 ⁵ 9/10/19 SC [19-37846](#) returned unfiled Tobin's docketing statement that **prevented any appeal** of Judge Kishner's
orders

8 a. [6/24/19](#) Judgment after bench trial that excluded Nona Tobin, an individual, from being a party

9 b. [8/9/17](#) and [4/17/19](#) Summary Judgment – both granted when material disputed facts existed

10 c. [4/24/19](#) [Motion to Vacate](#) per NRCPC 60(b) filed by Tobin as a Pro Se– not declared rogue, but not heard)

11 d. [2/20/19](#) stipulation and order for dismissal (procedural manipulation by Nationstar)

12 e. [5/31/19](#) denying motion to reconsider

13 f. [5/31/19](#) stipulation and order granting NSM and Jimijack a win before the trial by circumventing the judicial system

14 g. [9/20/17](#) Dismissal of Tobin's individual and as trustee, claims, except quiet title, pending completion of

15 h. [NRS 38.310\(1\)](#) mediation, misrepresented in [6/24/19](#) order to obfuscate that only Tobin was NRS 38.310 compliant

16 h. [6/16/15](#), [1/11/16](#), [6/2/16](#), [3/13/17](#) [Lee](#), [3/13/17](#) [JJ](#), [3/25/17](#) [JJ](#), - failure to state a claim (neither Jimijack/Lee nor
Nationstar ever filed a claim against the HOA or against Nona Tobin and yet the Court deemed the sale was valid to
17 extinguish Tobin's title interests, but did not extinguish the deed of trust that NSM cannot prove it owns)

18 i. [7/22/19](#) [MNTR](#) per rule 54(b) and 59a1A,B,C,F – Tobin Pro Se motion declared rogue on 9/3/19 as it was filed by
Tobin as a Pro Se after her counsel of record was [not permitted to withdraw](#)

19 Lack of jurisdiction per NRS 38.310(2)

20 j. [7/29/19](#) [MDSM](#) per 38.310(2) - Tobin Pro Se motion declared rogue on 9/3/19 ([transcript](#))

21 k. [8/26/19](#) [proposed FFCO per 38.310\(2\)](#) could have been signed per EDCR 2.23(b) as no opposition filed but was
declared rogue on 9/3/19 ([transcript](#))

22 ⁶ [4/30/20](#) [SC 20-16346](#) NV Supreme Court relied on the misrepresentations of opposing counsels, now third-party
defendants to make the erroneous ruling that

23 *“Having considered the arguments of the parties, this court confirms that Nona Tobin has not been granted leave to
intervene as an individual and her filings have been stricken as rogue documents. Nona Tobin is not a party to this
appeal and this court lacks jurisdiction to address her claims as an individual.”*

24 All opposing counsels participated in the deceit to fraudulently convince Judge Kishner she never granted Tobin
leave to intervene when the actual court record proves otherwise. [4/27/17 Transcript page 3-13](#).

Opposing counsels violated many of the most fundamental professional & ethical standards for attorneys to prevent
Judge Kishner, Judge Johnson, and the Nevada Court of Appeals and the Nevada Supreme Court from adjudicating
Nona Tobin's claims. What motivated this aggressive, abusive, coordinated assault can be easily understood by
looking at the contents of the stricken filings.

⁷ [10/28/20 HPD online complaint](#) and [1/29/21 HPD rejection](#) *“...after reviewing the documents and items you have
sent me, it doesn't appear that the police department can be of assistance. This is a civil matter that the court will
have to decide.”*

⁸ Link to access online *“[Complaint to the Nevada Mortgage Lending Division](#)”* The complaint was not investigated
for many reasons, but germane here is *“...our office cannot intervene in ongoing litigation that is currently working
its way through the court system.”* [Link to MLD complaint PDF](#).

⁹ Link to access online *“[Complaints to the Nevada Attorney General](#)”* rejected 12/4/20 with comment *“After careful
review, it has been determined that your complaint references allegations outside the jurisdiction of this office.”*

Link to [NVAG Complaints and exhibits PDF](#).

¹⁰ [2/14/21](#) online receipt of State Bar complaint vs Joseph Hong [Reference No. OBC21-0181](#)

[2/16/21](#) online receipt of State Bar complaint vs Brittany Wood [Reference No. OBC21-0187](#) (to be addressed in a
separate third-party complaint.

1 23. All Plaintiff's claims in the prior proceedings,¹¹ related to the interpretation of the HOA
2 CC&Rs & governing documents vis-à-vis the disputed foreclosure sale conducted by Red Rock
3 Financial Services, were submitted to mediation pursuant to NRS 38.310.

4 24. No parties, other than Nona Tobin in both her capacities, were complaint with NRS
5 38.310, and Judge Kishner acted outside her jurisdiction to adjudicate their claims in civil action
6 A-15-720032-C, and this instant action was intended to give Judge Kishner an opportunity to
7 correct that error. Judge Kishner recused herself, but the error still needs to be corrected.

8 25. On 3/10/21, Nona Tobin requested that the Nevada Commission on Judicial Discipline
9 complaint 2012-026¹² to be postponed pending the outcome of the instant proceedings.¹³

10 26. Due to the misconduct of third-party defendants, two of three filed Notices of Completion
11 of Mediation by Nona Tobin in both her capacities, were stricken from the record by Judge
12 Kishner's 4/23/19 ex parte bench orders¹⁴.

13 27. The third notice of Tobin's completion of mediation, filed on 7/26/19,¹⁵ remains
14 inexplicably in the A-15-720032-C court record, Tobin's 7/29/19 Motion to Dismiss pursuant
15 to NRS 38.310(2)¹⁶ was stricken from the record unheard.¹⁷

16 _____
17 3/4/21 Assistant Bar Counsel Phillip Pattee's rejection of both complaints with the comment "...your grievance
18 involves allegations which should be addressed in the appropriate judicial settings. The Office of Bar Counsel and
the disciplinary boards of the State Bar are not substitutes for the court systems. Therefore, no further action shall be
taken on this matter. If a court makes written findings which clearly establish attorney misconduct, please re-submit
that information for our reconsideration."

19 ¹¹ [1/31/17 CRCM](#) cross-claim vs. Sun City Anthem & DOEs 1-10 & ROEs 1-10

¹² Link to access online "[Nevada Commission on Judicial Discipline Complaint](#)". Link to [NCJD Complaint PDF](#).

20 ¹³ Link to PDF "[3/10/21 NCJD email](#)" that includes Plaintiff's request "Please give Judge Kishner a chance to prove
she was duped by the attorneys and is not herself a co-conspirator."

21 ¹⁴ [4/10/19 NOTC](#) and [4/12/19 NOTC](#) were stricken without good cause which resulted in five of the six causes of
action in Tobin's 1/31/17 cross-claim not being adjudicated at trial, including the claim for the proceeds of the sale
that Red Rock is now suing Tobin for interpleader.

22 ¹⁵ Exhibit 1 Notice of Tobin's Completion of Mediation [NOTC](#)

¹⁶ [7/29/19 Nona Tobin's motion to dismiss](#) per NRS 38.310(2)

[NRS 38.310](#) **Limitations on commencement of certain civil actions**

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

24 ¹⁷ [11/22/19 Judge Kishner order](#) that stated inter alia "Because she is not a party to the case, all documents filed
with this Court by Nona Tobin as an individual, as rogue documents and are stricken from the record. This includes
both the Motion to Dismiss and [Motion for a New Trial](#) (and all oppositions and replies) and the [notice of Lis](#)

1 28. Judge Kishner acted outside her jurisdiction, by misrepresentations of Hong and Morgan,
2 to grant declaratory relief to third-party Defendants Hong's and Morgan's clients, Nationstar
3 and Jimijack, in A-15-720032-C for their non-compliance to NRS 38.310.

4
5 **I. FIRST CAUSE OF ACTION: ABUSE OF PROCESS**

6 29. Plaintiff repeats, realleges, and incorporates herein by this reference the allegations
7 hereinabove inclusively as though set forth at length and in full herein.

8 30. The elements of an abuse of process claim are:

9 31. 1. Filing of a lawsuit made with ulterior purpose other than to resolve dispute

10 32. 2. Willful act in the use of legal process not proper in the regular conduct of the
11 proceeding

12 33. 3. Damages as a direct result of the abuse

13 34. The factual allegations as to how the defendants' actions meet the elements of this cause
14 of action can be found in the publication "[Cause of Action: Abuse of Process](#)" which is also in
15 PDF form in the exhibit.

16 35. In addition, the entire exhibit provides factual support for this cause of action.

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21 *Pendens.*" In addition to striking the 37-page notice of lis pendens filed on 8/7/19 into the A-15-720032-C court
22 record to inform all the parties of the new complaint Tobin was forced to file into A-19-799890-C, Judge Kishner
acted outside her jurisdiction to order expunging the 7-page lis pendens Tobin recorded on 8/8/19 (instrument
23 [201908080002097](#) regarding the Dept. 22 complaint and the two appeals filed on 7/23/19 (Hansen Trust NOAS
[SC19-32026](#)) and 7/24/19 (Tobin individual NOAS [SC19-32030](#)) into appeal case [79295](#). The 11/2/19 order states
24 "*IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the motion to expunge the lis pendens is
GRANTED.*"; but there was no motion to expunge a recorded lis pendens. [SCA 8/7/19 motion](#), unwarranted and
improper because the HOA had no interest in the title, moved merely to strike from the court record, not to expunge
from the property record.

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II. SECOND CAUSE OF ACTION: FRAUD

36. Plaintiff repeats, realleges, and incorporates herein by this reference the allegations hereinabove inclusively as though set forth at length and in full herein.

37. The elements of the cause of action of Fraud on the Court:

38. 1. Defendant makes a false representation as to a past or existing fact.

39. 2. With knowledge or belief by defendant that representation is false or that defendant lacks sufficient basis of information to make the representation;

40. 3. Defendant intended to induce the Court to act in reliance on the representation;

41. 4. Justifiable reliance upon the representation by the Court;

42. 5. Causation and damages to plaintiff Nona Tobin as a result of the Court's relying on misrepresentation; and

43. 6. Must be proved by clear and convincing evidence and be pled with specificity.

44. The factual allegations as to how the defendants' actions meet the elements of this cause of action can be found in the publication "[*Cause of Action: Fraud*](#)" which is also in PDF form in the exhibit.

III. THIRD CAUSE OF ACTION: CIVIL CONSPIRACY

45. Plaintiff repeats, realleges, and incorporates herein by this reference the allegations hereinabove inclusively as though set forth at length and in full herein.

46. The elements of the cause of action of civil conspiracy can be found in the publication "[*Cause of Action: Civil Conspiracy*](#)" which is also in PDF form in the exhibit.

47. In addition, the entire exhibit documents the Defendants' scheme.

1 **IV. FOURTH CAUSE OF ACTION: RACKETEERING**

2 48. Plaintiff repeats, realleges, and incorporates herein by this reference the allegations
3 hereinabove inclusively as though set forth at length and in full herein.

4 49. The elements of the cause of action of RICO Damages pursuant to NRS 407.470
5 Racketeering and the factual allegations as to how the defendants’ actions meet the elements of
6 this cause of action can be found in the publication “[Cause of Action: Racketeering](#)” which is
7 also in PDF form in the exhibit.

8 50. In addition, the entire exhibit documents the Defendants’ RICO operations and how the
9 attorneys aided and abetted their corrupt practices.

10
11 **V. PRAYER**

12 51. Herein Plaintiff petitions the Court to declare:

13 52. that the Counter-Defendant, Cross-Defendants, and Third-Party-Defendants engaged in
14 abuse of the HOA quiet title civil litigation process to steal Nona Tobin’s property;

15 53. that the Counter-Defendant, Cross-Defendants, and Third-Party-Defendants acted alone
16 and/or in concerted action and/or in civil conspiracy to misrepresent material facts to the court
17 in order to defraud the court and to steal Nona Tobin’s property;

18 54. that the Counter-Defendant, Cross-Defendants, and Third-Party-Defendants knew, or
19 had reasonable cause to know that their actions violated many Nevada laws and that their actions
20 would cause damage to innocent persons;

21 55. that the Counter-Defendant, Cross-Defendants, and Third-Party-Defendants concealed
22 the unethical and/or criminal actions of co-conspirators and others;

1 56. that the disputed HOA sale did not extinguish the GBH Trust's nor its successor trustee's
2 rights to title;

3 57. that Plaintiff is entitled to the \$57,282 undistributed proceeds of the sale;

4 58. that Plaintiff's 3/28/17 deed as an individual is valid and superior to the Jimijack's
5 defective, inadmissible 6/9/15 deed and the 5/1/19 deed of Jimijack's successor Joel Stokes;
6 that Plaintiff is entitled to recoup damages, five years of rental income from Jimijack;

7 59. that Nationstar Mortgage LLC's (Herein "NSM" or "Nationstar") claims to own the
8 beneficial interest of the disputed Western Thrift Deed of Trust (Herein "DOT") are false;

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

14 61. that the Counter-Defendant, Cross-Defendants, and Third-Party-Defendants, attorneys as
15 well as the principals, in all related litigation pay Tobin's attorney fees and costs as well as
16 exemplary and punitive damages to the maximum allowed by NRS 42.005;

17 that the Counter-Defendant, Cross-Defendants, and Third-Party-Defendants, attorneys as well
18 as the principals, in all related litigation pay restitution and punitive damages for their
19 RACKETEERING pursuant to NRS 207.360(9)(18)(29)(30)(35); NRS 207.390, NRS
20 207.400(1)(2) and FRAUD pursuant to NRS 205.330, NRS 205.360, NRS 205.372, NRS
21 205.377, NRS 205.395, NRS 205.405, NRS 111.175, and/or for their aiding and abetting said
22 unlawful RICO acts;

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62. that the Counter-Defendant, Cross-Defendants, and Third-Party-Defendants, attorneys as well as the principals, pay EXEMPLARY AND PUNITIVE DAMAGES PURSUANT TO NRS 42.005 and NRS 207.470(1)&(4).

63. that the Court provide findings of fact to the Nevada Bar Counsel for the Ethics & disciplinary Panel to impose appropriate attorney sanctions as the court may find are justified given their misconduct pursuant to NRCPC 11(b)(1-4); NRPC 3.1, 3.3, 3.4,3.5(b), 4.1, 4.4, 5.1, 5.2, 8.3, 8.4.



NONA TOBIN, AN INDIVIDUAL
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In Proper Person

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CERTIFICATE OF SERVICE

I, NONA TOBIN, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this the 22nd day of March 2021, I served via the Clark County electronic filing system a true and correct copy of the foregoing to all parties listed in the Odyssey eFileNV service contact list in case A-21-828840-C that is entitled:

NONA TOBIN'S THIRD PARTY COMPLAINT vs. STEVEN B. SCOW;
BRODY R. WIGHT; JOSEPH HONG;
MELANIE MORGAN; DAVID OCHOA; BRITTANY WOOD

JURY TRIAL DEMANDED

ABUSE OF PROCESS

RACKETEERING (NRS 207.360(9)(18)(29)(30)(35); NRS 207.390, NRS 207.400(1)(2)

FRAUD NRS 205.330, NRS 205.360, NRS 205.372, NRS 205.377, NRS 205.395, NRS 205.405, NRS 111.175

RESTITUTION AND RELIEF REQUESTED EXCEEDS \$15,000

EXEMPLARY AND PUNITIVE DAMAGES PURSUANT TO NRS 42.005, NRS 207.470(1)&(4)

SANCTIONS PURSUANT TO NRCP 11(b)(1-4); NRPC 3.1, 3.3, 3.4,3.5(b), 4.1, 4.4, 5.1, 5.2, 8.3, 8.4



Nona Tobin

SCA Strong

Owners should ALWAYS come first!

Cause of Action: Fraud

The Elements of fraud apply to all the defendants being named in case A-21-828840-C that were opposing counsels to Nona Tobin in Nevada district court cases related to a dispute over the title of 2763 White Sage that was sold at an HOA foreclosure sale in 2014, i.e., in cases A-21-828840-C, A-19-799890-C, A-16-73-0078-C, and A-15-720032-C.

The elements of the cause of action of Fraud on the Court:

1. Defendant makes a false representation as to a past or existing fact.

2. With knowledge or belief by defendant that representation is false or that defendant lacks sufficient basis of information to make the representation;

3. Defendant intended to induce the Court to act in reliance on the representation;

4. Justifiable reliance upon the representation by the Court;

5. Causation and damages to plaintiff Nona Tobin as a result of the Court's relying on misrepresentation; and

6. Must be proved by clear and convincing evidence and be pled with specificity.

Relevant Nevada court cases

NEVADA JURY INSTRUCTIONS 9.01;

NRCP 9;

(b) Fraud or Mistake; Conditions of Mind. In alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake. Malice, intent, knowledge, and other conditions of a person's mind may be alleged generally

— NRCP 9(b)

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).



Nona Tobin / March 22, 2021 / attorney malpractice, Causes of Action, Ethics, Fraud on the Court, Uncategorized / attorney misconduct, fraud /

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Cause of Action: Abuse of Process

The Elements of Abuse of Process apply to all defendants in all related cases

Interpleader complaint was an abuse of process because Defendant Steven Scow named parties who don't have a claim and because it was filed to obstruct the administration of justice in other cases that were improperly filed, the wrong parties were intentionally named and the correct ones intentionally omitted.

The attorneys in all the related cases have engaged in a massive fraud on the court, involving presenting false evidence,

1. Filing of a lawsuit made with ulterior purpose other than to resolve dispute

Link to ["Interpleader Complaint was filed with an ulterior motive"](#)

This interpleader complaint was filed for the corrupt purpose of continuing to obstruct a fair, evidence-based adjudication of Nona Tobin's claims.

Links to NV Supreme Court cases [82294](#), [82234](#), and [82094](#)

The defendants, jointly in concerted action and/or conspiracy, and each one separately, are utilizing this untimely, unwarranted, and harassing interpleader

complaint in the corrupt attempt to moot the appeals of their non-meritorious claims in cases A-15-720032-C and A-19-799890-C.

Defendants improperly utilized this and the multiple related civil actions intended to the quiet title following a disputed 2014 HOA foreclosure. Their corrupt purpose was to get the court to bless their clients' theft of Nona Tobin's property, and the attorneys of those engaged in racketeering, conspired to cover it up.

Civil actions have been used to steal from Nona Tobin

1. Attorneys have presented false evidence, withheld evidence, falsified documents to cover up FirstService Residential dba Red Rock Financial's predatory debt collection that led to the secret foreclosure sale.
2. Attorneys have presented false evidence, withheld evidence, falsified documents, to cover up Steven Scow's, and other conspirators' misappropriation of the proceeds of many secretly-conducted sales.
3. Joseph Hong and Melanie Morgan conspired to engineer an ex parte meeting with Judge Kishner in order to derail Nona Tobin's case.
4. Nationstar recording false claims to the title of the subject property to abuse the quiet title litigation process to get a court-sanctioned theft of Nona Tobin's property.
5. Joseph Hong conspired with others to conceal that Jimijack's void deed had no legal capacity to hold or transfer title.
6. Brittany Wood conspired with others not having an admissible deed and then fraudulently conveying it to one of the trustees as an individual.
7. Joseph Hong's and Melanie Morgan's negotiating a fraudulent deal to steal Nona Tobin's property that was represented to the court as a Nationstar-Jimijack settlement of all claims, but was actually a contract between non-parties to the litigation.
8. Brittany Wood misrepresenting the court record, the facts and the law, in order to evade detection that her clients' had knowingly received Tobin's fraudulently conveyed property.

2. Wilfull act in the use of legal process not proper in the regular conduct of the proceeding

Steven Scow named five defendants in the interpleader complaint when he knew that four of those defendants had already recorded releases of their claims.

[Link to Nona Tobin's 3/15/21 Request for Judicial Notice of the Clark county Recorder's Office records for APN 191-13-811-052.](#)

Steven Scow's allegations in the complaint were false and were for the corrupt purpose of evading detection that he misappropriated the proceeds of this 8/15/14 foreclosure sale and a dozen other Sun City Anthem foreclosures that were secretly, and without legal authority, conducted by Red Rock Financial Services in 2014.

Steven Scow has unlawfully retained the proceeds from multiple HOA foreclosures in an unauthorized, unaudited attorney trust account.

[Link to "HOA debt collectors yield an unlawful amount of power"](#)

[Link to Sun City Anthem bylaws 3.20/3.18 \(annotated\) prohibition of the delegation of certain Board duties and the Board's loss of control of funds collected for the benefit of the HOA](#)

[Link to "SCA board secretly sold a dozen houses in 2014"](#)

[Link to "We can learn a lot from this Spanish Trail HOA case"](#)

3. Damages as a direct result of the abuse

What happened after Sun City Anthem refused ...



Actual damages to Nona Tobin currently exceed \$700,000 and counting because attorneys unilaterally rejected her 2017 offer to settle at no cost without approval of the HOA Board. Their motive was to cover up the fraudulent acts of Red Rock and other HOA agents and attorneys.

Links to NV Supreme Court cases [82294](#), [82234](#), and [82094](#) that the co-conspirator defendants are attempting to moot by this unwarranted and harassing interpleader complaint.

Steven Scow filed the interpleader action more than six years after he failed to distribute the \$57,282.32 excess proceeds from the 8/15/14 sale

Nevada law required the proceeds to be distributed after the sale

The HOA foreclosure sale was conducted on 8/15/14, and the 2013 statutes applied.

Link to [NRS 116.3116-NRS 116.31168 \(2013\)](#) – the applicable 2013 NRS provisions governing HOA foreclosures

Links to [SCA 223-224](#) and [RRFS 047-048](#) show Steven Scow was instructed to interplead the proceeds on 8/28/14.

Mortgage servicing fraud is many big bank's business model

In this case, however, Nationstar's mortgage servicing fraud normal tactics weren't available so it chose to use co-conspirator attorneys, to abuse the quiet title litigation process.

Link to [12/7/20 National settlement of all Attorneys Generals' mortgage servicing complaint vs. Nationstar](#)

Link to 2012 [National mortgage settlement with Bank of America](#)

Link to 2012 [National mortgage settlement with Wells Fargo](#)



Nona Tobin / March 22, 2021 / A-21-828840-C, attorney malpractice, Complaints, Elder abuse, Ethics, Fraud on the Court /

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Cause of Action: RICO Damages pursuant to NRS 207.470 Racketeering

The elements of a civil claim for damages caused by racketeering are:

1. Defendants, and each of them, engaged in conduct which constitutes a pattern of racketeering activity pursuant to NRS 207.360, including (9) taking property from another under circumstances not amounting to robbery, (18) Grand larceny; (29) Perjury or subornation of perjury; (30) Offering false evidence; (35) Any violation of [NRS 205.377](#);
2. Defendants, and each of them, engaged in conduct which constitutes a pattern of racketeering activity in violation of NRS 207.470;
3. Defendants, and each of them, committed at least two separate crimes relating to racketeering constituting a pattern of racketeering activity. (the “Predicate Acts”);
4. Defendants’ crimes are interrelated by distinguishing characteristics and are not isolated incidents but are a part of a pattern of criminal activity;
5. The Defendants, and each of them, violated NRS 207.400;
6. Plaintiff Nona Tobin has suffered damages;
7. Plaintiff Nona Tobin is entitled to treble damages against Defendants, and each of them. NRS 207.470(1);

8. Plaintiff Nona Tobin is entitled to an award of punitive damages; and

9. Plaintiff Nona Tobin is entitled to an award of attorney fees and costs as damages.
NRS 207.470(1).

A partial list of the Counter-Defendants', Cross-defendants' and third-party defendants' Predicate Acts

Nationstar LLC and/or Nationstar LLC dba Mr. Cooper recorded false claims on [12/1/14](#), [1/22/15](#), [8/17/15](#), [1/13/16](#), [6/7/16](#), [3/8/19](#) rescind and [3/8/19](#) assign, and [6/3/19](#).

Red Rock Financial Services recorded false claims on [12/14/12](#), [3/12/13](#), [4/3/13](#), [4/8/13](#), and executed the foreclosure deed Thomas Lucas recorded on [8/22/14](#).

Joseph Hong's clients recorded false claims on [6/9/15](#), [6/9/15](#), [12/1/15](#), [5/1/19](#), [5/23/19](#), [5/28/19](#), [7/24/19](#), [12/3/19](#), [12/27/19](#), and [12/27/19](#) and aided and abetted false claims to be recorded on [6/3/19](#), [6/4/19](#), [7/10/19](#), [7/17/19](#), [12/27/19](#), [2/6/20](#), [2/6/20](#), and [12/4/20](#).

Attorneys for Wright, Finley, Zak, aided and abetted mortgage servicing fraud of both Bank of America and Nationstar Mortgage by filing into these quiet title civil actions statements known to be false and disclosing false evidence Edgar Smith (NV bar #5506) 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, Michael Kelly NV Bar #10101).

Attorneys for Akerman LLP (Melanie Morgan NV Bar #8215, Karen Whelan NV Bar #10466, Donna Wittig NV Bar #11015). [5/15/18](#), [2/7/19](#), Thera Cooper NV Bar #13468, [2/12/19](#), [2/12/19](#), [2/20/19](#), [2/21/19](#), [2/21/19](#), [2/27/19](#), [2/28/19](#), [2/28/19](#), [3/7/19](#), [3/12/19](#), [3/12/19](#), [3/18/19](#), [3/21/19](#), [3/26/19 RTRAN](#), [4/12/19](#), [4/15/19](#) (SAO signed [4/10/19](#)), [4/19/19](#), [4/23/19](#), [4/23/19 RTRAN](#), [4/25/19 RTRAN](#), [5/3/19](#), [5/21/19 RTRAN](#), [5/29/19 RTRAN](#), [5/31/19](#), [6/24/19](#), [6/24/19](#), [6/25/19](#), [7/1/19](#), [7/22/19](#).

Joseph Hong (NV Bar #5995) filed written false statements, filed frivolous unsupported harassing pleadings, knowingly made false verbal statements, made fraudulent misrepresentations of material facts, concealed/failed to disclose material facts, conspired with others, received proceeds, on these dates, [6/9/15 DEED](#), [6/16/15](#), 6/8/16, [8/12/15](#), [10/16/15](#), [8/30/16](#), [9/29/16 RTRAN](#), [12/5/16](#), [12/20/16 RTRAN](#), [3/13/17](#), [3/13/17](#), [3/13/17](#), [12/5/18](#), [3/25/19](#), [3/26/19 RTRAN](#), [4/15/19](#), [4/22/19](#), [4/23/19 minutes](#), [4/23/19 RTRAN](#), [4/23/19 RTRAN annotated](#), 4/25/19 RTRAN, 5/1/19 DEED, [5/3/19](#), 5/21/19, 5/23/19 Agreement, [5/24/19](#), 5/29/19 video, 5/29/19 RTRAN, 6/3/19 RTRAN, 6/3/19 video, [6/5/19](#), 6/5/19 video, [6/5/19 RTRAN](#), 6/5/19 video, [6/6/19 RTRAN](#), [6/24/19](#), [6/28/19](#), [8/7/19](#), [8/13/19](#), [9/3/19 RTRAN](#), 9/3/19 video, 6/25/20, [7/1/20](#), [8/3/20 annotated](#), 8/11/20 video, 8/11/20 RTRAN, [10/8/20](#), [10/8/20 annotated](#), [10/16/20 OST](#), [10/16/20 NEO](#), 10/29/20 RTRAN, 10/29/20 video, 11/3/20 video, 11/3/20 RTRAN.

Detailed allegations against defendants are delineated in complaints to the Nevada Attorney General on [3/14/19](#) and [11/10/20](#).

Detailed allegations against defendants are delineated in complaints to the Nevada State Bar on [2/14/21](#) and on [2/16/21](#).

Detailed allegations against multiple defendants are delineated in these publications

| [*Cause of Action: Abuse of Process*](#)

| [*Recommendation to the Nevada Commission on Judicial Discipline*](#)

| [*Nevada Commission on Judicial Discipline Complaint*](#)

Specific allegations related to false claims recorded by multiple defendants in the Clark County Official property records are in this publication

| [*NONA TOBIN'S 3/15/21 REQUEST FOR JUDICIAL NOTICE*](#)

Detailed allegations against Brittany Wood are delineated in these publications

| [*Complaint to the State Bar of Nevada Ethics & Discipline Panel vs. Brittany Wood*](#)

| [*Complaint to the State Bar of Nevada Ethics & Discipline Panel vs. Brittany Wood*](#)

Detailed allegations against Melanie Morgan are delineated in these publications

| [*Complaint Against Melanie Morgan*](#)

| [*Nona Tobin Declaration Under Penalty of Perjury*](#)

Detailed allegations against Nationstar are delineated in these publications

This fraud on the court publication has nine videos that show exactly how the attorneys tricked the court into letting Nationstar and Joel Stokes steal Nona Tobin's house without ever putting on a case, meeting their Plaintiffs' burden of proof, or refuting Nona Tobin's claims against them.

| [*Judicial Jiu-Jitsu is fraud on the court*](#)

| [*Nationstar Mortgage's Fraud*](#)

Some allegations against Steven Scow & Brody Wight are delineated in these publications

| [*2020 Court hearings Part 1*](#)

| [*Interpleader Complaint was filed with an ulterior motive*](#)

Court records that evidence fraud on the court Joseph Hong are partially found here

| [2016 Court hearings](#)

Documentary evidence of abuse of process, fraud on the court, conspiracy, and racketeering are in linked exhibits to the Nevada attorney General & to the Mortgage Lending Division

| [2nd complaint to the Nevada Attorney General & exhibits](#)

| [WHY NATIONSTAR & ITS ATTORNEYS MUST BE SANCTIONED AND PAY PUNITIVE DAMAGES](#)

| [Joseph Hong: pay Nona Tobin treble damages for stealing her house and be disbarred](#)

Specific allegations related to false claims recorded by multiple defendants in the Clark County Official property records are in this publication

| [Nevada Rules of Professional Conduct](#)

A fable to illustrate Joseph Hong's & Melanie Morgan's fraud on the court is in this publication

| [A Duel to the Death](#)

This publication of the Nevada Rules of Civil Procedure will be updated to highlight relevant rules related to proposed sanctions and proposed civil court reform

[Nevada Rules of Civil Procedure](#)

Nona Tobin's Cross-claims vs. Nationstar and Wells Fargo and counter-claims vs. Red Rock Financial Services and motions for attorney sanctions in Nevada district court case A-21-828840-C are found in this publication

[NONA TOBIN'S 2021 MOTIONS FOR ATTORNEY SANCTIONS](#)

Detailed allegations vs. Joseph Hong are in these publications

[Joseph Hong: pay Nona Tobin treble damages for stealing her house and be disbarred](#)

[10 Reasons why to sanction Joseph Hong](#)

Relevant Nevada case law

NRS 207.470; Stoddart v. Miller, 2008 WL 6070835 (Nev. 2008);

Siragusa v. Brown, 114 Nev. 1384, 971 P.2d 801 (1999);

Gordon v. Eighth Judicial Dist. Ct., 12 Nev. 216, 231, 913 P.2d 240, 250-51 (1996);

Cummings v. Charter Hosp. of Las Vegas, Inc., 111 Nev. 639, 896 P.2d 1137 (1995);

Allum v. Valley Bank of Nevada, 109 Nev. 280, 849 P.2d 297 (1993);

Hale v. Burkhardt, 104 Nev. 632, 634, 764 P.2d 866, 867 (1988).



Nona Tobin / March 22, 2021 / A-21-828840-C, Causes of Action, Fraud on the Court, mortgage servicing fraud / RICO /

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Cause of Action: Civil Conspiracy

Plaintiff repeats, realleges, and incorporates herein by this reference the allegations hereinabove inclusively as though set forth at length and in full herein.

Defendants collectively constitute a combination of two or more persons.

Defendants acted in concert by agreement, understanding, or a “meeting of the minds” regarding the objective and the means of pursuing it, whether explicit or by tacit agreement (the “Scheme”).

Defendants, and each of them, intended to and did accomplish an unlawful objective for the purpose of harming Plaintiff Nona Tobin through the Scheme.

The Scheme harmed Plaintiff Nona Tobin

As a direct, proximate, and foreseeable result of the Scheme, Plaintiff has been damaged in excess of \$15,000 and in an amount to be determined at the time of trial.

Defendants’ acts were committed with fraud, oppression, and/or malice, entitling Plaintiff Nona Tobin to punitive damages pursuant to NRS 42.005 in an amount to be determined at the time of trial.

As a direct, proximate, and foreseeable result of the Defendants’ acts, it has become necessary for Nona Tobin to secure the services of an attorney, and Nona Tobin is entitled to recover fees and costs incurred herein as damages.



Nona Tobin / March 22, 2021 / Causes of Action, Fraud on the Court / conspiracy /

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What is the PUD Rider?

The P.U.D. RIDER must be enforced to protect HOA homeowners from corporate corruption.

The banks deceived the Courts about the “F. Remedies” contract term in the Planned Unit Development Rider.

How lenders cheat owners out of their houses



This scheme isn't just how Nationstar stole a house from me.

This is the same ploy that many, many banks have used to steal many, many houses from HOA homeowners.

It works because the HOA debt collectors conspired with the corrupt attorneys/lenders to conceal the existence of the PUUD Rider Remedies from the owners and from the courts.

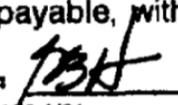
Nationstar knew the PUD Rider remedy limits, but misrepresented it.

Nationstar disclosed the Hansen deed OF TRUST as NSM 141-162.

The Planned Unit Development Rider Remedies F was disclosed as NSM 160. In the [2004 Recorded documents](#), it is numbered 2004 021 RECORDED.

it is the featured image of this blog and it is pictured again below.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph 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: 

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

F3150RLU 0205

07-14-2004 15:01

If a lender pays late HOA dues, the ONLY recovery is the amount paid with interest charged at the note rate.

[PUD rider remedies f.](#) provides 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, offer or payment of delinquent assessments, rejected or not, as a de facto foreclosure to confiscate an owner's property without due process.

Nationstar disclosed the PUD Rider Remedies section so ignorance cannot be an excuse when Nationstar filed its duplicitous [2/12/19 joinder](#) in order to get rid of the owner without foreclosing.

Nationstar was not ever owed Hansen's debt

Nationstar disclosed that it does not hold the original note by disclosing a copy as [NSM 158-160](#).

NSM's copy of the note shows Nationstar, Wells Fargo and bank of Amercia are **not** in the chain of title of endorsements.

Criminal penalties must be applied.

All recorded assignments of the Hansen DEED OF TRUST that culminated in Nationstar reconveying the Hansen DEED OF TRUST to Joel Stokes, an individual, on 6/3/19, were false claims to title in the meaning of [NRS 205.395](#).

Evidence in this case has been submitted to administrative enforcement agencies

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](#),

The pattern of racketeering by financial institutions is well documented nationwide.

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](#).

The PUD Rider is just their special trick reserved for screwing HOA homeowners.

Nona Tobin / March 12, 2021 / PUD Rider scam / bank fraud /

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What does it take to get disbarred in Nevada?

Nevada Attorney General Ford, what does it take to get disbarred in Neva...



Nona Tobin / March 10, 2021 / Elder abuse, Ethics, Video / Akerman LLP, breach of professional ethics, ex parte communications, Joseph Hong #5995, Judge Joanna Kishner, Melanie Morgan #8215 /

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1st complaint to the Nevada Attorney General & exhibits

**STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL**

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



COMPLAINT FORM

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

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

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

SECTION 1: COMPLAINANT INFORMATION

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

SECTION 2: TYPE OF COMPLAINT

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

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PRIMARY LANGUAGE: English					

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

SECTION 3: MY COMPLAINT IS AGAINST

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

Continue to Section 4 to describe complaint.

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

SECTION 4: DESCRIBE YOUR COMPLAINT:

➤ (to add attachments, see Section 5)

The civil action is A-15-720032-C. Three parties are competing for quiet title following a disputed 8/15/14 HOA foreclosure sale. I became the Trustee of the Gordon B. Hansen Trust, former owner of the property, when Gordon Hansen died on 1/14/12. **NOIN 3209**

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

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

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

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

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

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

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

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

SECTION 5: EVIDENCE

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



SECTION 6: WITNESSES

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

N/A

SECTION 7: SIGN AND DATE THIS FORM

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

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

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

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

SIGNATURE: Nona Tobin
Nona Tobin (Mar 14, 2019)
PRINT NAME: Nona Tobin
DATE: Mar 14, 2019

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

➤ SECTION 8: OPTIONAL INFORMATION

➤ GENDER

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

➤ ETHNICITY

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

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

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

➤ MARK ALL THAT APPLY:

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

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

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

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

Review the complaint immediately.

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

introduce him or herself to the Nationstar attorney present.

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

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

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

(RFDs, ROGGs and responses will be provided by email since I can't figure out

how to add more attachments to this online form.)

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

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

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

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

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

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

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

Page 6 of 6

Links to Exhibits to 3/14/19 complaint to the NV Attorney General

2011 [Certified fraud examiner Amicus curiae MA Supreme Court](#)

7/15/2004 [Western Thrift Deed of Trust](#)

7/15/2004 [COPY of GBH note NSM 258-260](#)

5/14/2008 [10 SCA bylaws 3.20/3.18abefgi prohibits BOD delegation](#)

3/11/2011 [2011 anti-foreclosure fraud law AB 284](#)

10/1/2011 [NV 2011 Legislative Digest re AB 284 changes](#)

2/1/2012 [2012 National Mortgage Settlement](#)

4/12/2012 [Recorded DOT assign to BANA](#)

8/8/2012 [6 Sparkman RPA \\$310K](#)

8/10/2012 [Tobin counter to require lender to pay seller costs](#)

8/10/2012 [7 BANA short sale addendum](#)

8/11/2012 [8 Tobin re lender is seller](#)

9/17/2012 [9 SCA MSJ exhibit 3 re intent to lien SCA628](#)

9/20/2012 [5 Hearing Notice Sanction 4 Delinquent Assessments](#)

10/3/2012 [4 Tobin letter 2 SCA w/ 8/17/12 chk 143 + death cert](#)

1/27/2013 [BANA confusion over DOT – misc docs](#)

6/5/2013 [HUD-1 draft showing \\$3055.47 due to HOA out of escrow](#)

6/19/2013 [Proudfit 2 Ticor: BANA rejected buyer](#)

12/31/2013 [Mortgage transfer disclosure requirements](#)

7/1/2014 [Leidy-Tobin emails 7/24/14 through 10/24/14](#)

7/22/2014 [11 SCA 280-280 BOD denial of fee waiver request](#)

8/21/2014 [RRFS trust account check \\$57,282.32 to CC District court](#)

9/9/2014 [BANA recorded 8/21/14 assignment to Wells Fargo](#)

9/25/2014 [2 Res Trans Rpt 1336-7 GBH 2 Jimijack](#)

12/1/2014 [NS recorded 10/23/14 assignment to itself as BANA's "attorney-in-fact"](#)

3/12/2015 [WF recorded substitution trustee reconvey 2nd DOT 2 GBH](#)

4/1/2015 [Thomas Baynard CA bar discipline](#)

6/9/2015 [Recorded OpHomes 2 F.Bondurant 6/4/15 quit claim](#)

6/9/2015 [3 Quit claim to Jimijack - Yuen Lee signed as T Lucas](#)

1/13/2016 [NS Lis Pendens re A-730078-C](#)

4/1/2016 [Unrecorded WF power of attorney NSM 270-272](#)

5/9/2016 [Residential Transaction Report - 2763 White Sage](#)

6/7/2016 [NS Lis Pendens re A-720032-C](#)

9/18/2016 [Tobin letter to R-J editor "HOAs, foreclosures, and property rights"](#)

12/28/2016 [Corwin notary communications](#)

1/3/2017 [Debra Batesel journal entries re 6/4/15 quit claim & RPA](#)

3/28/2017 [Recorded GBH Trust quit claim 2 Tobin](#)

3/28/2017 [Recorded Hansen Disclaimer of Interest NSM 212-217](#)

11/5/2018 [Irma Mendez affidavit re Joel Just](#)

2/5/2019 [SCA MSJ against Tobin](#)

2/5/2019 [SCAMSJ Ex5-10/8/12 receipt + false claim of 9/20 notice](#)

2/5/2019 [SCAMSJ Ex12-notices with proofs of service](#)

2/12/2019 [Joinder to the SCA motion,](#)

2/12/2019 [NS Ltd joinder 2 SCA MSJ](#)

2/20/2019 [Gmail – compare NS disclosure with my paid off note](#)

2/20/2019 [Gmail – another nail in Nationstar’s coffin](#)

2/25/2019 [NS unrecorded rescinded 10/23/14 assignment-refiled NSM 404-408](#)

2/25/2019 [NS unrecorded refile of 10/23/14 as WF attorney in fact](#)

2/27/2019 [“HOA debt collectors wield an unlawful level of power”](#)

2/27/2019 [TOC 2 Tobin disclosures](#)

2/27/2019 [Tobin 1st sup + BHHS + RRFs](#)

3/1/2019 [Hearing minutes Spanish trail A-14-710161](#)

3/1/2019 [CA SOS letter re notary complaint](#)

3/5/2019 [opposition to the SCA MSJ](#)

3/10/2019 [Tobin draft DECL OPPC NS ex 1-10](#)

3/12/2019 [CA notary violations on 4/12/12 DOT 2 BANA misc docs](#)

8/27/2008 [1 Deed GBH 2 GBH Trust](#)

3/8/2019 [Recorded rescission of 10/23/14 assignment MSN 409-411](#)

1/17/2017 [Backup for notary subpoenas - not issued](#)

[CA notary laws](#)

NV Attorney General's 3/26/19 response



Nona Tobin / March 19, 2021 / attorney malpractice, Complaints, Elder abuse, Ethics, Fraud on the Court, mortgage servicing fraud, PUD Rider scam, Quiet title litigation, recorded claims to title / NV AG /

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SCA Strong

Owners should ALWAYS come first!

2nd complaint to the Nevada Attorney General & exhibits



**STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL**

100 N. Carson St. 555 E. Washington Ave., #3900
 Carson City, NV 89701 Las Vegas, NV 89101
 Phone: 775-684-1100 Phone: 702-486-3420
 Fax: 775-684-1108 Fax: 702-486-3768

www.ag.nv.gov

For official use only:

Received by: _____

Date Received: _____

Complaint Type: _____

Referred to: BCP GI
 IFU OML MFU
 MFCU PIU WCFU
 CM

(Stamp here)

COMPLAINT FORM

The information you report on this form may be used to help us investigate violations of state laws. When completed, mail, or electronically submit your form and supporting documents to the office listed above. Upon receipt, your complaint will be reviewed by a member of our staff. The length of this process can vary depending on the circumstances and information you provide with your complaint. The Attorney General's Office may contact you if additional information is needed.

INSTRUCTIONS: Please **TYPE/PRINT** your complaint in dark ink. You must **write LEGIBLY**. All fields **MUST be completed**.

SECTION 1.

COMPLAINANT INFORMATION

Salutation: Mr. Mrs. Ms. Miss

Your Name: Tobin Nona
 Last First MI

Your Organization, if any: Fight Foreclosure Fraud, Inc.

Your Address: 2664 Olivia Heights Ave. Henderson NV 89052
 Address City State Zip

Your Phone Number: (702) 465-2199
 Home Cell Work Fax

Email: fightforeclosurefraudinc@gmail.com Call me between 8am-5pm at: Home Cell Work

Age: Under 18 18-29 30-39 40-49 50-59 60 or older

SECTION 2.

TYPE OF COMPLAINT

<input type="checkbox"/> Bureau of Consumer Protection <input type="checkbox"/> General Investigations <input type="checkbox"/> High Tech Crime <input type="checkbox"/> Insurance Fraud <input type="checkbox"/> Medicaid Fraud	<input checked="" type="checkbox"/> Mortgage Fraud <input type="checkbox"/> Open Meeting Law <input type="checkbox"/> Public Integrity <input type="checkbox"/> Workers Comp. Fraud
--	--



**STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL**

100 N. Carson St. 555 E. Washington Ave., #3900
 Carson City, NV 89701 Las Vegas, NV 89101
 Phone: 775-684-1100 Phone: 702-486-3420
 Fax: 775-684-1108 Fax: 702-486-3768

www.ag.nv.gov

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Date Received: _____

Complaint Type: _____

Referred to: BCP GI
 IFU OML MFU
 MFCU PIU WCFU
 CM

(Stamp here)

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--	--

SECTION 3.

BUSINESS OR INDIVIDUAL COMPLAINT IS AGAINST

Business/Provider Name: Nationstar LLC & Akerman attorneys

Individual/Contact: Morgan Melanie Lead Attorney
Last First Job Title (Example: CEO)

Individual/Business Address: 1635 Village Center Circle Las Vegas NV 89134
Address City State Zip

Individual/Business Phone: _____
Work Mobile Fax

Individual/Business Email: melanie.morgan@akerman.com

Individual/Business Web Site: _____

Please detail the nature of your complaint against the individual, business, or provider listed in Section 3. Include the who, what, where, when, and why of your complaint, full explanation of the transaction involved and a chronology of the events. (Please include any nicknames or aliases, identifying information such as Social Security number(s), license plate(s), year/make of vehicle(s), etc.). You may use additional sheets if necessary.

My complaint is:

Akerman attorneys conspired with Joseph Hong, NV bar 5995 & others, steal 2763 White Sage, valued at \$505,000 from me by recording false claims against the title, filing pleadings & motions that contained false claims to have rights to the title, serving notice that a hearing was changed in order to have ex-parte communications with Judge Kishner on 4/23/19 that obstructed my ability to have my quiet title claims fairly adjudicated. NSM's false claims, recorded on 12/1/14, 3/8/19 & 6/3/19, related to the 7/15/04 Hansen Western Thrift note should be investigated per NRS 205.395

ALLEGED OPEN MEETING LAW VIOLATION IS AGAINST

Name of Public Body: _____

(i.e., specific board, commission, agency, or person(s) etc.)

Date of meeting where alleged violation occurred (mm/dd/yyyy): _____

Please detail the specific violations against the board, commission, or agency or person listed in Section 3. Include the who, what, where, when, and why of your complaint. You may use additional sheets if necessary. Remember the Open Meeting Law applies only to public bodies (see NRS 241.015 for definition) and only to members of public bodies.

My complaint is:

PUBLIC OFFICIAL'S INFORMATION (Whom Your Complaint Is Against)

Official's Name: _____ Title: _____
Official's Government

Agency or Body: _____

Official's Work Address: _____
(Street / PO Box) (City) (State) (ZIP Code)

Official's Telephone: _____

Links to exhibits to 2nd complaint to the Nevada Attorney General

1. [12/1/14 Assignment](#) Nationstar – no power of attorney – executed B of A to Nationstar assignment of the 7/22/04 Hansen deed of trust
2. [NSM 258-260](#) Nationstar disclosed it did not have the original Hansen promissory note, and the copy of the note it had was not endorsed to Nationstar
3. [2/20/19 SODWOP](#) Nationstar dropped all its quiet title claims against all parties except Jimijack (1/11/16 COMP in A-16-730078-C) without adjudication or any judicial scrutiny of evidence.
4. [2/2819 RESP Pg 6](#) Nationstar admitted in response to interrogatories that it was not the beneficiary of the Hansen deed of trust; it was just the servicing bank for non-party Wells Fargo who has never claimed to be the beneficiary of the Hansen deed of trust. On page 7, the verification only included that Nationstar was the servicer and was signed by a previously unknown person of unknown authority.
5. [3/8/19 Rescission](#) Nationstar – no power of attorney – rescinded 12/1/14 B of A to Nationstar assignment of the 7/22/04 Hansen deed of trust which means that Nationstar had no recorded claim to give it standing to be in either cases A-15-

720032-C or A-16-730078-C and is judicially estopped from claiming that it was the owner of the Hansen deed of trust during all relevant times or ever.

6. [3/8/19 Assignment](#) Nationstar – no power of attorney – executed Wells Fargo to Nationstar assignment of the 7/22/04 Hansen deed of trust
7. [3/14/19 AG 2-2019](#) Complaint to the AG that was allegedly served on Melanie Morgan
8. [3/18/19 NITD](#) Nationstar three-day notice to take default against Jimijack since Jimijack did not answer the 6/2/16 AACC
9. [3/21/19 MSJ](#) Nationstar filed an MSJ against Jimijack and not against Nona Tobin, the HOA or the Gordon B Hansen Trust
10. [4/10/19 OPP/MSJ](#) Tobin opposition to Nationstar’s MSJ as Nationstar did not own the beneficial interest of the Hansen deed of trust; and the HOA sale was void in its entirety so foreclosure would have to have been against Tobin for any lender; plus Jimijack’s deed was void per NRS 111.345.
11. [4/9/19 NRS 38.310\(2\)](#) Notice of completion of mediation by Tobin/Hansen Trust when neither Jimijack nor Nationstar had complied with NRS 38.310 so the court lacked jurisdiction to grant them relief sought.
12. [4/12/19 NS](#) Jimijack (who didn’t have a valid deed never filed any claims against Nationstar or against Tobin or the Hansen Trust) prevailed in the quiet title case by “settling” out of court with Nationstar in a fraudulent deal that excluded Tobin and the Hansen Trust. Judge Kishner never examined any evidence to support their claims (Judge Kishner held 42 hearings, but never examined any evidence.)
13. [4/17/19 TOC exhibits 600 pages of evidence to support Tobin’s claims that were stricken from the record unheard by bench orders at the 4/23/19 ex-parte hearing.](#)
14. [4/19/19 RESP](#) Nationstar convinced the court that it was ok for Nationstar and Jimijack to settle the quiet title dispute without the court examining any evidence because Nationstar and Tobin/ Hansen trust weren’t really opposing parties.
15. [4/23/19 NWM](#) Nationstar dropped its motion for summary judgment against Jimijack without Jimijack filing an opposition (that Judge Kishner required to be filed by 4/26/19 on her 4/12/19 order continuing the hearing to 5/7/19 and convinced Judge Kishner that was the end of the case because she had granted the HOA’s motion for summary judgment (based on no evidence) and Nationstar’s limited joinder (based on no evidence and explicitly contrary to the Hansen deed

of trust PUD rider Remedies (f) (NSM 160) that prohibits the use of tender of delinquent HOA assessments as a de facto foreclosure.

16. [4/23/19 Transcript](#) Nationstar & Jimijack's attorneys, Melanie Morgan & Joseph Hong met with Judge Kishner ex-parte after serving notice that the hearing was continued on 4/15/19 (SAO) and 4/22/19 (NTSO) in order to get Nona's pro se motions and notices stricken unheard from the record to make a fraudulent "settlement".
17. [5/23/19 DOT annotated](#) Neither Nationstar nor Jimijack are parties to \$355,000 deed of trust executed & recorded on 5/23/19 by nonparties Joel A Stokes & Civic Financial Services
18. [4/23/19 video](#)
19. [4/23/19 minutes](#)
20. [5/1/19 DEED](#) Joel & Sandra Stokes as trustees of Jimijack dumped Jimijack's deed by transferring the title into Joel's name as an individual. Judge Kishner never ruled on Jimijack's deed that Nona Tobin claimed was inadmissible per NRS 111.345 in her 2/1/17 AACC vs Jimijack and in two declarations under penalty of perjury.
21. [5/21/19 Transcript](#) Nationstar attorneys characterize as a settlement agreement between parties Jimijack & Nationstar that excluded parties Nona Tobin & the Gordon B. Hansen Trust from the title fight without the court examining any evidence including not examining the alleged settlement documents.
22. [5/31/19 NESO](#) Nationstar stipulates that it drops its remaining quiet title claim against Jimijack with prejudice so they both win without the judge ever looking at the evidence or hearing Nona Tobin's claims against Nationstar & Jimijack.
23. [6/3/19 Reconvey](#) Nationstar dba Mr. Cooper falsely claimed to be both the beneficiary and the trustee of the Hansen deed of trust and reconveyed without legal authority the property to Joel A Stokes two days before the quiet title trial (A-15-720032-C) that allegedly was held to determine the title rights between the Gordon B. Hansen Trust and the Jimijack Irrevocable Trust.
24. [Supreme Court case 79295](#) Online case management system – see how opposing parties were successful in getting me removed as a party by saying I was not aggrieved. See orders [SC 19-37846](#) and [SC 20-016346](#).
25. [Judicial Jiu-jitsu](#) Youtube channel contains closed-caption videos of all the A-15-720032-C court hearings from 2016-2019 and all the A-19-798990-C court

hearings held in 2020 as well as brief videos explaining the trickery employed by the opposing attorneys to suppress Nona Tobin's evidence and obstruct her access to a fair adjudication of her claims on their merits by an impartial tribunal.

[11/10/20 NV AG complaint](#)

[12/4/20 rejection](#) of the complaint by the Nevada Attorney General



Nona Tobin / March 19, 2021 / attorney malpractice, Complaints, Fraud on the Court, mortgage servicing fraud / Akerman LLP, bank fraud, Bank of America, Melanie Morgan #8215, Nationstar Mortgage LLC, PUD Rider, Wright Finley Zak LLP /

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SCA Strong

Owners should ALWAYS come first!

WHY NATIONSTAR & ITS ATTORNEYS MUST BE SANCTIONED AND PAY PUNITIVE DAMAGES

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING
COMPLAINT FORM

Submit this form electronically (submit button on last page), by email to MLDInfo@mld.nv.gov, mail, or FAX to 702-486-0785

Mail To: Division of Mortgage Lending Attn: Consumer Complaints 3300 West Sahara Avenue, Suite 285 Las Vegas, NV 89102	Received Date:
--	----------------

Per NRS 645B.600 Anonymous complaints will not be pursued by the Division

INSTRUCTIONS: FILL ONLINE AND PRINT OUT THE FORM OR PRINT FORM AND LEGIBLY FILL WITH AS MUCH INFORMATION AS IS KNOWN TO YOU.

INFORMATION ABOUT YOU

NAME (ENTER YOUR FULL NAME):

NONA TOBIN

RESIDENCE ADDRESS (STREET ADDRESS, CITY, STATE AND ZIP CODE):

2664 OLIVIA HEIGHTS AVE.

HOME TELEPHONE: (702) 465-2199	WORK TELEPHONE:	EMAIL ADDRESS: NONATOBIN@GMAIL.COM
-----------------------------------	-----------------	---------------------------------------

INFORMATION ABOUT PERSON/COMPANY YOU ARE COMPLAINING AGAINST

1. FULL NAME OF BUSINESS, COMPANY, FIRM: NATIONSTAR MORTGAGE LLC & AKERMAN LLP & WRIGHT FI	TELEPHONE NUMBER: (702) 634-5000 (Akerman)
---	---

BUSINESS ADDRESS:
1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134

PERSON INVOLVED IN TRANSACTION, INCLUDE BUSINESS CARD IF AVAILABLE:
Melanie Morgan (NV Bar #8215) melanie.morgan@akerman.com

2. HAVE YOU CONTACTED THE COMPANY/PERSON REGARDING THE COMPLAINT?

NO YES IF, YES, PROVIDE THE FOLLOWING INFORMATION:

DATE (S) OF CONTACT: 3/14/19; 4/10/19; 4/17/19; 4/24/19; 4/29/19; 5/23/19; 6/17/19; 6/21/19; 7/22/19; 7/2

PERSON (S) CONTACTED: See attached

RESULTS OF CONTACT:
Melanie Morgan met ex parte with Judge Kishner, conspired with Joseph Hong and others to steal 276

3. HAVE YOU FILED THIS COMPLAINT WITH ANOTHER LAW ENFORCEMENT OR CONSUMER PROTECTION AGENCY?

NO YES IF YES, COMPLETE THE FOLLOWING:

NAME OF AGENCY/CONTACT (PROVIDE CASE/REPORT ID AND A COPY OF THAT COMPLAINT/REPORT):
NV AG 2-2019 3/14/19 (attached) and 11/12/20 (attached) - I was referred to this office

4. PLEASE DETAIL WHAT RESOLUTION YOU WISH TO OBTAIN WITH THIS COMPLAINT (You may attach additional sheets if necessary.)

I want the title to 2763 White Sage returned free & clear. I want the attorneys who lied to the court 1





NRS 205.395 complaint to Mortgage Lending Division **Attachment to Form**

Mortgage servicing fraud

Mortgage servicing fraud by Bank of America and Nationstar (NSM) obstructed legitimate, arms-length sales of the subject property, APN 191-13-811-052) after the borrower Gordon (Bruce) Hansen died. Instead of foreclosing, Nationstar allowed Sun City Anthem's debt collector Red Rock Financial Services, sell it for \$63,100 without notice three months after I had sold it on www.auction.com for \$367,500. Nationstar said the beneficiary rejected the \$367,500 sale and ignored a \$358,800 offer in hand pending lender approval when the surprise HOA sale occurred.

Neither servicing bank nor any lender ever took the proper steps to foreclose or ever recorded a notice of default.

In 2013, I initiated a deed in lieu of foreclosure which B of A rejected verbally without providing written documentation. Without foreclosing or accepting title, B of A took possession and locked me out for about six months. I re-took possession when B of A refused to take responsibility for the property and transferred the servicing to Nationstar.

Nationstar filed multiple false statements in its pleadings into the quiet title action following the defective HOA sale but refused to join with me to get the HOA sale voided in its entirety. Instead, Nationstar's attorney Melanie Morgan conspired with Joseph Hong, attorney for Jimijack, the party in possession, to meet covertly ex parte with the judge and get all the evidence against them excluded from judicial scrutiny. Morgan and Hong then arranged a fraudulent deal between non-parties to the litigation that they misrepresented to the court as an out of court settlement between their respective clients. Nationstar then dismissed its claims without adjudication and the court allowed their fraudulent side deal to stand.

My 2016 sworn Affidavit

I put it into the record under oath in 2016 that I had evidence that proved Nationstar had no standing to foreclose. I was joining Nationstar to void the defective HOA foreclosure sale. There was no proper purpose for Nationstar's claiming that the sale was valid to take away my rights but was invalid to take away Nationstar's. If the HOA sale was voided then it would have been subject to the Hansen deed of trust. Nationstar only made its fraudulent side deal with Jimijack



because they knew I could prove that neither one of them had any rights to the title of the property.

My affidavit is found in the exhibits at page. The relevant passage vis-à-vis Nationstar is on page TOBIN 366 EX 5 through affidavit is found in the exhibits at page. The relevant passage vis-à-vis Nationstar is on page TOBIN 366 EX 5 See [9/23/16 AFFD](#) Page 5 on page 372 of the combined exhibits:

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

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

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

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

Exhibit 1 Prior Complaints

Previous Complaints to the Nevada Attorney General, links to exhibits thereto, and articles of incorporation of Fight Foreclosure Fraud, Inc. that was formed due to the lack of response from enforcement officials and the ineffectiveness of the civil courts to overcome the fraud on the court perpetrated by corrupt attorneys.

Exhibit 2 Register of Actions

Logs of civil quiet title litigation re APN: 191-13-811-052 and appeals that resulted from Nationstar's doubling down on mortgage servicing fraud with abuse of process in the HOA foreclosure quiet title litigation.

Note that more than 1,000 pages of evidence and motions and declarations I filed as a Pro Se were stricken or otherwise unheard due to an ex parte meeting on 4/23/19 between Melanie Morgan, attorney for Nationstar and Joseph Hong, attorney for Jimijack, and Judge Kishner. The

MORTGAGE SERVICING COMPLAINT

2

NONA TOBIN



fact of this attorney misconduct de-railing the administration of justice is obfuscated in the district court register of actions and the Nevada Supreme Court's case management ~~TOBIN~~. 3231

Exhibit 3

Fraudulent claims recorded in Clark County official records

Laws and recorded claims re Hansen deed of trust. In 2011, the Nevada legislature adopted AB 284, an anti-foreclosure fraud law, that specifically in NRS 205.395 made it a class D felony to execute, notarize or record false claims to title.

Of the 61 recorded claims in the Clark County property record, the six listed in Exhibits 3G to 3L are the false, unauthorized, felonious claims recorded by Nationstar Mortgage, LLC or the corporate clone it morphed into Nationstar Mortgage, LLC d/b/a Mr. Cooper. NRS 205.377 addresses added penalties for Nationstar's fraud when it has been repeated multiple times as part of a corrupt business model.

Exhibit 4

Nationstar evaded detection of its lack of evidence by voluntarily dismissing its filed claims

Nationstar's causes of action/claims for relief were all resolved by Nationstar's stipulating to voluntarily dismiss its claims before the trial. Nationstar attorney Melanie Morgan conspired with Joseph Hong, attorney for Jimijack, to settle non-existent claims out of court in order to steal the property from the legitimate owner, the estate of the deceased borrower.

Exhibit 5

Nationstar's fraud on the court & ex parte meeting with the judge

All Nationstar's court filings, pleadings, motions and oppositions contain material misrepresentations and false statements. First, Nationstar made multiple false and conflicting statements on the record to falsely claim it was owed the \$389,000 debt outstanding the Hansen deed of trust. Nationstar concealed from the court that it had never foreclosed on a debt that had been in default since 2011 because it did not have standing to foreclose. Then, Nationstar conspired with Jimijack who did not have an admissible deed or any other proof of ownership to obstruct a fair adjudication of my legitimate NRS 40.010 claims so they could steal the house from me. Nationstar did not take Bank of America's way out (default without pursuing fraudulent claims).



Instead, Nationstar doubled down on the lie and evaded detection by convincing the court that I did not have any right to file a [NRS 40.010](#)¹ civil action as an individual deedholder despite

[NRS 30.130](#)² and convincing the judge that she didn't have any [NRS 30.030](#)³ duty to hear any evidence.

Summary of my dispute with Nationstar over the Hansen deed of trust

1. Nationstar does not hold, and has not ever held, the beneficial interest of the Hansen deed of trust which has been in default since 2011 as the borrower died on 1/14/12.
2. No lender has any proof that the debt is owed to it, but Nationstar has perpetrated a fraud on the court to trick the court into allowing a corrupt scheme to defraud the Hansen estate out of his property.
3. Nationstar has recorded false claims to title in violation of NRS 205.395 and NRS 205.377.
4. Nationstar attorney Melanie Morgan conspired with Jimijack attorney Joseph Hong to steal the Hansen property without either party having any evidence to support their clients' cases.
5. Nationstar attorney Melanie Morgan and Jimijack attorney Joseph Hong met ex parte with Judge Kishner and lied to the court to suppress evidence and to obstruct a fair adjudication.
6. Nationstar obstructed the adjudication of the legal question of the meaning of the PUD Rider Remedy section as Nationstar and many other lenders have many, many times misapplied this contract provision for the corrupt purpose of turning the payment of delinquent HOA dues into a de facto foreclosure to steal the property without complying with the conditions precedent articulated in the statutory foreclosure requirements of NRS Chapter 107 and NRS Chapter 116.

¹ **NRS 40.010 Actions may be brought against adverse claimants.** An action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim. [1911 CPA § 572; RL § 5514; NCL § 9061]

² **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...[11:22:1929; NCL § 9450]

³ **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. [1:22:1929; NCL § 9440]



The PUD Rider section F - Remedies

7/15/04

Hansen \$436,000 promissory note (COPY of note not endorsed to Nationstar or B of A was disclosed by Nationstar as Bates # [NSM 258-260](#))

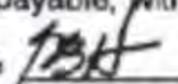
TOBIN. 3233

PUD Rider

Part of the dispute is an issue of first impression that has been prevented from being heard by Judicial Jiu-jitsu of Nationstar's attorneys.

Does the PUD Rider section F – Remedies contract term prohibit a lender's covert payment of delinquent HOA dues from becoming a de facto foreclosure?

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph 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: 

MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 1/01

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Page 2 of 3

F3150RLU 0205

07-14-2004 15:01

7/22/04 [Hansen deed of trust](#) was recorded in Clark County (Western Thrift lender; Joan H. Anderson, trustee, and MERS as nominee for beneficiary) was securitized out of existence probably immediately, but certainly before Western Thrift & Loan went bust and before Bank of America took over Countrywide and morphed its corporate shield into Bank of America, successor by merger to BAC Home Loans Servicing LP FKA Countrywide Home Servicing, 9062 Old Annapolis, Columbia MD 21045

Nationstar & Bank of America recorded claims to be owed the \$389,000 balance due after the borrower died that were provably false and prohibited by NRS 205.395 and NRS 205.377.

Both servicing banks recorded false and unauthorized claims related to the Hansen deed of trust that resulted in the property, APN 191-13-811-052, being stolen from the estate of the deceased borrower.

MORTGAGE SERVICING COMPLAINT

5

NONA TOBIN



B of A's [4/12/12 recorded claim](#) was executed by a robo-signer. The notary, Teresa D. Williams, who allegedly witnessed the bogus assignment did not renew her notary commission when it expired on 12/31/14, did not leave a notary journal with the San Bernardino County Clerk, and left no forwarding address.

TOBIN. 3234

- 9/9/14 [B of A to WF](#) recorded assignment of B of A's interest, if any, to Wells Fargo
- 12/1/14 [B of A to NSM](#) by NSM that recorded that it had B of A's power of attorney to assign B of A's non-existent interest to itself
- 3/8/19 [B of A to NSM](#) assignment rescinded by NSM recorded a week after the end of discovery in A-15-720032-C was executed by Mohamed Hameed who claimed to be the V-P of B of A
- 3/8/18 [WF to NSM](#) assignment to NSM was also executed by Mohamed Hameed who claimed to be the V-P of Wells Fargo minutes after he executed the rescission from B of A

Abuse of HOA Foreclosure Quiet Title Litigation Process

Nationstar's attorneys' misconduct to abuse the quiet title civil process to conceal Nationstar's lack of standing were the subject of previous complaints to the NV Attorney General which on 12/4/20 were rejected for newly discovered lack of jurisdiction.

DECL: Nona Tobin 3/14/19 AG Complaint 2-2019 opposing Nationstar lying about being owed \$389,000 from the Hansen promissory note

LINKS: 3/14/19 DECL Exhibits to the AG complaint attempting to expose the fraudulent actions of opposing parties

LINKS: 11/10/20 Exhibits to AG complaint vs. Nationstar Mortgage LLC and accomplices

[3/26/19 AG response](#) which I did not understand was a rejection
[12/4/20 AG response](#) said the issue was outside of the AG's jurisdiction

Nationstar's attorneys compounded the fraud by suing the wrong party (not the owner at the time of the HOA sale or the HOA or either of the two parties, F. Bondurant or Jimijack who recorded



claims after Opportunity Homes who held no recorded claim when sued by Nationstar)) for quiet title, filing pleadings containing material misstatement of facts into quiet title litigation after the HOA's agent sold it without notice in order to abuse that civil action to create standing where none existed in law or in fact.

Examples of specific false statements made by Nationstar attorneys, employees and agents in filed documents are listed below and are included in the RATES numbered exhibits TOBIN. 3235

A-16-730078-C Nationstar vs. Opportunity Homes, LLC

Complaint Plaintiff was filed six months after Opportunity Homes ceased to have a recorded interest (See 6/9/15 deed from Op Homes to F. Bondurant LLC who was not named here)

1/11/16 1/11/16 COMP – A-16-730078-C, Complaint Plaintiff Nationstar vs. Opportunity Homes, LLC was filed six months after Opportunity Homes ceased to have a recorded interest (See 6/9/15 deed from Op Homes to F. Bondurant LLC who was not named here)

Inconsistent false claims made in 1/11/16 Nationstar complaint

1. NSM claimed to be beneficiary of the Hansen deed of trust as of 2/4/11 from an unnamed entity on p 2; and
2. NSM claimed to be beneficiary “during all times relevant” on p. 3.
3. NSM claimed to be beneficiary effective 10/23/14 in Exhibit 2.
4. In paragraphs #11-14 NSM claims the sale was void as to the Hansen DOT because the HOA’s agent rejected \$825 tendered by Miles Bauer (B of A’s agent) in May 2013
5. In #14 NSM claims it tendered the \$825 tendered by Miles Bauer (B of A’s agent) in May 2013
6. NSM concealed in its complaint and in discovery and all subsequent filings that Red Rock also rejected NSM’s own \$1100 offered on 5/28/14 to close www.auction.com sale.

Plaintiff Nationstar voluntarily dismissed its claims by 2/20/19 SODWOP

April 23, 2019 Ex Parte Meeting de-railed my case and abridged my rights

Nationstar’s attorney and the attorney for subsequent purchasers Joel & Sandra Stokes, trustees of Jimijack irrevocable Trust conspired to trick the court into letting them settle out of court to steal the property from the Hansen estate.

To accomplish this corrupt end, they served notice that a hearing was continued so other parties would not appear, and then attended the continued hearing anyway. At what became an ex parte



meeting by their serving notice to not appear, they convinced the court that I had never been granted leave to intervene.

In my absence and the absence of my counsel of record, the court declared my Pro Se motions, notices, and over 800 pages of documentary evidence that established Nationstar and Jimijack had standing to be in the case at all were declared rogue because I had returned to my 2017 Pro Se status without my attorney filing a motion to withdraw as counsel for me as an individual.

I was removed as a party by bench orders, excluded from trial from which all documents were TOBIN. 3236

I was removed as a party by bench orders, excluded from trial from which all documentary evidence was excluded as a sanction.

As a result of this deception, I was removed as an individual appellant by the Supreme Court on the grounds that I was not a party in the district court case and therefore not aggrieved even though I lost a \$500,000 house and over \$100,000 in rent collected by Jimijack. Nationstar-Jimijack attorneys lied to the court so the court accepted the “out of court Nationstar-Jimijack settlement” without looking at the settlement documents or any other evidence.

I filed a new district court case a week before the expiration of the five-year statute of limitations to preserve my rights to make a claim, all the opposing parties misled the court into dismissing all my claims unheard on the basis of res judicata and non-mutual claims preclusion. There will be four appeals pending before the Nevada Court of Appeals within the next two weeks – two of which are four attorney’s fees granted to Jimijack and Quicken attorneys as a sanction for filing the NRS 40.010 complaint.

Nationstar’s attorneys & agents who made false statements

Nationstar agents or employees– addresses are unknown, but they are not in Nevada

12/1/14 Nisha Dietrich, Assist. Secretary of Unspecified entity, in Nebraska, acting as if Nationstar had B of A's power of attorney to execute a fraudulent assignment of Hansen DOT, when no such power of attorney exists

2/15/19 A. J. Loll, Vice president of Nationstar who signed deceptive verification of interrogatories

3/27/17 Edward Hyne, Nationstar Litigation Analyst – signed a deceptive declaration involving Nationstar business record

2/28/19 Fay Januti, Senior Assistant Secretary of Litigation Support and Resolution Analyst who verified NSM's amended response to Tobin interrogatories page 7

MORTGAGE SERVICING COMPLAINT

8

NONA TOBIN



2/25/19 Mohamed Hameed, acting in Texas as if he were the Vice President of Bank of America

2/25/19 Mohamed Hameed, acting in Texas as if he were the Vice President of Wells Fargo

6/3/19 Sylvia Ramirez, acting in Texas, as if she were the Assistant Secretary of Mr. Cooper who without any legal authority claimed to be the trustee with the power of sale removed the lien of the Hansen deed of trust and reconveyed the property to Joel a. Stokes, an individual, two days before the trial to settle the quiet title claims of the Gordon B. Hansen Trust, dated 8/22/08

TOBIN. 3237

Wright, Finley & Zak LLP (1/11/16, 4/12/16, 6/2/16, 3/22/17, 4/27/17)

Dana J. Nitz NV Bar 000050 dnitz@wrightlegal.net 11/9/17 NOTC, 2/9/17 ICCR

Edgar Smith,

Nevada Bar #5506 (1/11/16 COMP, 4/2/16 MSUB, 6/2/16 AACC)

Michael S. Kelley (11/9/17 NOTC, 2/9/17 ICCR, 4/27/17 hearing)

Nevada Bar #10101

Rock K. Jung, formerly an attorney with the California law firm Miles Bauer Bergstrom & Winters LLP⁴

7785 W. Sahara Ave, Suite 200,

Las Vegas NV 89117

(702) 475-7964

esmith@wrightlegal.net

Akerman LLP (too many dates to list as they are implicated in fraud on the court in all related district court actions and appeals)

Melanie Morgan

NV Bar 8215

Ariel Stern NV Bar 10101

Donna Wittig NV Bar 13468 (2/12/19)

Karen Whelan NV Bar 10466

Karen.whelan@akerman.com

1635 Village Circle, Suite 200,

Las Vegas 89134

⁴ Miles Bauer was formerly at 2200 Paso Verde Parkway, Suite 250, Henderson NV 89052, (702) 369-5960, but I believe that office closed some years ago. Miles Bauer attorneys have habitually represented lenders to tender the super-priority amount of delinquent assessments to steal from the homeowner by evading the PUD Rider Remedies Section F Remedies to create standing for lenders where none exists in law or in fact.



(702) 634-5000

melanie.morgan@akerman.com

Who am I?

Nona Tobin

2664 Olivia Heights Ave.

Henderson NV 89052

(702) 465-2199

nonatobin@gmail.com

I was subjected to years of abusive collection practices and outright mortgage servicing fraud by Bank of America and Nationstar. Instead of attempting to foreclose against me when NSM knew it did not have standing to do so, Nationstar did a complex work around to prevent legitimate sales, let the HO sell it and get the court to bless a fraudulent out of court "settlement" of non-existent claims with non-parties and rule against me without ever looking at any evidence.

I was a party in the litigation as an individual and as the trustee of the Gordon B. Hansen Trust that owned the property when sold, but Nationstar conspired with other opposing counsel to suppress all the evidence.

My standing comes from three sources

1. Sole successor trustee of the Gordon B. Hansen Trust, dated 8/22/08, that owned the property when the HOA, Sun City Anthem, through its managing agent/debt collector, First Service Residential d/b/a Red Rock Financial Services, foreclosed on it without notice on 8/15/14
2. Deedholder of the subject property, by virtue of a deed recorded on 3/28/17, when I became the sole member and sole beneficiary of the Gordon B. Hansen Trust and I closed the Hansen Trust and distributed its sole remaining asset to the sole beneficiary.
3. Deedholder of 2664 Olivia Heights and member in good standing of Sun City Anthem for 17 years.

1. Trustee of the Gordon B. Hansen Trust, dated 8/22/08

1/14/12 [Gordon Hansen died.](#)

Upon Hansen's death, according to the terms of the Gordon B. Hansen Trust, dated 8/22/08, SCA homeowner Nona Tobin became the executor of the Hansen estate, 50%

MORTGAGE SERVICING COMPLAINT

10

NONA TOBIN



beneficiary of the GBH Trust, and sole trustee of the GBH Trust.

See [Gordon B. Hansen Trust Instrument, dated 8/22/08](#)

See [8/10/11 amendment to Gordon B. Hansen Trust, dated 8/22/08](#)

See [Hansen 1/14/12 Death Certificate.](#)

2. Deedholder of 3/28/17 deed to 2763 White Sage subject property

[3/28/17 Deed](#) transferred the interest of the Gordon B. Hansen Trust to me as an individual. Nationstar was aware of this deed and even included it in its NRCP 16.1 supplemental disclosures as NSM 208-211. Nationstar attorneys simply lied about it to the court in order to suppress my evidence and strip me of my right to represent myself and my access to ANY Nevada court as an individual petitioner.

3. Sun City Anthem owner in good standing – deedholder of 2664 Olivia Heights

I have rights of notice and due process that are defined by the CC&Rs of the HOA by virtue of owning my own home. These rights are separate and distinct from the rights I have that arise from the deeds the subject property. Both properties are in the same HOA which is the only reason the fraud being perpetrated by both the HOA's/debt collectors' attorneys and the banks' and investors' attorneys fell into such stark relief.

I am not the debtor. I was the trustee of the deceased owner's estate. As an owner in the same HOA, I was very clear what notices and due process are required prior to the HOA imposing any kind of sanction on a homeowner for an alleged violation of the governing documents. None of these notices or due process were provided, and yet the house was confiscated without notice after two banks prevents four escrows from closing that would have allowed the HOA assessments to have been paid in full.

I am not a deadbeat. I have only been subjected to one \$25 fine for a single late payment in nearly 17 years on my own home. I would have to have been crazy to let them sell my property for 18% of an offer I had in hand pending lender approval without placing a bid since Nationstar didn't make a credit bid.



I am not dead. They have gotten away with this, i.e., HOA debt collectors secretly foreclosing. Normally, foreclosing without telling the estate of the deceased owner is easy if the heirs are somewhere other than in the same HOA. I was here. I was owed notice. The HOA's attorneys and agents lied about providing notice and defamed me and my listing agent, also a long-time Sun city Anthem homeowner, by claiming that we had been told.

I was actively trying to sell the property and there was no notice whatsoever to me (as the executor) that it was going to be sold, to the listing agent who thought he sold it for me three months earlier in an online auction, or to any Sun City Anthem who ALL have both a statutory and a contractual right of notice.

Here is a link to the Nevada State Division of Real Estate Ombudsman for Common-Interest Communities contemporaneously compiled log of notices of 17 Sun City Anthem foreclosures and one North Las Vegas foreclosure that involves Joseph Hong and his Jimijack clients.

[HOA Foreclosure Notice of Sale authenticated compliance records](#)

How mortgage servicing fraud and fraudulent HOA foreclosures intersect

This 9/18/16 Letter to the Editor I wrote to the Las Vegas Review-Journal is a quick synopsis of how I think my complaint differs from the typical foreclosure fraud complaint.

MORTGAGE SERVICING COMPLAINT

12

NONA TOBIN



HOAs, foreclosures and property rights

Your Sunday editorial, “Super liens: What about property rights?” really missed the mark. It was easy for you to make the same mistake the courts are making because that’s how the big money players have set the stage. The banks, the debt collection companies and the vulture investors have framed the issue in the courts to focus on superpriority details so they can completely obfuscate how they have been victimizing both the homeowners and the HOAs.

Your editorial opined: “But the bank sued, arguing convincingly that the HOA has no right to confiscate its asset.” The bank’s asset? Really? What about the homeowner? The house isn’t the bank’s asset. It belongs to the homeowner, who is the equitable title holder, until there is a legal foreclosure.

TOBIN. 3241

It might surprise you that many of these houses that went to HOA foreclosure sales were houses that the banks couldn't foreclose on because they couldn't meet the standard of Nevada's 2011 robo-signing law designed to prevent foreclosure fraud caused by banks recording false affidavits about who actually owned the debt.

It might also surprise you to know that the property rights of the homeowners who lost their houses to HOA foreclosures were violated when their homes were taken without due process.

It might also surprise you to know that the debt collectors are often the same companies that manage the HOAs and have set up a self-serving system whereby the HOA board decides to foreclose without notifying the homeowner or giving him a chance to have an open hearing. Then, once the HOA sale is going to happen and the bank and the homeowner haven't been told when, the debt collection company sells it and keeps all the excess proceeds after giving the HOA the legal minimum of nine months back dues.

Lot of property rights violated before you even get to the banks, I'd say.

Nona Tobin

Table of Contents of Exhibits



Table of Contents of MLD Complaint Exhibits

Exhibit 1

Previous Complaints to the Nevada Attorney General

	Exhibit 1	Begin	End
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A.	3/14/19 Nona Tobin NV AG Complaint 2-2019	TOBIN 002 EX 1	TOBIN 031 EX 1
B.	3/26/19 AG referral to unspecified AG division	TOBIN 032 EX 1	TOBIN 032 EX 1
C.	10/28/20 Fight Foreclosure Fraud, Inc. Articles of Incorporation	TOBIN 033 EX 1	TOBIN 036 EX 1
D.	11/10/20 Fight Foreclosure Fraud, Inc. Nona Tobin, AG Complaint	TOBIN 037 EX 1	TOBIN 040 EX 1
E.	11/10/20 linked table of contents to exhibits submitted to AG	TOBIN 037 EX 1	TOBIN 044 EX 1
F.	12/4/20 AG referral to Mortgage Lending Division	TOBIN 045 EX 1	TOBIN 045 EX 1

Exhibit 2

Logs of civil quiet title litigation re APN: 191-13-811-052

	Exhibit 2	Begin	End
A.	A-16-730078-C Nationstar vs. Opportunity Homes	TOBIN 047 EX 2	TOBIN 048 EX 2
B.	A-15-720032-C Jimijack vs Bank of America & Sun City Anthem	TOBIN 049 EX 2	TOBIN 060 EX 2
C.	A-19-799890-C NRS 40.010 claim by Tobin as an individual who was excluded as a party from the prior case by bench order two days before the trial	TOBIN 061 EX 2	TOBIN 064 EX 2
D.	Appeal case 79295 – appeal of quiet title granted to Jimijack with no evidentiary hearing	TOBIN 065 EX 2	TOBIN 070 EX 2
E.	Appeal case 82094 – appeal of EDCR 7.60(b)(1) and/or (3) sanction for filing A-19-799890-C complaint	TOBIN 071 EX 2	TOBIN 072 EX 2

MORTGAGE SERVICING COMPLAINT

NONA TOBIN



Exhibit 3

Laws and false recorded claims re Hansen deed of trust by Nationstar (EX 3G to 3L).

	Exhibit 3	Begin	End
A.	Spreadsheet with hyperlinks	TOBIN 074 EX 3	TOBIN 074 EX 3

B.	NRS 205.395	TOBIN 075 EX 3	TOBIN 075 EX 3
C.	NRS 205.377	TOBIN 076 EX 3	TOBIN 076 EX 3
D.	7/22/04 Hansen deed of trust with PUD Rider Section F-Remedies on bottom of page 92	TOBIN 077 EX 3	TOBIN 093 EX 3
E.	4/12/12 MERS to B of A assignment by B of A	TOBIN 094 EX 3	TOBIN 095 EX 3
F.	9/9/14 B of A to Wells Fargo by B of A	TOBIN 096 EX 3	TOBIN 097 EX 3
G.	12/1/14 B of A to Nationstar by Nationstar	TOBIN 098 EX 3	TOBIN 099 EX 3
H.	1/22/15 Request for Notice by Nationstar	TOBIN 100 EX 3	TOBIN 100 EX 3
I.	8/17/15 Nationstar substituted trustee Anderson to 1st American Trustee Servicing	TOBIN 101 EX 3	TOBIN 102 EX 3
J.	3/8/19 Nationstar assignment from B of A to Nationstar rescinded by Nationstar	TOBIN 103 EX 3	TOBIN 105 EX 3
K.	3/8/19 Wells Fargo to Nationstar by Nationstar	TOBIN 106 EX 3	TOBIN 107 EX 3
L.	6/3/19 Mr. Cooper substituted trustee Anderson again to Mr. Cooper, released lien & re- conveyed property to Joel Stokes, not Hansen's estate, whose pending quiet title litigation against Jimijack was scheduled for trial two days later on 6/5/19	TOBIN 108 EX 3	TOBIN 110 EX 3

MORTGAGE SERVICING COMPLAINT

2

NONA TOBIN



Exhibit 4

Nationstar dismissed its filed claims without meeting its burden of proof.

	Exhibit 4	Begin	End
A.	1/11/16 A-16-730078-C Complaint Nationstar vs Opportunity Homes LLC	TOBIN 112 EX 4	TOBIN 273 EX 4
B.	6/2/16 AACC Nationstar answer and counterclaim vs. Jimijack	TOBIN 274 EX 4	TOBIN 273 EX 4
C.	2/20/19 NTSO Nationstar stipulated to dismissing its claims against all parties (that	TOBIN 344 EX 4	TOBIN 273 EX 4 TOBIN. 3244

	Nationstar named) except Jimijack (Nationstar never filed any claims against me in either of my capacities or against the HOA		
D.	4/23/19 Nationstar withdrew its motion for summary judgment against Jimijack	TOBIN 355 EX 4	TOBIN 273 EX 4
E.	5/31/19 NESO Nationstar entered order of its stipulation to drop its claims against Jimijack a week before the trial	TOBIN 358 EX 4	TOBIN 364 EX 4

Exhibit 5

Nationstar's fraud on the court & ex parte meeting with the judge

	Exhibit 5	Begin	End
	9/23/16 AFFD . My sworn affidavit that I had evidence that neither Nationstar (no original note) nor Jimijack (no admissible deed) had standing to assert a quiet title claim against me.	TOBIN 366 EX 5	TOBIN 387 EX 5
A.	2/12/19 Nationstar's fraudulent Limited joinder to Sun City Anthem's crossclaim for partial summary judgment against the Gordon B. Hansen Trust's quiet title action claim filed for the improper purpose of stealing the house from me	TOBIN 388 EX 5	TOBIN 422 EX 5
B.	3/12/19 AENO Nationstar entered a stipulation & order to reform the caption removing unilaterally their claims against DOEs and	TOBIN 423 EX 5	TOBIN 387 EX 5



	ROEs which means they had no quiet title claims against me, but still managed to steal the house from me		
C.	3/18/19 NITD Nationstar notice of intent to take default vs Jimijack	TOBIN 433 EX 5	TOBIN 387 EX 5
D.	3/21/19 MSJ Nationstar motion for summary judgment against Jimijack	TOBIN 436 EX 5	TOBIN 387 EX 5
E.	4/12/19 NS Nationstar notice of settlement with Jimijack that excluded me even though I had a valid NRS 40.010 claim and a recorded 3/28/17 deed	TOBIN 587 EX 5	TOBIN 387 EX 5
F.	4/15/19 SAO Nationstar-Jimijack notice of their	TOBIN 590 EX 5	TOBIN 591 EX 5

	side agreement to extend briefing schedule for Jimijack to oppose NSM's motion for summary judgment to 4/26/19 and to continue the 4/23/19 hearing to 5/7/19		
G.	4/19/19 RESP Nationstar's "Response", not opposition, to Nona Tobin's opposition to NSM's motion for summary judgment and counter motion for summary judgment claiming I had no standing	TOBIN 592 EX 5	TOBIN 634 EX 5
H.	4/22/19 NTSO notice of entry of order continuing the 4/23/19 hearing	TOBIN 635 EX 5	TOBIN 639 EX 5
I.	4/23/19 minutes of hearing that was held ex parte after notices were served to parties other than Nationstar and Jimijack to not attend	TOBIN 640 EX 5	TOBIN 642 EX 5
J.	5/23/19 Stokes-Civic Financial Services "agreement" Nationstar misrepresented to the court that \$355,000 personal loan from non-party Civic Financial Services and non-party Joel Stokes, an individual as the Nationstar - Jimijack out of court settlement	TOBIN 643 EX 5	TOBIN 672 EX 5



Nona Tobin / March 19, 2021 / attorney malpractice, Complaints, Criminal, Ethics, Fraud on the Court, mortgage servicing fraud, PUD Rider scam, Quiet title litigation, recorded claims to title / Akerman LLP, Bank of America, Melanie Morgan #8215, Miles Bauer Bergstom & Winters LLP, Nationstar, Wright Finley Zak LLP /

SCA Strong

Owners should ALWAYS come first!

All declarations under penalty of perjury support Nona Tobin's claims



Because she is not a party to the case, all documents filed with this Court by Nona Tobin as an individual, are rogue documents and are stricken

from the record. This includes both the Motion to Dismiss and Motion for New Trial (and all oppositions or replies) and the Notice of Lis Pendens.

— 11/22/19 Judge Kishner order, Page 4, paragraph 3

If all statements under oath support Nona Tobin's claims, why does she keep losing?

1. [4/15/19 Teralyn Lewis AFFD](#) Teralyn Lewis, custodian of records authenticated the Ombudsman's HOA foreclosure notice of sale compliance records for 2763 White Sage and 16 other HOA foreclosures related to Sun City Anthem and/or Joel Stokes/Joseph Hong.
 1. At the 3/26/19 hearing ([3/26/19 annotated transcript](#), [3/26/19 minutes](#), [3/26/19, RTRAN](#), Judge Kishner accepted the HOA attorney David Ochoa's misrepresentation of the Red Rock foreclosure file as verified evidence after he concealed in discovery the HOA's actual official records ([HOA Board minutes](#), [2/26/19 HOA RESP 2 ROGs](#), [2/26/19 HOA RESP 2 RFDs](#), [Resident Transactions Report](#)) that contradicted the Red rock foreclosure file.
 1. Judge Kishner rejected sua sponte the State of Nevada Ombudsman for the Owners in Common Interest Communities' HOA foreclosure notice of sale compliance records on the grounds that the compliance screen (that I filed into the court record multiple times unchallenged ([Tobin 080 \(Exhibit 14, p. 112\)](#))) was not verified and, even if verified, it was not evidence of a disputed material fact.
 1. The same record verified by the Nevada Real Estate Division Custodian of Records Teralyn Lewis was resubmitted to support the motion for reconsideration as exhibit 7 to the [509-page 5/23/19 reply](#) (See [linked 5/23/19 TOC](#)).
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records as an exhibit. See [12-page table of contents](#) of the 4/17/19 filed, but stricken unheard, documentary evidence.

1. In her [5/31/19 denial](#) of the motion to reconsider her 4/18/19 motion, Judge Kishner concluded

“The substantial exhibits that have been submitted in the case demonstrate that Nona Tobin as Trustee of the Trust was aware of the foreclosure and did not seek to stop the foreclosure.”

- 5/31/19 Judge Kishner order to deny reconsideration of the 4/18/19 order that granted the HOA’s highly disputed motion for summary judgment and Nationstar’s fraudulent joinder

Nothing could be farther from the truth. Red Rock’s only notice, recorded on 2/12/14, announcing a 3/7/14, 10 A.M foreclosure sale, was cancelled. No notice whatsoever was given for an 8/15/14 sale, and Red Rock never even gave any notice afterward that it had been sold.

The idea that I was aware a sale was going to happen and didn’t try to stop it is preposterous.

- [5/20/2019 DECL DOUG PROUDFIT co-owner of Proudfit Realty, listing agent from 2/20/12-7/20/13](#) while B of A was the servicing bank. Doug’s declaration under penalty of perjury was included as exhibit 3 to the [509-page 5/23/19 reply](#) (See [linked 5/23/19 TOC](#)).
- [1/17/17 Nona Tobin](#) declaration regarding failed attempts to get a notary record for the defective Jimijack deed

- [11/5/18 Irma Mendez re Joel Just](#), Red Rock's then-President offering to sell her properties in 2015 directly rather than through a properly-noticed HOA foreclosure auction. Irma Mendez is a rebuttal witness I would called at trial, but Judge Kishner refused to accept my [EDCR 2.67 supplement](#) to my attorney's [pre-trial memo](#) AND [PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW](#) that Judge Kishner rejected out of hand at the 6/3/19 calendar call ([6/3/19 minutes](#), [6/3/19 RTRAN](#), [6/3/19 VIDEO](#))
- [6/14/2016 Linda Proudfit, co-owner Proudfit Realty](#), sworn declaration that the 311 broker files and 9 folders she delivered to Tobin on 6/14/16 "are a true, correct and complete copy of any and all documents for (Client Name) The Gordon B. Hansen Trust, dated 8/22/08, Nona Tobin, Successor Trustee". This declaration is significant for two reasons:
 - None of Red Rock's or the HOA's or the Berkshire Hathaway broker's subpoena response have "verifications" that say these words "are a true, correct and complete copy of any and all documents"
 - My statements under oath, e.g., that I did not receive notices that Red Rock claims to have sent or that Bank of America never recorded a notice of default on the Hansen deed of trust but refused to allow escrow to close on two fair market value sales are corroborated by the presence or absence of those records in Doug and Linda Proudfit Realty's official broker records.
- [9/23/16 DECL: Nona Tobin was](#) filed to support Nona Tobin & Steve Hansen's [7/29/16 MINV](#) motion to intervene into A-16-730078-C that was heard, but ignored, by Judge Kishner at the 9/29/16 hearing ([9/29/16 minutes](#), [9/29/16 RTRAN](#), [9/29/16 VIDEO](#) (14:58 minutes)). See [9/23/16 AFFD relevant points](#).
- [5/13/2019 Craig Leidy DECL Craig Leidy, listing agent 2/20/14 to 10/31/14](#), declaration under penalty of perjury, stating that he was given no notice of the sale and that Nationstar was the servicer and not the beneficiary of the disputed deed of trust. This was included as exhibit 2 to the [509-page 5/23/19 reply](#) (See [linked 5/23/19 TOC](#)). Craig Leidy also made some statements under oath in a video3:50-minute VIDEO "[What evidence supports Nona Tobin's claims?](#)"

- [3/5/2019 DECL](#): Nona Tobin 3/5/19 opposing Sun City Anthem motion for Summary Judgment as the HOA was relying on the fraudulent records of the debt collector rather than requiring that its agents obey the law. Judge Kishner ignored this opposition that was filed an hour before ([3/5/19 3:31 PM OPPM](#)) sua sponte filed a [3/5/19 \(4:45 PM\) minute order](#) to grant the HOA's MSJ and Nationstar's unsupported joinder as unopposed. Judge Kishner also ignored this declaration under penalty of perjury in both her [3/5/19 minute order](#) and [4/18/19 order](#).
- [3/14/19 Tobin DECL](#) DECL: Nona Tobin 3/14/19 AG Complaint 2-2019 opposing Nationstar lying about being owed \$389,000 from the Hansen promissory note was rejected on 12/4/20 for lack of jurisdiction
 - [Linked table of contents of exhibits](#)
 - [3/26/19 AG email response](#) was that the complaint had been referred to “*the appropriate investigative unit within the Office of the Attorney general for review*” and that I would be contacted if they had any questions.
 - [12/4/20 AG email response](#) rejected the complaint as outside of the AG's jurisdiction “*After careful review, it had been determined your complaint references allegations beyond the jurisdiction of this office.*”
- 1. [4/20/19 DECL](#) Nona Tobin declaration under penalty of perjury, included with [5/23/19 Tobin Reply](#) to opponents' opposition to motion for reconsideration of [4/18/19 Kishner order](#) This was included as exhibit 1 to the [509-page 5/23/19 reply](#) (See [linked 5/23/19 TOC](#)).
- 1. [4/29/19](#) Nona Tobin declaration under penalty of perjury, included with [4/29/19 motion to reconsider](#) was not considered by judge Kishner when she denied the motion for reconsideration at the 5/29/19 hearing ([5/29/19 RTRAN](#), [5/29/19 minutes](#), 5/29/19 VIDEO
- 1. [12/16/20 DECL](#) (20 pages) Nona Tobin complaint to the Mortgage servicing division vs. Nationstar and its attorneys has
- 1. [692 pages in its full form](#)
 1. on 1/28/21 I received an email, dated 1/27/21, from the Mortgage Lending Division forwarding a rejection letter, dated 1/6/21, I have yet to receive in the

mail as of 1/28/21.

1. Nona Tobin's analysis of the evidence supporting voiding the 8/15/14 HOA sale was published in "[The HOA sale was fatally flawed](#)"

By Judge Kishner's refusal to look at the evidence and her unfounded insistence that there were no disputed of material facts surrounding the conduct of the HOA sale based on her ex parte 4/23/19 meeting with opposing counsels, Judge Kishner

1. declared [stricken from the record my seven pro se](#) filings – oppositions, joinders, motions for summary judgment and notices- filed between 4/9/19-4/17/19 because my attorney had not filed a motion to withdraw,[\[1\]](#)
2. ignored my [4/24/19 MVAC/MSJ](#) motion to vacate her 4/18/19 order and motion for summary judgment against all parties,
3. denied my motion for reconsideration based on 509 pages of filed evidence in her [5/31/19 order](#),
4. accepted without review of the settlement documents Jimijack-Nationstar's [fraudulent side deal recorded on 5/23/19](#) See 5/21/19 hearing 5/21/19 minutes, [5/21/19 RTRAN](#), [5/21/19 24:43-minute](#) VIDEO
5. ordered on 6/3/19 that all documentary evidence must be excluded from the trial,
6. ignored my attorney's timely [6/3/19 Tobin/Trust FFCL](#) proposed findings of fact and conclusions of law and accepted Joseph Hong's untimely and unsupported [6/5/19 Jimijack FFCL](#)
7. 6/5/trial 6/5/19 trial day 1 minutes, 6/5/19 trial day 1 RTRAN 6/6/19 [trial day 2 50:42-minute](#) VIDEO

Judge Kishner also declared stricken and unheard the Pro Se filings below by granting improper motions by Joseph Hong ([8/7/19 RESP/MSTR/MAFC](#)) for counter- defendants and David Ochoa for cross- defendant HOA ([8/8/19 RESP/JMOT](#)) at the 9/3/19 hearing

- 7/22/19 [MNTR motion for a new trial per NRCP 54\(b\) and NRCP 59\(a\)\(1\)\(A\)\(B\)\(C\)\(F\)](#)
- 7/29/19 MTD [Tobin Pro Se motion to dismiss Judge Kishner's order granting quiet title to Jimijack for lack of jurisdiction per NRS 38.310\(2\)](#)

- 8/7/19 NOLP 39–page [Notice of Lis Pendens](#) of case not in Judge Kushner’s court expunged from the property record by Judge Kushner granting the motion to strike by the HOA that had no adverse claim to Tobin for the title
- 8/26/19 FFCO [Tobin Pro Se proposed findings of fact and order to grant Tobin motion to dismiss for lack of jurisdiction](#)
- 8/8/19 LISP 7–page [recorded Lis Pendens](#) was expunged by 11/22/19 order although to do so was outside of Judge Kushner’s jurisdiction

Judge Kushner refused to hear my [6/17/19 motion to intervene](#) or consider my [6/21/19 DECL](#) supporting declaration under penalty of perjury.

OPPONENTS’ CASES WERE NOT SUPPORTED BY VERIFIED, CORROBORATED EVIDENCE.

No documents filed by parties opposing Nona Tobin in cases A-15-7220032-C, A-16-730078-C, Nevada Supreme Court appeal 79295 or A-19-798990-C were verified, corroborated, or supported by affidavits under oath.

Listed here are examples of what my opponents presented as verified evidence

Presented as evidence but lacking any sworn affidavit authenticating the records or stating that they are accurate, authorized, true or complete

1. [2/11/19 Julia Thompson Affidavit](#) Red Rock’s clerical supervisor , Julia Thompson, signed a modified certification, stopping way short of saying the Red Rock foreclosure file was a true, accurate, contemporaneous and complete response to [2/4/19 subpoena](#). ([RRFS 001-0425 served on 2/27/19](#))
- Sun City Anthem disclosed the Red Rock foreclosure file (RRFS 001-425) as unverified [SCA 176 – SCA 643](#) by serving a [picture of a DVD Pg 8 right after their ridiculous Privileges Log](#) on 5/31/18 (so I had no access to them until 12/24/18 a month after SCA mediated in bad faith). The Red Rock Foreclosure File (redacted), was disclosed per NRCP 16.1 as if it were the HOA’s true, complete, and accurate compliance, enforcement and foreclosure records without any certification of accuracy and completeness. Red Rock’s records are directly contradicted by SCA
TOBIN. 3253

Board minutes and compliance records that were withheld in discovery. The 7-page blogpost linked here, aptly entitled, “[Disputed Facts in Red Rock Foreclosure File Disclosed as SCA 176-643](#)”, lists facts alleged by attorneys Steven Scow and David Ochoa that I dispute with verified documentary evidence that Judge Kushner ignored or excluded in toto without reasonable cause, notice or an opportunity to be heard.

- Red Rock and SCA disclosed between them 110 pages of proofs of service, return to sender, etc. to create the deception that notices were sent that were not. There are no proofs of service or returns to sender for any of the disputed notices, e.g., [SCA 278](#), [SCA 286](#), [SCA 642-643](#) [SCA 635](#), [SCA 628](#)
- Judge Kushner relied on SCA’s Red Rock’s [unverified, uncorroborated, sometimes blatantly falsified record](#) at the 3/26/19 hearing ([3/26/19 annotated transcript](#), [3/26/19 minutes](#), [3/26/19, RTRAN](#)). At the same 3/26/19 hearing where Judge Kushner accepted the HOA attorney’s verbal misrepresentations of the facts and he concealed the HOA’s actual official records ([HOA Board minutes](#), [2/26/19 HOA RESP 2 ROGs](#), [2/26/19 HOA RESP 2 RFDs](#), Resident Transactions Report) judge Kushner rejected sua sponte the State of Nevada Ombudsman for the Owners in Common Interest Communities’ HOA foreclosure notice of sale compliance records on the grounds that the compliance screen (that I filed into the court record multiple times unchallenged ([Tobin 080 \(Exhibit 14, p. 112\)](#)) was not verified and, even if verified, it was not evidence of a disputed material fact. The same record verified by the Nevada Real Estate Division Custodian of Records Teralyn Lewis was resubmitted to support the motion for reconsideration as exhibit 7 to the 509-page reply (See [linked 5/23/19 TOC](#)).
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-

- In her [5/31/19 denial](#) of the motion to reconsider her 4/18/19 motion, Judge Kishner concluded “*The substantial exhibits that have been submitted in the case demonstrate that Nona Tobin as Trustee of the Trust was aware of the foreclosure and did not seek to stop the foreclosure.*”

Nothing could be farther from the truth.

Conclusion

The evidence supporting my claims is overwhelming, and there is virtually nothing supporting the claims of my opponents.

I am exhausted by my attempts to articulate what I consider to be a massive failure of the judicial system to ensure a fair adjudication of a quiet title dispute.

I feel the discouragement and frustration of being a Cassandra.

I feel the sense of futility the New York Times cataloguers of [The Complete List of Trump’s 2015-1/8/21 Twitter insults](#) (134 pages) must have felt.

No matter how overwhelmingly one-sided the evidence is to support my claims, it is still probable – not just possible, but overwhelmingly probable – that many, many people – including those with the sworn duty to enforce the law and protect the Constitution by weighing, and acting on, the verified evidence – will still ignore ALL the evidence and keep believing in a reality based on “alternative facts”.

I am begging you, Nevada Commissioners for Judicial Discipline, to look at the evidence and act according to your oath of office. Do not sweep this under the rug.

Here is a link to my [333-page rough draft](#) of my complaint which has a linked table of contents. I can’t do any more.

Thank you for your prompt consideration.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing, and everything I say in all of these documents is true, correct, accurate as complete as I can make it.

Dated this 28th day of January, 2021.



Nona Tobin

Nona Tobin, President

Fight Foreclosure Fraud, Inc.



1. [\[1\] 4/9/19 Tobin/Hansen Trust Notice of completion of mediation](#)
2. [4/9/19Tobin Notice of appearance to return to Pro Se status](#)
3. [4/10/19 Tobin Opposition to Nationstar's motion for summary judgment against Jimijack and countermotion for summary judgment](#)
4. [4/12/19 19 Tobin notice of appearance to return to Pro Se status as an individual](#)
(duplicate filed in error)
5. [4/12/19 Tobin/Hansen Trust Notice of completion of mediation](#) (duplicate filed in error)
6. [4/12/19 Tobin OPPC vs Nationstar and Jimijack](#) (duplicate filed in error)
7. [4/17/19 Tobin reply to support joinder to Nationstar motion for summary judgment](#)

4/23/19 orders from the ex parte 4/23/19 hearing and the orders from the 9/3/19 hearing (#21-25 were not formalized until [11/22/19 order](#) was entered five months after the trial and nearly three months after the Supreme Court dismissed my claims (See [9/10/19 NV Supreme Court's return of my docketing statement](#) (27 pages) unfiled because I was not aggrieved by the loss of a \$500,000 house, \$100,000 in rents, \$60,000 in Red Rock unlawfully retained proceeds.



nonatobin / March 14, 2021 / APN 191-13-811-052, Fraud on the Court, Quiet title litigation / DECLs, Under Oath /

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Nona Tobin <nonatobin@gmail.com>

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

1 message

Nona Tobin <nonatobin@gmail.com>

Thu, Mar 14, 2019 at 12:37 AM

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

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

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

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

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

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

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

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

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

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

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

I need to know how to get the appropriate enforcement agency staff to talk to me personally and to prioritize reviewing the investigative research already done.

The scale of this fraud is astounding, but it is so big because it is one way banks are trying to dodge accountability for creating worthless securities that exist in the aftermath of the 2008 collapse of the mortgage securities market.

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A lingering consequence of the market crash

Taxpayers bailed out the banks after the crash. The TARP program made banks virtually whole despite their misdeeds. None of the investment banker perpetrators went to jail for bringing down the world economy.

A new twist

The specific situation here is a new twist on the mortgage servicing fraud, robo-signing problem that led to Nevada's [2011 anti-foreclosure fraud law AB 284](#) and the [2012 National Mortgage Settlement](#). Here, the unindicted co-conspirators that destroyed the entire housing market a decade ago are trying to cut their losses by getting title to HOA-foreclosed houses even though they don't actually own the mortgages.

A bank pretends a debt is owed to it. Actually, the debtor's IOU is to a different bank, perhaps now defunct, and there is no paper trail to the bank making the false claims.

It is very common for houses foreclosed by HOAs - in Nevada and nationwide - to have mortgages/deeds of trust that were securitized out of existence - broken up into synthetic derivatives, collateral debt swaps and tranching instruments, so esoteric and exotic that the ownership of the note is nearly impossible to accurately ascertain.

Any unscrupulous bank can step into the void and anoint itself the owner of a debt that belongs to someone else or belongs to no one. And step in, they do!

Banks' attorneys' legal sleight of hand - razzle, dazzle 'em!

The banks, and their extremely high paid and competent, albeit ethically-challenged attorneys, have figured out one way to foreclose when they had no legal right to do so and have no legal way of proving who owns the mortgage. Getting quiet title after an HOA foreclosure is one way they pull this magic trick off.

Banks reat owner protections as optional, not mandatory

They (meaning either the banks or the banks' attorneys on their own initiative, hard to say given all the smoke and mirrors) record false affidavits against the title (banned by AB284 in 2011) claiming that the owner of the home owes it a debt. Further, the bank's Constitutional protections are abridged if the bank loses the owner's home as security for a debt owed to someone, but the owner's property rights and protections against seizure without due process can be abridged with impunity.

Silence means compliance - or acquiescence

Then, probably no one challenges the banks' claim (the owner that lost the house for a trivial debt is usually either dead or devastated by debt).

The bank then is free to sue the purchaser at the HOA for quiet title. The bank blithely lies to the court, claiming falsely that it holds the debtor's IOU, i.e., the original note where the debtor promised to pay back the mortgage to the originating lender.

Rabbit out of the hat

The court will probably buy the bank's story because the documents produced seem very official and incomprehensible.

Brilliant, unscrupulous bank! The fraud is not obvious to the naked eye. A [forensic examination](#) is needed to discern it. Further, nobody is around to contradict the bank that's pretending to be owed a debt. The bank can then foreclose on the property with impunity without ever having to prove that the debt was ever really owed to it.

Meanwhile...nobody knows what escheat means

The HOA debt collectors are rewarded by nobody noticing that they unlawfully keep nearly all of many HOA sale proceeds for years.

No worries.

The bank can't make a claim for the proceeds if the HOA sale extinguishes the security instrument.

And, it's really easy for the debt collector block owners who attempt to make a claim for a portion of the proceeds -- as has been amply demonstrated both in my case and in the Spanish Trail case in the forwarded email below.

The scam works for HOA foreclosures between 2011-2015 before the 2015 law changes.

Who wins when an HOA forecloses on a minuscule debt - speculators, debt collectors, and fraudulent banks and attorneys

Speculators-in-the-know have bought almost all of Nevada's HOA foreclosures. These clever guys have gotten huge windfalls by buying HOA liens for pennies on the dollar virtually without competition from bona fide, arms-length purchasers. The vulture investor rents the properties they got free and clear for years while the wrongful foreclosure is litigated.

Why doesn't the HOA get the profits? Or the HOA membership at large?

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Note: the HOA debt collectors unlawfully get approval for these sales from the HOA Boards in secret meetings so the HOA homeowners can't buy houses in their own HOA by paying a few bucks to cover delinquent dues. These great deals are reserved for speculators. All SCA foreclosures have gone to parties who own multiple HOA foreclosures from two to over 600 house. For example, two Sun City Anthem properties sold in 2014 for under \$8,000, and 11 of 12 SCA foreclosures that year sold for under \$100,000. I estimate this averages at less than one-third market value.

Due process for the owner takes a back seat to the HOA debt collectors drive to high-profit foreclosure.

Real estate speculators bought HOA liens for delinquent assessments in the thousands after the market crash when the banks wouldn't protect the properties from deterioration causing whole neighborhoods to be blighted. These cognoscenti bought often, sometimes in bulk, [either directly from the HOA debt collector](#) or at some poorly noticed "public" foreclosure sale.

Link to one [2012 speculator's description of how he did it](#).

[Link to UNLV Lied Institute for Real Estate 2017 study](#) , commissioned by Nevada Association of Realtors, documenting 611 HOA foreclosures and the super-priority lien, that shows a cost to the Nevada real estate market exceeding over \$1 billion between 2011-2015.

Failure to distribute the proceeds of MANY HOA foreclosures is big bucks for a few financially-conflicted/ethically challenged HOA debt collectors.

HOA debt collectors win by putting virtually ALL the proceeds of the sales in their attorney trust funds (except the actual delinquent assessments plus interest and late fees (chump change) that go to the HOA.

In my case, RRFS kept \$57,282 in "excess" proceeds and paid the HOA \$2,701.04 as payment in full. What a deal!

Seems like a disproportionate sanction to me, but probably it's in the bottom quartile of all the David Copperfield RRFS has conjured up to rip off HOA homeowners further after stealing their houses.

See forwarded email of RRFS holding \$1.1 million on one HOA sale. I think the HOA got less than 1% of that windfall.

In this Spanish Trails case RRFS has been holding a whopping \$1.1 million+ since 2014. One question is "Will the 90-year-old former owner get a fair shake in court to claim those proceeds or will the debt collectors and the banks (and maybe the judge) postpone until the bank wins by default?"

What the law says the forecloser has to do with the sale proceeds

NRS 116.31164(3)(c) (2013) requires that the funds be distributed in a certain order - to pay reasonable foreclosure costs, pay the HOA delinquent assessments, then pay off liens, last, pay the owner. The owner only gets something if the sale extinguished the mortgage.

The debt collector's attorney is not supposed to retain indefinitely the "excess" proceeds. The attorney is supposed to file a complaint in district court called interpleader and SHALL distribute the funds in the manner defined by NRS, but they just pretended to do it.

What happens in real life is the debt collectors just keep the money because they haven't gotten caught.

It's almost a state-sanctioned form of embezzlement.

This windfall is potentially in the tens of millions, and there is a pretty small crew of individuals that do this - HOA debt collectors with NRS 649 licenses and attorneys who don't need a license and so are even less regulated.

If there is no litigation, no one makes a claim for the proceeds. There is no accounting of the sale proceeds by the HOA. In fact, the HOA has no record even that a property was foreclosed using the HOA's power of sale or how much the house was sold for or any accounting. The attorneys and debt collectors tell the HOA -WRONGLY - that it is not the HOA's money so they effectively block any independent accounting of the proceeds.

I haven't found any interpleader filed for the court to distribute the proceeds of any of the [Sun City Anthem foreclosures](#) conducted in SCA's name by any of SCA debt collectors, but it's hard to be sure since they withhold, conceal or misrepresent any records they do have.

If there is litigation, like in this Spanish Trail case, it goes on for years, and 99% of the time the homeowner who lost the house is not in the case. The court fight is usually just between the bank and the buyer at the sale. The attorneys try to keep the HOA out of it except for the HOA homeowners to pay the litigation costs.

A stunning example of why attorney trust funds can't be trusted

Chapter 7 as an easy way to fraudulently abscond with all the proceeds from many HOA sales held indefinitely in attorney trust funds

The proceeds of these sales can just disappear in a morass of sham LLCs that Nevada is so good at producing while so poor at regulating.

SCA hired Alessi & Koenig, LLC after RRFS was fired.

David Alessi was not licensed to practice law in Nevada but passed himself off as an licensed attorney anyway so A&K didn't have an NRS 649 debt collection license.

That was the least of their problems

A&K dissolved the LLC, [hid its assets](#), filed [chapter 7 bankruptcy](#) and morphed into HOA Lawyers Group. Alessi only admitted in the bankruptcy proceedings as retaining \$2.9 million after having conducted at least 800 HOA "public" auctions out of their offices between 2011-2015, 500 of which per David Alessi's deposition, had named A&K as a party to wrongful foreclosure litigation. They had one [racketeering, bid rigging judgment](#) (Melinda Ellis) against them that they skipped on.

Generally, NV HOA Boards are ill-advised by financially conflicted agents who tell the BODs to do the wrong thing. SCA just pays more for it.

Link to the [notice about this scam](#) I sent on 1/25/17 that the SCA Board ignored. My reward came when the current SCA attorney/debt collector ordered me to [recuse myself from all SCA collection matters](#) after I was elected to the Board and prohibited me from accessing any SCA records without his approval.

The banks are far from blameless. Do not give them a free pass.

The banks are usually cheating as well because they are saying that they own the mortgage when they actually don't own it any more than I do.

Since it is unlawful for an HOA to foreclose after a bank had issued a notice of default (NRS 116.31162(6)), the prime pickings for HOA foreclosures were frequently ones that the bank did not foreclose on for 2-3 years of non-payment. These houses were ripe of HOA foreclosure primarily when the banks couldn't prove they owned the mortgage after Nevada passed AB 284, its anti-foreclosure fraud law in 2011. So the banks in these HOA foreclosure litigations unfairly get a second bite of the apple

Catch-22 so the owner always loses and the bank wins

In my case, the homeowner died.

The HOA sold the house to a Realtor in the listing office after the bank blocked four legitimate sales of the property. The bank now claims the HOA sale was valid to get rid of my (the estate's) property rights, but that the HOA sale was not valid to extinguish the deed of trust the bank is lying about owning.

Obviously, the highest priority to fraudulent banks is to get mortgages on their books that had been securitized out of existence. The proceeds of the HOA sale are second priority.

Two bites of the apple

So the banks in these HOA foreclosure litigations have a chance to get quiet title just by beating the speculator in court so they can foreclose without meeting the stringent stands of AB 284. Obviously it is much more worth it to those kinds of fraudulent banks to get mortgages on their books that had been securitized out of existence than to worry about the proceeds of the HOA sale.

Bottom line: who gets screwed? Easy --- The HOAs and the homeowners lose 100% of the time.

The HOAs get nothing from a sale but the few assessment dollars they certainly could have gotten easier if they had taken title by deed in lieu or had offered the property up to their own HOA owners.

How can it be good business judgment to pay collection costs that are orders of magnitude larger than the minuscule debts collected?

Instead of the HOA (or some of its owners) getting the windfall of a house with no mortgage, the homeowners get a big, fat legal bill to pay for the fight between the HOA sale purchaser and the bank for wrongful foreclosure. In SCA's dozen 2014 foreclosures owners have paid, several hundred thousand bucks in attorney fees, settlements, insurance deductibles, and other costs have accrued to collect because SCA has totally abdicated to the debt collectors and .

How the scam is working even now to screw me out of Bruce's house

The homeowner, in this case, me, got screwed by losing the house at a [surprise sale](#) for a trivial delinquency, 8th amendment anyone?

What idiot would lose a \$400,000 house for a \$2,000 debt?

I, for one, would easily have corrected a \$2,000 delinquency had I thought, in a million years , that the bank - the same bank, mind you, that claimed \$389,000 was owed to it -- wouldn't stop the HOA from selling the house for \$63,100 when a \$358,800 offer from a bona fide purchaser was on the table.

TOBIN. 3261

**Oh well...current status of my one little stolen house case
There will be a hearing on March 26 on motions for summary judgment. The trial is set for May 28, 2019.**

Here is a [link to a counter-motion](#) I drafted yesterday that I am sure my attorney will choose not to file after because my draft is focused on the bank's duplicity and not exclusively on the (considerable) statutory deficiencies of the HOA sale per se.

However, it shows how the banks' attorneys are trying to use the HOA foreclosure quiet title proceeding to unfairly gain title to a property when its claim to be owed around \$400,000 is provably false.

Abusive collection practices tip the scales against owners, especially dead owners

In this case, the debt collector should have stopped the HOA sale when the bank tendered nine months of assessments, the super-priority, but instead, it carried on in secret meetings (of which there are no agendas and no minutes) to get the SCA Board to approve an unnecessary sale without telling me. The debt collectors unlawfully refused the banks' tender of the super-priority amount twice, and each one should have stopped the HOA sale, but the debt collector never told the Board what it did.

Why don't more owners sue after losing their expensive house for a trivial debt?

It's simply a low percentage game.

It has cost me over \$30,000 in attorney fees already and trial isn't until May in this four-year long case. My attorney has been very generous with reducing fees and looking at my work, but most attorneys won't represent a homeowner because the chance of recovery is so small and the banks' resources so formidable.

Spanish Trail case - no distribution of \$1.1M yet for 90-year-old who lost his house in 2014, but who cares? He'll be dead soon anyway.

Here's the minutes of the [February 5 hearing](#) in the Spanish Trail case that was continued to March 5. Link to the March 1 minutes of the [hearing that inexplicably occurred on March 1](#) and not March 5.

How this tome started: Forwarded email about Spanish Trail case shows how easy it is to steal when nobody is looking.

The email I am forwarding was my attempt to articulate the nuances of this scam to my attorney which he probably didn't read. I don't think he charges me for reading my long descriptions of the systemic deficits and scams because he is already not billing me for all the time it takes just to deal with trying to get quiet title to Bruce's house,

Bank attorney boilerplate strategy doesn't mean their fees are less

For the benefit of any potential investigator, the email below demonstrates the exact same legal sleight of hand used in the Spanish Trail case will be used to try to crush me later this month.

Thank you in advance for any assistance you can provide...and for reading this far!

**Nona Tobin
(702) 465-2199**

Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead

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

From: **Nona Tobin** <nonatobin@gmail.com>
Date: Mon, Feb 25, 2019 at 9:13 AM
Subject: We can learn a lot from this Spanish trail HOA case
To: Joe Coppedge <joe@mushlaw.com>

1. **Volunteer SCA Board violated their own CC&RS and sanctioned this owner by authorizing foreclosure in secret on the advice of counsel.**
2. **HOA managers/debt collectors/attorneys usurp the HOA power to foreclose for their own unjust enrichment.**
3. **Once the foreclosure is over, the attorney tells the HOA Board it's not the association's problem; it's between the buyer and the bank.**

All proceeds of HOA sales must be accounted for by SCA, but the SCA Board has been told that once the account goes to the debt collector it's not their problem.

TOBIN. 3262

Attorneys Koch & Scow have held the sale proceeds for four years in both this Spanish Trail case and 2763 without filing for interpleader

....probably collecting the interest, not filing interpleader, and keeping what nobody notices.

This is much more money, RRFS kept [\\$1,168,865 in excess proceeds](#) after the 11/10/14 sale.

It looks just like the RRFS trust fund check to the court for [\\$57,282 excess proceeds](#) check from excess proceeds after the 8/15/14 sale that Koch & Scow never filed for interpleader. When I attempted to make a claim for those funds in September 2014, I was rebuffed.

the 2/5/19 Spanish trail hearing is about proceeds from 11/10/14 sale

The owner, not in the case, gets the proceeds if the sale extinguished the loan

Here are the [minutes of a 2/5/19 hearing](#) where attorney Akin (not on efile list) was waiting for outcome so his 90-year-old client (former owner?) could see about the excess proceeds. Continued to 3/5/19. Will Ackerman attorney even go to interpleader or will she let the old owner have it?

Ackerman got Spanish trail sale to be valid, but sale did not extinguish loan

[Order granting MSJ to the bank 12/5/18](#)

But the court finds that the HOA could only foreclose on the sub-priority portion of the lien

This is what Ackerman is trying to do in the 2763 case, only representing a different bank.

Ackerman may be a front for bank fraud like attorneys for the mob

Ackerman got quiet title for Thornberg, the bank who I suspect is fraudulent and claims to have gotten the beneficial ownership from MERS. This is like 2763 DOT. I say this because in 10/1/11, Nevada legislature passed AB 284 which made it a felony for banks to use robo-signers to execute notarized false assignments of mortgages. In this case, the owner defaulted in 2011 on the DOT and the HOA filed a NODES in late-2011, why didn't the bank foreclose for over three years until the HOA sold it in late-2014?

[Bank MSJ: Foreclosure only sub-priority piece is valid](#)

The Ackerman MSJ is what they will be arguing about 2763. Bank made super-priority tender. It was refused. Sale did not extinguish the loan because HOA only foreclosed on sub-priority portion. Argues that it doesn't matter if Saticoy is a bona fide purchaser. Shadow Wood applies as sale was commercially unreasonable and unfair.

Banks were the proximate cause of the delinquency by blocking sales and refusing title by deed in lieu

The fact that both banks tendered the super-priority amount is supported by the RRFS/SCA disclosures, and it is a strong reason well briefed by Ackerman for protecting the DOT, so we have to show that because BANA and Nationstar were provably engaged in mortgage fraud, they were complicit in preventing the estate from paying the assessments by BANA's refusing to close two escrows out of which the HUD-1s show the assessments would have been paid, and by Nationstar's refusing to close two escrows from bona fide CASH purchasers at market value and not responding to the \$375,000 offer I signed on 8/1/14.

[HOA OPPC to bank MSJ](#)

John Leach was SCA's attorney until 2017 when Clarkson took over. His OPPC shows the same attitude SCA has showed to me.

- The HOA doesn't belong in the case.
- RRFS did everything right
- The fight is rightly just between the bank and purchaser in possession
- The owner is just a loser, not the HOA's problem

The SCA Board violated its duty to the homeowners by abdicating to self-serving agents

Here's where our case has to differentiate itself. We have to hold the HOA Board accountable for letting the debt collector/manager/attorney use the HOA power to foreclose to screw the HOA and ALL the owners. Doing collections and foreclosures in secret keeps the chance of compliance low, keeps neighbors from helping a neighbor in trouble, or an out of state executor that doesn't get proper notice from knowing what to do. Not publishing that a house is going to be foreclosed to the owners prevents any owner from bidding.

The Board can't wash its hands. It's wrong for them to blindly listen only to RRFS without having to listen to the owner. FSR/RRFS set the owner up to get the property into foreclosure for way more ways to make money than just charging usurious fees.

Undisputed facts about how SCA Board did as they were told but it was wrong

The volunteer Directors have been tricked by self-serving agents into doing what the agents say they HAVE TO DO.

In this case, the Board was handling collections and foreclosures such that it made money for the agents, but were actually against the law or SCA governing docs: Here is a [link to emails](#) where the former Board President told me how

TOBIN. 3263

the Board handled foreclosures in 2014 - **all in closed BOD meetings under RRFS control.**

1. Give complete control over collections to the manager/debt collector of accounting with no checks and balances or any need to ever hear from the owner affected.
2. Keep everything strictly confidential and
3. trust that the manager and debt collector are doing it right
4. Allow the manager to report after an account was sent to collections and never check what fees were charged or what the circumstances might be, like the owner died and it was in escrow
5. assume that since the debt collector said they gave a notice and no owner ever filed an appeal, that everything is fine
6. Make all decisions in executive session without specifying the name of the party or the proposed sanction
7. Do not publish the quarterly delinquency report required by the bylaws even though that's how delinquent taxes are publicly reported
8. Adopt a fee schedule but do not give it to the homeowner who is subjected to them and don't audit anything that RRFS charges to see if it's right
9. Listen only to the debt collector and never tell the owner when decisions are being made to sanction them
10. Do not put specifically on the agenda or give the owner any requested minutes from BOD meetings in executive session where actions about the owner were decided:
 - when the debt collector said that the owner requested a waiver of \$459 and the owner was not permitted to be present why the debt collector said that the BOD could only waive assessments, late fees and interest, but could not waive the collection fees
 - when a pay plan was offered, considered or rejected
 - when it decided to post the property for sale, or
 - when the BOD was asked to postpone or cancel the sale, or
 - was told what the date of the sale was to be, or
 - was told that the foreclosure occurred · the BOD discussed the owner's delinquency and possible sanctions,
11. when the BOD was told of the possible alternatives to aggressive collections, such as a deed in lieu, wait to collect out of escrow without charging or unnecessary collection charges, small claims, accept the bank's tender of the super-priority and restart the clock on what the owner owes,
12. Adopt a policy and procedure that defines how the governing documents will be enforced providing specific due process steps, but carve out an exception for predatory collections and foreclosure, the harshest of all penalties, and do that in secret, don't tell the owner that you did it, make any appeal without litigation impossible and then treat the owner like a criminal if she tries to get the stolen house back.

Legal theory for the Board's authority and why it can't be delegated or agents be unsupervised.

The Association exists to protect the owners' common good.

The Association is not the Board; it is the membership at large.

The Board has the sole power to act.

Agents can advise, not direct.

Board's fiduciary duty is act solely and exclusively for the association's, i.e., all owners' benefit.

The Board owes no duty to its agents.

The agents have no rights, only duties, to the Association, i.e., agents have fiduciary duty to protect the due process rights of the owners.

Our case is unique in arguing violations of due process guaranteed by [NRS 116.310313](#) and [NRS 116.31085](#), [SCA CC&Rs 7.4](#).

This is not the way the agents act and it's not the way they have trained the Board to act, but it's the way the law and the governing documents say it is.

1. The BOD has authority to maintain the common areas and other services funded by assessments.
2. The Board has the authority to determine the amount of the assessments needed to cover the maintenance and protection of the common areas.
3. The HOA is a mutual benefit, non-profit entity which exists solely for the purpose of maintaining the property values and quality of life in the community.
4. The directors, attorneys and managing agents are all fiduciaries by law and they must act in good faith in a manner which is solely and exclusively in the best interest of the association and use good business judgment.
5. The Board has the sole responsibility for adopting an annual budget to fund maintaining the common areas and programs and activities to support the community life.
6. [SCA bylaws 3.18a,b,e,f,g,i /3.20](#) prohibit the Board from delegating and abdicating control over any of SCA's money: budgeting, levying and collecting assessments, setting up the bank accounts where the money collected

TOBIN. 3264

goes, controlling the signatories, setting up the use rules and restrictions and enforcing them

7. The Board is the sole authority on the enforcement of the governing documents.
8. While managing agents and attorneys can advise and implement, the Board alone is the decider.
9. NRS 116 and NRS 116A (for managing agents) has provisions which specifically define the authority and limits constraining the Board before it can sanction owners for alleged violations
10. See the [Table of Authorities](#).

Nona Tobin
(702) 465-2199

Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead

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A Duel to the Death



A Simple Fable: Jimijack and Nationstar weaponize settlement

REGISTER OF ACTIONS
CASE No. A-15-720032-C

Joel Stokes, Plaintiff(s) vs. Bank of America NA, Defendant(s)

20150616 15:00:00

Case Type: Other Title to Property
Date Filed: 06/16/2015
Location: Department 31
Cross-Reference Case Number: A720032
Supreme Court No.: 79295

The Scheme

In April, 2019, conspirators Joseph Hong and Melanie Morgan covertly devised a scheme to “resolve all parties’ claims” for the title of 2763 White Sage!

PLEASE TAKE NOTICE that Nationstar Mortgage LLC and Joel A. Stokes' and Sandra F. Stokes', as trustees of the Jimijack Irrevocable Trust have reached an agreement on all material terms required to settle all of Nationstar's claims asserted against Jimijack in the action.

Hong & Morgan didn't warn Nona Tobin

PARTIES, JURISDICTION, AND VENUE

1. Counter-Claimant, NONA TOBIN, Trustee of the GORDON B. HANSEN TRUST, Dated 8/22/08, (Herein “*Counter-Claimant*” or “*Tobin*”), is an Individual, and is a resident of Sun City Community Association, Inc. (HOA), Henderson, Nevada. She is a beneficiary of, and the Trustee of, the Gordon B. Hansen Trust, dated 8/22/08 as amended 8/10/11 (Herein “*GBH Trust*”), the titleholder of the Subject Property at the time of the disputed foreclosure sale (Herein

Hong & Morgan's Slick Scheme:

A duel between Jimijack and Nationstar

Back-to-back.

Pistols raised.

Count 10 paces.

They turn.

Both shoot Nona Tobin.

Hong & Morgan declare the winner!



On 4/23/19, Joseph Hong & Melanie Morgan reported to Judge Kishner that the Jimijack & Nationstar had settled the dispute over who gets the \$500,000 house Nona Tobin inherited.

Hint: It's not Nona.

Judge Kushner blessed the deal!

Department XXXI



“Your work is done, Your Honor.

Jimijack and Nationstar have agreed.

Joel Stokes gets the title.

By the way, Nona Tobin is dead.”

— Joseph Hong & Melanie Morgan, ex parte on 4/23/19



 nonatobin / March 18, 2021 / attorney malpractice, Elder abuse, Ethics, Fraud on the Court /
allegory, Joseph Hong #5995, Melanie Morgan #8215 /

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2020 Court hearings Part 1

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-19-799890-C

08/11/2020

 **All Pending Motions** (8:30 AM) (Judicial Officer: Johnson, Susan)

Matter Heard;

Journal Entry Details:

DEFENDANT RED ROCK FINANCIAL SERVICES, LLC'S MOTION TO DISMISS COMPLAINT PURSUANT TO NRCP 12(B)(5) AND (6) NATIONSTAR'S JOINDER TO DEFENDANT RED ROCK FINANCIAL SERVICES' MOTION TO DISMISS FIRST AMENDED COMPLAINT JOEL A. STOKES, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMI JACK IRREVOCABLE TRUST, AND JIMI JACK IRREVOCABLE TRUST'S JOINDER TO DEFENDANT, RED ROCK FINANCIAL SERVICES, . MOTION TO DISMISS FIRST AMENDED COMPLAINT AND FOR ATTORNEY'S FEES AND COSTS PURSUANT TO E.D.C.R. RULE 7.60(B)(1) AND/OR (3) BRIAN AND DEBORA CHIESI AND QUICKEN LOAN INC.'S JOINDER TO DEFENDANT RED ROCK FINANCIAL SERVICE'S MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT Counsel appearing remotely via Bluejeans. Argument by counsel. COURT ORDERED, Defendant Red Rock Financial Services, LLC's Motion to Dismiss Complaint, GRANTED adding that the Court would take the request for attorney fees under advisement. Mr. Wight to prepare the order.;

10/29/2020

 **Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer: Johnson, Susan)

Defendant's Motion for Attorney's Fees and Costs

Motion Granted;

Journal Entry Details:

Arguments by Ms. Wood and Mr. Thompson regarding whether or not the 31.6 billed hours were reasonable and necessary. COURT ORDERED, matter taken UNDER ADVISEMENT; advised it wanted to review the attorneys fees in lieu of the Brunzell factors; matter SET for hearing. 11/03/2020 - 8:30 AM - DEFENDANTS, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMI JACK IRREVOCABLE TRUST AND JIMI JACK IRREVOCABLE TRUST'S MOTION TO ENFORCE ORDER FOR ATTORNEY'S FEES AND COSTS AND FOR CONTEMPT AND FOR ATTORNEY'S FEES AND COSTS PURSUANT TO EDCR RULE 7.60 (B)(3) AND/OR (5) AND ORDER SHORTENING TIME;

11/03/2020

 **Motion to Enforce** (8:30 AM) (Judicial Officer: Johnson, Susan)

Defendants, Joel A. Stokes and Sandra Stokes, as Trustees of the Jimijack Irrevocable Trust and Jimijack Irrevocable Trust's Motion to Enforce Order for Attorney's Fees and Costs and for Contempt and for Attorney's Fees and Costs Pursuant to EDCR Rule 7.60(b)(3) and/or (5) and Order Shortening Time

Denied Without Prejudice;

Journal Entry Details:

Court noted the best remedy would be for Mr. Hong to submit a proposed judgment and ORDERED, Motion DENIED WITHOUT PREJUDICE. Mr. Thomson advised there were several issues with this Motion and they should be awarded attorneys fees. Arguments by Mr. Thomson in support of attorneys fees. Court noted Mr. Thomson didn't have a pending motion for attorneys fees and advised he should file one if he felt it was appropriate.;

August 11, 2020 hearing before Judge Susan Johnson

8/11/20 hearing on Red Rock's motion to dismiss Tobin complaint per re...



[12/3/20 NODP notice of dismissal with prejudice](#)

12/3/20 order is being appealed in NV Supreme court case [82294](#)

Three Recorded Lis Pendens that Judge Johnson expunged by 12/3/20 order

“Said cancellation has the same effect as an expungement of the original order”

— Judge Johnson’s way of giving Joel Stokes, Sandra Stokes, Jimijack Irrevocable Trust, Brian Chiesi, Quicken Loans, Inc., a get-out-of-jail-free card by erasing the property record that shows they all recorded title claims adverse to Nona Tobin while three of her lis pendens were on record.

201908140003084	8/14/19 15:16	LIS PENDENS
201908140003083	8/14/19 15:16	LIS PENDENS
201908080002097	8/8/19 16:00	LIS PENDENS

[6/3/20 Nona Tobin’s 1st Amended Complaint](#)

[7/20/20 Nona Tobin’s opposition to motion to dismiss and joinders](#)

Red Rock’s motion to dismiss was joined by all defendants

[6/23/20 Red Rock Financial Services motion to dismiss Nona Tobin’s claims pursuant to NRCP \(b\)\(5\) \(failure to state a claim, non-mutual claims preclusion,](#)
TOBIN. 3275

res judicata) and NRCP (b)(6) (failure to join the HOA as a necessary party pursuant to Rule 19 “to protect its interest in the excess proceeds”)

[8/3/20 Red Rock Reply in support of its motion to dismiss](#)

Red Rock’s motion to dismiss was joined by all defendants even though ALL the attorneys knew what they were saying was false.

Joseph Hong’s joinder and motion to sanction Nona Tobin for filing the complaint misled Judge Johnson

6/25/20 Joinder Joel A Stokes, Joel A Stokes & Sandra f. Stokes, and Jimijack Irrevocable Trust, Jimijack Irrevocable Trust

8/3/20 RIS annotated Hong reply to support motion to dismiss and motion to sanction Tobin per EDCR 7.60 (1) &/or (3)

8/3/20 RIS Hong

9/6/20 OGM Judge Johnson's sua sponte order to sanction me per EDCR 7.60

9/6/20 Order to sanction annotated

order granting Hong \$3,455 as EDCR 7.60 sanction Hong's EDCR 7.60 (1) and/or (3) \$3,455 sanction for filing my A-19-798990-C complaint is being appealed in NV Supreme Court case 82094

6/25/20 Joinder Nationstar Mortgage LLC

Nationstar is judicially estopped from claiming it ever was the beneficial owner of the Hansen deed of trust

Link to "[Nationstar Mortgage's Fraud](#)"

7/6/20 Joinder Quicken Loans, Inc., Brian & Debora Chiesi

7/6/20 RFJN Quicken Chiesi Request for Judicial Notice was duplicitous

[7/6/20 RFJN pages 1-4](#) lists the documents Brittany Wood requested the court notice. Brittany Wood's complicity with the fraud will be addressed in the next episode.

8/11/20 court reporter's transcript

[8/11/20 minutes](#)



Nona Tobin / March 21, 2021 / A-19-799890-C, attorney malpractice, Ethics, Fraud on the Court, Quiet title litigation, Video / Brody Wight 13615, court hearings, Joseph Hong 5995, Judge Susan Johnson, video /

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Clark County Property Record APN 191-13-811-052 2003-2021

[2003 Recorded documents](#)

[2004 Recorded documents](#)

[2007 Recorded documents](#)

[2008 Recorded documents](#)

[2012 Recorded documents](#)

[2013 Recorded documents](#)

[2014 Recorded documents](#)

[2015 Recorded documents](#)

2016 Recorded documents

2017 Recorded documents

2019 Recorded documents

2020 Recorded documents

2021 Recorded documents



Nona Tobin / March 12, 2021 / APN 191-13-811-052, recorded claims to title / property record /

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Complaint Against Melanie Morgan

I, Nona Tobin under penalty of perjury, states as follows: I have personal knowledge of the facts stated herein, except for those facts stated to be upon information and belief. If called to do so, I would truthfully and competently testify to the facts stated herein, except those facts stated to be based upon information and belief. I make this declaration in support of a third-party complaint in case A-21-828840-C.

1. Upon information and belief, Melanie Morgan conspired with Joseph Hong to make a covert deal, characterized it fraudulently as a Nationstar-Jimijack agreement that settled all parties' claims in order to steal 2763 White Sage from me without adjudication. See [4/23/19 transcript](#), [4/25/19 transcript](#), and [5/21/19 transcript](#).
2. See [5/23/19 AGREE annotated](#) recorded document (instrument number [201905230003531](#)) that was allegedly the Jimijack-Nationstar deal but was actually a \$355,000 payment to Joel Stokes by Civic Financial Services, masquerading as a deed of trust securing a property no court had ruled Joel Stokes owned.
3. Melanie Morgan conspired with Joseph Hong to serve notice that the 4/23/19 hearing on Nationstar's motion for summary judgment vs. Jimijack was continued to 5/7/19, but Hong and Morgan somehow knew to go to the "hearing" anyway to make egregious misrepresentations of the facts, my standing as an individual party and the law to the Judge Kushner. Their duplicity was successful. My pro se motions for summary judgment against Jimijack, and against Nationstar and other cross-defendants were stricken unheard. See 4/23/19 minutes, transcript and VIDEO. See 963-page EX PARTE STRICKEN exhibit of the unduplicated motions, oppositions and documentary evidence that was stricken by bench order at the 4/23/19 ex parte hearing allegedly because I filed them as a

pro se before my attorney had filed a motion to withdraw, but actually because Judge Kishner acted on Melanie Morgan's and Joseph Hong's lies.

4. Upon information and belief, Melanie Morgan and other attorneys from Akerman and Wright Finley Zak filed multiple documents that included the false claim that Nationstar was the beneficial owner of the disputed Hansen deed of trust and had authority without any basis in fact or law to release the lien of the Hansen deed of trust on 6/3/19, two days before trial, substitute trustee and reconvey the property to Joel Stokes rather than to the estate of the deceased borrower. See 6/3/19 [annotated SUB/RECONVEY](#) that was recorded as instrument [201906030001599](#). See [NSM 001-063 RECORDED FRAUD](#) exhibit.
5. Melanie Morgan and/or Donna Wittig, of Akerman LLP for Nationstar Mortgage LLC and/or dba Mr. Cooper conspired with, and/or acted in concert with, Joseph Hong for Joel A. Stokes, Joel & Sandra Stokes as trustees for Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust; Brittany Wood of Maurice Wood for Brian and Debora Chiesi and (maybe) for Quicken Loans LLC and/or Inc.; and with David Ochoa of Lipson Neilson for Sun City Anthem and/or with Brody Wight and/or Steven Scow for Red Rock Financial Services, a [partnership \(EIN 88-058132\)](#) for, upon information and belief, the corrupt purpose of uniformly concealing and misrepresenting material facts to the court in the same manner.
6. Their actions to gang up on me resulted in the obstruction of any possible fair adjudication of my claims and have prevented ANY judicial scrutiny of the evidence I possess that would be fatal to their clients' cases.
7. See "[Nationstar evidence was not examined](#)" 7-page exhibit that analyzes line by line Nationstar's [NRCP 16.1 4th supplemental disclosures](#), served on 3/12/19, two weeks after the end of discovery in [A-15-720032-C](#).
8. Akerman Attorneys know, or have access to information that they reasonably should know, that Nationstar's false and conflicting filed and recorded claims judicially estopped Nationstar from claiming to own now, or to ever have owned, the disputed Hansen deed of trust. See 1/11/16 complaint, 6/2/16 AACC counter-claim vs. Jimijack, 12/1/14 recorded claim, 3/8/19 rescission of the 12/1/14 claim, 3/8/19 assignment, 2/28/19 response to #7 interrogatory, 6/3/19 reconveyance.
9. Upon information and belief, Steven Scow has conspired with attorneys from Akerman LLP, Wright, Finley, Zak LLP to conceal Nationstar's criminal acts of recording false claims to title (NRS 205.377, NRS 207.360) while they concealed Red rock's rejection of SCA 302, 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 with Nationstar and other lenders.

"210116 We can learn a lot from this Spanish Trail HOA case"

10. Akerman attorneys know that the disclosures served into A-15-720032-C contain false evidence and that the responses to my interrogatories and requests for documents were duplicitous.
11. Akerman attorneys know that Nationstar was not compliant with NRS 38.310 and therefore Judge Kishner did not have jurisdiction pursuant to NRS 38.310(2) to provide either Akerman's or Hong's clients their requested relief, but Melanie Morgan persuaded Judge Kishner that she had to strike my 4/9/19 NTOC notice of completion of mediation from the record unheard since I was the only one, in both my capacities to complete mediation.
12. Judge Kishner persisted in the delusion that I wasn't a party and so she refused to hear my 7/26/19 NOTC.
13. Brody Wight knowingly filed a motion to dismiss that was not supported by facts or law to cover up the crimes of his law firm and its clients.
14. Akerman and Wright Finley Zak attorneys know that Red Rock Financial Services conducted an unfair, unnoticed and fraudulent sale and provided false evidence ([RRFS 001-425](#)) that was further falsified by Sun City Anthem attorneys David Ochoa and/or Adam Clarkson and/or John Aylor in [SCA 176-643](#)) to cover it up.
15. All attorneys for Nationstar, for Sun City Anthem, Red Rock Financial Services, and their financially-conflicted errors & omissions insurance policy carrier, concealed or withheld documents, falsified evidence, filed court documents rife with deception, for the corrupt purpose of evading detection of the true facts of how the disputed HOA sale was conducted, where the money came from and where the money went. See [A-19-799890-C complaint](#) that was dismissed unheard by Judge Susan Johnson of the grounds of res judicata by [12/3/20 order of dismissal with prejudice](#). See "[TOC TOBIN 4 APPEALS 12-pages](#)" to understand how successful their conspiracy has been in obstructing ALL judicial scrutiny of the evidence
16. Akerman and Wright Finley Zak attorneys for Nationstar know that Nationstar negotiator Veronica Duran's 5/28/14 Equator message to Craig Leidy saying she was authorized to offer \$1100 to the HOA to close the 5/14/14 [www.auction.com](#) \$367,500 sale to MZK Properties was disclosed as ([SCA 302](#)) but did not acknowledge it.

17. Melanie Morgan, and the other Akerman attorneys, knew that the Equator records that they refused to provide in discovery, and that Forrest Barbee, Berkshire Hathaway broker under contract with me from 2/20/14 to 10/31/14, helped them conceal, would have been additional proof that in 2014 servicing bank Nationstar refused to identify the beneficiary, refused to close escrow on the 5/8/14 auction.com [sale to MZK properties](#).
18. Melanie Morgan, and the other Akerman attorneys, knew that Nationstar didn't begin lying about being owed the \$389,000 balance on the Hansen deed of trust until 12/1/14, over three months after the sale, and that if the HOA sale was valid to extinguish the interest of the estate of the deceased borrower, that it also extinguished the deed of trust. Nevertheless, she persisted in fabricating standing for Nationstar that did not exist in fact or in law.
19. Melanie Morgan tricked the court into letting her and Hong settle out of court without either Plaintiff Nationstar or Jimijack presenting a case or going to trial. See [3/14/19 Complaint to the Nevada Attorney General](#), 11/10/20 [Complaint to the Nevada Attorney General](#), and the [linked tables of contents of exhibits](#) to both.
20. Akerman and Wright Finley Zak attorneys concealed all of the Equator records and other mortgage-servicing and broker files to which I am entitled and which I requested in discovery that would have shown the exact nature of Nationstar's agents, employees, and/or attorneys' communications with Red Rock about the HOA sale, and how the [\\$1100 Nationstar offer](#) was rejected. ([2/21/19 RESP to RFDs](#)) See also [NSM's 2/21/19 RESP 2 ROGs](#).
21. Akerman and Wright Finley Zak attorneys concealed the \$1100 offer from Nationstar rejected by Red Rock and mysteriously never claimed it as a justification for voiding the sale.
22. Akerman and Wright Finley Zak attorneys knowingly and repeatedly made the false claim that Red Rock's 5/9/13 covert rejection of \$825 tendered by Bank of America's attorney, Rock K. Jung, then an attorney with Miles, Bauer, Bergstrom & Winters, LLP, but currently with Wright, Finley, Zak, LLP, was grounds for voiding the sale only insofar as protecting the security interest Nationstar was pretending to own, but was not grounds for protecting the ownership interest of the deceased borrower. See
23. SCA attorney Ochoa claimed in his 8/9/19 AFFD for attorney fees (page 35 of 53) that he prepared RFDs, ROGs, and RFAs for NSM on 8/8/18, but no SCA to NSM

RFDs, ROGs, or RFAs were served on the parties, and no NSM RESP to SCA ROGs, RFDs, or RFAs were ever served through the Nvefile system.

24. SCA/RRFS/NSM concealed in discovery the [3/28/14 RRFS pay off demand to Chicago Title](#) which on page 6 includes a \$400 fee waiver approved by the HOA Board at its 3/27/19 meeting that Leidy did request.
25. SCA concealed in discovery the requested board minutes where the HOA sale was approved, because there are no minutes of any meeting at which the sale was approved. SCA lied about the minutes being contained in SCA 644-654 in its [2/26/19 RESP to RFDs](#) (page 7, response 7), line 10). See also [2/28/19 RESP ROGs](#)
26. [SCA 315](#) claims that the sale was approved as item R-05-120513 at the 12/5/13 HOA Board meeting is false and deliberately deceptive.

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

Dated this 21st day of March 2021.



Nona Tobin

 Nona Tobin / March 21, 2021 / attorney malpractice, Ethics, Fraud on the Court / Melanie Morgan #8215, Under Oath /

SCA Strong / Proudly powered by WordPress

SCA Strong

Owners should ALWAYS come first!

Complaint to the Nevada Mortgage Lending Division

[Table of contents of 12/16/20 complaint](#)

[Complaint with 692 pages of exhibits](#)

[MLD Rejection of the complaint](#)

Dear Ms. Tobin:

The Division of Mortgage Lending ("the Division") received your complaint concerning Nationstar/Akerman, LLP., ("Akerman") Wright, Finlay & Zak, LLP., ("Wright Finlay") and Bank of America ("BofA") dated December 14, 2020.

Our office has reviewed your complaint, and the issues you allege in your complaint with Nationstar Mortgage, took place prior to 2016, whereas, our Division did not have jurisdiction over mortgage servicers at that time.

In addition, federally regulated financial institutions such as B of A, are exempt from regulation by this Division. As such, we recommend that you contact the Office of the Comptroller of the Currency ("OCC") to discuss any concerns you might have with the ownership of your loan. Information on the complaint filing process for the OCC can be found at www.helpwithmybank.gov or call (800) 613-6743 for further assistance. As it appears from your documentation, B of A is the lender on the mortgage, and they along with Nationstar, have contracted with Akerman and Wright Finlay, to pursue foreclosure related activity on the account.

Further, complaints against B of A may also be filed with the Consumer Financial Protection Bureau. More information may be found on the agency's website, www.consumerfinance.gov or by calling (855) 411-2372.

Akerman and Wright Finlay are Attorney firms which are/were hired to pursue foreclosure and are not subject to regulation by the Division. If you feel they are acting inappropriately, you will need to file a complaint with the State Bar of Nevada. More information may be obtained on the web at www.nvbar.org. Additionally, our office cannot interfere in ongoing

litigation that is currently making its way through the court system. Again, if you feel that improper actions have been taken, you may file with the State Bar of Nevada.

In your complaint, you mention that crimes of forgery, recording of false documents, etc. have taken place. Our office does not have any jurisdiction over these purported crimes. For these issues, you will need to file a complaint with the Attorney General of Nevada at www.ag.nv.gov. In your complaint, you stated you already have a complaint on file with their office. Our office would recommend that you continue to pursue that complaint with their office.

The State Bar of Nevada doesn't think it's their job either

STATE BAR OF NEVADA

March 4, 2021

Nona Tobin
2664 Olivia Heights Avenue
Henderson, NV 89052

VIA EMAIL: nonatobin@gmail.com

Joseph Hong, Esq. / Reference No. OBC21-0181
Brittany Wood, Esq. / Reference No. OBC21-0187

Dear Ms. Tobin:

The Office of Bar Counsel has reviewed your correspondence to the State Bar of Nevada regarding attorneys Joseph Hong and Brittany Wood.

A review of the information provided indicates that your grievance involves allegations which should be addressed in the appropriate judicial settings.

The Office of Bar Counsel and the disciplinary boards of the State Bar are not substitutes for the court systems. Therefore, no further action shall be taken in this matter.

If a court makes written findings which clearly establish attorney misconduct, please re-submit that information for our reconsideration.

Sincerely,


Phillip J. Pattee (Mar 3, 2021 11:25 PST)

Phillip J. Pattee
Assistant Bar Counsel



3100 W. Charleston Blvd
Suite 100
Las Vegas, NV 89102
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org



Nona Tobin / March 13, 2021 / Complaints / bank fraud, MLD /

SCA Strong

Owners should ALWAYS come first!

Complaint vs. Brittany Wood

Why did Quicken secure a loan with a house tha...



Link to [2020 court hearings Part 1](#)

Link to [2/16/21 online complaint receipt](#) to the Nevada Bar vs. Brittany Wood

Link to [Complaint OBC21-0187 vs. Brittany Wood](#)

Complaint Summary

1. Brittany Wood knowingly filed non-meritorious claims and contentions in this proceeding on 7/6/20, 8/3/20, in bad faith and with a corrupt intent to suppress evidence and took punitive, harassing actions against me on 9/16/20 and 10/19/20, to prevent a fair adjudication of my quiet title action by forcing me into costly appeals.
2. Brittany Wood failed in her duty of candor to the tribunal by making false statements of fact and law on 7/6/20, 8/3/20, 9/16/20, 10/19/20, .
3. Brittany Wood failed in her duty of candor to the tribunal by offering evidence that she knew to be false on 7/6/20.
4. Brittany Wood failed in her duty of candor to the tribunal by misrepresenting or concealing criminal or fraudulent conduct related to the proceeding rather than merely allowing her clients to recover by making a title insurance claim should I prevail.

Office of Bar Counsel stated this complaint must be handled by a judge

A review of the information provided indicates that your grievance involves allegations which should be addressed in the appropriate judicial settings.

The Office of Bar Counsel and the disciplinary boards of the State Bar are not substitutes for the court systems. Therefore, no further action shall be taken in this matter.

If a court makes written findings which clearly establish attorney misconduct, please re-submit that information for our reconsideration.

Link to [3/4/21 rejection letter](#)

Implicated Nevada Rules of Professional Conduct

RULE3.1.MERITORIOUS CLAIMS AND CONTENTIONS.....

RULE3.3.CANDOR TOWARD THE TRIBUNAL.....

RULE3.4.FAIRNESS TO OPPOSING PARTY AND COUNSEL.

RULE3.5A.RELATIONS WITH OPPOSING COUNSEL.

TRANSACTIONS WITH PERSONS OTHER THAN CLIENTS

RULE4.1.TRUTHFULNESS IN STATEMENTS TO OTHERS.

RULE4.4.RESPECT FOR RIGHTS OF THIRD PERSONS.....

NRPC 3.1

[Rule 3.1. Meritorious Claims and Contentions.](#) A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law.

Brittany Wood filed these unwarranted, meritless motions, joinders, and requests into [A-19-799890-C](#) to unfairly get Nona Tobin’s claims dismissed with prejudice for no proper purpose as to her clients had a simple remedy of making a title insurance claim.

7/6/20 RFJN Quicken Chiesi

7/6/20 RFJN pages 1-4 is the exhibit list of documents in the Chiesi/Quicken request for judicial notice

8/3/20 RPLY Chiesi Quicken

Chiesi/Quicken wrongly prevailed by 12/3/20 NODP notice of dismissal with prejudice that expunged three lis pendens to cover up that her clients were not bona fide purchasers nor innocent third parties

NRS 111.180 Bona fide purchaser: Conveyance not deemed fraudulent in favor of bona fide purchaser unless subsequent purchaser had actual knowledge, constructive notice or reasonable cause to know of fraud.

1. Any purchaser who purchases an estate or interest in any real property in good faith and for valuable consideration and who does not have actual knowledge, constructive notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or interest to, the real property is a bona fide purchaser.

2. No conveyance of an estate or interest in real property, or charge upon real property, shall be deemed fraudulent in favor of a bona fide purchaser unless it appears that the subsequent purchaser in such conveyance, or person to be benefited by such charge, had actual knowledge, constructive notice or reasonable cause to know of the fraud intended.

Link to [NRS 14.017](#)

*NRS 14.017 Notice of pendency of actions affecting real property:
Transferability of property after withdrawal or cancellation.*

1. Upon the withdrawal of a notice of the pendency of an action affecting real property, or upon the recordation of a certified copy of a court order for the cancellation of a notice of the pendency of such an action with the recorder of the county in which the notice was recorded, each person who thereafter acquires an interest in the property as a purchaser, transferee, mortgagee or other encumbrancer for a valuable consideration, except a party to the action who is not designated by a fictitious name at the time of the withdrawal or order of cancellation, shall be deemed to be without knowledge of the action or of any matter, claim or allegation contained therein, irrespective of whether the person

has or at any time had actual knowledge of the action or of any matter, claim or allegation contained therein.

2. The purpose of this section is to provide for the absolute and complete transferability of real property after the withdrawal or cancellation of a notice of the pendency of an action affecting the property.

(Added to NRS by [1987, 637](#))

— [NRS 14.017](#)

Brittany Wood knows that no claims in prior proceedings were fairly adjudicated

NSM and Jimijack prevailed without adjudication

[Nationstar claims and dispositions](#) (260 pages of filed documents – 1/11/16 COMP, 6/2/16 AACC, 3/25/19 RCCM, 2/20/19 NTSO, 3/12/19 ANEO, and 5/31/19 SODW)

[Nationstar prevailed without proof](#) (29 pages links/screenshots)

[Nationstar's evidence was never examined](#) (7 pages linked analysis of 3/12/19 4th supplemental list of disclosures)

Brittany Wood would also have seen, if she had looked, that nobody's claims were adjudicated fairly in the prior proceedings, i.e., Nationstar never put on a case, never went to trial and prevailed despite dismissing all its claims without adjudication.

[Jimijack claims dispositions](#) (21 pages filed documents)

[Tobin claims dispositions TOC](#) (9 pages links/screenshots)

[Tobin vs. Jimijack](#) (59 pages filed documents 2/1/17 AACC, 3/13/17 RCCM, 6/24/19 NEFF)

[Tobin vs. Lee](#) (45 pages filed documents 2/1/17 CRCM, 3/13/17 XCAN, 6/24/19 NEFF)

Ex parte meeting with Judge Kushner resulted in Nona Tobin's dispositive motions not being heard

STRICKEN SUA SPONTE BY BENCH ORDERS AT 4/23/19 EX PARTE HEARING

1. 4/9/19 [Tobin/Hansen Trust Notice of completion of mediation](#)
2. 4/9/19 [Tobin Notice of appearance to return to Pro Se status](#)
3. 4/10/19 [Tobin Opposition to Nationstar's motion for summary judgment against Jimijack and countermotion for summary judgment](#)
4. 4/12/19 19 [Tobin notice of appearance to return to Pro Se status as an individual](#) (duplicate filed in error)
5. 4/12/19 [Tobin/Hansen Trust Notice of completion of mediation](#) (duplicate filed in error)
6. 4/12/19 [Tobin OPPC vs Nationstar and Jimijack](#) (duplicate filed in error)
7. 4/17/19 [Tobin reply to support joinder to Nationstar motion for summary judgment](#)

4/23/19 bench orders were not formalized until [11/22/19 order](#) was entered five months after the trial I was excluded from:

Because she is not a party to the case, all documents filed with this Court by Nona Tobin as an individual, are rogue documents and are stricken from the record. This includes both the Motion to Dismiss and Motion for New Trial (and all oppositions or replies) and the Notice of Lis Pendens.

— Page 4, paragraph 3, 11/22/19 post-trial order that formalized Judge Kushner's 4/23/19 ex parte bench orders to strike Nona Tobin's pro se filings from the record

Judge Kushner also refused to hear or consider Nona Tobin's post-trial Pro Se motions that were stricken by granting improper motions by Joseph Hong ([8/7/19 RESP/MSTR/MAFC](#)) for counter-defendants and David Ochoa for cross-defendant HOA ([8/8/19 RESP/JMOT](#)) at the 9/3/19 hearing

1. 7/22/19 [MNTR motion for a new trial per NRCP 54\(b\) and NRCP 59\(a\)\(1\)\(A\)\(B\)\(C\)\(F\)](#)
2. 7/29/19 MTD [Tobin Pro Se motion to dismiss Judge Kushner's order granting quiet title to Jimijack for lack of jurisdiction per NRS 38.310\(2\)](#)
3. 8/7/19 NOLP 39-page [Notice of Lis Pendens](#) of case not in Judge Kushner's court expunged from the property record by Judge Kushner granting the motion to strike by the HOA that had no adverse claim to Tobin for the title
4. 8/26/19 FFCO [Tobin Pro Se proposed findings of fact and order to grant Tobin motion to dismiss for lack of jurisdiction](#)
5. 8/8/19 LISP 7-page [recorded Lis Pendens](#) was expunged by 11/22/19 order although to do so was outside of Judge Kushner's jurisdiction

Brittany Wood knows that her co-conspirators prevailed by deceit

Brittany Wood knows that the [Nationstar-Jimijack settlement](#) was fraudulent

Rule 3.4. Fairness to Opposing Party and Counsel. A lawyer shall not: (a) Unlawfully obstruct another party's access to evidence or unlawfully alter, destroy or conceal a document or other material having potential evidentiary value.

Brittany Wood did not explain how her clients would have been prejudiced if Nona Tobin's claims had been heard on their merits, and yet she took aggressive actions, including gross misrepresentations of the property record, the court record, and the law and ensure that ALL Nona Tobin's claims, even those to which her clients held no interest, were dismissed with prejudice and ALL her evidence suppressed.

Brittany Wood suppressed the preliminary title report and proof of title insurance

[Link to 2/7/20 emails of Nona Tobin's frustrated attempts to get the preliminary title report.](#)

Wood misrepresented the property record to obscure her clients' wrongdoing at Nona

Tobin's expense

Link to [RFJN Clark County official property record for APN: 191-13-811-052](#)

Wood concealed all property records related to the fraudulent actions dispute between Nona Tobin accused Nationstar and Joel Stokes

She deliberately excluded from the 7/6/20 Request for Judicial Notice ALL of the assignments related to the Hansen deed of trust that are germane to Tobin's case against Nationstar and Joel Stokes.

[4/22/04 Hansen deed of trust](#) assignments are all disputed and none were included in Wood's request for judicial notice

[4/12/12 ASSIGN](#) MERS to BANA by BANA

[9/9/14 ASSIGN](#) BANA to Wells Fargo by BANA

[12/1/14 ASSIGN](#) BANA to Nationstar by Nationstar

[3/8/19 RESCIND](#) 12/1/14 BANA to Nationstar by Nationstar

[3/8/19 ASSIGN](#) Wells Fargo to Nationstar by Nationstar

[6/3/19 RECONVEY](#) Hansen DOT to Joel Stokes – not to Nona Tobin, the personal representative of the borrower's estate – by Nationstar

Brittany Wood knew that Jimijack's deed was void

[6/9/15 DEED](#) Jimijack defective VOID deed was in Wood's Exhibit 7 even though Brittany Wood knew that Jimijack's deed had no legal capacity to hold or transfer

title was inadmissible per NRS 111.345 and that all subsequent transfers were also void

Link to 1/17/17 Tobin DECL [declaration re Jimijack's defective deed](#)

There is no entry in CluAynne's journal on 6/8/19 that this she witnessed this deed's execution. CluAynne's employer, Peter Mortenson, Mortenson & Rafie, blocked inspection of her journal, refused to give a certified copy of the 6/8/15 page(s) to show its absence, and ordered me not to contact CluAynne at home (the address on her notary license) as she was acting in the course and scope of her employment

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

Signed, sealed and delivered in presence of:

yeun Lee
Grantor
yeun Lee Manager

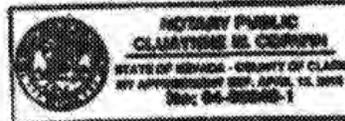
executed without being in the presence of the notary

State of Nevada)
County of Clark) ss

Thomas Lucas did not stand before her

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

WITNESS my hand and official seal.



Signature: CluAynne M. Cowan

No 04-09240-1
April 12, 2016

Brittany Wood knew that Jimijack's 5/1/19 transfer of title was void as Jimijack had no valid interest to convey

[5/1/19 DEED](#) fraudulent conveyance of title from Jimijack to Joel Stokes five weeks before the trial to evade detection by Judge Kishner that both the Hansen Trust's 8/27/08 deed or Nona Tobin's 3/28/17 deed were superior to Jimijack's deed for which no notary record exists.

Jimijack to Joel Stokes deed was recorded five weeks before the trial and without Judge Kishner ever admitting it into evidence despite NRS 111.345, but it is in Wood's Exhibit 15.

Jimijack had no interest in the property to convey to Joel Stokes on 5/1/19 as Jimijack's only recorded deed was inadmissible per NRS 111.345 See Tobin 9/23/16 AFFD and Tobin 2/1/17 AACC vs Jimijack. Jimijack did not refute Tobin's claim that it had an inadmissible deed per NRS 111.345.

Jimijack never entered any evidence into the record to support its claims, not a deed, or a purchase agreement or even a trust document to show that Jimijack was a legal entity

APN: 191-13-811-052 that could hold title to property or that
Recording requested by and mail showed what powers the trustees had to
document and tax statements to: transfer the property out of an Irrevocable
Trust.

Name: Joel A. Stokes

Address: 2763 White Sage Dr.

City/State/Zip: Henderson, NV 89052

Joel Stokes, an individual, was the real party in interest before the 6/5/19 trial by virtue of this deed, IF this deed was valid.

Inst #: 20190501-0003348

Fees: \$40.00

RPTT: \$0.00 Ex #: 007

05/01/2019 04:12:04 PM

Receipt #: 3699653

Requestor:

JOEL STOKES

Recorded By: VELAZN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 1st day of May, 2019, by Joel A. Stokes

and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantor(s)"),

whose address is 2763 White Sage Dr., Henderson, Nevada 89052, to Joel A. Stokes. (hereinafter

"Grantee(s)") whose address is 2763 White Sage Dr., Henderson, Nevada 89052

Joel and Sandra Stokes have never resided at the property. Why conceal their real address - 5 Summit Walk Trail, Henderson NV 89052?

Brittany Wood knowingly misrepresented Nona Tobin's deed as "a wild deed outside the chain of title."

41

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

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

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

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

or any part thereof.

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

(SIGNATURE PAGE FOLLOWS)

On March 27, 2017 THE GRANTOR(S),

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

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

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

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

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

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

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

Wood deliberately damage Nona Tobin, and obstructed her case from being heard, by misrepresent the 3/28/17 recorded deed, as an individual, to falsely represent to the court that this deed was inadequate to give Nona Tobin standing to pursue an [NRS 40.010](#) claim.

Why then falsely claim that I had recorded a wild deed? (7/6/20 JMOT, page 6)

Nona's authority to close the Gordon B. Hansen Trust and execute a deed to transfer its sole asset to the sole remaining beneficiary has been uncontradicted in the Clark County official property record since 2017.

Brittany Wood advocated vigorously for the preposterous argument that Nona was in privity with herself as trustee of a trust that was closed in 2017 as if there was only one element to claims preclusion and not four.

Brittany Wood assiduously ignored Jimijack's obviously defective deed because she knew that the Chiesi deed is the fruit of the poison Jimijack deed tree.

Brittany Wood condoned the **covert** transfer of Jimijack's defective deed to non-party Joel A. Stokes before the trial solely because she knew that Jimijack's deed was void and that all subsequent transfers were void.

Jimijack's 6/9/15 deed is void. Joel Stokes' 5/1/19 deed is void. Wood's clients' 12/27/19 deed is also void

[12/27/19 DEED](#) Joel A. Stokes to Brian and Debora Chiesi

Implicated Statutes Fraudulent Conveyances

[NRS 205.330](#) **Fraudulent conveyances.** Every person who shall be a party to any fraudulent conveyance of any lands, tenements or hereditaments, goods or chattels, or any right or interest issuing out of the same, or to any bond, suit, judgment or execution, contract or conveyance, had, made or contrived with intent to deceive and defraud others, or to defeat, hinder or delay creditors or others of their just debts, damages or demands; or who, being a party as aforesaid, at any time shall wittingly and willingly put in use, avow, maintain, justify or defend the same, or any of them, as true and done, had, or made in good faith, or upon good consideration, or shall alien, assign or sell any of the lands, tenements, hereditaments, goods, chattels or other things before mentioned, conveyed to him or her as aforesaid, or any part thereof, is guilty of a gross misdemeanor.

[NRS 205.360](#) **Knowingly receiving fraudulent conveyance.** Every person who shall receive any property or conveyance thereof from another, knowing that the same is transferred or delivered in violation of, or with the intent to violate, any provision of [NRS 205.345](#), [205.350](#) and [205.355](#), shall be guilty of a misdemeanor.

[NRS 111.175](#) **Conveyances made to defraud prior or subsequent purchasers are void.** Every conveyance of any estate, or interest in lands, or the rents and profits of lands, and every charge upon lands, or upon the rents and profits thereof, made and created with the intent to defraud prior or subsequent purchasers for a valuable consideration of the same lands, rents or profits, as against such purchasers, shall be void.

Berge v. Fredericks, 95 Nev. 183, 186 (Nev. 1979) (“However, a party claiming title to the land by a subsequent conveyance must show that the purchase was made in good faith, for a valuable consideration; and that the conveyance of the legal title was received before notice of any equities of the prior grantee.”)

“In cases of this kind it is seldom, if ever, possible to prove fraudulent intent by direct evidence, hence it is necessary to resort to circumstantial evidence. Badges of fraud are infinite in number and form. 27 C.J. 483, 822.” *S.G. R. Bank v. Milisich*, 48 Nev. 373, 376-77 (Nev. 1925)

Badges of fraud

Link to [Stay Clear of Fraudulent Transfer Badges](#)

Excerpt from Dec 17, 2018 Post by AssetProtectionAttorneys

A transfer is considered fraudulent if made with actual intent to hinder, delay, or defraud any creditor of the debtor. There's no bright-line rule here. A judge looks for indicia or "badges" of fraudulent intent. A [judge has broad discretion](#) in determining whether the presence of one or more badges indicates a transfer was fraudulent.

Webinar Rebroadcast: [Avoiding the Badges of Fraudulent Transfers](#)

Furthermore, the [standard of proof that must be met](#) to indicate fraudulent intent is not the "beyond a shadow of a reasonable doubt" standard of criminal trials. But rather it is the less rigorous "preponderance of evidence" standard of civil litigation. The potential badges you should avoid include:

1. The transfer or obligation to an insider:

This may, or may not, be a factor in determining whether there was a fraudulent transfer. For example, it's common business practice for someone to transfer personal property to a business they control (such as an LLC, LP, or a closely held corporation) in order to capitalize it. Such a transfer, if done while creditor seas are calm, will almost [certainly not be considered fraudulent](#), especially if the transferor receives an interest in the company equivalent to their capital contribution. On the other hand, transferring real estate to one's uncle the week before a lawsuit commences will likely be considered fraudulent.

2. The debtor retained possession or control of the property transferred after the transfer:

This may or may not be a factor in a fraudulent transfer case. For example, although a lien is a transfer of equity, mortgaged real estate typically remains in the owner's

possession as a matter of standard business practice. In contrast, placing one's home in an international trust and then continuing to live in it rent-free is more likely to be seen as a fraudulent transfer.

3. The transfer or obligation was concealed:

See the comment for badge of fraud (7) below.

4. Before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit:

Some transfers (such as a gift to an insider) are very vulnerable to a fraudulent transfer ruling if they occur after a creditor threat arises. At the same time, no judge would expect you to stop your normal business activities once you've been sued, especially considering that a lawsuit may drag out for years. Of course, some business activities may involve transfers of assets.

Consequently, if you are facing a lawsuit, it's important to transfer property so there is a plausible reason for the transfer, besides trying to protect assets. For example, by taking money and investing it in an LLC, you can protect the money while honestly claiming that you were only engaging in a business venture, instead of trying to defeat a creditor. At the same time, your claim of having a valid business purpose may be insufficient if other badges point to the fact that you transferred the asset to hinder, delay, or defraud your creditors.

7. The debtor removed or concealed assets:

Oftentimes, there's a good reason for financial privacy, besides trying to defeat a creditor. Depending on your reasons, it may not be safe to conceal assets while the creditor seas are calm. However, this is usually not a good idea once one is threatened by creditors. Remember: everything can and will usually be revealed in court, and privacy is more for lawsuit prevention than anything else. Above all, remember that no plan should rely exclusively on secrecy and that improper (but not all) financial privacy measures are usually considered a badge of fraud.

Above all, remember a judge must determine whether a particular transfer was undertaken to cheat a creditor. If there's not a plausible economic reason for a transfer, and if the transfer is not a part of "business as usual", then it might not stand up if challenged in court. Such transfers will almost always carry at least one badge of fraud.

Brittany Wood ignored all the lis pendens

She did not include any of the lis pendens in the RFJN that show both that her clients recorded claims adverse to mine while lis pendens were on record, but also the Joel and Sandra Stokes released a lis pendens that wasn't theirs.

Lis Pendens exhibit (76 pages) shows all the recorded and released lis pendens that Brittany Wood failed to acknowledge when she got Judge Johnson to expunge Tobin's lis pendens as if they had never existed.

The only purpose for this order was to cover-up criminal actions, and Brittany Wood knows it.

TRANSACTIONS WITH PERSONS OTHER THAN CLIENTS

Rule 4.1. Truthfulness in Statements to Others. In the course of representing a client a lawyer shall not knowingly:

(a) Make a false statement of material fact or law to a third person; or

(b) Fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.

Rule 4.4. Respect for Rights of Third Persons.

(a) In representing a client, a lawyer shall not use means that have no substantial purpose other than to embarrass, delay, or burden a third person, or use methods of obtaining evidence that violate the legal rights of such a person.

MAINTAINING THE INTEGRITY OF THE PROFESSION

Rule 8.3. Reporting Professional Misconduct.

(a) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness or fitness as a lawyer in other respects, shall inform the appropriate professional authority.

Rule 8.4. Misconduct. It is professional misconduct for a lawyer to:

(a) Violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

(b) Commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;

(c) Engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

(d) Engage in conduct that is prejudicial to the administration of justice;

(f) Knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law.



Nona Tobin / March 21, 2021 / attorney malpractice, Complaints, Ethics, Fraud on the Court, mortgage servicing fraud, Quiet title litigation, recorded claims to title, Video / Brittany Wood # 7562 /

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Complaints to law enforcement

10/28/20 to Henderson Police Department

10/28/2020

Print Report - NvHendersonPd

Incident Description

On 12/1/4, Nationstar recorded the false claim that it was owed the \$389,000 balance on a mortgage that remained after the borrower, Gordon B. Hansen, died on 1/14/12. The Hansen promissory note & deed of trust secured the property at 2763 White Sage. I was the executor of the estate and the trustee of the GBH Trust that held the title when Red Rock Financial Services, allegedly on behalf of Sun City Anthem, sold the property on 8/15/14 without any notice to me whatsoever. Red Rock sold it to a Realtor in the listing office for \$63,100 after I had already sold it on 5/8/14 on auction.com for \$367,500, but which hadn't closed because servicing bank, Nationstar said the beneficiary (party to whom the debt is owed) refused to approve the auction.com sale.

12/1/14 Nationstar (NSM) falsely claimed to be the beneficiary

<https://drive.google.com/file/d/10fzVCg7kYMuit1N7RUPIPOWftPGOIXbu/view?usp=sharing>

2/25/19/recorded on 3/8/19 NSM robo-signer falsely claimed to be the V-P of B of A to rescind the 12/1/14 recorded claim

2/25/19/recorded on 3/8/19 Same robo-signer falsely claimed to be the V-P of Wells Fargo to claim that Wells Fargo gave nationstar its (nonexistent) interest in the Hansen promissory note debt

5/23/19 Joel Stokes recorded a new \$355,000 deed of trust from Civic financial Services

5/21/19 Nationstar and attorney for Jimijack told Judge Kishner that the Stokes DOT was a NSM-Jimijack out of court settlement

6/3/19 NSM reconveyed 2763 white sage t Joel Stokes removing the lien

6/5/19 quiet title trial to allegedly settle the GBH Trust vs jimijack dispute over the property

12/27/19 Joel Stokes sold to Chiesi for \$505,000 while my lawsuit was pending and the GBHT's appeal was before the NV Supreme Court

1/29/21 rejection by Henderson P.D.

Lindsay Vukanovich <Lindsay.Vukanovich@... Fri, Jan 29, 4:17 PM



to me ▾

Hi Nona-

I'm very sorry that you are going through this and understand that it is extremely upsetting. However, after reviewing the documents and items you have sent me, it doesn't appear that the police department can be of assistance. This is a civil matter that the court will have to decide. My suggestion would be to consult with counsel.

Lindsay



nonatobin / March 14, 2021 / Complaints, recorded claims to title / criminal /

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Complaints to the Nevada Attorney General

Nevada Attorney General Ford, what does it take to get disbarred in Neva...



[3/14/19 complaint 2-2019](#)

[3/26/19 AG response](#)

Re: Nationstar Mortgage LLC, Melanie Morgan/Ariel Stern, Ackerman LLP

Dear Ms. Tobin,

Thank you for contacting our office in regards to your complaint. It is being forwarded to the appropriate investigative unit within the Office of the Attorney General for review. As is the case with all law enforcement agencies, we can neither confirm nor deny the existence of any investigation. If any further information is needed, you will be contacted by a member of our staff.

[11/10/20 2nd complaint to the NV AG](#)

[Linked Table of Contents to Exhibits](#)

[12/4/20 NV AG rejection of complaint](#)

Re: Nationstar Mortgage LLC, Melanie Morgan/ Ariel Stern, Ackerman LLP

Dear Ms. Tobin:

Thank you for contacting the Office of the Nevada Attorney General. Your complaint was forwarded and reviewed by the appropriate division within our office. After careful review, it has been determined your complaint references allegations beyond the jurisdiction of this office. Please note: as stated previously in our correspondence to you on March 26, 2019 the following agency may be able to assist you.

***Mortgage Lending Division
7220 Bermuda Rd., Suite A
Las Vegas, NV. 89119
(702) 486-0782
<http://mld.nv.gov/>***



nonatobin / March 13, 2021 / Complaints, Elder abuse, Video / NV AG /

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Harassment or bullying an HOA homeowner is a crime

It's against the law for anyone to bully or to create a hostile environment for anyone in a Nevada HOA.

NRS 116.31184 Threats, harassment and other conduct prohibited; penalty.

1. *A community manager, an agent or employee of the community manager, a member of the executive board, an officer, employee or agent of an association, a unit's owner or a guest or tenant of a unit's owner shall not willfully and without legal authority threaten, harass or otherwise engage in a course of conduct against any other person who is the community manager of his or her common-interest community or an agent or employee of that community manager, a member of the executive board of his or her association, an officer, employee or agent of his or her association, another unit's owner in his or her common-interest community or a guest or tenant of a unit's owner in his or her common-interest community which:*

(a) Causes harm or serious emotional distress, or the reasonable apprehension thereof, to that person; or

(b) Creates a hostile environment for that person.

2. *A person who violates the provisions of subsection 1 is guilty of a misdemeanor.*

Wait!

Why are Seddon and Clarkson exempted from this law in Sun City Anthem's newly published policy?

Clarkson wrote the Sun City Anthem policy a bit too narrowly:

Individuals within the Association Shall Not Threaten the Health, Safety, and Welfare of the Association and Individuals therein or Otherwise Create a Hostile Environment in the Association [NRS 116.3102, 116.31031, 116.31065, 116.31184, and 116.4117; CC&Rs §§ 3.3(a), 3.6(h), 7.4; Bylaws §§ 3.17, 3.18(f), and 3.26]: A member of the Board of Directors, an officer of the Association, a unit's owner, resident, tenant, or guest of the unit owner, resident, or tenant shall not, without legal authority, be permitted

**RESOLUTION OF THE BOARD OF DIRECTORS
OF SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.**

The law says community manager, employees, and HOA agents are covered:

A *community manager*, an agent or employee of the community manager, a member of the executive board, an officer, employee or agent of an association, a unit's owner or a guest or tenant of a unit's owner shall not willfully and without legal authority threaten, harass or otherwise engage in a course of conduct against any other person

Did Clarkson misquote the law TWICE?

Opps! It looks like Clarkson accidentally forgot TWICE to make the law apply to himself or Seddon if they are accused of bullying .

Clarkson's anti-bullying policy only applies to acts against them.

“Such a violation may subject the violator to a fine commensurate with the severity of the violation and any other appropriate remedies available to the Association”

— Clarkson's anti-harassment policy for Sun City Anthem owners

So, what?

Could it be because foreclosure could be an “appropriate remedy”?

I guess all Clarkson would have to do is deem my complaints against him and Seddon were health, safety and welfare violations that subjected me to a fine commensurate to the severity of my horrific conduct.

Then, HOA attorney and debt collector Clarkson could impose other “appropriate remedies available to the Association” and foreclose on this house too when I refused to pay.

The law says an HOA can't foreclose on a fine unless the violation poses a threat:

The association may not foreclose a lien by sale based on a fine or penalty for a violation of the governing documents of the association unless: (a) The violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents of the common-interest community;

— NRS 116.31162 (6)

Is it ethical for Clarkson to claim the anti-bullying law doesn't apply to him or Sandy Seddon?

Short answer. No.

He should be fired immediately.

Clarkson knowingly revised the law to exclude himself and Sandy Seddon.

This is one more example of unethical self dealing.

Please consider this Nevada HOA retaliation case where attorneys claim to be exempted from being considered agents of the HOA under the retaliation statute NRS 116.31183.

“We conclude that an attorney is not an “agent” under [NRS 116.31183](#) for claims of retaliatory action where the attorney is providing legal services for a common-interest community homeowners’ association. ” Dezzani v. Kern & Assocs., Ltd., 412 P.3d 56 (Nev. 2018). Link to [Dezzani PDF](#).

The word “agent” is not defined in [NRS 116.31183](#) or otherwise in NRS Chapter 116. See [NRS 116.31183](#); [NRS 116.003](#) –.095 (definitions). Kern points to [NRS 116.31164](#), which governs foreclosure of liens, and argues that because [NRS 116.31164](#) uses the words “agent” and “attorney” distinctly, it demonstrates that the Legislature purposefully distinguished an attorney from an agent under NRS Chapter 116. Therefore, Kern contends that the Legislature specifically omitted attorneys from [NRS 116.31183](#), and the term “agent” does not include attorneys.

— Dezzani v. Kern & Assocs., Ltd., 412 P.3d 56, 59 (Nev. 2018)

Given an attorney's ethical obligations to be candid with a client and zealously represent his or her client, and the general presumption that an attorney providing legal services to a client is generally not subject to third-party liability for that representation, we agree with Kern and the amicus curiae State Bar of Nevada that the two relationships should not be treated the same in [NRS 116.31183](#). Doing so, and imposing liability on an attorney for representing his or her HOA client, would impermissibly intrude on the attorney-client relationship and interfere with an HOA's ability to retain an attorney and the attorney's ability to ethically represent the HOA. Therefore, we conclude that the term "agent" in [NRS 116.31183](#) does not include an attorney who is providing legal services to, and acting on behalf of, a common-interest community homeowners' association.

Although the Dezzanis argue that the attorney-client relationship is different when an attorney and an HOA are involved because the HOA members' fees are used to pay the HOA's attorneys, we disagree. Kern represented the HOA, not its individual members. Thus, similar to counsel for a corporation, Kern owed fiduciary duties only to the HOA, not to the individual members of the HOA. See *Skarbrevik v. Cohen, England & Whitfield*, [231 Cal.App.3d 692](#), [282 Cal.Rptr. 627, 635](#) (1991) ("[C]orporate counsel's direct duty is to the client corporation, not to the shareholders individually, even though the legal advice rendered to the corporation may affect the shareholders.").

— *Dezzani v. Kern & Assocs., Ltd.*, 412 P.3d 56, 62 (Nev. 2018)

To whom does Clarkson owe a fiduciary duty?

Clarkson's fiduciary duty is to the Association, not to me as an individual member of the association or to me, previously as a single elected member of the board.

Clarkson's representation of Sandy Seddon's interest vs. those of the HOA is a breach of his fiduciary duty to the HOA. Acting on his own initiative, or getting

assignments or taking direction from Sandy Seddon, is usurping the authority of the Board.

Clarkson breached his fiduciary duty to the HOA, and that's why I want the HOA to sue Clarkson for damages under the NRCP 23.1 shareholder derivative provision.

The Board doesn't understand how he has breached his duty to the HOA and is not willing or able to protect the association from him. I can represent the HOA as a single member, but I just think it will be harder to prevail because Clarkson is so willing to defame me, turn me into a pariah and bury the HOA in fees to try to protect it from me.

Respondeat superior is Clarkson's escape hatch when he is usurping the authority of the HOA Board.

Here's what Clarkson said in his [8/24/17 letter](#) removing me from my elected Board seat

Clarkson had no legal authority to remove me from the Board. The discussion in the Board executive session in the morning was to get the Board to respond to my notice of intent against Clarkson and my Form 514a complaint against Seddon and her sidekick Lori Martin.

— 8/24/17 Clarkson's imaginary statement of the law that conveniently ignores the black letter of the law in [NRS 116.31034](#), [NRS 116.31036](#), [NRS 116.31084\(1\)\(a\)\(b\)](#), and [NRS 116.4117](#),

8/16/17 Notice of Intent to file a professional ethics complaint against Clarkson

I served [notice on 8/16/17 of my intent to file a professional ethics complaint](#) against him to the State Bar of Nevada

6. Explanation of grievance: Attached is a timeline and then then there is narrative related to the main issues:

- a. Bullying, abuse (Rule 4.3; 4.4; NRS 116.31184);
- b. Abuse of privilege NRS 49.115(1); Rule 1.2 (d);
- c. Withholding/concealing Association records (NRS 116.31175; SCA bylaws 6.4c);
- d. Abuse of process (Rule 3.1, NRS 116.31085;
- e. False statements (NRS 116.3103; Rule 4.1 (a);
- f. Conflicts of interest/self-serving advice (NRS 116.31084; Rule 7.4););
- g. Conflict of interest (Rule 1.7(a)(1); NRS 116.3103);
- h. Organization as client (rule 1.13 (f) (g);

Clarkson's toxic and disrespectful attitude toward me is wholly unwarranted, and for a legal professional to bully someone into silence in effort to stifle the questions I was raising in relation to Association's finances was totally unconscionable, and unfitting for legal professional. This malicious conduct was also displayed by: GM - Sandy Seddon, CAM - Lori Martin, Adam Clarkson, Rex Weddle, Board President, and the rest of the Board was so egregious that it would have undoubtedly crushed and completely demoralized just about any other elderly woman in the SCA senior community. The various acts of bullying, ostracism, condescension, alienation, slander, are different forms of emotional abuse. I have been

Page 3 of 30

Re: Notice Re: Adam Clarkson's Unethical Conduct

unjustly subjected Clarkson's vitriolic treatment over the past months have damn near killed me, and I am tougher than most, as I have had persevere through a fairly high level of conflict in my life over the years, that arose from controversies among union leaders or disgruntled employees, when I served as the head of an 8,000-employee civil service system, and was the chief negotiator facilitating a plethora of union contracts. However, this experience is the **worst** conflict I have ever had to endure in all my years of professional service.

8/11/17 notice of intent to file an ethics complaint against Sandy Seddon

TOBIN. 3322

**NOTICE OF INTENT TO FILE A FORM 514a STATEMENT OF
FACT AGAINST A COMMUNITY MANAGER**

August 11, 2017

TO: GM/CAM SANDY SEDDON AND CAM LORI MARTIN
FROM: NONA TOBIN, DIRECTOR

***RE: Notice of Intent to File a Form 514a Statement of Fact Against A Community
Manager***

STATEMENT OF FACTS

1. Concealing And Withholding Records

NRS 116.31175, NAC 116A.345 (2)(c) and SCA bylaws 6.4(c) were violated by GM Sandy Seddon and CAM Lori Martin by their unauthorized withholding of Sun City Anthem's official records from Nona Tobin, SCA Board member, who was in good faith, lawfully, and with full disclosure seeking to determine the following:

- a. Justification for prior Board's actions in hiring GM Seddon in November 2015 for \$100,000 more than Sun City Summerlin paid their Executive Director also hired in 2015;
- b. Why SCA is paying 10% of the operating budget for four managers who are cumulatively \$300,000 over the market rate for their job class;
- c. Justification for having both a CAM and a GM/CAM @ \$400,000+ when other HOAs pay their top executive for both functions from \$109,000 low to \$175,000 high;
- d. Why the formal HR systems and internal controls needed to protect SCA as a first-time employer (self-managed since 4/1/16) have not yet been put into place and why there are no written plans to do so over a year later;
- e. Why the prior Board and the GM did not execute any management agreement (NRS 116A.620 mandatory terms; NAC 116A.325) or even written terms & conditions of employment to ensure compliance with standard of practice (NRS 116A.630; NAC 116A.320 & 116A.325).

2. Retaliation and Crating a Hostile Environment

NRS 116.31184 GM/CAM for harassing and creating a hostile environment against Tobin. **NRS 116.31183** is violated by GM/CAM for Tobin's having made the following requests, complaints, and recommendations to the Board or management in good faith, with lawful purpose, and with this express intent of protecting Sun City Anthem unit owners from threats to association financial interests, individual owner and association property values, and quality of lifestyle:

- a. Requests for contracts and other SCA documents per NRS 116.31175 as a unit owner;
- b. Requests for SCA documents as a Director per SCA Bylaws 6.4;
- c. Recommendation to fire the SCA debt collector, Alessi & Koenig aka HOALG;
- d. Request that the GM not combine debt collection with legal counsel in one RFP;
- e. Request that new attorney be selected by the new Board;
- f. Request that GM/Board abolish inappropriate dual reporting on professional services contracts;
- g. Complaints that GM/CAM were encouraging/ allowing the Board to violate NRS 116.31183, NRS 116.31185 and SCA governing documents, AND SCA Bylaws 3.15 and 3.15A, 3.16 by excessive claims to confidentiality and closed Board meetings beyond the four permissible topics in NRS 116.31085;
- h. Complaints that the GM/CAM encouraged the Board to abdicate policy authority over policy prohibited from delegation by NRS 116.3106 (d) and SCA bylaws 3.18 (a,b,e,f,g,i) and 3.20;
- i. Recommended chartering a Personnel Committee of unit owners with HR expertise to develop missing policies essential to protect SCA as a first-time employer;
- j. Recommended against hiring an attorney with no employment law specialty in his practice;
- k. Recommended that the Board should publicly adopt performance standards to govern GM compensation, using customer service ratings;

Looks a lot like bullying & retaliation to me



Nona Tobin / March 11, 2021 / attorney malpractice, Elder abuse, Ethics / abuse of control, bullying, fiduciary violations, harassment, hostile environment, Notice of Intent, retaliation /

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How the crooks steal HOA houses

A 3D model of a house is placed on a map. The house is surrounded by several US dollar bills. A white sign with the word 'SOLD' in large red letters is positioned in front of the house. The map background shows various colored areas and lines, representing a real estate map.

**Nevada's Homeowners'
Association Super Priority Lien**

In Nevada, an HOA has the power to foreclose on a property and wipe out the interest of the bank and the homeowner. This report is an in-depth analysis into the effects of HOA foreclosures on the real estate market.

HOAsuperPriorityLien.com

Click on the link above to get to the UNLV Lied Institute for Real Estate and Nevada Association of Realtors 2017 study regarding how HOA foreclosures have depressed

the Nevada real estate markets by over \$1 billion in lost value.

In short, every home in an HOA loses 1.7% of value when the HOA forecloses on a property for delinquent assessments.

Wouldn't it make sense for the owners in an HOA to buy a property or have a bake sale to keep a delinquent owner afloat rather than lose value on your home because some assessments are delinquent?

The reason that doesn't happen is because the HOA debt collectors have a GIANT scam going where they sell these houses in secret to their connected speculators and not only the person who loses his or her home gets screwed, but everybody in the HOA pays for the debt collector and the speculator to get rich.

What is a super-priority lien?

HOA owners in 22 states are at risk of this scam

Mortgage-backed securities screwed us all

HOA foreclosures can occur when the HOA auctions off houses to collect unpaid assessments. Nevada law protects HOAs to the extent that nine months of delinquent assessments have "super priority" over the first security interest of a lender.

This has been a very big deal since the economic meltdown in 2008 caused property values to come crashing down.

Lots of people started defaulting on their mortgages when balloon payments and/or rate adjustments came due on houses that were "underwater" with loan balances

exceeding what they could sell the house for.

Remember all the bank-owned houses around that the banks were not maintaining?

The banks also weren't paying HOA dues, and so whole communities or condominium projects failed and went bankrupt.

The banks are definitely villains in this scenario.

The HOA receives owner assessments in order to have sufficient funds to operate and reserve, and the banks weren't paying and they weren't taking care of the properties, and in many cases, they wouldn't or couldn't sell them.

By "couldn't sell", I mean that there was a lot of foreclosure fraud going on because it was extremely difficult to establish who actually was entitled to ownership of the debt.

So many bank failures and mergers caused part of the confusion.

Remember Wachovia, Washington Mutual, Countrywide Home Loans?

All gone.

A second and even bigger problem was Wall Street's greedy and fraudulent securitization of high-risk adjustable mortgages into incomprehensible "synthetic derivatives". By slicing and dicing individual mortgages into such products as collateralized debt swaps got the whole mortgage securities market **in the world** further and further away from knowing who owned any particular loan. These financial instruments were so complex, nobody expected them all to start failing at once. (The movie, "The Big Short" explains all this in a very funny and accessible fashion.) Anyway, the banks, being "too big to fail" and all, were bailed out.

Remember the Troubled Asset Relief Program (TARP)?

So, as I'm telling you all this, don't ever feel sorry for the banks. No matter how crooked they were. No matter how badly they screwed over poor people by putting them into loans they couldn't afford or even understand, our tax dollars bailed them out and nobody went to jail for crashing the world economy.

Back to what this has to do with HOAs

HOAs depend on assessments for the money needed to maintain the quality of the common areas and to operate facilities and programs that define the lifestyle people bought into. So the state law gives the HOA the right to foreclose ahead of the bank for nine months of assessments. This started happening a lot not just because the owners walked away from their mortgages, but because the banks were really slow to foreclose because in lot of cases they couldn't figure out who owned the loan and nobody actually had the original note (I.O.U.)

So the banks decided that they better gin up some phoney ownership papers, and there were literally millions of home loans in this limbo. So many that the banks started using "robo-signers", low level employees who would sign documents using phony titles to pretend they are bank officials authorized to assign the loan, like MERS Secretary or Vice-President. this fraudulent scheme was carried out for quite a while by some well known entities, like Bank of America, Wells Fargo, etc. Since MERS is a privatized (bank-owned) way to avoid recording of rapidly-shifting property transfers or loan assignments, they got away with it a lot particularly in Nevada which was the hardest hit state in the nation.

In 2011, [Total Mortgage.com](http://TotalMortgage.com) blog reported:

The housing market in Nevada is so bad, that according to Corelogic's 3rd Quarter Negative Equity Report, as of November, 58.3% of homes with mortgages in Nevada are underwater, while 4.8% have near negative equity. Total home equity in Nevada among homeowners with mortgages is less than -\$10.3 billion, making the average loan-to-value ratio in the state 110.2%. Nevada is the only state that has a net negative home equity.

As a result of this disaster, Nevada has been one of the most aggressive states in fighting mortgage abuses. In October, Nevada passed a tough anti-foreclosure law that makes it a felony for a lender, servicer or trustee to make false representations or claims over a title. In the wake of this law, foreclosures in Nevada [plummeted](#).

Mortgage fraud by the banks and loan servicing companies was slowed even further by a [2012 \\$25 Bllion settlement](#) between B of A, Citibank, JPMorgan Chase, Loan Services and Wells Fargo involving 49 states Attorney Generals and the Justice Dept.

In Nevada, strong anti-foreclosure fraud legislation went into effect in 2011, The bank foreclosure came to a slamming halt once the (real) bank officials could be charged with a class D felony if they signed false affidavits to reassign the loan in the official county records. [Bank foreclosures dropped 88%](#) in the month following the passage of the anti-foreclosure law (October 2011), according to the Wall street Journal.

So, the good news was that banks couldn't foreclose on homes they didn't actually own. The bad news is that the majority of those bank-owned properties were in one of the over 2,500 HOAs in Nevada so delinquent assessments began piling up.

What happened to the HOAs that weren't getting paid assessments for all these bank-owned properties? What happened to the property values as the number of distressed properties increased? I imagine some HOAs went into bankruptcy. Others HOAs passed the cost of the vacant properties over to assessment increases to the remaining owners. Some HOAs really upped the speed at which they foreclosed on properties themselves so they wouldn't be left holding the bag.

In SFR Investments Pool 1 v. US Bank, 130 Nev. Adv. Op. 75 (9/19/14), the Nevada Supreme Court apparently fed up with the banks' refusal to pay the HOA assessments while they were holding the title, ruled that bank's security interest was extinguished in its entirety by an HOA foreclosure sale. Big, big loss for the lenders. Big win for the HOAs? Of course not. the big winner was the buyer at the

HOA foreclosure sale who (as in this Southern Highlands case) bought the house for under \$10,000 and wiped out the banks' nearly \$900,000 loan.

Wow! Big, big win for buyers at HOA foreclosure sales. So, what's wrong with that? Aren't get rich quick schemes something we all secretly hope will fall in our laps? Are we just jealous that someone other than us got a fantastic windfall at the expense of the bank? Well, maybe there's some of that, but what's wrong with that is the seeds of corruption have been sown.

Let's not forget what happens when a loophole or a drastic shift in market conditions creates an opportunity to make a huge profits for investing very little and doing very little work. Obviously, every flim-flam man comes out of the woodwork. But worse, otherwise honest people get tempted by get-rich quick schemes and start crossing ethical boundaries. Fiduciaries, like HOA managing agents, HOA debt collectors and HOA attorneys get dollar signs in their eyes and forget whose interest (HOA homeowners) they are legally required to protect. And never underestimate how hard the banks will fight to keep their ill-gotten gains from being stolen by another opportunistic thief.

So, where does that leave HOAs and HOA homeowners? You guessed it. Holding the bag. Even though the mortgage crisis is over and the Las Vegas valley housing market is recovering, there are huge residual financial impacts affecting SCA and other Nevada HOAs.

HOAs are stuck in the middle of expensive legal battles between the banks and the buyers at HOA sales. Worse, HOAs are accountable for wrongdoing of HOA managing agents, debt collectors and attorneys, when they, usually unbeknownst to the Board, took illegal shortcuts to make a speedy sale or took profits unlawfully.

- There are literally thousands of HOA foreclosure cases in the state and federal courts in Nevada. (I think SCA has five active cases) and thousands, if not millions, of attorneys' fees are racking up.
- Cases filed in state court are bound by the rulings of the Nevada Supreme Court that [recently reaffirmed](#) its decision that HOA foreclosures extinguishes the lender's security interest.

- make their determination of the Federal court
- Most of these cases involve the buyer at the HOA sale suing to get “quiet title” from the bank, but the HOA named because the sale was conducted under the legal authority of the HOA.

In 2016, I wrote a letter to the Review-Journal Editor, in response to the R-J September 11, 2016 editorial about how unfair the HOAs were to confiscate the bank's property without due process. My main point was the banks don't own the property unless they legally foreclose. It's the homeowner who loses when the HOA forecloses without proper notice or when the bank takes possession without foreclosing.

But what if the method defined in NRS 116 actually pushes costs to ALL HOA owners that can be orders of magnitude greater than absorbing or forgiving more the bad debts ?

According to a May 2017 study by the Association of Realtors and UNLV LIED Institute showed that HOA foreclosures reduced the value of ALL Nevada homes by 1.7%, and that the controversy over HOA's super-priority lien status has decreased the willingness of lenders to lend for the purchase of homes in HOAs.

Since 57 % of Nevada homes are in 3,000+ HOAs, this is a very big deal. Some consider that this is a factor in Las Vegas' sluggishness in returning to property values that existed before the economic meltdown that occurred a decade ago when mortgage-backed securities became worthless seemingly overnight.

The Reno paper published an article about the study, but the Las Vegas Review Journal did not.

Nona Tobin / March 4, 2021 / Uncategorized / superpriority, UNLV study /

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Implicated Nevada Law

Link to all [Nevada Revised Statutes](#)

TITLE 2 — CIVIL PRACTICE	
Chapter 10	General Provisions
Chapter 11	Limitation of Actions
Chapter 12	Parties
Chapter 13	Place of Trial
Chapter 14	Commencement of Actions
Chapter 15	Pleadings, Motions and Orders
Chapter 16	Date of Trial; Trial by Jury; Masters
Chapter 17	Judgments
Chapter 18	Costs and Disbursements
Chapter 19	Fees
Chapter 20	Bonds and Undertakings; Deposits in Lieu Thereof
Chapter 21	Enforcement of Judgments
Chapter 22	Contempts
TITLE 3 — REMEDIES; SPECIAL	

ACTIONS AND PROCEEDINGS	
Chapter 28	General Provisions
Chapter 29	Submitting a Controversy Without Action
Chapter 29A	Summary Proceedings
Chapter 30	Declaratory Judgments
Chapter 31	Attachment, Garnishment and Other Extraordinary Remedies
Chapter 33	Injunctions; Protection Orders
Chapter 34	Writs; Petition to Establish Factual Innocence
Chapter 38	Mediation and Arbitration
Chapter 40	Actions and Proceedings in Particular Cases Concerning Property
Chapter 42	Damages 42.005 Exemplary and punitive damages: In general; limitations on amount of award; determination in subsequent proceeding
TITLE 4 — WITNESSES AND EVIDENCE	
Chapter 47	General Provisions; Judicial Notice; Presumptions
Chapter 48	Admissibility Generally
Chapter 49	Privileges
Chapter 50	Witnesses

Chapter 51	Hearsay
Chapter 52	Documentary and Other Physical Evidence
Chapter 53	Affidavits; Foreign Depositions
Chapter 205	Crimes Against Property
Chapter 207	Miscellaneous Crimes
Chapter 645	Real Estate Brokers and Salespersons
Chapter 645F	Mortgage Lending and Related Professions
Chapter 163	Trusts

TITLE 10 — PROPERTY RIGHTS AND TRANSACTIONS	
Chapter 111	Estates in Property; Conveyancing and Recording
Chapter 112	Fraudulent Transfers (Uniform Act)
Chapter 113	Sales of Real Property
Chapter 115	Homesteads
Chapter 116	Common-Interest Ownership (Uniform Act)
Chapter 116A	Common-Interest Communities: Regulation of Community Managers

2013 NRS provisions governing HOA foreclosures

[NV Rev Stat 116.3116-NRS 116.31168 \(2013\)](#)

NRS 116.31164(3)(2013) ministerial duties after a 2014 HOA sale

[Chapter 205](#) Crimes against property

[NRS 205.330](#) Fraudulent conveyances.

[NRS 205.360](#) Knowingly receiving fraudulent conveyance.

[NRS 205.372](#) Mortgage lending fraud; penalties; civil action.

[NRS 205.377](#) Multiple transactions involving fraud or deceit in course of enterprise or occupation; penalty.

[NRS 205.395](#) False representation concerning title; penalties; civil action.

[NRS 205.405](#) Falsifying accounts.

[Chapter 207](#) Racketeering

[NRS 207.350](#) Definitions.

<u>NRS 207.360</u>	“Crime related to racketeering” defined.
<u>NRS 207.370</u>	“Criminal syndicate” defined.
<u>NRS 207.380</u>	“Enterprise” defined.
<u>NRS 207.390</u>	“Racketeering activity” defined.
<u>NRS 207.400</u>	Unlawful acts; penalties.
<u>NRS 207.410</u>	Alternate fine for unlawful acts.
<u>NRS 207.470</u>	Civil actions for damages resulting from racketeering.
<u>NRS 207.480</u>	Order of court upon determination of civil liability.
<u>NRS 207.520</u>	Limitation of actions.



Nona Tobin / March 22, 2021 / Rule of law / NRS /

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Interpleader Complaint was filed with an ulterior motive

2/3/21 Red Rock Financial Services [Interpleader Complaint](#) electronically issued without notice to defendants

1 DAVID R. KOCH (NV Bar No. 8830)
STEVEN B. SCOW (NV Bar No. 9906)
2 BRODY R. WIGHT (NV Bar No. 13615)
KOCH & SCOW LLC
3 11500 S. Eastern Ave., Suite 210
4 Henderson, NV 89052
dkoch@kochscow.com
5 sscow@kochscow.com
bwight@kochscow.com
6 dscow@kochscow.com
Telephone: (702) 318-5040
7 Facsimile: (702) 318-5039

8 *Attorneys for Plaintiff Red Rock Financial Services*

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 RED ROCK FINANCIAL SERVICES,

12 Plaintiff,

13 vs.

14
15 NONA TOBIN, as an individual and as Trustee
of the GORDON B. HANSEN TRUST DATED
16 8/22/08; REPUBLIC SERVICES, INC. a
Nevada corporation; WELLS FARGO, N.A., a
17 national banking association; NATIONSTAR
MORTGAGE, LLC, a Delaware company; and
18 DOES 1-100;

19 Defendants.

Case No.: A-21-828840-C
Dept.:

COMPLAINT FOR
INTERPLEADER (NRCF 22)

EXEMPT FROM ARBITRATION:
ACTION SEEKING EQUITABLE
RELIEF IN THE FORM OF
INTERPLEADER (N.A.R. 3(A))

20 SUMMONS - CIVIL

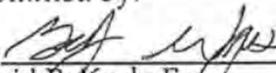
21 NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
22 WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
23 READ THE INFORMATION BELOW.

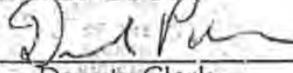
24
25 TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s)
26 against you for the relief set forth in the Complaint.

27 NONA TOBIN, as an individual and as Trustee of the
28 GORDON B. HANSEN TRUST DATED 8/22/08

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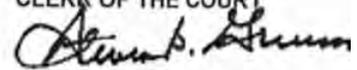
1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:
By: 
David R. Koch, Esq.
Steven B. Scow, Esq.
Brody R. Wight, Esq.
KOCH & SCOW, LLC
11500 S. Eastern Ave., Ste. 210
Henderson, NV 89052
Attorneys for Plaintiff

CLERK OF COURT
By:  2/4/2021
Deputy Clerk Date
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89155

Demand Palmer

Case was assigned to Judge Kishner Dept 31



CASE NO: A-21-828840-C
Department 31

1 DAVID R. KOCH (NV Bar No. 8830)
STEVEN B. SCOW (NV Bar No. 9906)
2 BRODY R. WIGHT (NV Bar No. 13615)
KOCH & SCOW LLC
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6 Telephone: (702) 318-5040
7 Facsimile: (702) 318-5039

8 *Attorneys for Plaintiff*
9 *Red Rock Financial Services*

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 RED ROCK FINANCIAL SERVICES,
13 Plaintiff,

14 vs.

15 NONA TOBIN, as an individual and as Trustee
16 of the GORDON B. HANSEN TRUST DATED
8/22/08; REPUBLIC SERVICES, INC. a
17 Nevada corporation; WELLS FARGO, N.A., a
national banking association; NATIONSTAR
18 MORTGAGE, LLC, a Delaware company; and
DOES 1-100;

19 Defendants.
20

Case No.:
Dept.:

COMPLAINT FOR
INTERPLEADER (NRCP 22)

EXEMPT FROM ARBITRATION:
ACTION SEEKING EQUITABLE
RELIEF IN THE FORM OF
INTERPLEADER (N.A.R. 3(A))

21 COMES NOW plaintiff RED ROCK FINANCIAL SERVICES (hereinafter
22 sometimes "RRFS"), and pleads as follows:

23 PARTIES

24 1. Plaintiff Red Rock Financial Services is a licensed collection company, and
25 at all times material herein was and is doing business in Clark County, Nevada. RRFS
26 was hired by the Sun City Anthem Community Association (the "Association") as its
27 agent to manage and collect assessments charged to homeowners within the Association.
28

1 2. Defendant Nona Tobin is an individual who, on information and belief,
2 resides in Clark County, Nevada and is the trustee of the Gordon B. Hansen Trust dated
3 8/22/08.

4 3. On information and belief, Defendant Wells Fargo N.A. is and was a
5 national association , which at all times material herein was doing business in Clark
6 County, Nevada.

7 4. Defendant Republic Services, Inc. is a Nevada corporation, which, at all
8 times material herein, was doing business in Clark County, Nevada.

9 5. On information and belief, Defendant Nationstar Mortgage, LLC is a
10 Delaware company, which at all times material herein was doing business in Clark
11 County, Nevada.

12 6. Plaintiff is unaware currently of the true names and capacities of those
13 defendants sued herein as DOES 1-100 and therefore sues said defendants by such
14 fictitious names. Plaintiff will seek leave of the court to amend this Complaint to allege
15 the true names and capacities of said defendants when the same have been ascertained.
16

17 7. Plaintiff is informed and believes, and thereon alleges, that each of the
18 defendants sued herein, including those named as DOES, are the agents, servants,
19 employees, predecessor entities, successor entitles, parent entities, totally owned or
20 controlled entities, or had some legal relationship of responsibility for, the other
21 defendants, and in doing the things herein alleged, acted within the course and scope
22 and authority of such agency, employment, ownership or other relationship and with the
23 full knowledge and consent of the other defendants, or are in some other manner legally
24 responsible for the acts as alleged herein. Additionally, with respect to all corporate
25 entity defendants, the officers and directors of such entities ratified and affirmed all
26 contracts of its employees, agents, directors and /or officers.
27
28

Judge Kishner immediately recused herself “in order to avoid the appearance of impartiality“

[link to 2/9/21 minutes](#)

EVENTS & ORDERS OF THE COURT

02/09/2021 **Minute Order** (8:15 AM) (Judicial Officer Kishner, Joanna S.)

Minutes

02/09/2021 8:15 AM

- Although the Court could and would rule fairly and without bias, recusal is appropriate in the present case in accordance with Canon 2.11(A) of the Nevada Code of Judicial Conduct in order to avoid the appearance of impartiality as the Court could be viewed to have information relating to the circumstances of the matter or one of the parties. Thus, the Court recuses itself from the matter and requests that it be randomly reassigned and all pending hearing dates be reset in accordance with appropriate procedures. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Natalie Ortega, to all registered parties for Odyssey File & Serve and/or served via facsimile. ndo/02/09/21

[Return to Register of Actions](#)

There was no electronic service of the recusal as Steven Scow did not put any defendants' service contacts into Odessey

2/9/21 Department reassignment from Judge Kishner (Dept. 31) to Judge Jessica K. Peterson (Dept. 8) occurred without notice

There was no electronic service of the notice of departmental reassignment as Steven Scow did not put any defendants' service contacts into Odessey.

Link to [2/9/21 NODR notice of department reassignment](#)

Service on Nona Tobin, as an individual

link to [affidavit of service](#) on Nona Tobin, an individual

Serving Nona Tobin as an individual was necessary because Nona Tobin, as an individual, has THE ONLY recorded claim for the proceeds.

Link to [Nona Tobin's 3/28/17 deed, as an individual,](#)

Service on Nona Tobin, as a trustee

Unnecessary because Steven scow knows the Hansen Trust was closed in 2017.

link to [affidavit of service](#) on Nona Tobin, as trustee

Nona Tobin, as the trustee of the Gordon B. Hansen Trust, dated 8/22/08, does not have a competing claim with herself as an individual. The Hansen Trust was closed in 2017 when the title was transferred to Nona Tobin, an individual, as the sole beneficiary.

Page 2 of Nona Tobin's 3/28/17 deed shows that the Hansen Trust has been closed

or any part thereof.

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

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

(SIGNATURE PAGE FOLLOWS]

Service on Wells Fargo

**Service was unnecessary as Wells Fargo released its
5/10/07 lien on 3/12/15**

Link to [Wells Fargo's 3/12/15 Substitution and Reconveyance](#)

**Wells Fargo's Registered agent Corporation Service Company, was served in
Carson City, 112 North Curry Strret, 89703**

link to [affidavit of service](#) on Wells Fargo

Obviously, Wells Fargo will not file a claim for the excess proceeds.

Service on Nationstar

Unnecessary because Nationstar (albeit for a corrupt intent and with no legal authority) released the lien of the disputed Hansen deed of trust on 6/3/19

Link to the [6/3/19 release of the lien of the Hansen deed of trust](#)

Obviously, Nationstar will not file a claim for the excess proceeds.

Nationstar's Registered agent Corporation Service Company, was served in Carson City, 112 North Curry Strret, 89703

Link to [affidavit of service](#) on Nationstar

Service on Republic Services

Service on Republic Services was unnecessary because its liens were released in 2017.

**Republic Services was served on 2/16/21 at 12:23 PM via the Danielle
Nakicommercial agent CT Corporation System, 701 S. Carson St., Ste. 200, Carson
City 89701**

link to [affidavit of service](#) on Republic Services

Amazing 24-hour turn-around made possible by Red Rock's failure to distribute funds before statutory liens were released.

Disclaimer of interest was filed on 2/17/21 at 12:23 PM by Republic Silver State Disposal, Inc. d/b/a Republic Services

Link to [disclaimer of interest](#) by Republic Services

Link to [Republic Services 3/30/17 lien release instrument 20170330003859](#)

Link to [Republic Services 3/30/17 lien release instrument 20170330003860](#)

Obviously, Republic Services will not file a claim for the excess proceeds.

Steven Scow knew filing for interpleader more than six years late when only one person had a recorded claim was unwarranted.



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Joseph Hong: pay Nona Tobin treble damages for stealing her house and be disbarred

[Link to PDF of ABA Standards for Imposing Lawyer Sanctions \(last revision 1992\)](#)

[ABA STANDARDS FOR IMPOSING LAWYER SANCTIONS EXCERPTS TO CONSIDER TO DETERMINE LEVEL OF DISCIPLINE OF JOSEPH HONG](#)

ABA Standard C. 3.0 Factors to Consider

C. FACTORS TO BE CONSIDERED IN IMPOSING SANCTIONS

3.0 Generally

In imposing a sanction after a finding of lawyer misconduct, a court should consider the following factors:

- (a) the duty violated;
- (b) the lawyer's mental state;
- (c) the potential or actual injury caused by the lawyer's misconduct; and
- (d) the existence of aggravating or mitigating factors.

In sanctioning Hong, the court should consider:

- Hong repeatedly violated his duty of candor to the court by concealing material facts, most notably that his client didn't have an admissible deed and the alleged

settlement was not between any parties;

- Hong made many false statements in his pleadings, motions, oppositions and oral arguments in order to cheat to win;
- Hong served notice that the 4/23/19 hearing was continued to 5/7/19 and then conspired with Melanie Morgan to meet ex parte on 4/23/19 with Judge Kishner anyway;
- Relying on Hong's and Morgan's misrepresentations, Judge Kishner bench ordered many of Nona Tobin's pro se filings and 963 pages of her evidence stricken from the record unheard, including meritorious motions for summary judgment vs. Hong's and Morgan's clients
- Completely through the misconduct of Hong and his co-conspirators, ALL of Nona Tobin's evidence entered into the court record since 7/29/16 has been suppressed.
- Completely through the misconduct of Hong and his co-conspirators, NO Nevada judge in ANY of these four district court cases (A-15-720032-C, A-16-730078-C, A-19-799890-C, A-21-828840-C) or these four Nevada Supreme Court cases (79295, 82094, 82234, 82294), has looked at the evidence.
- Hong and his co-conspirators obstructed a fair adjudication of Nona Tobin's claims by an impartial tribunal,
- Hong and his co-conspirators made a fraudulent side deal to steal Nona Tobin's \$500,000 house, \$100,000+ in 6+ years of lost rent, and over \$100,000 in other actual damages to Nona Tobin.

ABA Standard 6.1 (False statements, fraud, and misrepresentation) and 6.11 Disparment is appropriate when:

6.0 Violations of Duties Owed to the Legal System

6.1 False Statements, Fraud, and Misrepresentation

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving conduct that is prejudicial to the administration of justice or that involves dishonesty, fraud, deceit, or misrepresentation to a court:

6.11 Disbarment is generally appropriate when a lawyer, with the intent to deceive the court, makes a false statement, submits a false document, or improperly withholds material information, and causes serious or potentially serious injury to a party, or causes a significant or potentially significant adverse effect on the legal proceeding.

Hong , with the intent to deceive the court, made many false statements, submitted false documents, improperly withheld material information, caused serious injury to Nona Tobin and had a serious impact n multiple legal proceedings.

Hong caused serious injury to Nona Tobin, lied to the court repeatedly to steal Nona Tobin's house and cover his tracks. The specific dates and documentary evidence will be published by 3/21/21.

Disbarment is appropriate. The specific dates and documentary evidence will be published by 3/21/21.

6.2 (Abuse of the Legal Process),

ABA Standard 6.21 Disbarment for violating a court rule to seriously interfere with a legal proceeding

ABA Standard 6.3 Improper Communications with Individuals in the Legal System

6.31 Disbarment is generally appropriate when

What does it take to get disbarred in Nevada?



8.0 (Prior discipline Orders),

8.1(b) (Disbarment is generally appropriate when a lawyer

8.0 Prior Discipline Orders

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving prior discipline.

8.1 Disbarment is generally appropriate when a lawyer:

Hong has five priors in Nevada

Hong has also been suspended in California

9.22 Aggravating factors that affect Hong

9.22(a) (Prior discipline Orders)

9.22(b) (dishonest or selfish motive)

(c) a pattern of misconduct;

(d) multiple offenses;

(f) vulnerability of the victim(s);

(g) substantial experience in the practice of law

What does it take to get disbarred in Nevada?

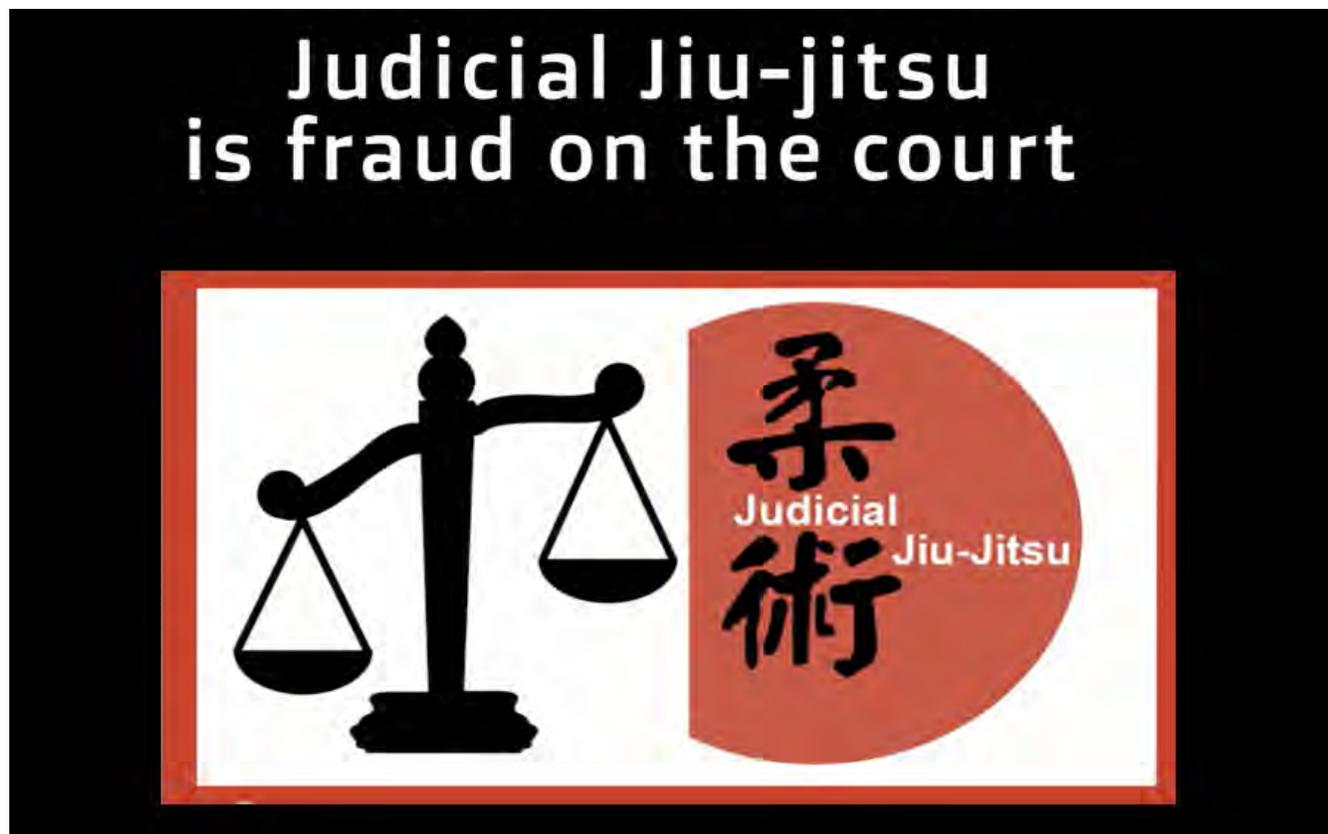


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Judicial Jiu-Jitsu is fraud on the court



[Fraud on the court video playlist](#)

[Judicial Jiu-Jitsu You-Tube channel](#)

 nonatobin / March 18, 2021 / attorney malpractice, Criminal, Elder abuse, Fraud on the Court, Rule of law, Video / judicial jiu-jitsu /

TOBIN. 3367