



Nona Tobin <nonatobin@gmail.com>

State Bar of Nevada: Receipt of Online Complaint

1 message

nevadabarforms@gmail.com <nevadabarforms@gmail.com>

Wed, Feb 23, 2022 at 4:24 PM

Reply-To: complaints@nvbar.org

To: nonatobin@gmail.com

First, Middle and Last Name

Nona Tobin

Your Address

[2664 OLIVIA HEIGHTS AVE](#)

Henderson, NV 89052

[Map It](#)

Your Email

nonatobin@gmail.com

Your Primary Telephone Number

(702) 465-2199

Attorney Information

Attorney Name

Melanie Morgan

Law Firm Name

Akerman LLP

Attorney Address

[2664 OLIVIA HEIGHTS AVE](#)

Henderson, NV 89052

[Map It](#)

Previous Contact with the State Bar of Nevada

Have you previously contacted the State Bar of Nevada regarding this matter?

Yes

If yes, when and how did you contact us?

9/4/17 complaint vs. Adam Clarkson - 9/12/17 rejected as not meeting "clear and convincing" standard
2/14/21 complaint vs. Joseph Hong - 3/4/21 rejected as needing court's written findings of attorney misconduct
2/16/21 complaint vs. Brittany Wood - 3/4/21 rejected as needing court's written findings of attorney misconduct
2/16/22 served a writ for a petition to order the investigation of the above three complaints, but I am holding off filing it with the Supreme Court until I file complaints against Melanie Morgan, Steven Scow, Adam Clarkson, and David Ochoa that I want the Bar to investigate as well.

If known, what was the file number for the case or claim?

17-1198, OBC 21-0181, OBC 21-0187

Hiring the Attorney

Did you hire/retain the attorney about whom you are complaining?

No

TOBIN. 4045

What is your connection to the lawyer?

Opposing counsel in A-15-720032-C, A-19-799890-C, A-21-828840-C and appeals 79295 and 82294

Names and contact information for other persons who can provide additional information concerning your complaint

I don't know who to suggest. I have put considerable detail into the complaint, but I am working alone as a pro se.

Litigation

Case Name

A-15-720032-C, A-19-799890-C, A-21-828840-C

Case Number

79295 and 82294

Name of court or agency

Eighth Judicial District Court

Explanation of Grievance

Complaint Details

In summary,

1. Met ex parte with Judge Kishner on 4/23/19 after serving notice on all parties through the court's e-file Odyssey system on 4/15/19 and 4/22/19 that the hearing was continued to 5/7/19 (NCJC 2.9, NRPC 8.4 and ABA standard 6.31(b))
2. As the managing partner over multiple subordinate attorneys, and as the successor of Nationstar's and BANA's prior attorneys, Wright, Finley, Zak, perpetrated a fraud on the court by misrepresenting to the court the material facts, (e.g., that Nationstar was owed a debt from the 7/22/04 deed of trust that was extinguished by the disputed 8/15/14 HOA sale, or that Nona Tobin had not been granted leave to intervene as an individual or that Tobin's 3/28/17 deed did not give her NRS 40.010 standing anyway or that the HOA sale was valid for the sub-priority portion of the lien), or changed attorneys to create plausible deniability (e.g., removed Karen Whelan after Joe Coppedge asked Nationstar in 2018 to join Tobin in an MSJ to void the sale in its entirety or in A-21-828840-C when Nationstar was going to have to respond to Tobin's claim that it was judicially estopped from claiming to be owed a debt from the Hansen 7/22/04 deed of trust), or concealed inculpatory evidence (e.g., all Equator records, communications between Nationstar and Tobin or Nationstar and Red Rock or Nationstar and Wells Fargo) on these dates: 5/15/18, 12/10/18, 2/7/19, 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, 4/19/19, 4/22/19, 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, 6/25/20, 8/11/20, 4/9/21, 4/26/21, 5/3/21, 5/5/21, 8/19/21, 11/9/21, 11/15/21, 11/16/21, 11/23/21, 11/30/21
3. In conspiracy with Joseph Hong, made a fraudulent side deal with Joel A. Stokes, that was mischaracterized to the court (5/21/19 transcript) status check-settlement documents) as a "Nationstar-Jimijack settlement of all claims" that was recorded on 5/23/19, and which allowed Nationstar to be dismissed from the quiet title trial so it did not have to produce any evidence to support its quiet title claim and evaded either Nationstar or Jimijack having to refute Tobin's quiet title claims on their merits.

Explain what measures you have taken to resolve this matter directly with the attorney

I have been forced to spend over \$400,000 in litigation costs over the past five years without success because opposing counsels' misconduct has obstructed a fair adjudication of my claims on their merits by a neutral tribunal. I have filed civil and criminal complaints as well as administrative complaints to the Mortgage Servicing Division, the Attorney General, the State Bar and the Commission on Judicial Discipline, and no one has yet accepted jurisdiction and investigated and considered the verified evidence that supports my claims. I hope this time the Bar Counsel will notify the Supreme Court of its non-opposition to doing its statutory duty and administer appropriate discipline in the manner recommended by ABA Standards for Imposing Lawyer Sanctions 6.11 and 6.31(b).

Related File(s)

- [220223-Bar-Complaint-vs.-Melanie-Morgan-8215.pdf](#)



**COMPLAINT OF VIOLATIONS OF RULES OF PROFESSIONAL ETHICS TO THE
NEVADA STATE BAR ETHICS & DISCIPLINE PANEL
Vs.
MELANIE D. MORGAN, NV. BAR #8215
DONNA WITTIG, NV. BAR #11015
KAREN A. WHELAN, NV. BAR #10466**

RESPONDENT



Morgan, Melanie D.

Bar # : 8215

Member since: 10/11/2002

Status: ATTORNEY Active

Company: **Akerman LLP**

1635 Village Center Circle, Suite 200, Las Vegas, NV 89134

Phone : (702) 634-5005

Fax : (702) 380-8572

Email : melanie.morgan@akerman.com

Law school : Baylor University



Wittig, Donna M.

Bar # : 11015

Member since: 4/29/2008

Status: ATTORNEY Active

Company: **Akerman LLP**

1635 Village Center Circle, Suite 200, Las Vegas, NV 89134

Phone : (702) 634-5000

Fax : (702) 380-8572

Email : donna.wittig@akerman.com

Law school : Marquette University



Whelan, Karen A.

Bar # : 10466

Member since: 4/18/2007

Status: ATTORNEY Active

Company: Anderton & Associates

2360 Corporate Circle, Suite 320, Henderson, NV 89074

Phone : (702) 726-3346

Fax : (877) 684-4864

Email : karen.whelan@allstate.com

MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

DONNA M. WITTIG, ESQ.

Nevada Bar No. 11015

AKERMAN LLP

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

Telephone: (702) 634-5000

Facsimile: (702) 380-8572

Email: melanie.morgan@akerman.com

Email: donna.wittig@akerman.com

Attorney for Nationstar Mortgage LLC



Wright Finley Zak

Wright, Robin P.



Bar # : 9296

Member since: 4/20/2005

Status: ATTORNEY Active

Company: Wright, Finlay & Zak, LLP

4665 Mac Arthur Court, Suite 280, Newport Beach, CA 92660

Phone : (949) 477-5050

Fax : (949) 477-9200

Email : rwright@wrightlegal.net

Law school : Western State University

WRIGHT, FINLEY ZAK ATTORNEYS ON THE FOLLOWING PAGES WERE NATIONSTAR'S ATTORNEYS FROM 1/11/16-12/10/18. WFZ ALLEGEDLY REPRESENTED REPRESENTED BANK OF AMERICA BEFORE IT DEFAULTED IN 2015.



Smith, Edgar C.



Bar # : 5506

Member since: 10/3/1994

Status: ATTORNEY Active

Company: Clear Counsel Law Group

1671 W. Horizon Ridge Parkway, Suite 200, Henderson, NV 89012

Phone : (702) 765-5900

Fax : (702) 924-0709

Email : ed@clearcounsel.com

Law school : South Western University



Kelley, Michael S.

Bar # : 10101

Member since: 10/17/2006

Status: ATTORNEY Active

Company: Reid Rubinstein Bogatz

300 South 4th St., Suite 830, Las Vegas, NV 89101

Phone : (702) 776-7000

Law school : S.J. Quinney



Jung, Rock K.



Bar # : 10906

Member since: 4/29/2008

Status: ATTORNEY Active

Company: **Wright, Finlay & Zak, LLP**

7785 W Sahara Ave, Suite 200, Las Vegas, NV 89117

Phone : (702) 475-7964

Fax : (702) 946-1345

Email : rjung@wrightlegal.net

Law school : Thomas Jefferson School of Law

ROCK K. JUNG WAS PREVIOUSLY AN ATTORNEY WITH THE DEFUNCT MILES, BAUER, BERGSTUM, & WINTERS WHO WERE THE AGENTS THAT USED TO COVERTLY TENDER SUPER-PRIORITY PAYMENTS, KNOWING THEY WOULD BE REJECTED BY THE HOA DEBT COLLECTORS, AS A MEANS TO CIRCUMVENT THE MULTI-STATE PUD RIDER TO GET RID OF THE OWNERS WITHOUT FORECLOSING.



Nitz, Dana Jonathon

Bar # : 50

Member since: 9/29/1981

Status: ATTORNEY Active

Company: **Selman Breitman LLP**

3993 Howard Hughes Pkwy., Ste. 200, Las Vegas, NV 89169

Phone : 702) 228-7717

Fax : (702) 228-8824

Law school : USC

DANA NITZ NEVER APPEARED I N THE CASE, BUT WAS ALWAYS LISTED AS COUNSEL UNTIL THE CASE WAS CLOSED IN 2019 AS BANA WAS ALWAYS LISTED AS A PARTY EVEN THOUGH IT DEFAULTED IN 2015.

COMPLAINANT

Nona Tobin, President
Fight Foreclosure Fraud, Inc.
2664 Olivia Heights Ave.
Henderson NV 89052
(702) 465-2199
nonatobin@gmail.com

I, Nona Tobin, am filing this complaint to the Nevada State Bar Ethics & Discipline Panel as the President of the newly-formed Fight Foreclosure Fraud, Inc.

I make all statements herein based on my personal knowledge under penalty of perjury under the laws of the State of Nevada.



I am filing this complaint without representation, but I am seeking counsel to represent me individually, and Fight Foreclosure Fraud, Inc., on this and other heretofore ignored complaints to the Nevada State Bar, the Nevada Attorney General, the Nevada Mortgage Lending Division, the American Bar Association Ethics & Discipline Panel, and the Nevada Real Estate Division Commission for Common-Interest Communities.

This complaint, and the multiple other new and pending complaints I have already filed, and those complaints I will be filing, all stem from my personal horrifying experience with Nevada's judicial system wherein many thousands of hours and many tens of thousands of dollars

I was forced into this litigation because Sun City Anthem attorney David Ochoa unilaterally obstructed my access to SCA CC&Rs XVI: Limits on Litigation alternative dispute resolution

See [EX 1 NO CC&R XVI](#) my 3/22/17 offer to settle at no cost to me or to Sun City Anthem that Lipson Neilson attorney David Ochoa rejected on his own imaginary authority.

My involvement with the courts in Nevada has 100% been an attempt to regain title to a house that was wrongly foreclosed and secretly sold by Red Rock Financial Services on 8/15/14.

The extreme abuse that I have been subjected to is understandable only when you realize that all of the opposing counsels in these cases are acting like this to cover up their criminal actions and those of their clients.



Actual damages to me personally

The consequences of this successful fraud **perpetrated primarily by attorneys:**

1. the title to a \$500,000 house was taken from me by a fraudulently conducted-
unnoticed foreclosure sale,
2. Nationstar stole from me the \$389,000 outstanding Western Thrift & Loan
debt of deceased borrower Gordon Hansen that I did not owe and was not
owed to Nationstar,
3. Joel and Sandra Stokes kept \$100,000+ in rental profits that belong to me,
4. Red Rock attorneys Koch & Scow retained \$60,000 that they refused to
distribute to me in 2014 and has now accrued plus six years of interest and
costs to pursue my claim against massive obstruction
5. I have been forced to expend tens of thousands of dollars on litigation costs
and thousands of hours of personal time to attempt to recover what was stolen
from me.

Complaint

1. Melanie Morgan conspired with Joseph Hong to serve notice ([EX 2 NTSO EX PARTE](#)) 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 continued 4/23/19 "hearing" anyway to make egregious misrepresentations of the facts, my standing as an individual party and the law to the Judge Kishner.
2. Their duplicity was successful in completely obstructing the administration of justice in the first case, and then their misrepresentations about what happened in the first case has resulted in all my claims being precluded in subsequent district court proceedings on the erroneous grounds of res judicata, and has resulted in my rights to appeal also being abridged.



3. My pro se motions for summary judgment against Jimijack, ([EX 3 UNHEARD MSJ V. JIMIACK](#)) and against Nationstar and other cross-defendants ([EX 4 UNHEARD MSJ V. ALL](#)) were stricken unheard.

4. Nearly 600 pages of documentary evidence supporting my claims were stricken unconsidered. See ([EX 5 TOC EVIDENCE STRICKEN EX PARTE](#)) 12-page table of contents of ignored evidence.

5. At the ex parte meeting, Judge Kishner relied on Morgan's and Hong's misrepresentations to refuse to allow me to return to my pro se status that had been first established when I began filing into the consolidated cases on 7/29/16. See [EX 6 NOTA PRO SE](#).

6. At the ex parte meeting, Judge Kishner relied on Morgan's and Hong's misrepresentations to refuse to allow the notice of Nona Tobin's completion of mediation as an individual and as the trustee of the Gordon B. Hansen Trust, dated 8/22/08, to be entered in to court record. See [EX 7 NOTC MEDIATION TOBIN.HANSEN TRUST](#).

7. Striking my April 2019 pro se filings was allegedly justified because I filed them as a pro se before my counsel of record had filed a motion to withdraw, but actually these abusive sanctions against me happened because Judge Kishner acted on Melanie Morgan's and Joseph Hong's lies.

8. Melanie Morgan's and Joseph Hong's encouraging Judge Kishner to strike sua sponte the Tobin/Hansen Trust notice of completion of mediation had no proper purpose or legal authority, but was done for the corrupt purpose of allowing Judge Kishner to unlawfully retain jurisdiction over their clients' complaints for declaratory relief when their clients were not compliant with NRS 38.310.

NRS 38.310 Limitations on commencement of certain civil actions.

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

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

È may be commenced in any court in this State unless the action has been submitted to mediation or, if the parties agree, has been referred to a program



pursuant to the provisions of [NRS 38.300](#) to [38.360](#), inclusive, and, if the civil action concerns real estate within a planned community subject to the provisions of [chapter 116](#) of NRS ... all administrative procedures specified in any covenants, conditions or restrictions applicable to the property or in any bylaws, rules and regulations of an association have been exhausted.

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

(Added to NRS by [1995, 1417](#); A [1997, 526](#); [2007, 2278](#); [2013, 2296](#))

9. NRS 38.310(2) limits Judge Kushner's jurisdiction to provide declaratory relief to parties who have filed a civil action involving the interpretation of an HOA's CC&Rs and did not submit their claims to mediation, but she erroneously relied on the misrepresentations of Morgan and Hong and wrongly acted outside her jurisdiction.

10. At the ex parte meeting, Judge Kushner relied on Morgan's and Hong's misrepresentations to decide not to consider my declaration under penalty of perjury dated 4/14/19, that outlined the evidence I had to prove Nationstar's fraud.

11. See EX 8 [TOBIN DECL vs. NATIONSTAR](#).

12. At the ex parte meeting, Judge Kushner relied on Morgan's and Hong's misrepresentations to decide not to consider my verified complaint to the Nevada attorney General, dated 3/14/19, regarding Nationstar's attorneys' abuse of the HOA foreclosure quiet title litigation process to steal the house I inherited by falsely claiming the estate of the deceased borrower owed Nationstar the \$389,000 debt outstanding and that Nationstar could collect without foreclosing.

13. See EX 9 [3/14/19 complaint 2-2019 AG Complaint](#)

14. See EX 10 [2ND AG COMP WITH TOC EXHIBITS](#) to 3/14/19 and 11/10/20 complaints to the Nevada Attorney General.

15. See EX 11 [EX PARTE MINUTES](#).

16. See EX 12 [EX PARTE TRANSCRIPT](#)

17. EX 13 [NCJD COMPLAINT AGAINST JUDGE KISHNER](#) 100

18. EX 14 [EX PARTE](#) 1-55



19. KISHNER DID NOT HEAR [4/24/19 MVAC AND CMSJ](#)
20. EX PARTE [VIDEO](#). LINK 4/23/19 PART 2
21. See [963-page EX PARTE STRICKEN exhibit](#) of the unduplicated motions, oppositions and documentary evidence filed pro se between 4/9/19 TO 4/17/19 that was stricken by bench order at the 4/23/19 ex parte hearing (not included in the binder, but on the DVD)
22. 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 5/23/19 AGREE annotated recorded document (instrument number 201905230003531) that was allegedly the Jimijack-Nationstar deal.
23. 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 of 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.
24. 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 the corrupt purpose of uniformly concealing and misrepresenting material facts to the court that resulted in the obstruction of a fair adjudication of my claims and has prevented ANY judicial scrutiny of the evidence I possess that would be fatal to their clients' cases. 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](#).

25. Attorneys know Nationstar's false and conflicting filed and recorded claim judicially estopped Nationstar from claiming to own now, or to ever have owned the disputed Hansen deed of trust, but have conspired with attorneys from Akerman LLP, Wright, Finley, Zak LLP to conceal it and support them in their fraudulent claims with the quid pro quo being that Koch & Scow gets to keep more of the undistributed proceeds for keeping the devil's bargain with Nationstar and other lenders. "[210116 We can learn a lot from this Spanish Trail HOA case](#)"

26. 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.

27. Akerman attorneys know that Nationstar was not complaint 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.

28. Judge Kishner persisted in the delusion that I wasn't a party and so she refused to hear my [7/26/19 NOTC](#) and refused to hear my [7/22/19 motion for a new trial pursuant to NRCP 54\(b\) and NRCP 59\(a\)\(1\)\(A\)\(B\)\(C\)\(D\)\(F\)](#) or my [7/29/19 motion to dismiss for lack of NRCP 12\(b\)\(1\) jurisdiction pursuant to NRS 38.310\(2\)](#)2..

29. Akerman and Wright Finley Zak attorneys know that Red Rock Financial Services conducted a unfair, unnoticed and fraudulent sale and provided false evidence ([RRFS 001-425](#)) that was further falsified and misrepresented to the court by Sun City Anthem attorneys David Ochoa and/or Adam Clarkson and/or John Aylor in [SCA 176-643](#)) to cover it up.

30. 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

31. 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.

32. 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](#).

33. 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.

34. 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.

35. 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](#).

36. 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.

37. 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.

38. 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.

39. 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.

40. 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 [2/27/19 RESP ROGs](#).

41. Exhibit 1 is a graphic depiction of how Nationstar's attorneys misrepresented the facts and the law to the court in order to conceal that Nationstar, and/or its attorneys on their own motion, were abusing the HOA quiet title litigation process to collect on a debt that was not owed to Nationstar.



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 February 2022.

A handwritten signature in black ink that reads "nona" followed by a stylized "Tobin".

Nona Tobin, President
Fight Foreclosure Fraud, Inc.
2664 Olivia Heights Ave.
Henderson NV 89052
(702) 465-2199
nonatobin@gmail.com

EXHIBIT A

NATIONSTAR'S CONFLICTING CLAIMS

Nationstar is judicially estopped from claiming it was owed Hansen's debt

NSM never owned the Hansen Deed of Trust but filed and recorded many false and conflicting claims that it did

• 12/1/14

NSM's conflicting claims

The image shows a recording document for a deed of trust. On the left, an orange arrow points to the document with the text: "NSM assigned BANA's interest to itself to gain standing to foreclose on a not it did not own". On the right, a grey box contains the text: "NSM recorded a BANA to NSM assignment, executed by NSM as if NSM were BANA's attorney". At the bottom, a black box lists "FLAWS" with four numbered points.

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

Recording Requested By:
Nationstar Mortgage

When Recorded Return To:
DOCUMENT ADMINISTRATION
Nationstar Mortgage
2617 COLLEGE PARK
SCOTTSBLUFF, NE 69361

Inst #: 20141201-0000518
Fees: \$18.00
N/C Fee: \$0.00
12/01/2014 09:00:43 AM
Receipt #: 2225133
Requestor:
NATIONSTAR MORTGAGE
Recorded By: SAC Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Clark, Nevada
SELLER'S SERVICING #:0618315261 "HANSEN"

CORPORATE ASSIGNMENT OF DEED OF TRUST

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

Date of Assignment: October 23rd, 2014
Assignor: BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067
Assignee: NATIONSTAR MORTGAGE LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

FLAWS

1. BANA's 4/12/12 assignment was void as no notary record.
2. BANA assigned its interest, if any, to Wells Fargo on 9/9/14
3. This was recorded 3 1/2 months after HOA sale extinguished DOT.
4. NSM did not have BANA's power of attorney

NSM's conflicting claims

1/11/16 COMP Nationstar vs. Opportunity Homes, Page 2, paragraph #8

NSM deceived the court into believing NSM had a recorded claim before the 8/15/14 HOA sale

25 8. On February 4, 2011, a Corporation Assignment of Deed of Trust Nevada was

26

27

28 ¹ A true and correct copy of the Deed of Trust recorded in the Clark County Recorder's Office as Book and Instrument Number 20040722-0003507, is attached hereto as **Exhibit 1**.

Page 2 of 14

16NSM.00003

¹ recorded conveying to Nationstar the beneficial interest under the Deed of Trust.²

There was no recorded assignment on 2/4/11. Nationstar's 1st recorded claim was 12/1/14, more than 3.5 months after the sale extinguished the 7/22/04 deed of trust. Nationstar rescinded its 12/1/14 claim on 3/8/19, a week after discovery ended.

NSM's conflicting claims

1/11/16 COMP Nationstar vs. Opportunity Homes, Page 3, footnote #2

NSM deceived the court into believing NSM had a recorded claim before the 8/15/14 HOA sale

25 8. On February 4, 2011, a Corporation Assignment of Deed of Trust Nevada was

26

Nationstar knew that its exhibit did not support the claim that there was a recorded assignment on 2/4/11 because the Clark county Recorder's Office's numbering convention embeds the date, in this case, it was ("20141201" AKA 12/01/14.

¹ recorded conveying to Nationstar the beneficial interest under the Deed of Trust.²

² A true and correct copy of the Notice of Assignment of Deed of Trust recorded as Book and Instrument Number 20141201-0000518 on December 1, 2014, is attached hereto as **Exhibit 2**.

NSM's conflicting claims

6/2/16

6/2/16 AACC NSM vs. Jimijack, Page 11, paragraph #15

DEFENDANT IN INTERVENTION
NATIONSTAR MORTGAGE, LLC'S
ANSWER TO PLAINTIFFS'
COMPLAINT AND COUNTERCLAIM

NSM claimed in #15 that Wells Fargo gave it the Hansen DOT on 12/1/14 after BANA gave it to Wells Fargo on 9/9/14

6 14. On September 9, 2014, an Assignment of Deed of Trust was recorded by which
7 BANA assigned all its beneficial interest under the Deed of Trust to Wells Fargo Bank, National
8 Association FKA First Union National Bank ("Wells Fargo").⁴
9 15. On December 1, 2014, a Corporate Assignment of Deed of Trust was recorded by
10 which Wells Fargo assigned all its beneficial interest under the Deed of Trust to Nationstar.⁵
11 16. Public records show that on December 14, 2012, a Lien for Delinquent
12 Assessments was recorded against the Property by the HOA Trustee, on behalf of the HOA.⁶
13 17. Public records show that on March 12, 2013, a Notice of Default and Election to
14 Sell Pursuant to the Lien for Delinquent Assessments was recorded against the Property by the
15 HOA Trustee, on behalf of the HOA.⁷
16 18. Public records show that on April 3, 2013, a Notice of Rescission of the Notice of
17 Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded by
18 the HOA Trustee, on behalf of the HOA.⁸
19 19. Public records show that on April 8, 2013, a Notice of Default and Election to
20
21 ² A true and correct copy of the Deed of Trust recorded as Book and Instrument Number
22 20040722-0003507 is attached hereto as **Exhibit 2**.
23 ³ A true and correct copy of the Assignment of Deed of Trust recorded as Book and Instrument
24 Number 20120412-0001883 is attached hereto as **Exhibit 3**.
25 ⁴ A true and correct copy of the Assignment of Deed of Trust recorded as Book and Instrument
Number 20140909-0000974 is attached hereto as **Exhibit 4**.
⁵ A true and correct copy of the Corporate Assignment of Deed of Trust recorded as Book and
Instrument Number 20141201-0000518 is attached hereto as **Exhibit 5**.
⁶ A true and correct copy of the Lien for Delinquent Assessments recorded as Book and

#14 shows NSM knew BANA gave Wells Fargo its interest on 9/9/14.

Exhibit 5, 12/1/14 BANA to NSM, belies NSM's claim in #15 of 12/1/14 Wells Fargo to NSM.

6/2/16

NSM's conflicting claims

6/2/16 AACC NSM vs. Jimijack, Exhibit 5

DEFENDANT IN INTERVENTION
NATIONSTAR MORTGAGE, LLC'S
ANSWER TO PLAINTIFFS'
COMPLAINT AND COUNTERCLAIM

NSM 6/2/16 AACC Exhibit 5, 12/1/14 BANA to NSM, was also 1/11/16 COMP Exhibit 2

Assessor's/Tax ID No. 191-13-811-052
Recording Requested By:
Nationstar Mortgage
When Recorded Return To:
DOCUMENT ADMINISTRATION
Nationstar Mortgage
2617 COLLEGE PARK
SCOTTSBLUFF, NE 69361
Inet #: 20141201-0000518
Fees: \$18.00
N/C Fee: \$0.00
12/01/2014 09:00:43 AM
Receipt #: 2235133
Requestor:
NATIONSTAR MORTGAGE
Recorded By: SAO Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER
CORPORATE ASSIGNMENT OF DEED OF TRUST
Clark, Nevada
SELLER'S SERVICING #:0618315261 "HANSEN"
THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.
Date of Assignment: October 23rd, 2014
Assignor: BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067
Assignee: NATIONSTAR MORTGAGE LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Exhibit 5, identified as document # 20141201-0000518, was also used as exhibit 2 in NSM's 1/11/16 COMP to support NSM's claim it received the interest on 2/4/11. NSM rescinded the 12/1/14 claim on 3/8/19 and recorded that Wells Fargo assigned its interest to NSM effective 2/25/19.

9 15. On December 1, 2014, a Corporate Assignment of Deed of Trust was recorded by
10 which Wells Fargo assigned all its beneficial interest under the Deed of Trust to Nationstar.⁵

2/12/19

NATIONSTAR MORTGAGE LLC'S LIMITED JOINDER TO SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT

NSM's conflicting claims

2/12/19 NSM JOIN SCA MSJ vs GBH Trust

Joel E. Stokes and Sandra F. Stokes, as trustees of the Jimijack Irrevocable Trust v. Bank of America, N.A. Case No. A-15-720032-C

1 Defendant in Intervention/Counterclaimant, Nationstar Mortgage LLC, submits its limited
2 joinder to Cross-Defendant Sun City Anthem Community Association's (the HOA) motion for
3 summary judgment, filed February 5, 2019, pursuant to EDCR 2.20(d).

4 Nationstar adopts the statement of undisputed material facts, arguments, and legal authority
5 set forth in the HOA's motion as though fully set forth herein to the extent they establish the absence
6 of a genuine issue of material fact that the HOA conducted a proper foreclosure of the sub-priority
7 portion of its lien. The motion does not address the effect of the HOA's foreclosure on the deed of
8 trust recorded July 22, 2004. However, out of an abundance of caution, Nationstar expressly reserves
9 the right to challenge the HOA's foreclosure to the extent any party claims it extinguished the deed of
10 trust. Nationstar maintains that the superpriority lien was satisfied and, therefore, discharged due to
11 Miles Bauer's pre-sale tender.¹ Nationstar intends to separately move for summary judgment prior to
12 the April 1, 2019 dispositive motion deadline but files this Joinder in furtherance of narrowing the
13 issues of this case.

Dated: February 12, 2019

AKERMAN LLP

NSM's sole claim is that the rejected Miles Bauer tender discharged the super-priority, but states the motion does not address the Hansen DOT.

"NSM's tendered evidence" implies that NSM made the tender, but it did not.

NSM 6/2/16 AACC Exhibit 5, 12/1/14 BANA to NSM, was also 1/11/16 COMP Exhibit 2

¹ As confirmed by the Nevada Supreme Court in *Bank of America v. SFR Investments Pool 1, LLC*, 134 Nev. Adv. Op. 72, at 2 (September 13, 2018), the superpriority portion of the HOA's lien was extinguished prior to the HOA foreclosure because then loan servicer Bank of America, N.A. tendered an amount in excess of the superpriority amount of the HOA's lien prior to the foreclosure sale. A true and correct copy of Nationstar's tender evidence is attached hereto as Exhibit A.

3/18/19

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

NSM's conflicting claims

3/18/19 NSM NITD Page 2

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

4 Counter-Claimant,

5 vs.

6 JOEL A. STOKES and SANDRA F. STOKES,
7 as trustees of the JIMIJACK IRREVOCABLE
8 TRUST, SUN CITY ANTHEM
9 COMMUNITY ASSOCIATION, INC., YUEN
10 K. LEE, an individual, d/b/a Manager, P.
11 BONDURANT, LLC, and DOES 1-10, and
12 ROF CORPORATIONS 1-10, inclusive,
13 Counter-Defendants.

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

DATED March 18, 2019

AKERMAN LLP

19 *Melanie D. Morgan*
20 MELANIE D. MORGAN, ESQ.
21 Nevada Bar No. 8212
22 THERA A. COOPER, ESQ.
23 Nevada Bar No. 13468
1635 Village Center Circle, Suite 200
Las Vegas, NV 89134

Attorneys for Defendant in
Intervention/Counterclaim, Nationstar
Mortgage LLC.

Note that NSM always included Tobin as an individual in the captions.

Why didn't NSM take default against Jimijack and join with Tobin to oppose SCA's MSJ?

Jimijack never answered NSM's 6/2/16 AACC vs Jimijack until 3/25/19 a week after NSM filed this NITD and four days after NSM switched to an MSJ vs. Jimijack

3/08/19

NSM's conflicting claims

NSM faked that Wells Fargo assigned its interest to NSM on 3/8/19

Recorded one week after end of discovery. See NSM's 2/21/19 and 2/28/19 RESPS to ROGs RFDs. NSM270-272 WF power of attorney is not applicable to this DOT or any assignment.

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

Recording Requested By:
NATIONSTAR MORTGAGE DBA MR. COOPER

When Recorded Return To:
DOCUMENT ADMINISTRATION
NATIONSTAR MORTGAGE DBA MR. COOPER
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

Inst #: 20190308-0002790
Fees: \$40.00
03/08/2019 02:12:46 PM
Receipt #: 3851999
Requestor:
NATIONSTAR MORTGAGE LLC
Recorded By: DECHO Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: PRIORITY MAIL
Ofc: MAIN OFFICE

AFTER DISCOVERY WAS OVER ON 2/28/19, NATIONSTAR'S SAME ROBO-SIGNER FAKED HAVING WELL'S FARGO'S POWER OF ATTORNEY TO ASSIGN WELLS FARGO'S NON-EXISTENT INTEREST TO ITSELF.

BANA had no interest to assign to Wells Fargo on 9/9/14 so WF had no interest to assign to NSM.

CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada
SELLER'S SERVICING #: ████████ 5261 "HANSEN"

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

Date of Assignment: February 25th, 2019 **Self-dealing fraud**
Assignor: WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 **NSM claims authority on an undisclosed power of attorney to execute assignment of WELLS Fargo's nonexistent interest to itself.**

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

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

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

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT On February 25th, 2019 **No disclosed power of attorney**

By: 
MOHAMED HAMEED, Vice-President

STATE OF Texas
COUNTY OF Dallas

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

What is Mohamed V-P of? It is the same signature when NSM was pretending it had BANA's power of attorney. No witness this time. No disclaimer of the notary's role as there should have been.

NATIONSTAR'S 3/21/19 MOTION FOR SUMMARY JUDGMENT VS. JIMI JACK IGNORES THAT NSM RESCINDED ITS CLAIM TO BE BANA'S SUCCESSOR IN INTEREST ON 3/8/19 AND RECORDED, ALSO ON 3/8/19, A NEW FALSE CLAIM THAT IT WAS WELLS FARGO'S SUCCESSOR.

THE JUDGE DIDN'T NOTICE BECAUSE SHE ASSUMED THAT WHAT THE LAWYERS TOLD HER WAS TRUE SO LOOKING AT THE SETTLEMENT DOCUMENTS FOR THE FAKE NATIONSTAR -JIMI JACK DEAL WASN'T NECESSARY.

3/21/19

NSM's conflicting claims

3/21/19
MSJ vs. Jimijack

NATIONSTAR MORTGAGE LLC'S
MOTION FOR SUMMARY JUDGMENT

18 3. MERS assigned the deed of trust to Bank of America, N.A., Successor by Merger to
19 BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP (BANA) by an
20 assignment recorded on April 12, 2012. (Ex. B, April 12, 2012 assignment.)
21
22 4. BANA assigned the deed of trust to Wells Fargo Bank, N.A. as successor to Wachovia
23 Bank, N.A. FKA First Union Bank by an assignment recorded on September 9, 2014. (Ex. C,
24 September 9, 2014 assignment.)
25

NSM MSJ vs JJ, pg. 2-3

If NSM had taken default against JJ, there would have been no need to abandon five years of rent JJ collected if NSM & Tobin prevailed against SCA's MSJ.

26 ¹ Nationstar abandons its claim for unjust enrichment against Jimijack.
27 ² Alternately, if the court determines the HOA foreclosed on the superpriority portion of its lien, the sale should be set aside because the wide price/value disparity was caused by unfairness, oppression, or fraud in the sale. Although Nationstar does not seek summary judgment under a theory of equitable balancing in this motion, it does not waive this defense to extinguishment.
28

Note that when the Miles Bauer tender was rejected only nine months were delinquent so there was no sub-priority portion of the lien as RRF's rejection of assessments (Miles Bauer & SCA 302) and application of check 143 to fees first are prohibited by NRS 116A.640(8)(9)
8. Intentionally apply a payment of an assessment from a unit's owner towards any fine, fee or other charge that is due.
9. Refuse to accept from a unit's owner payment of any assessment, fine, fee or other charge that is due because there is an outstanding payment due.

What is "an assignment outside the chain of title"?

1 5. After BANA assigned its interest to Wells Fargo, an assignment outside the chain of
2 title from BANA to Nationstar was recorded on December 1, 2014 (Ex. D, December 1, 2014
3 assignment.)
4 5. Wells Fargo assigned the deed of trust to Nationstar by an assignment recorded on
5 March 8, 2019. (Ex. E, March 8, 2019 assignment.)
6 6. Nationstar has serviced the loan since December 1, 2013. BANA serviced the loan
7 immediately prior to Nationstar. (Ex. F, servicing transfer letter; Ex. G, interrogatory responses at
8 No. 2.)

NSM did not have Wells Fargo's power of attorney to assign DOT to itself again

NATIONSTAR'S 12/1/14 FALSE CLAIM WAS MISREPRESENTED IN ITS 3/21/19 MSJ VS. JIMIACK AS AN "ASSIGNMENT OUTSIDE OF THE CHAIN OF TITLE" AND THE 3/8/19 RESCISSION WAS CONCEALED, AND NSM REVEALED THAT IT HAD BEEN THE SERVICING BANK FOR WELLS FARGO SINCE 12/1/13, A CLAIM THAT WOULD CERTAINLY SURPRISE WELLS FARGO IF IT KNEW OF IT.

NEITHER NATIONSTAR NOR JIMIACK SIGNED THEIR "SETTLEMENT" OF NSM'S 3/21/19 MSJ. IN FACT, ONLY NON-PARTY JOEL A. STOKES SIGNED IT.

By: Joel A. Stokes Date: 5/21/2019
Name: Joel A. Stokes

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.
By: Joel A. Stokes Date: 5/21/2019
Name: Joel A. Stokes

NSM DISCLOSED a COPY of the Hansen note

NSM 258-260

Copy

NOTE

JULY 15, 2004
[Date]

HENDERSON,
[City]

NEVADA
[State]

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

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

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

I will make all payments under this Note in the form of cash, check or money order.
I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST
Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.250%.
The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS
(A) Time and Place of Payments
I will pay principal and interest by making a payment every month.
I will make my monthly payment on the 1ST day of each month beginning on SEPTEMBER 1, 2004.
I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. It on AUGUST 1, 2014, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."
I will make my monthly payments at
1101 W MOAMA
SUITE 2
HENDO, NV 89009
or at a different place if required by the Note Holder.
(B) Amount of Monthly Payments
My monthly payment will be in the amount of U.S. \$2,604.53.

4. BORROWER'S RIGHT TO PREPAY
I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.
I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED
(A) Late Charge for Overdue Payments
If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.
(B) Default
If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.
(C) Notice of Default
If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.
(D) No Waiver By Note Holder
Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

Initials: *[Signature]*

MULTISTATE FIXED RATE NOTE Single Family/Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 5200 1/01
© 1999-2004 Online Documents, Inc. Page 1 of 2
5232
07-14-2004 15:01
NSM0258

Nationstar knew that neither it nor Wells Fargo had standing based on this copy of the note to foreclose, and knew that tobjn knew it too.

§ 3-301. PERSON ENTITLED TO ENFORCE INSTRUMENT.

"Person entitled to enforce" an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section 3-309 or 3-418(d).

VI: 00015232

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

7. Nona Tobin was the executor of Hansen's estate, not the borrower who was responsible for the \$389,000 outstanding balance of the loan regardless of which entity was the Note Holder.

Gordon Hansen (Seal)
GORDON HANSEN



~~PAY TO THE ORDER OF
PLANSWEEK BANK, PWS
WITHOUT RECURSE
MORTGAGE INTEREST & LOAN
NO POSTAL SERVICE
POSTAL SERVICE
POSTAL SERVICE
1991~~

~~NSM 015232~~
2001 State Bar of Missouri, W 0152

NSM0259

8. NSM, AND BANA, ATTEMPTED TO ENFORCE THE OBLIGATIONS OF THIS NOTE AGAINST NONA TOBIN BY HARASSING HER WITH HUNDREDS OF ROBO-CALLS, BUT REFUSING TO LET HER SELL THE PROPERTY AT FAIR MARKET VALUE AND REFUSING TO TAKE THE TITLE WHEN SHE OFFERED IT FOR NO CONSIDERATION IN 2013.

(Page 2 of 3) Copy

11:58:01Z000 F 500185232

(E) Payment of Note Holder's Costs and Expenses
 If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES
 Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.
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8. OBLIGATIONS OF PERSONS UNDER THIS NOTE
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9. WAIVERS
 I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE
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 If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.
 If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 18 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Gordon Harrison (Print)
 GORDON HARRISON

618 [REDACTED] N 001 001

5232

PAY TO THE ORDER OF
 FLORIAN BANK, USA
 WITHOUT RESCUE

WESTERN UNION & LOAN

BY: **VOID**

PRINT NAME

ISS

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3202 1/01
 © 1998-2004 Oakley Document, Inc. Page 2 of 2

[Sign Original Only]
 Page 2 of 2
 07-14-2004 13:01

24 NSM0259

ENDORSEMENTS ARE THE WAY A LENDER MUST DOCUMENT HOW IT TRANSFERS ITS INTEREST TO ANOTHER PERSON OR ENTITY.

FOR EXAMPLE, IF SOMEONE WROTE A \$100 CHECK TO MARY JONES, MARY COULD WRITE ON THE BACK OF THE CHECK "PAY TO THE ORDER OF FRED SMITH" AND SIGN IT.

THEN, FRED COULD DEPOSIT THE CHECK IN HIS ACCOUNT BECAUSE MARY HAD "ASSIGNED" HER INTEREST IN COLLECTING THE \$100 OVER TO FRED.

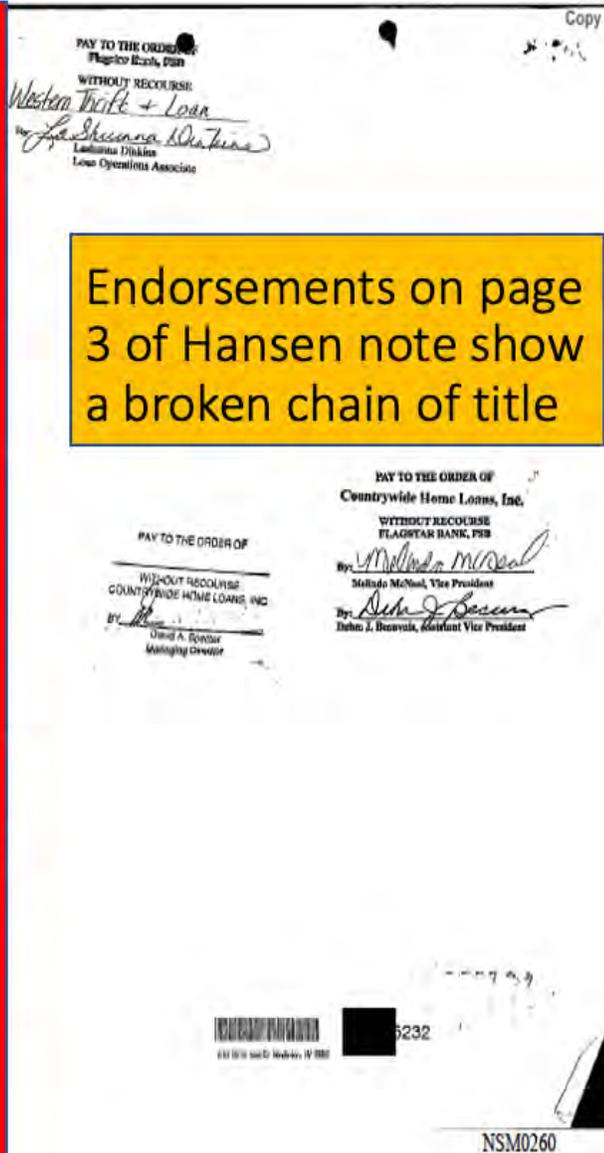
BUT IF JOHN DOE DEMANDED PAYMENT ON MARY'S \$100 CHECK ENDORSED TO FRED, NO BANK WOULD GIVE JOHN DOE \$100.

NATIONSTAR IS JOHN DOE

**NATIONSTAR'S
M.O.:
PRODUCE A COPY
OF A NOTE
ENDORSED TO
SOME OTHER BANK
AND THEN
DEMAND PAYMENT.**

**THIS SCAM HAS
WORKED A LOT IN
NEVADA BECAUSE
THE JUDGES LET IT.**

**THEY JUST ASSUME
WRONGLY THAT A
BANK'S LAWYERS
ARE TELLING THE
TRUTH.**



NRS 104.3301 Person entitled to enforce instrument.

1. "Person entitled to enforce" an instrument means:

- (a) The holder of the instrument;
- (b) A nonholder in possession of the instrument who has the rights of a holder; or
- (c) A person not in possession of the instrument who is entitled to enforce the instrument pursuant to [NRS 104.3309](#) or subsection 4 of [NRS 104.3418](#).

NRS 104.3309 Enforcement of lost, destroyed or stolen instrument.

NRS 104.3418 Payment or acceptance by mistake.

Nationstar concealed from the court the Remedies provision of the PUD Rider that prohibits a lender from converting the payment of

**delinquent HOA dues into a de facto foreclosure without foreclosing
in the manner proscribed by NRS 107.080.**

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 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: *BSH*

MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3100 1/01
© 1999-2002 Online Documents, Inc. Page 2 of 3 FS150RLU 0205 07-14-2004 15:01

Nationstar, and all lenders, are bound by this term of the PUD Rider if they pay delinquent assessments for the owner. Unless there is an agreement to the contrary, paying delinquent HOA assessments does not mean that a lender can take a borrower's property without foreclosing in the manner proscribed by law, i.e., record a notice of default. Neither BANA nor NSM ever recorded a notice of default on the Hansen 7/22/04, and can't use the tender, offer or payment of HOA assessments to circumvent the requirements of NRS 107 as amended by AB 284 (2011), Nevada's anti-foreclosure fraud law.

NSM0160

BUT THAT’S WHAT Nationstar DID BY ITS 2/12/19 JOINDER BY CLAIMING THAT THE SALE WAS VALID TO GET RID OF TOBIN

*Joel E. Stokes and Sandra F. Stokes, as trustees of the Jimijack Irrevocable Trust
v. Bank of America, N.A.
Case No. A-15-720032-C*

1 Defendant in Intervention/Counterclaimant, Nationstar Mortgage LLC, submits its limited
2 joinder to Cross-Defendant Sun City Anthem Community Association's (the **HOA**) motion for
3 summary judgment, filed February 5, 2019, pursuant to EDCR 2.20(d).

4 Nationstar adopts the statement of undisputed material facts, arguments, and legal authority
5 set forth in the HOA's motion as though fully set forth herein to the extent they establish the absence
6 of a genuine issue of material fact that the HOA conducted a proper foreclosure of the sub-priority
7 portion of its lien. The motion does not address the effect of the HOA's foreclosure on the deed of
8 trust recorded July 22, 2004. However, out of an abundance of caution, Nationstar expressly reserves
9 the right to challenge the HOA's foreclosure to the extent any party claims it extinguished the deed of
10 trust. Nationstar maintains that the superpriority lien was satisfied and, therefore, discharged due to
11 Miles Bauer's pre-sale tender.¹ Nationstar intends to separately move for summary judgment prior to
12 the April 1, 2019 dispositive motion deadline but files this Joinder in furtherance of narrowing the
13 issues of this case.

14 Dated: February 12, 2019

AKERMAN LLP

/s/Melanie D. Morgan
MELANIE D. MORGAN, ESQ.
Nevada Bar No. 8215
THERA A. COOPER, ESQ.
Nevada Bar No. 13468
1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134

Attorneys for Nationstar Mortgage LLC

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26 ¹ As confirmed by the Nevada Supreme Court in *Bank of America v. SFR Investments Pool 1, LLC*, 134 Nev. Adv. Op. 72, at 2 (September 13, 2018), the superpriority portion of the HOA's lien was extinguished prior to the HOA foreclosure because then loan servicer Bank of America, N.A. tendered an amount in excess of the superpriority amount of the HOA's lien prior to the foreclosure sale. A true and correct copy of Nationstar's tender evidence is attached hereto as **Exhibit A**.

Nationstar misrepresented the 5/23/19 "Nationstar-Jimijack settlement"

This encumbers the property allegedly with a \$335K deed of trust on 5/23/19, several weeks before the 6/5/19 trial when the court was supposed to be adjudicating the quiet title dispute between Tobin, as an individual and as trustee vs. Joel and Sandra Stokes as trustees of Jimijack. Joel Stokes, who made this agreement was never a party to A-15-720032-C/A-16-730078-C, the final judgment of which, i.e., the 6/24/19 order supposedly resolved all parties' claims.

Recording Requested by:
Civic Financial Services, LLC

Neither NSM nor Jimijack are named in this deal. It's a deal between Civic Financial Services and Joel Stokes

And After Recording Return To:
Civic Financial Services, LLC
2015 Manhattan Beach Blvd, Suite 106
Redondo Beach, CA 90278

The disputed Western Thrift DOT still encumbered the property until NSM fraudulently recorded a release of its lien, a substitution of trustee and full reconveyance.

APN: #191-13-811-052

3/21/19 MSJ dismissed its unjust enrichment claim against Jimijack. The only other claim in the 3/21/19 MSJ was that the Miles Bauer tender voided the sale as to the super-priority.
The 5/31/19 order (pg 2, line 22 or so) says the SCA MSJ/NSM Joinder did not address super-priority. By my mistakenly identifying my 4/10/19 Opposition to NSM's MSJ against Jimijack and countermotion as an OPPC instead of as a Joinder, NSM and Hong were able to trick the court at the 4/23/19 hearing, held ex-parte due to their fraudulent service of notice that it had been continued to 5/7/19, Hong and Morgan were able to trick the court into approving this bogus "settlement" to obstruct me presenting any evidence to the Court and the court ruling based solely on their lies.

This is NSM's and Joel Stokes "agreement" to settle NSM's claims against Jimijack in fraudulent 3/21/19 MSJ vs. Jimijack (Jimijack had no claims against NSM and was in default since Jimijack did not file a responsive pleading or opposition to NSM's 6/2/16 AAGC or to NSM's 3/21/19 MSJ despite the 4/12/19 court order that said Jimijack had to file its opposition by 4/26/19 to the MSJ).

Inst #: 20190523-0003531

Fees: \$40.00

05/23/2019 03:10:20 PM

Receipt #: 3719436

Requestor:

BOSTON NATIONAL TITLE AGENC

Recorded By: RYUD Pgs: 30

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing

This is a bogus DOT, not just because neither NSM nor Joel Stokes had any authority to encumber the property, but because it doesn't have any quid pro quo of elements of value "Transfer of Rights" that either NSM nor Stokes legally possess.

Loan Number: 0119048046

1. Definitions

Words used in multiple sections of this document are defined below and other words are defined in Sections 3.3, 3.10, 3.12, 3.17, 3.18, and 3.19. Certain rules regarding the usage of words used in this document are also provided in Section 3.15.

"**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

"**Borrower**" is JOEL A. STOKES; BORROWER'S ADDRESS IS 4791 Fiore Bella Boulevard, Las Vegas, NV 89135; Borrower is the trustor under this Security Instrument.

Nationstar concealed from the court that Jimijack's 6/9/15 deed was not admissible pursuant to NRS 111.345 as it was fraught with notary violations

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

Signed, sealed and delivered in presence of:

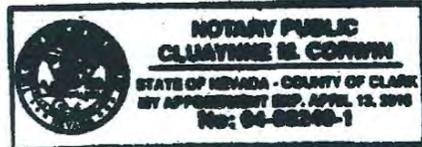
yeun Lee
Grantor *yeun Lee manager*

State of Nevada)
) ss
County of Clark)

There is no entry in the notary journal that the notary performed this notarial act.

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

WITNESS my hand and official seal.



Signature: *Clu Anne M. Corwin*

*No 04-08240-1
April 12, 2016*

Nationstar attorneys conspired with Joseph Hong to conceal that Jimijack's defective deed was fraudulently conveyed to one of the trustees before the 6/5/19 quiet title trial to determine the quiet title rights of the Hansen Trust (Tobin was excluded based on Melanie Morgan's and Joseph Hong's ex parte misrepresentations) vs. Jimijack.

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?

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar

No evidence of any consideration. No evidence this deed was not executed for the improper purpose of clouding the title prior to an USD (\$1.00) paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby adjudication of the claims against Jimijack and to allow Joel Stokes to make a deal with NSM that NSM would not do with a trust.

remise, release and quitclaim unto the said Grantee forever, all the right, title, interest and

Banks have routinely taken my property out of the name of the Nona Tobin Trust when i refinanced and then put it back in the Trust's name after the closing. NSM did not put the property back in Jimijack's name after giving Joel Stokes a new \$335K DOT on 5/21/19 so Joel Stokes should have been at trial, not Jimijack

claim which the said Grantor has in and to the following described parcel of land, and

improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2763 White Sage Dr., Henderson, Nevada 89052

More particularly described as: APN 191-13-811-052

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

Nationstar misrepresented itself as both the trustee and the beneficiary so it could fraudulently reconvey the property to Joel a. Stokes instead of to the estate of the deceased borrower.

Mr Cooper was not the beneficiary and was not a party to the consolidated cases.

Mr Cooper was not a party to the Jimijack-Nationstar settlement, recorded on 5/23/19

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

Recording Requested By:
NATIONSTAR MORTGAGE LLC DBA MR. COOPER

When Recorded Return To:
NATIONSTAR MORTGAGE DBA MR. COOPER
RELEASES
P.O. BOX 619092
DALLAS, TX 75261-9947

Inet #: 20190603-0001599

Fees: \$40.00

06/03/2019 11:17:45 AM two days before the trial

Receipt #: 3726945

Requestor:

AKERMAN, LLP - LAS VEGAS

Recorded By: OSA Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD



SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

NATIONSTAR MORTGAGE #:0618315261 "HANSEN" Lender ID:CBA Clark, Nevada
MIN #: 100052550018523257 SIS #: 1-888-679-6377

Substitution and Reconveyance is done when the debt is paid , refinanced or cancelled
THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

NATIONSTAR MORTGAGE LLC, D/B/A MR.COOPER is the present Beneficiary of that **FALSE!**
certain Deed of Trust Dated: 07/15/2004 , made by GORDON B. HANSEN, AN UNMARRIED MAN as Trustor, with JOAN H. ANDERSON. as Trustee, for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WESTERN THRIFT & LOAN, as Original Beneficiary, which said Deed of Trust was recorded 07/22/2004 in the Office of the County Recorder of Clark State of Nevada, as Instrument No.: 20040722-0003507 wherein said present Beneficiary hereby substitutes NATIONSTAR MORTGAGE LLC D/B/A MR.COOPER as Trustee in lieu of the above-named Trustee under said Deed of Trust.

NSM already recorded a fraudulent Sub of trustee on 8/17/15

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

IN WITNESS WHEREOF, NATIONSTAR MORTGAGE LLC, D/B/A MR.COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 as present Beneficiary and NATIONSTAR MORTGAGE LLC D/B/A MR.COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 as Substituted Trustee, have caused this instrument to be executed, each in its respective interest;

Mr. Cooper is neither the present beneficiary nor did Mr. Cooper have any legal authority to substitute itself as the new trustee. If it were, NRS 107.028(2) prohibits serving both as the beneficiary and as the trustee,

NRS107.028 (2). A trustee under a deed of trust must not be the beneficiary of the deed of trust for the purposes of exercising the power of sale pursuant to NRS 107.080.

*ATR*ATR NATT*05/03/2019 07:45:31 AM* NATT01NATT00000000000000001940192* NVCLARK* 0618315261 NVCLARK_TRUST_SUB * *ATR NATT*

The trustee on this date was First American Trustee Servicing Solutions, LLC, based in Westlake Texas, that NSM, acting on Wells Fargo's undisclosed power of attorney, substituted for Joan H Anderson

Nationstar misrepresented Tobin's standing also to insist that she could only file a quiet title claim as the trustee of a closed trust and not as an individual who became the trust's successor in interest when it closed on 3/28/17 and a deed was recorded (disclosed by Nationstar as NSM 208-211).

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

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,

AKERMAN LLP
1635 VILLAGE CENTER CIRCLE, SUITE 200
LAS VEGAS, NV 89155
TEL: (702) 634-5000 - FAX: (702) 634-5001

13	NSM0178 -	Assignment of Deed of Trust	20140909-0000974
14	NSM0179 -		
15	NSM0180 -	Corporate Assignment of Deed of Trust	20141201-0000518
16	NSM0181 -		
17	NSM0182 -	Request for Notice	20150122-0001850
18	NSM0183 -	Clark County Recorder Real Property Transfer Tax Refund	20150223-0000608
19	NSM0186 -	Quitclaim Deed	20150609-0001537
20	NSM0188 -		
21	NSM0189 -	Quitclaim Deed	20150609-0001545
22	NSM0191 -		
23	NSM0192 -	Judgment By Default Against Defendant, Bank of America, N.A.	20151201-0003402
24	NSM0194 -		
25	NSM0195 -	Notice of Lis Pendens	20160113-0001051
26	NSM0199 -		
27	NSM0200 -	Certificate of Incumbency	20160523-0001416
28	NSM0202 -		
29	NSM0203 -	Notice of Lis Pendens	20160607-0001450
30	NSM0207 -		
31	NSM0208 -	Quitclaim Deed	20170328-0001452
32	NSM0211 -		

STATE OF NEVADA
DECLARATION OF VALUE

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

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

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

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

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption per NRS 375.090, Section 7
 b. Explain Reason for Exemption: out of trust, close trust without consideration
 5. Partial Interest: Percentage being transferred: _____ %

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

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

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

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

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

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

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

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

NSM0211



EXHIBIT B

NEVADA RULES OF PROFESSIONAL CONDUCT IMPLICATED PROVISIONS

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

Rule 3.3. Candor Toward the Tribunal.

(a) A lawyer shall not knowingly:

(1) Make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;

(2) Fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(3) Offer evidence that the lawyer knows to be false.

(b) A lawyer who represents a client in an adjudicative proceeding and who knows that a person intends to engage, is engaging or has engaged in criminal or fraudulent conduct related to the proceeding shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal.

(c) The duties stated in paragraphs (a) and (b) continue to the conclusion of the proceeding, and apply even if compliance requires disclosure of information otherwise protected by Rule 1.6.

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. A lawyer shall not counsel or assist another person to do any such act;

(b) Falsify evidence,



(d) In pretrial procedure, ... fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party;

Rule 3.5. Impartiality and Decorum of the Tribunal and Relations With Jury.

(a) A lawyer shall not seek to influence a judge, juror, prospective juror or other official by means prohibited by law.

(b) A lawyer shall not communicate ex parte with a judge, juror, prospective juror or other official except as permitted by law.

Rule 3.5A. Relations With Opposing Counsel.

When a lawyer knows or reasonably should know the identity of a lawyer representing an opposing party, he or she should not take advantage of the lawyer by causing any default or dismissal to be entered without first inquiring about the opposing lawyer's intention to proceed.

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.

Rule 5.1. Responsibilities of Partners, Managers, and Supervisory Lawyers.

(a) A partner in a law firm, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that all lawyers in the firm conform to the Rules of Professional Conduct.

(b) A lawyer having direct supervisory authority over another lawyer shall make reasonable efforts to ensure that the other lawyer conforms to the Rules of Professional Conduct.



(c) A lawyer shall be responsible for another lawyer's violation of the Rules of Professional Conduct if:

(1) The lawyer orders or, with knowledge of the specific conduct, ratifies the conduct involved; or

(2) The lawyer is a partner or has comparable managerial authority in the law firm in which the other lawyer practices, or has direct supervisory authority over the other lawyer, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

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.

(b) A lawyer who knows that a judge has committed a violation of applicable rules of judicial conduct that raises a substantial question as to the judge's fitness for office shall inform the appropriate 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.

EXHIBIT C

LINKS TO YOUTUBE VIDEOS

[VIDEO 1:20-minute VIDEO *How did Nona Tobin lose the \\$500,000 house she inherited from Bruce Hansen?*](#)

4:52-minute VIDEO ["How lenders cheat owners out of their houses"](#)

Over the last five years, no judge has looked at any evidence.

7:39-minute VIDEO ["Complaint to the Nevada Commission on Judicial Discipline vs. Judge Kushner"](#)

2:08-minute VIDEO ["Is justice blind or is it just blinded by power or pals?"](#)

1:44-minute VIDEO ["Please Judge Johnson"](#)

3:50-minute VIDEO ["What evidence supports Nona Tobin's claims?" – Craig Leidy declaration"](#)

1:56-minute VIDEO ["All declarations under penalty of perjury support Nona Tobin"](#)
["When all statements under oath support Nona Tobin, why does she keep losing?"](#)

3-page blogpost with links to all declarations made under penalty of perjury.

Over the last five years, every opposing counsel has lied to the court.

They have all presented false evidence, concealed and misrepresented material facts, and obstructed a fair adjudication of my claims on their merits.

2:48-minute VIDEO ["Who started it?"](#)

5:53-minute VIDEO ["Joseph Hong's big ex parte lies"](#)

1:41-minute VIDEO ["Plaintiffs did not meet their burden of proof"](#)

6:33-minute VIDEO ["Nationstar lied about being owed \\$389,000"](#)

1:22-minute VIDEO ["Joseph Hong dupes Judge Johnson"](#)

1:33-minute VIDEO ["Judicial Jiu-Jitsu is fraud on the court"](#)

- 3:09-minute VIDEO “[Nationstar kept changing its story to cover up the lie](#)”
- 2:05-minute VIDEO “[Failure of Nevada civil courts to address white collar crime](#)”
- 17:53-minute VIDEO “[Specific evidence of fraud against Nationstar](#)”
- 2:46-minute VIDEO “[How Nationstar & Jimijack tricked the court into excluding all evidence](#)”
- 1:37-minute VIDEO “[Nevada state courts are rigged](#)”
- 3:58-minute VIDEO “[Remember Joseph Hong?](#)”
- 3:36-minute VIDEO “[Why did Quicken secure a house that was already mortgaged?](#)”
- 2:24-minute VIDEO “[What does it take to get disbarred in Nevada?](#)”
- 2:59-minute VIDEO “[Nationstar plays the IOU trick to steal from Nona Tobin](#)”
- 1:52-minute VIDEO “[What kind of legal entity is Jimijack Irrevocable Trust?](#)”
- 1:01-minute VIDEO “[What is Jimijack Irrevocable Trust?](#)”
- 4:52-minute VIDEO “[How lenders cheat owners out of their houses](#)”
- 6:18-minute VIDEO “[Nationstar and Joel Stokes stole my \\$500,000 house](#)”
- 0:50-minute VIDEO “[10 reasons why to sanction Joseph Hong](#)”

EXHIBIT D

**12/16/21 COMPLAINT TO THE MORTGAGE
LENDING DIVISION – REFERRED TO THE STATE BAR
TABLE OF CONTENTS**

EXHIBIT D



STEVE SISOLAK
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING
3300 West Sahara Avenue, Suite 285
Las Vegas, NV 89102
(702) 486-0782 Fax (702) 486-0785
www.mld.nv.gov

TERRY REYNOLDS
Director

CATHY SHEEHY
Commissioner

January 6, 2021

Nona Tobin
2664 Olivia Heights Ave
Henderson, Nevada 89052

Re: Complaint against Nationstar/Akerman, LLP. ("Akerman") Wright, Finlay & Zak, LLP., and Bank of America ("BofA")

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

TOBIN. 4091

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.

In closing, the Division encourages you to obtain legal counsel of your own choosing, to represent you and your interests in this property. The information included in this letter is general in nature and is not intended to and does not constitute legal advice. You should obtain legal advice as to your specific factual issue, should you deem it necessary.

If you have additional questions, you may contact our office at (702) 486-0782.

Sincerely,

Jessica Monsour

Jessica Monsour, Chief Investigator

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):

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

HOME TELEPHONE:

WORK TELEPHONE:

EMAIL ADDRESS:

INFORMATION ABOUT PERSON/COMPANY YOU ARE COMPLAINING AGAINST

1. FULL NAME OF BUSINESS, COMPANY, FIRM:

TELEPHONE NUMBER:

BUSINESS ADDRESS:

PERSON INVOLVED IN TRANSACTION, INCLUDE BUSINESS CARD IF AVAILABLE:

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

NO YES IF, YES, PROVIDE THE FOLLOWING INFORMATION:

DATE (S) OF CONTACT:

PERSON (S) CONTACTED:

RESULTS OF CONTACT:

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):

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

5. NATURE OF COMPLAINT: Describe the facts of your complaint below.

Copies of supporting documentation must be included with complaint form. (If you need more space, please attach additional pages.)

A. Please detail the nature of your complaint against the above-named individual/business. (You may attach additional sheets if necessary, but at a minimum summarize your complaint on this page.)

(Start with the date issues began and continue with description.)

On

B. Provide details of how you tried to resolve your issues with the company.

Please sign and date this form. The Division of Mortgage Lending will not process any unsigned, incomplete or illegible complaints.

Pursuant to NRS 645A.082(1), NRS 645B.092(1), NRS 645E.375(1) and Section 78(1) of permanent regulation R052-09, this complaint form, all documents and other information which you submit to this office with the complaint form, and all documents and other information compiled as a result of an investigation conducted by this office to determine whether to initiate disciplinary action are confidential. **HOWEVER, IN THE COURSE OF OUR INVESTIGATION, THE COMPLAINT AND ANY OTHER INFORMATION YOU SUBMIT WITH IT MAY BE DISCLOSED IN WHOLE OR IN PART TO THE PERSON YOU ARE FILING THE COMPLAINT AGAINST OR TO ANY OTHER GOVERNMENTAL AGENCY, INCLUDING WITHOUT LIMITATION, A LAW ENFORCEMENT AGENCY, IF WE DEEM SUCH DISCLOSURE NECESSARY OR PROPER.**

This office is prohibited by law from providing legal advice to private parties and cannot act as your private attorney. To preserve any legal right you have, you may also wish to contact a private attorney. This office cannot order restitution or negate a signed contract.

I hereby affirm under penalty of perjury that I am 18 years of age or older, that I have personal knowledge of this matter stated therein, and that the assertions contained in this complaint are true.

Signature:



Print Name:

Date:

After you click the "Submit Form" button you will be asked to select your email server. Make your selection and an email will open on your computer. Attach supporting documents to this email and click send.



Table of Contents of MLD Complaint Exhibits

Exhibit 1

Previous Complaints to the Nevada Attorney General

	Exhibit 1	Begin	End
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



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



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 Nationstar named) except Jimijack (Nationstar never filed any claims against me in either of my capacities or against the HOA	TOBIN 344 EX 4	TOBIN 273 EX 4
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 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	TOBIN 590 EX 5	TOBIN 591 EX 5
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



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 in valid, 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



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 system.

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]



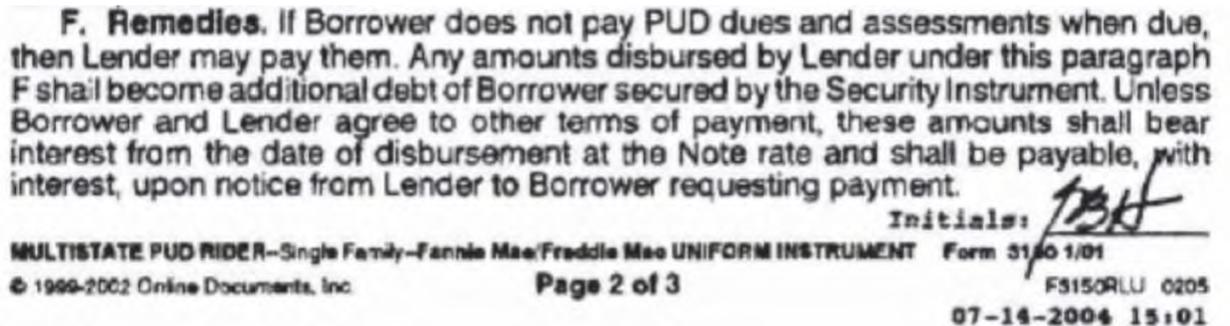
The PUD Rider section F - Remedies

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](#))

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?



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.



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.

- 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 BATES numbered exhibits.

[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 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



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

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 LLP)⁴

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%



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 as 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.



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.

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

EXHIBIT E

**3/14/19 & 11/10/20 COMPLAINTS TO THE
OFFICE OF THE NEVADA ATTORNEY GENERAL**

REJECTED AS OUTSIDE ITS JURISDICTION

LINKED TABLE OF CONTENTS OF EXHIBITS

EXHIBIT E

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

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



COMPLAINT FORM

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

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

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

SECTION 1: COMPLAINANT INFORMATION

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

SECTION 2: TYPE OF COMPLAINT

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

SECTION 3: MY COMPLAINT IS AGAINST

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

Continue to Section 4 to describe complaint.

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

SECTION 4: DESCRIBE YOUR COMPLAINT:

➤ (to add attachments, see Section 5)

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

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

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

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

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

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

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

[EMAIL AGCOMPLAINT@ag.nv.gov to submit any additional information](mailto:EMAIL_AGCOMPLAINT@ag.nv.gov)

SECTION 5: EVIDENCE

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



SECTION 6: WITNESSES

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

N/A

SECTION 7: SIGN AND DATE THIS FORM

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

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

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

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

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

PRINTNAME: Nona Tobin

DATE: Mar 14, 2019

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

➤ SECTION 8: OPTIONAL INFORMATION

➤ GENDER

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

➤ ETHNICITY

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

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

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

➤ MARK ALL THAT APPLY:

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

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

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

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

Review the complaint immediately.

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

introduce him or herself to the Nationstar attorney present.

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

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

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

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

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

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

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

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

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

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

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



Nona Tobin <nonatobin@gmail.com>

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

1 message

Nona Tobin <nonatobin@gmail.com>

Thu, Mar 14, 2019 at 12:37 AM

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

Bcc:

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

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

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

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

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

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

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

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

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

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

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

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

TOBIN. 4120

A lingering consequence of the market crash

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

A new twist

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

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

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

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

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

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

Banks reat owner protections as optional, not mandatory

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

Silence means compliance - or acquiescence

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

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

Rabbit out of the hat

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

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

Meanwhile...nobody knows what escheat means

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

No worries.

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

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

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

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

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

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

TOBIN. 4121

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. 4123

**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. 4124

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. 4125

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. 4126

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

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

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

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

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

15 Plaintiff,

16 vs.

17 BANK OF AMERICA, N.A

18 Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

TOBIN COUNTER MOTION FOR
SUMMARY JUDGMENT

19

20 NATIONSTAR MORTGAGE LLC

21 Counter-claimant,

22 vs.

23 JIMIACK IRREVOCABLE TRUST,

24 Counter-defendant.

25

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

28 Counter-claimant,

**TOBIN DRAFT
NOT REVIEWED
BY ATTORNEY**

**PROVIDED TO AG
FOR COMPLAINT**

1 vs.

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

Counter-defendants.

9 **I. Introduction**

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

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

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

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

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

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

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

26 4. Tobin also opposed the Nationstar Joinder as

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

1 is undisputed,

2 c. Nationstar's, and its predecessor BANA's, mortgage servicing abuses unreasonably
3 prevented four arms-length sales to bona fide purchasers and were the proximate
4 cause of the HOA foreclosure due to assessments not being paid out of escrow as
5 Tobin had instructed.

6 **III. Counter Motion for Summary Judgment against all parties**

7 **A. Against Sun City Anthem – the sale was invalid and void**

8 5. Tobin moves for summary judgment as there are no disputed material facts nor any
9 credible or admissible evidence offered to contradict Tobin's claims that:

10 6. SCA did not comply with all applicable statutes or its own governing documents

11 7. SCA did not provide the specific due process mandated by law and delineated in SCA
12 CC&Rs, bylaws, and policy.

13 8. SCA allowed its agents to unjustly profit at Tobin's expense and to the detriment of the
14 Association as a whole.

15 9. The conduct of the sale was unfair, oppressive and involved deceit and fraudulent
16 concealment.

17 **B. Against Jimijack who lacks any admissible evidence of ownership**

18 10. Plaintiff's sole claim to ownership, an [inadmissible quit claim deed](#), recorded June 9,
19 2015, is fraught with notary violations that rendered it void.

20 11. Plaintiff's claims are contradicted by the [HOA's official ownership records](#).

21 12. Tobin's August 27, 2008 [Grant Sale Bargain Deed](#) and [March 28, 2017 quit claim](#) deeds
22 have priority over Jimijack's invalid deed.

23 **C. Against Yuen K. Lee/F. Bondurant, LLC that disclaimed interest**

24 13. Yuen K. Lee executed the fraudulent deed alleged conveying title to Jimijack.

25 14. F. Bondurant LLC [title claim](#) that it received its interest from Opportunity Homes LLC,
26 alleged [purchaser at the August 15, 2014 HOA sale](#), are contradicted by HOA ownership
27 records.

28 15. Thomas Lucas/Opportunity Homes LLC, recorded a [Disclaimer of Interest](#) on March 8,

1 2013.

2 16. Yuen K. Lee/F. Bondurant LLC filed a [Disclaimer of Interest](#) on March 13, 2013 and are
3 not seeking to quiet title in its favor.

4 **D. Against Nationstar and BANA**

5 17. BANA's and Nationstar's mortgage servicing abuses were a proximate cause of the
6 HOA sale that was commercially unreasonable as it was sold for \$63,100 to a non- bona fide
7 purchaser without notice to Tobin while there was a \$358,800 arms-length offer pending.

8 18. Nationstar's claim to own the beneficial interest to the deed of trust is provably false.

9 **IV. Tobin deserves summary judgment because the HOA sale was invalid,**
10 **statutorily non-compliant, and unfair**

11 19. SCA does not claim to have provided Tobin any of the due process delineated in NRS
12 116.31085.

14 20. NRS 116.31031, SCA CC&RS 7.4, and SCA bylaws 3.26 and 3.20/3.18 (i) are applicable
15 whenever the SCA Board enforces the governing documents or proposes to impose a sanction
16 against an owner for **any** alleged violation of the governing documents.

17 21. These provisions delineated the notice and other due process requirements that limit the
18 SCA Board's authority and prohibit the Board's unilateral position of sanctions without the
19 Board following specific steps.

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

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

1 24. SCA presented no evidence or argument that there was an exception to these notice
2 requirements when the proposed sanctions for the alleged violation of delinquent assessments
3 were more serious than the suspension of membership privileges.

4
5 25. [SCA withheld requested records](#) of the compliance actions taken regarding this property
6 on September 16, 2016 to the present, telling Tobin she had to get a court order.

7 26. The due process requirements articulated in SCA Board policy “[Resolution Establishing](#)
8 [the Policy and Procedures for Enforcement of the Governing Documents](#)“, adopted on
9 November 11, 2017, updated in August 2018 for clarity, include:

10
11 **1. Notice of violation**

- 12 a. Must include notice of what violation allegedly occurred,
13 b. what provision of the governing documents was allegedly violated
14 c. Identify the provision allegedly violated
15 d. Description of the factual basis for the violation
16 e. Identify a proposed action to cure the alleged violation
17 f. Notice that failure to cure could result in a Notice of Violation Hearing which
18 could result in the imposition of fines, sanctions and/or enforcement actions

19 **2. Notice of Violation Hearing – must be certified and provide these specific notices**

- 20 a. What rule was allegedly violated
21 b. The alleged facts
22 c. What the owner can do to correct the violation
23 d. How long the owner has to correct to avoid the Board imposing the next
24 enforcement step;
25 e. How many days the owner gets to correct the alleged violation
26 f. If the owner doesn’t fix it, the Board must identify
27 a. “any and all fines that may be imposed”
28 b. (sanctions) “shall be commensurate with the severity of the violation”
g. The date, time, and location of the hearing and that the owner may request to
reschedule
h. Covenants Committee, or Board, **shall hold a private hearing** on an alleged
violation of the governing documents **unless** the person who may be sanctioned
for the alleged violation requests in writing that an open hearing be conducted by
the Board of Directors;

3. Notice of Violation Hearing Procedures:

- a. Owner gets all the due process required by [NRS 116.31085](#)

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- b. Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidence and the testimony of witnesses;
- c. Is entitled to due process, as set forth in the standards adopted by regulation by the Commission, which must include, without limitation, the right to counsel, the right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel;

- 4. **Notice of Sanction (Hearing Determination Letter)**: by certified mail, within 5 days, to property and owner address of record and must include these notices
 - a. What was decided at the hearing;
 - b. what **enforcement actions** will be imposed
 - c. how much time the owner has appeal and how to do it
 - d. any enforcement action will be suspended during appeal

5. **Notice of Appeal hearing procedures**

6. **Appeal Hearing Determination Letter**

- 27. SCA disclosures and pleadings do not claim or show evidence that SCA followed these steps or provided Tobin any of this due process when confiscating her property for sale. See exhibit for [emails with Jim Long](#) and [request for compliance records](#)
- 28. SCA Board’s abdication to RRFS does not relieve the Board’s duty to treat homeowner’s fairly and to provide all the owner protections in the law when imposing sanctions for alleged violations.
- 29. SCA bylaws 3.20/3.18 (b), adopted pursuant to NRS 116.3106(c), prohibits the delegation of the Board duties to levy and collect assessments. See [exhibit](#)
- 30. SCA did, in fact, over delegate to the point of abdication, or in SCA attorney Ochoa’s words, “outsourced”, the assessment collection function to RRFS, and to such an extent that SCA retained no control over the funds collected, allowing its agents to be unjustly enriched through abusive collection practices the Board was led to believe were mandatory by law. See [emails with Jim Long](#), former SCA Board member at the time of the sale, emails above.

1 31. SCA has not claimed that it complied with any of these notice requirements or due
2 process provisions when progressively more serious sanctions, up to, and including foreclosure,
3 were proposed, and imposed, against Tobin for the alleged violation of the delinquent
4 assessments.

5
6 32. SCA merely claimed that RRFS told the Board that RRFS had complied with all the legal
7 requirements, and the Board believed RRFS without hearing from the owner.

8 33. The SCA Board acted according to RRFS's direction and, as instructed, kept all its
9 actions confidential, i.e., secret, even from the accused and sanctioned homeowner.

10 34. SCA did not claim that it complied with **all** the specific statutes required for a valid
11 foreclosure, it merely cherry-picked certain notices that were allegedly given and ignored the
12 identified violations.

13
14 35. The Ombudsman's official record of SCA's Lien date, Notice of Default, Notice of Sale
15 and Resolution, reports that the following specific actions or omissions were in violation of the
16 NRS 116.31162-NRS 116.31164 Notice of Sale process. See exhibit for [Ombudsman](#)
17 [compliance screen](#)

18
19 a. The 2/12/14 Notice of Sale was cancelled on 5/15/14.

20 b. The 5/15/14 Trustee sale was cancelled.

21 c. There was no notice of sale in effect when the 8/15/14 sale took place.

22 d. SCA did not provide any notice to the Ombudsman that the sale had occurred.

23 e. SCA did not submit a foreclosure deed within 30 days after the sale (or ever) as
24 required by NRS 116.31164(3)(b)(2013).
25

26 36. SCA does not claim that it provided the schedule of fees, proposed repayment plan or the
27 right to appeal to the Board required by NRS 116.31162 (4), only that an alleged defective
28

1 [Notice of Intent to Lien](#), dated September 17, 2012 for which no proof of service and no prior
2 notice of violation were given, should suffice.

3 37. SCA disclosures confirm that RRFS unilaterally rejected a tender from BANA of \$825,
4 nine months of assessments then delinquent, on or about May 9, 2013.

5 38. RRFS did not credit the Property account with \$825 of paid assessments as required by
6 [NRS 116A.640\(9\)](#).

7 39. RRFS did not inform the Board or Tobin of its unilateral decision to continue the
8 unnecessary and unauthorized accumulation of “fines” misnamed as collection fees.

9 40. SCA disclosures revealed that, on May 28, 2014, RRFS unilaterally rejected it when
10 [Nationstar offered \\$1,100](#), an amount equivalent to one year of assessments.

11 41. SCA disclosures show that RRFS did not inform the SCA Board of an offer in excess of
12 the super-priority amount as coming from Nationstar.

13 42. RRFS inaccurately characterized it as a request from the owner for a waiver of fees. See
14 exhibit of [RRFS-generated and unsigned waiver request](#), dated June 9, 2014.

15 43. SCA Board took a “hands-off” approach to RRFS and was not even aware that RRFS
16 failed to distribute any of the \$63,100 from the August 15, 2014 sale, except for \$2,701.04,
17 credited to SCA as payment in full, in the manner proscribed by NRS 116.31162(3)(c) (2013).

18 **B. Undisputed facts regarding the inadmissibility of Jimijack’s claim to ownership**

19 44. The 6/8/15 quit claim deed, recorded on June 9, 2015, is the only recorded claim that
20 Jimijack has of ownership.

21 45. The quit claim deed, executed by Yuen K. Lee, is void for notary violations as the
22 notary, CluAynne M. Corwin, claimed Thomas Lucas stood before her.

23 46. There is no entry in the Corwin notary journal that she witnessed Yuen K. Lee’s signature
24

1 or there was ever a compliant notarial act necessary for the valid conveyance of the property to
2 Jimijack on June 8, 2015.

3 47. The [Resident Transaction Report](#), Sun City Anthem official record of ownership and
4 payment of assessments and fees for each property, shows that Jimijack took possession of the
5 property on September 25, 2014, and paid a new owner set up fee.

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

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

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

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

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

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

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

22 54. Nona [Tobin's March 28, 2017 deed](#) has priority over Jimijack's inadmissible June 9,
24 2015 deed, and all other parties with deeds have disclaimed interest.

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

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

1 [Disclaimer of Interest](#) of Steve Hansen, leaving her the sole beneficiary of the Gordon B.
2 Hansen Trust.

3 57. On March 28, 2017 Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded [a quit](#)
4 [claim deed](#) transferring the interest of the Gordon B. Hansen Trust, dated August 22,
5 2008, to Nona Tobin, an individual.

7 **D. Title cannot be quieted to Nationstar as it obstructed legitimate sales**

8 58. Nationstar's, and its predecessor BANA's, mortgage servicing abuses including,
9 but not limited to, taking possession without foreclosure, refusing to take title when a deed in
10 lieu was offered without giving Tobin written documentation of the disqualifying cloud to title
11 BANA identified, refusing to disclose the identity of the beneficiary when Tobin requested it,
12 and causing fraudulently executed and notarized claim against title to be recorded.

14 59. Nationstar's, and its predecessor BANA's, mortgage servicing abuses blocked
15 Tobin's ability to avoid a foreclosure by the HOA.

17 60. BANA and Nationstar were the proximate cause of the total amount of all
18 assessments, late fees, interest and collection costs demanded by RRFS being paid out of
19 escrow by unreasonably refusing to approve legitimate arms-length sales at fair market value.

20 61. Nationstar, and its predecessor BANA, resulted in unreasonable rejections of
21 multiple purchase offers from bona fide purchasers in arms-length transactions between August
22 8, 2012 and August 4, 2014 ranging from \$310,000 to \$395,000.

24 62. Nationstar allowed the property to be sold for the commercially unreasonable
25 price of \$63,100 to a non-bona fide purchaser without notice to Tobin while an arms-length
26 \$358,800 purchase offer was pending.

27 63. Nationstar's joinder to SCA MSJ unfairly asks the court to declare that the sale
28

1 was valid to extinguish all Tobin's property interest despite SCA failing to provide Tobin the
2 due process owed to her, but that the sale could not extinguish the first deed of trust, as if a
3 lender had legal protections against loss of property rights without due process that exceeded
4 the rights of an owner.
5

6 **D. Title cannot be quieted to Nationstar as its recorded claims to title are false**

7 64. BANA is not making any claim for quiet title as [BANA's default order](#) was entered on
8 October 16, 2015.

9 65. BANA's April 4, 2012, original [assignment of the deed of trust](#), is void as

10 66. it was executed without authority as the last notice of change of ownership was given to
11 Gordon Hansen on April 16, 2010 that [ownership transferred to Wells Fargo](#) resulting from a
12 merger with Wachovia and the April 12, 2012 assignment failed to substitute the trustee as
13 required.
14

15 67. The April 12, 2012 instrument was non-compliant with [California notary laws](#) as there is
16 no notary record that the assignment was executed or witnessed properly,
17

18 68. The alleged assignment was contradicted by **all** BANA's subsequent actions, including
19 the [October 30, 2012 notice](#) of standing to foreclose given to the Estate of Gordon Hansen that
20 Wells Fargo was the noteholder.
21

22 69. See exhibit for [other documentation](#) that BANA did not notify Hansen's estate who the
23 beneficiary was after the false affidavit was recorded on April 12, 2012, when it verbally
24 "closed the file" on Tobin's Deed in Lieu offer, or when servicing, but not ownership, was
25 transferred to Nationstar, effective December 1, 2013.
26

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

1 per [NRS 107.028\(2\)](#) the beneficiary can't be the trustee to exercise the power of sale.)

2 71. Nevada's 2011 anti-foreclosure fraud law AB 284, prohibited this type of robo-signing
3 of false affidavits against title.

4 72. AB 284 (2011) also increased penalties for recording false affidavits by amending NRS
5 205.372 and NRS 205.395.

6 73. NSM 167-168 is the first alleged assignment of the DOT, executed by Youda Crain,
7 BANA employee, to servicing bank BANA, recorded on April 12, 2012.

8 74. There is [no notary record](#) of the April 4, 2012 assignment as the notary, Teresa D.
9 Williams, CA notary #1919662, did not turn in her notary journal to San Bernardino County
10 Clerk when her commission expired on 12/31/14, moved, and left no forwarding address.

11 75. In addition to CA govt code 8206.5 and 8213.5 [violations by the notary](#), BANA could
12 have been guilty of violating [NRS 205.372](#), had BANA relied on this false affidavit, recorded
13 without the required substitution of trustee, to falsely claim BANA was the noteholder or had
14 the authority to foreclose on the deed of trust.

15 76. Nationstar is knowingly relying on BANA's false April 12, 2012 recorded affidavit and
16 has doubled down with more false affidavits.

17 77. On September 9, 2014, BANA itself apparently attempted to correct the public record,
18 by recording the [assignment of BANA's interest](#), if any, to Wells Fargo, that left BANA with
19 zero interest in the DOT, effective August 21, 2014, which was perhaps coincidentally, the day
20 before the disputed HOA sale foreclosure deed was recorded.

21 78. [NSM 180-181](#) is a false affidavit in which Nationstar, acting without authorization as
22 BANA's alleged "attorney-in-fact", assigned BANA's interest to Nationstar, effective on
23 October 23, 2014, recorded on December 1, 2014.
24

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

- 3 a. BANA did not have any interest to convey as its April 4, 2012 assignment was void
4 for notarial violations and violations of AB 284 (2011).
5
6 b. The real BANA had recorded on September 9, 2014, that it assigned its interest, if
7 any, to Wells Fargo effective August 21, 2014;
8
9 c. There was no valid substitution of named trustee John H. Anderson.
10
11 d. Nationstar did not have any power of attorney from BANA in its disclosures.
12
13 e. Nationstar disclosed in [NSM 404-406](#) an **unrecorded** rescission of the October 23,
14 2014 assignment "as though the assignment had never been issued and recorded".

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

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

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

28 82.
83. The Wells Fargo limited power of attorney disclosed by Nationstar in [NSM 270-272](#) is
inapplicable and was executed for a different purpose, to wit

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

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

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

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

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

23 **V. Legal Standard**

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

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

- 1 91. See exhibit _____ for the [2011 legislative digest of AB 284](#) changes to Nevada law that
2 render BANA's false affidavit and Nationstar's subsequent recorded claims to title void.
3
4 92. See exhibit ____ for an [amicus curie](#) from a certified mortgage fraud examiner that
5 describes the forensic examination required to discern mortgage fraud that occurred in the
6 aftermath of the collapse of the mortgage-backed securities market.

7 **VI. Conclusion**

- 8 93. Tobin deserves that her motion and declaratory relief of regaining title be granted.
- 9 a. SCA did not conduct a valid sale.
 - 10 b. SCA unfairly confiscated Tobin's property without providing due process required.
 - 11 c. RRFS unlawfully retained the proceeds of the sale, damaged Tobin by refusing to
12 allow her to make a claim for them, and [disingenuously disclosed a check for](#)
13 [\\$57,282.32](#) to the district court that in reality RRFS retained.
 - 14 d. Jimjack does not have a valid claim of ownership and was not a bona fide purchaser
15 for value.
 - 16 e. Jimijack unjustly profited from collecting rents that should have gone to Tobin for at
17 least 3 ½ years.
 - 18 f. Jimijack unjustly profited by not paying any of the costs of the property during time
19 of possession and/or holding title, including property taxes, that were paid by
20 Nationstar.
- 21
22 94. Tobin deserves attorney fees from Nationstar for obstructing the legitimate sale of the
23 property and fraudulently claiming to own the beneficial interest of the note.
- 24 95. Tobin deserves attorney fees from RRFS that misinformed the Board about what owners'
25 due process rights are so it could unjustly profit and not from SCA.
- 26
27 96. Tobin, as an SCA homeowner, is damaged by SCA Board failing to enforce the
28 indemnity clause in its undisclosed [April 27, 2012 contract with RRFS](#) in **any** of the

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litigation or settlements involving RRFS collections and foreclosures which have unfairly cost SCA homeowners hundreds of thousands of dollars and requests an order to that effect.

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

Dated this ____ day of March 2019.



**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 |
|--|--|

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: _____

SECTION 4.

PAYMENTS

Did you make any payments to this individual or business? Yes—*Continue to Next Question* No—*Skip to Section 5*

How much did the company/individual ask you to pay? _____

Date(s) of payments (mm/dd/yyyy): _____

How much did you actually pay? \$ _____ Payment Method: Cash Credit Card Debit Card Check
 Financed Wire Transfer Money Order Cashier's Check Other: _____

Was a contract signed? Yes No If yes, date you signed the contract (mm/dd/yyyy): _____

Identify your attempts to resolve the issue(s) with the company, corporation, or organization.

OTHER AGENCIES

Have you contacted another agency for assistance? Yes No If so, which agency? Henderson Police online report today

Have you contacted an attorney? Yes No

If so, what is the attorney's name, address, and phone number?

<u>Coppedge</u>	<u>Joe</u>	<u>702 4543333</u>
Last	First	Phone
<u>6070 S. Eastern Ave</u>	<u>Las Vegas</u>	<u>NV 89119</u>
Address	City	State Zip

Is court action pending? Yes No

Have you lost a lawsuit in this matter? Yes No

SECTION 5.

EVIDENCE

List and attach photocopies of any relevant documents, agreements, correspondence, or receipts that support your complaint (examples include billing statements, correspondence, receipts, payment information, witnesses, and any other document which explains or supports the matters raised in the complaint). **No originals.** Copy both sides of any canceled checks that pertain to this complaint.

I previously filed AG complaint 2-2019 on 3/14/19 which included links to relevant documents to that date. The Courty record is for APN 191-13-811-052. 1/11/16 NSM vs Op Homes is A-16-730078-C, 6/2/16 NSM AACC vs. Jimijack is case A-15-720032-C. NV Supreme Court appeal 79295 is pending in court of appeals. A-19-799890-C, Tobin vs Stokes et al was dismissed unheard See <https://www.youtube.com/channel/UC7OQRkEQwf2jIQZurAxP4TA> Judicial Jiu-jitsu

SECTION 6.

WITNESSES

List any other known witnesses or victims. Please provide names, addresses, phone numbers, email addresses, and/or websites.

<https://www.facebook.com/Nationstar-Mortgage-Victims-367516586791135/>

Linked exhibits to 10/28/20 complaint is followed by exhibits that were linked in the TOC to the 3/14/19 complaint

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
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
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.
2/28/19 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.
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.
3/8/19 Assignment	Nationstar – no power of attorney – executed Wells Fargo to Nationstar assignment of the 7/22/04 Hansen deed of trust
3/14/19 AG 2-2019	Complaint to the AG that was allegedly served on Melanie Morgan
3/18/19 NITD	Nationstar three-day notice to take default against Jimijack since Jimijack did not answer the 6/2/16 AACC
3/21/19 MSJ	Nationstar filed an MSJ against Jimijack and not against Nona Tobin, the HOA or the Gordon B Hansen Trust
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.
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.
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.)
4/17/19 TOC exhibits	600 pages of evidence to support Tobin’s claims was stricken from the record unheard by bench orders at the ex-parte hearing.
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.

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.
4/23/19 Transcript 4/23/19 video 4/23/19 minutes	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"
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.
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.
5/23/19 DOT	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
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.
6/3/19 Reconvey	Nationstar dba claimed to be both the beneficiary and the trustee of the Hansen deed of trust and reconveyed the property to Joel A Stokes two days before the quiet title trial (A-15-720032-C) was allegedly supposed to determine the title rights between the Gordon B. Hansen Trust and the Jimijack Irrevocable Trust.
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
Judicial Jiu-jitsu	Youtube channel contains closed-caption videos of all the court hearings as well as brief videos explaining the trickery employed by the attorneys to suppress the evidence

Chronological sort of hyperlinked exhibits to 3/14/19 AG 2-2019 complaint

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

7/15/04 [Western Thrift Deed of Trust](#)

7/15/04 [COPY of GBH note NSM 258-260](#)

5/14/08 [10 SCA bylaws 3.20/3.18abefgi prohibits BOD delegation](#)

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

10/1/11 [NV 2011 Legislative Digest re AB 284 changes](#)

2/1/12 [2012 National Mortgage Settlement](#)

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

8/8/12 [6 Sparkman RPA \\$310K](#)

8/10/12 [Tobin counter to require lender to pay seller costs](#)

8/10/12 [7 BANA short sale addendum](#)

8/11/12 [8 Tobin re lender is seller](#)

9/17/12 [9 SCA MSJ exhibit 3 re intent to lien SCA628](#)

9/20/12 [5 Hearing Notice Sanction 4 Delinquent Assessments](#)

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

1/27/13 [BANA confusion over DOT – misc docs](#)

6/5/13 [HUD-1 draft showing \\$3055.47 due to HOA out of escrow](#)

6/19/13 [Proudfit 2 Ticor: BANA rejected buyer](#)

12/31/13 [Mortgage transfer disclosure requirements](#)

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

7/22/14 [11 SCA 280-280 BOD denial of fee waiver request](#)

8/21/14 [RRFS trust account check \\$57,282.32 to CC District court](#)

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

9/25/14 [2 Res Trans Rpt 1336-7 GBH 2 Jimijack](#)

12/1/14 [NS recorded 10/23/14 assignment to itself as BANA’s “attorney-in-fact”](#)

3/12/15 [WF recorded substitution trustee reconvey 2nd DOT 2 GBH](#)

4/1/15 [Thomas Baynard CA bar discipline](#)

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

6/9/15 [3 Quit claim to Jimijack -Yuen Lee signed as T Lucas](#)

1/13/16 [NS Lis Pendens re A-730078-C](#)

4/1/16 [Unrecorded WF power of attorney NSM 270-272](#)

5/9/16 [Residential Transaction Report – 2763 White Sage](#)

6/7/16 [NS Lis Pendens re A-720032-C](#)

9/18/16 [Tobin letter to R-J editor ""HOAs, foreclosures, and property rights"](#)

12/28/16 [Corwin notary communications](#)

1/3/17 [Debra Batesel journal entries re 6/4/15 quit claim & RPA](#)

3/28/17 [Recorded GBH Trust quit claim 2 Tobin](#)

3/28/17 [Recorded Hansen Disclaimer of Interest NSM 212-217](#)

11/5/18 [Irma Mendez affidavit re Joel Just](#)

2/5/19 [SCA MSJ against Tobin](#)

2/5/19 [SCAMSJ Ex5-10/8/12 receipt + false claim of 9/20 notice](#)

2/5/19 [SCAMSJ Ex12-notices with proofs of service](#)

2/12/19 [Joinder to the SCA motion.](#)

2/12/19 [NS Ltd joinder 2 SCA MSJ](#)

2/20/19 [Gmail – compare NS disclosure with my paid off note](#)

2/20/19 [Gmail - another nail in Nationstar's coffin](#)

2/25/19 [NS unrecorded rescinded 10/23/14 assignment-refiled NSM 404-408](#)

2/25/19 [NS unrecorded refile of 10/23/14 as WF attorney in fact](#)

2/27/19 ["HOA debt collectors wield an unlawful level of power"](#)

2/27/19 [TOC 2 Tobin disclosures](#)

2/27/19 [Tobin 1st sup + BHHS + RRFS](#)

3/1/19 [Hearing minutes Spanish trail A-14-710161](#)

3/1/19 [CA SOS letter re notary complaint](#)

3/5/19 [opposition to the SCA MSJ](#)

3/10/19 [Tobin draft DECL OPPC NS ex 1-10](#)

3/12/19 [CA notary violations on 4/12/12 DOT 2 BANA misc docs](#)

8/27/08 [1 Deed GBH 2 GBH Trust](#)

3/8/19 [Recorded rescission of 10/23/14 assignment MSN 407-408?](#)

[CA notary laws](#)

[Backup for notary subpoenas- not issued](#)



AARON D. FORD
Attorney General

CAROLINE BATEMAN
First Assistant Attorney General

CHRISTINE JONES BRADY
Second Assistant Attorney General

JESSICA L. ADAIR
Chief of Staff

RACHEL J. ANDERSON
General Counsel

HEIDI PARRY STERN
Solicitor General

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101

March 26, 2019

Via Electronic Mail

Nona Tobin
nonatobin@gmail.com

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.

In addition, the following agencies *may* be able to assist you on your complaint.

Nevada Real Estate Division – Ombudsman
3300 W. Sahara Ave., Suite 350
Las Vegas, NV 89102
(702) 486-4033

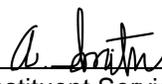
Mortgage Lending Division
3300 W. Sahara Ave., Suite 285
Las Vegas, NV 89102
(702) 486-0782

Should you wish to contact a private attorney regarding this matter, the State Bar of Nevada sponsors the Nevada Lawyer Referral and Information Service and can be reached at (775) 329-4100, or toll free in Nevada at (800) 789-5747.

I hope you find the above-referenced information useful.

Sincerely,

AARON D. FORD
Attorney General

By: 
Constituent Services Unit



AARON D. FORD
Attorney General

KYLE E. N. GEORGE
First Assistant Attorney General

CHRISTINE JONES BRADY
Second Assistant Attorney General

JESSICA L. ADAIR
Chief of Staff

RACHEL J. ANDERSON
General Counsel

HEIDI PARRY STERN
Solicitor General

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101

December 4, 2020

Via Electronic Mail

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

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/>

Our office acts as legal counsel for state agencies, and therefore, cannot act as a private attorney to individual residents. This includes giving legal advice, opinions, or interpretation of law to individuals. Although our office cannot take further action, should you require assistance in locating a private attorney, the State Bar of Nevada sponsors the Nevada Lawyer Referral and Information Service that can be reached at (702) 382-0504, or toll free in Nevada at (800) 789-5747.

Once again, thank you for reaching out to the Office of the Nevada Attorney General. I hope you will find the above-referenced information helpful.

Sincerely,

AARON D. FORD
Attorney General

By: Constituents Services Unit

EXHIBIT F

NATIONSTAR PREVAILED WITHOUT ADJUDICATION BY VOLUNTARY DISMISSAL OF CLAIMS & EX PARTE REMOVAL OF TOBIN AS AN INDIVIDUAL PARTY

LINKED TABLE OF CONTENTS OF EXHIBITS F 1- F 14

1. [1/11/16 A-16-730078-C Complaint](#) vs. Opportunity Homes & fictitious defendants
2. [6/2/16 A-15-720032-C Counter-claim](#) vs. Joel A. & Sandra F. Stokes, trustees Jimijack irrevocable Trust & F. Bondurant as counter-defendant not third party
3. [2/12/19 Nationstar limited joinder](#) to HOA MSJ – filed solely to get rid of Tobin
4. [2/20/19 dismissed claims](#) vs. Op Homes & F Bondurant
5. [3/12/19 dismissed claims](#) v fictitious defendants
6. [3/21/19 Nationstar MSJ](#) vs. Jimijack
7. [3/22/19 Tobin declaration](#) re Nationstar & Jimijack
8. [4/22/19 NESO order](#) to continue 4/23/19 hearing
9. [4/23/19 Morgan & Hong](#) ex parte meeting got Tobin removed as a party
10. [5/23/19 Joel A. Stokes deed of trust](#) recorded & misrepresented to the court as Nationstar-Jimijack settlement
11. [5/28/19 ROLP](#) Jimijack released Nationstar's 6/3/16 Lis Pendens
12. [5/31/19 dismissed Nationstar's claims](#) vs. Jimijack
13. [6/3/19 SUB/RECON](#) Nationstar without legal authority released the lien of 7/22/04 Hansen deed of trust to Joel A. Stokes as an individual vs. to Nona Tobin, the heir of the deceased borrower
14. [7/10/19 ROLP](#) Nationstar released its 1/13/16 Lis Pendens

EXHIBIT F