



Nona Tobin <nonatobin@gmail.com>

State Bar of Nevada: Receipt of Online Complaint

1 message

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Tue, Mar 1, 2022 at 5:59 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

STEVEN SCOW

Law Firm Name

Koch & Scow LLC

Attorney Address

[11500 S Eastern 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 - vs Adam Clarkson

2/14/21 vs. Joseph Hong

2/16/21 vs. Brittany Wood

2/23/22 vs. Melanie Morgan

2/27/22 vs. Wright Finlay Zak LLP

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

17-1198; 21-0181; 21-0187

Hiring the Attorney

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

No

What is your connection to the lawyer?

TOBIN. 4260

He is opposing counsel on A-19-799890-C and appeal 82294 and interpleader A-21-828840-C

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

None that aren't addressed in the other complaints in this series.

Litigation

Case Number

A-19-799890-C; appeal 82294; A-21-828840-C

Name of court or agency

Eighth Judicial District

Explanation of Grievance

Complaint Details

Steven Scow, the subject of this instant complaint, represents Red Rock Financial Services, a partnership (EIN 88-0358132), that secretly sold my late fiancé's house allegedly at a properly noticed and conducted HOA sale. Steven Scow produced false evidence and concealed inculpatory evidence in response to my 2/4/19 subpoena that was relied on by the court to grant a meritless motion for summary judgment for quiet title by the HOA (despite the fact that the HOA had no interest in the title to protect). Upon information and belief, filed the motion for improper purposes, i.e., to cover up the fraudulent manner in which Red Rock conducted the sale and/or to retaliate against me for being a whistleblower.

The HOA's motion, and Nationstar's equally meritless joinder, were granted by the order entered on 4/18/19 by the court's relying solely on Steven Scow-produced Red Rock's unverified, uncorroborated, and sometimes blatantly falsified, foreclosure record.

Steven Scow's and David Ochoa's fraudulent misrepresentation to the court of the Red Rock unverified file as the HOA's official records, is the proximate and direct cause of three more years of litigation for which I have accrued \$317,532.76 in attorneys' fees and much more in personal and financial cost.

All subsequent orders in district court cases A-15-720032-C, A-19-799890-C, A-21-828840-C and in appeals 79295 and 82294 were the fruit of this poison tree of falsified documents used to inaccurately depict the HOA sale as compliant with all legal requirements in Nevada statutes and the HOA governing documents.

My complaint against Steven Scow is much larger than my individual case. It also focuses on his refusal to distribute the excess proceeds from this sale (despite my repeated unheard civil and administrative claims), AND from a dozen other Sun City Anthem 2014 sales, AND from an unknown number of other sales conducted by Red Rock over the years.

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

I attempted to get him to participate in settlement talks in good faith, but he refused. He is very confident that he is untouchable.

Related File(s)

- [190204-TOBIN-SUBPOENA-TO-RRFS.pdf](#)
- [RRFS-001-425-Response-to-subpoena.pdf](#)
- [220301-Steven-Scow-Bar-complaint.pdf](#)



COMPLAINT OF PROFESSIONAL ETHICS VIOLATIONS
NEVADA STATE BAR ETHICS & DISCIPLINE PANEL

RESPONDENT

1 | David R. Koch, Esq. (NV Bar No. 8830)
2 | Steven B. Scow, Esq. (NV Bar No. 9906)
3 | Brody B. Wight, Esq. (NV Bar No. 13615)
4 | KOCH & SCOW, LLC
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12 | *Attorneys for Defendant*
13 | *Red Rock Financial Services*

COMPLAINANT

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



NONA TOBIN UNDER PENALTY OF PERJURY, STATES AS FOLLOWS:

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

I make this declaration in support of a complaint to the State Bar of Nevada of alleged violations of the Nevada Rules of Professional Conduct 3.1 (meritorious claims and contentions), 3.3 (candor towards the tribunal), 3.4 (fairness to opposing party), 3.5(b), 4.1 (truthfulness in statements to others), 4.4 (respect for the rights of third persons), 5.1 (responsibilities of supervising lawyer), 8.3 (reporting misconduct), 8.4(c)(dishonesty, fraud, deceit or misrepresentation), and 8.4(d) conduct that is prejudicial to the administration of justice against Steven Scow and his former associate attorney who, acting under his Scow's direction, represented Red Rock at the 8/19/20 A-19-799890-C hearing and misrepresented material facts to the court such that my 6/3/20 amended complaint was dismissed with prejudice.



COMPLAINT AGAINST STEVEN SCOW

The instant complaint is against Steven Scow, Koch & Scow LLC, Steven Scow (NV Bar #9906), who supervised Brody Wight, (NV Bar #13615) in the A-19-799890-C case. (Wight has now moved to Wright, Finley, Zak, LLP that is fully implicated in the fraud on the court that pervades these cases.)

Steven Scow, the subject of this instant complaint, represents Red Rock Financial Services, a partnership (EIN 88-0358132), that secretly sold my late fiancé's house allegedly at a properly noticed and conducted HOA sale.

Steven Scow **produced false evidence and concealed inculpatory evidence** in response to my 2/4/19 subpoena that was relied on by the court to grant a meritless motion for summary judgment for quiet title by the HOA (despite the fact that the HOA had no interest in the title to protect). upon information and belief, filed the motion for improper purposes, i.e., to cover up the fraudulent manner in which Red Rock conducted the sale and/or to retaliate against me for being a whistleblower.

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All subsequent orders in district court cases A-15-720032-C, A-19-799890-C, A-21-828840-C and in appeals 79295 and 82294 were the **fruit of this poison tree** of falsified documents used to inaccurately depict the HOA sale as compliant with all legal requirements in Nevada statutes and the HOA governing documents.

My complaint against Steven Scow is much larger than my individual case. It also focuses on his **refusal to distribute the excess proceeds from this sale** (despite my repeated unheard civil and administrative claims), **AND from a dozen other Sun City Anthem 2014 sales, AND from an unknown number of other sales conducted by Red Rock over the years.**

STEVEN SCOW PRODUCED FALSE EVIDENCE TO MISREPRESENT HOW RED ROCK DOES BUSINESS

1. Steven Scow produced false, unverified, uncorroborated evidence (Red Rock foreclosure file ([RRFS 001-425](#)) in response to my subpoena in case A-15-720032-C. ([Exhibit A](#)) NRPC 3.3(a) (3) (b) NRPC 3.3(a) (3) (b); NRPC 3.4(a) (b); NRCP 4.1 (a) (b); NRPC 8.4 (a)(b)(c)(d).

2. Scow's false evidence has been supported by all other opposing counsels for their own corrupt purposes. As a result, three courts have relied solely on it and have refused to consider verified evidence that refutes Scow's version. It has, therefore, been impossible for me to get an evidence-based, adjudication of my claims in district court.



DOCUMENTS PRODUCED BY STEVEN SCOW THAT HAVE BEEN DOCTORED OR ARE INTENTIONALLY DECEPTIVE:

3. RRFS 093-119 95 IS 277 119 IS 302.pdf– date was scrubbed, Red Rock misrepresented to the Board “*As of today, RRFS is unaware of any buyer that is lined up...*” when Red Rock was well aware the property had already been sold on auction.com three months earlier and that Nationstar had sent a notice that it would pay one year of assessments to close escrow on the 5/8/14 auction.com sale.
4. RRFS 095 is SCA 277.png is a doctored combination of unrelated emails to misrepresent that no notice was actually sent to the owner in response to Nationstar’s 5/28/14 \$1100 offer. Annotated version - (SCA 277)
5. RRFS 093-119 95 IS 277 119 IS 302.pdfis a letter that was provably never sent to 2763 White Sage on 7/2/14 as “no return to sender – deceased” was disclosed
6. RRFS 123 DATE SCRUBBED RE 140515 SCHEDULED SALE.pdf– date was scrubbed
7. RRFS 124 IS 140318 REQ 4 PAYOFF.pdf– on 3/18/14 Red Rock agent Christie Marling acknowledged Chicago Title’s request for payoff figures but asked to delay response until 3/27/14 so the Board could review a pending request for waiver. (RRFS 129) Then, the 3/28/14 ledger (see #h) that contained the Board’s agreement to reduce the fees was concealed in discovery.
8. RRFS 071-083 IS SCA 250-262 140815 ACCT DETAIL RES TRAN.pdf has scrubbed out the 3/18/14 Chicago Title request for payoff figures, the 3/27/14



Board approval of a \$400 fee waiver, and the 3/28/14 Red Rock demand for \$4,962.64

9. RRFS 128 IS SCA 315.pdf and SCA 315 misrepresented how the Board approved the sale. Board Resolution R005-120513 at the 12/5/13 did not approve the sale of this property or any other SCA property.

10. Red Rock concealed in discovery its 3/28/14 demand to Chicago Title that shows on page 6 that the board approved a \$400 fee reduction and \$18.81 interest reduction on 3/27/14.

11. Red Rock provided falsified accounts so that the Board's approval of a \$400 fee reduction and \$18.81 interest reduction did not show as an entry on 3/27/14 on future ledgers. (RRFS 076) and (SCA 255) and (SCA 303) and (RRFS 103)

12. Red Rock concealed in discovery the applicable 4/27/12 debt collection contract that required Red Rock to indemnify Sun City Anthem and hold it harmless if any claims were brought alleging misconduct Red Rock's part which caused a minimum of \$150,000 in damages to the HOA.

13. RRFS 093-119 95 IS 277 119 IS 302.pdf is a falsified notice that was never sent to Tobin's address at 2664 Olivia Heights Ave. as alleged. Tobin has stated multiple times under oath that she received no notice whatsoever from Red Rock after the 2/12/14 notice of the 3/7/14 sale which was not held because the property was in escrow with a \$340,000 cash offer pending lender approval.

14. RRFS 189-190 RES TRAN NO PAGE NUMBERS.pdf scrubbed the sequentially-numbered page numbers 1335 and 1336 from the resident transaction report (Resident Transaction Reports for 2763 White Sage and Tobin's address at 2664 Olivia Heights)



15. RRFS 398-399 RES TRAN 376.21 121205.pdf scrubbed the sequentially-numbered page numbers 1334 and 1335 from the resident transaction report
16. RRFS 071-083 IS SCA 250-262 140815 ACCT DETAIL RES TRAN.pdf scrubbed the sequentially-numbered page numbers 1334 - 1336 from the resident transaction report
17. RRFS 071-083 IS SCA 250-262 140815 ACCT DETAIL RES TRAN.pdf Red Rock withheld in discovery all the financial transactions on resident transaction report pages 1336 - 1337 from 7/31/14 through 9/25/14, concealing thereby that the HOA has no record that 2763 White Sage was ever sold on 8/15/14, or any other date, and shows no entry in any ledger that confirms the alleged \$63,100 was collected from a sale.
18. Red Rock concealed page 1337 of the Resident Transaction Report that shows that Jimijack – not Opportunity Homes - became the second owner of the property on 9/25/14, and that there is no record of Opportunity Homes LLC or F. Bondurant LLC ever owning the property.
19. RRFS 305 – 311 shows that Red Rock responded to a payoff request from Tigor Title on 5/29/13 with a demand for \$3,055.47 three weeks after Red Rock covertly rejected the Miles Bauer \$825 tender when only \$825 in assessments were then delinquent.
20. Exhibit A contains the following items:
 21. 1) 2/4/19 subpoena items to be produced;
 22. 2) “Deceptive disclosures SCA 315 & RRFS 128” that describes how Red Rock attempted to make it appear as though the HOA board had approved the foreclosure at an open Board meeting on 12/5/13 when it had not;



23. 3) “Red Rock foreclosure file is false, falsified & fraudulent”, a detailed analysis of the flaws in the debt collector’s records;

24. 4) an excerpt from a 10/13/14 email from Tobin to Leidy that says Red Rock told her they had given the excess proceeds to the court and that Red Rock will notify “all the potential parties so they can make a claim and the court can decide on the distribution”,

25. 5) the 8/13/14 Notice of Fines regarding a \$25 for a dead tree which is the only notice I received about the property after the 2/12/14 notice of a 3/7/14 sale.

STEVEN SCOW HAS OBSTRUCTED DISTRIBUTION OF THE PROCEEDS TO ME AS THE SOLE CLAIMANT MANY TIMES.

26. I attempted to claim the excess proceeds from the sale multiple times but was rebuffed by Red Rock or Steven Scow or the HOA. Steven Scow was not truthful when he said he wasn’t aware of these attempts to claim the excess proceeds.

27. September 2014 as documented in my 10/13/14 email to listing agent Craig Leidy was rebuffed by Red Rock who stated that they had been given to the court for interpleader and that I would be given a notice in order to file a claim and then later told me that they could not talk to me as I was indicated as a person who had any connection to the property

1/31/17 WAS MY FIRST CIVIL CLAIM FOR THE PROCEEDS



28. On [1/31/17](#), I filed a cross-claim against SCA, under the legal doctrine of *respondeat superior*, for the excess proceeds that had been unlawfully retained by Red Rock (I thought then, but I know now was actually by Steven Scow after Red Rock instructed him ([8/28/14 RRFS 047](#) and SCA 223-224) to remit a \$57,232.82 check (8/21/14 RRFS 048) to Clark County District Court).

29. [1/31/17](#) civil claim to get the excess proceeds was cause of action 5 on pages 18-19, quoted here, was never heard:

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

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

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

a) There were no expenses of sale as the cost to conduct a foreclosure sale is limited

to \$125.00 by the April 27, 2012 RRFS Delinquent Assessment Collection Agreement, and the lien of \$5,081.45 already included erroneous, duplicative and unauthorized charges.

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

c) Satisfaction of the association's lien. The HOA Resident Transaction Record for

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

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



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

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

1/31/17 CLAIM WAS DISMISSED WITHOUT PREJUDICE PER NRS 38.310(2), SO PROCEEDS CLAIM WAS NEVER HEARD.

30. My [1/31/17](#) cross-claims, except quiet title, were stipulated to be dismissed without prejudice by order entered on [9/20/17](#), pending the completion of mediation.

31. Mediation was completed on 11/3/18, but my [4/9/19](#) and 4/12/19 notices of completion of mediation were stricken as rogue by 4/23/19 ex parte bench orders (never written with notices of entry until 6/24/19 and 11/22/19 (after the 6/5/19 trial I was excluded from), and my [7/26/19 notice of completion of mediation](#) and my [7/29/19 motion to dismiss](#) the 6/24/19 final judgment order as it was issued outside of the jurisdiction (NRCP 12(b)(1) of the A-15-720032-C court due to the noncompliance of the prevailing parties with the requirement to submit claims involving the interpretation of an HOA's governing documents to mediation prior to jurisdiction being granted to the court for a civil action (NRS 38.310(2)) was stricken at the [9/3/19 hearing](#) and memorialized in the [unappealable order entered on 11/22/19](#).



32. I published my interest in the proceeds on my campaign (for election to the Sun city Anthem Board of Directors) website on [3/18/17](#).

33. I expressed my interest in making a claim on page 1 of my [3/22/17 offer to settle with the HOA](#) without further litigation, consideration from SCA #1, and summary of 1/31/17 complaint #12, page 2.

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

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

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

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

1. SCA Board declares that it did not authorize and does not condone its former agents unjustly profiting from the foreclosure of 2763 by improper accounting, charging fees in excess of the legal limit, failing to offer the due process required by law, and failing to distribute the proceeds from the sale as required by NRS (2013) 116.31164.

12. Former Agents kept money that belonged to Hansen estate of approximately \$60K from proceeds of the sale;

A-19-799890-C complaint ([8/7/19](#)) attempted to get the undistributed proceeds



34. I filed a new complaint ([8/7/19](#), A-19-799890-C), one week before the statute of limitations deadline, that included a cause of action of unjust enrichment that included a claim for the excess proceeds, also never heard, that is quoted here:

**8/7/19 THIRD CLAIM FOR RELIEF: UNJUST ENRICHMENT
(VERSUS RRFS, SCOW & KOCH, JOEL STOKES AND NATIONSTAR)**

1. Tobin incorporates and re-alleges all previous paragraphs, as if fully set forth herein.
2. Tobin has been deprived of the benefit of the property by actions of the Stokes and Nationstar.
3. SCA bylaws prohibit the SCA Board from delegating certain functions, including the signatory control over bank accounts holding assessments collected for the benefit of the association.
4. RRFS and/or Scow & Koch have unjustly profited from the retention and total proprietary control over of \$57,282 undistributed proceeds of the sale and they should not be permitted to further profit by failing to pay interest or by charging unnecessary fees to distribute according to the mandates of NRS 116.31164;
5. As set forth above, Joel Stokes claims an ownership interest that is adverse to Tobin.
6. The Stokes have benefitted from the unlawful HOA sale and have collected rents and profited by possession of the property.
7. Should Tobin's Complaint be successful in quieting title against Joel Stokes and successful in setting aside the HOA sale, the Stokes will have been unjustly enriched by their possession and usage of the property since 2014.



8. Tobin will have suffered damages if NSM profits in any way from its false claims to own the beneficial interest of the DOT, including asserting a claim against Tobin for the sale proceeds or from its unauthorized ex-parte, pre-trial “settlement” with Joel Stokes and Jimijack;
9. Tobin will have suffered damages if Joel Stokes is allowed to retain five years of rent or the \$355,000 paid by Nationstar as a “loan”.
10. Tobin will have suffered damages if Joel Stokes is allowed retain profits from its improper side deal with Nationstar that preceded .
11. Tobin is entitled to general and special damages in excess of \$10,000.
12. Tobin has been required to expend considerable funds to retain counsel and is entitled to recover attorney’s fees and litigation costs for having brought the previous action now pending appeal.

MY 6/3/20 AMENDED COMPLAINT ATTEMPTED TO CLAIM THE UNDISTRIBUTED PROCEEDS

35. The [6/3/20](#) First Amended Complaint contained my third civil claim (prior 1/31/17 and 8/7/19) for the undistributed excess proceeds written in a briefer form was dismissed with prejudice on the grounds of res judicata:

6/3/20 SECOND CAUSE OF ACTION: UNJUST ENRICHMENT/ EQUITY AGAINST CHIESI’S, STOKES’, JIMI JACK, RED ROCK FINANCIAL SERVICES, AND NATIONSTAR MORTGAGE

107. Tobin repeats and realleges each and every allegation contained in paragraphs 1 through 106 inclusive.

108. Defendants have benefitted financially from their actions and inactions to the detriment of Tobin and the defendants have acted without equity with regards to Tobin’s rights in the Subject Property.

109. As such, it would be unjust for Defendants to benefit at the expense of Tobin and therefore they should be disgorged of their improper gain.



110. Specifically, ownership and possessory rights belonging to Tobin have been deprived by defendants and **the excess proceeds** of the unlawful foreclosure sale, and the profits derived from the rental, transfer and sale of the Subject Property after the foreclosure sale should be awarded to Tobin.

111. Tobin claims that the Subject Property should be held in a constructive trust for Tobin according to equity and that she has suffered damages and losses due to the defendants' unjust enrichment in an amount in excess of \$15,000.

36. All my claims in the 6/3/20 first Amended Complaint (1) QUIET TITLE AGAINST ALL DEFENDANTS; 2) **UNJUST ENRICHMENT/ EQUITY AGAINST CHIESI'S, STOKES', JIMI JACK, RED ROCK FINANCIAL SERVICES**, AND NATIONSTAR MORTGAGE, 3) DECLARATORY RELIEF AS TO ALL DEFENDANTS) were unfairly dismissed with prejudice on the grounds of non-mutual claims preclusion as if they had all been fairly and fully litigated in the first proceedings by order entered on [12/3/20](#) which required appeal [82294](#).

37. According to Scow in his successful 6/23/20 motion to dismiss (pg. 2, 12), **"Each claim that Tobin brings against Red Rock has already been litigated or should have been litigated in previous litigation** against the Sun City Anthem Community Association (the "HOA"), and Tobin is now precluded from attempting to take another bite of the apple."

38. This statement is simply not true. My claims could not have been fully and fairly litigated because the court in the first proceeding relied entirely on the false evidence disclosed by the HOA ([SCA 176-643](#)) that replicated almost exactly the falsified Red Rock foreclosure file ([RRFS 001-425](#)) that Steven Scow produced in response to subpoena that was used to support the HOA's unwarranted motion for



summary judgment as to a title in which it held no interest in lieu of the HOA's official verified records that support my claims and contradict [SCA 176-643](#) and [RRFS 001-425](#).

“On April 17, 2019, the court in that case signed an order granting the HOA's motion in its entirety reasoning that “[t]he totality of the facts evidence that the HOA properly followed the processes and procedures in foreclosing upon the Property.” (Exhibit 4, pg. 9)

39. Again, this is simply not true. The court did not consider anything but Scow's unverified, uncorroborated, false evidence.

40. Later in the motion to dismiss, Steven Scow falsely claimed that there had been a trial on the merits, when in fact, the trial was a sham that allowed no parties with actual adverse interests to participate, and at which there had not been any consideration of ANY documentary evidence Further, none of my individual claims were heard at all vs. any party (the HOA or Jimijack, Nationstar or Yuen K. Lee dba F. Bondurant LLC).

41. Yet, despite all this and despite [NRS 30.130](#), all my individual claims were precluded going forward vs. ANY PARTY because of that 4/18/19 order that relied solely on Scow's false evidence that deceived the court into wrongly believing “Red Rock complied with all requirements of law in foreclosing on the Property”.

“After a trial on the merits, the Court issued an order on June 24, 2019, denying each of Tobin's claims because the claims were all precluded by the order granting the HOA's motion for summary judgment and because Red Rock complied with all requirements of law in foreclosing on the Property. (Exhibit 6). 6/23/20 motion to dismiss (page 4, 18-22)



42. There was no trial on the merits. It is obvious that my claim for the excess proceeds could not have been precluded on the grounds of res judicata because, as shown above, my claim for the proceeds has never been heard, and Steven Scow still retains them in some unknown account.

43. Scow did not remit the \$57,282.32 check for the excess proceeds from this sale to the court written on the “Red Rock Trust Account”. Red Rock staff members write checks on the “Red Rock Trust Account”, and they co-mingle funds collected by Red Rock for many HOAs within the “Red Rock Trust Account”.

“RED ROCK TRUST ACCOUNT” IS NOT AN “ATTORNEY TRUST ACCOUNT”

44. “Red Rock Trust Account” is mischaracterized as an “attorney trust account” if it is the account where Scow has alleged the funds have been held for more than seven years.

Agwara v. State Bar of Nev., 406 P.3d 488, 492 (Nev. 2017) (“SCR 78.5(1)(a) (internal quotation marks omitted). Moreover, “[e]very lawyer engaged in the practice of law in the State of Nevada shall maintain and preserve for a period of at least five years, after final disposition of the underlying matter, the records of the accounts ... and make such records available to the State Bar for inspection upon request.” SCR 78.5(1)(b). Finally, “[e]very active member of the State Bar shall, as a condition of maintaining active membership in the State Bar, be conclusively deemed to have consented to the reporting and production requirements mandated by this Rule.” SCR 78.5(5).”)

Agwara v. State Bar of Nev., 406 P.3d 488, 492 (Nev. 2017) (“In addition to the SCR, the Nevada Rules of Professional Conduct similarly state that “[a]ll funds received or held for the benefit of clients by a lawyer or firm ... shall be deposited in ... a trust account.” RPC 1.15(a). Further,



"[c]omplete records of such account funds ... shall be kept by the lawyer and shall be preserved for a period of seven years after termination of the representation." *Id.* Violation of the RPC constitutes professional misconduct. RPC 8.4(a).")

45. Scow did not disclose that he ever transferred the excess proceeds to any other “attorney trust account” on any date, and SCA bylaws specifically prohibit funds collected for Sun City Anthem to be under the proprietary control of anyone except the HOA Board ([SCA Bylaws 3.18 and 3.20](#)).

CLAIM FOR PROCEEDS CAN'T BE PRECLUDED IF THEY HAVEN'T BEEN DISTRIBUTED

46. It is unknown where these funds are and what legal authority Steven Scow has had to hold them for seven years, particularly given that NRS 116.31164(3)(c) (2013) required the person who conducted the sale to distribute them in the manner proscribed by statute “**after the sale**” and Red Rock’s attempt to comply with the statute “after the sale” on 8/28/14 was thwarted by Steven Scow on his own initiative under color of authority.

47. Given that Steven Scow still has not distributed the proceeds that Red Rock gave him to interplead in 2014 as required by NRS 116.31164(3)(c), how fair is it that my unheard claims for those proceeds have twice been precluded and dismissed with prejudice by two courts granting Scow’s meritless motions to dismiss.



Steven Scow must pay me interest for retaining the proceeds without legal authority and without good cause

48. I do not see how my claim for those proceeds with interest would not be payable with interest at the Nevada Legal Interest Rate for the number of months that Scow has unlawfully held them.

49. How can my claim for those proceeds, which has been obstructed by Steven Scow for years now, be time-barred as Steven Scow says in his granted motions to dismiss per res judicata (6/23/20 motion to dismiss (page 10, 5-12)? What if he had succeeded to wearing me (the sole claimant for the last seven years) down so I quit trying to claim them? Where would those funds go since he never remitted the 8/21/14 \$57,282.32 check to the court as instructed by Red Rock? Would Scow just keep them because there is no record of them and no audit? How many times has Scow done this? 10,000?

50. Supreme Court Rules require funds in an attorney's possession that belong to a third party to be distributed as soon as practicable.

NRPC 1.15 (d) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall **promptly notify** the client or third person. Except as stated in this Rule or otherwise permitted by law or by agreement with the client, a lawyer shall **promptly deliver** to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall **promptly render a full accounting** regarding such property.

Matter of Amendments to the Supreme Court Rules, Adkt 370, ADKT 370, at *1 (Nev. Feb. 6, 2006)



51. Why should Scow get to keep all those years of interest when he defied all laws to keep those funds from being distributed?

52. Why should Scow not have to pay me the attorneys' fees I've accrued (\$317,532.76 (I haven't calculated the other costs) because he failed to distribute the proceeds in 2014?

SCOW'S FAILURE TO DISTRIBUTE THE PROCEEDS IN 2014 CAUSED YEARS OF LITIGATION

53. If Scow had distributed them in 2014, there wouldn't have been all this litigation, I would have likely been the sole claimant for the funds because no lender would have been able to prove that they had standing to claim them.

54. If Nationstar had attempted to claim them in 2014, I would have produced for the court all the evidence that I had back then which would prove that neither servicing bank, Bank of America or Nationstar was not the beneficiary, and that neither of them nor Wells Fargo was the noteholder and therefore, none of them have standing pursuant to [NRS 104.3301](#) to enforce Hansen 7/15/04 note or collect the \$389,000 left outstanding when borrower Gordon Hansen died on 1/14/12. Once that was established in court, Wright, Finley, Zak would not have been able to file a quiet title claim in 2016 in the name of Nationstar to abuse the HOA quiet title litigation process to collect on a debt that was not owed.

55. Those proceeds belong to me as the sole claimant, but Scow is holding in an unknown, unauthorized, unaudited account for the benefit of who knows who, and



has damaged me by refusing to give them up without forcing me to expend huge amounts of time and money.

SCOW FILED THE INTERPLEADER ACTION IN BAD FAITH

56. If A-21-828840-C (Scow's unwarranted interpleader case is considered in isolation), I accrued \$29,873.47 in attorney fees, out of the \$317,532.76 I've accrued since 2017, not counting any other costs, trying unsuccessfully to get my property back so at the very least in the interpleader case, Scow should be required to pay me \$57,282.32 excess proceeds; seven years (plus however many more months this amount is not paid) compound interest at the Nevada Legal Interest Rate \$29,873.47 plus costs, rather than the \$57,282.32 less \$3500 attorney fees and costs for filing the A-21-828840-C case that Steven Scow has told the court is what I should get AFTER I drop all my other claims.

57. Why should Steven Scow, who admits he has no right to, or claim on, the proceeds, get to keep them and seven (or more) years of interest because he has unfairly succeeded in completely obstructing my ability to claim them?

58. Steve Scow's pattern of producing deceptive evidence that he was instructed by Red rock to remit checks to the Court, not remitting them, and then obstructing an owner's ability to claim the proceeds is by no means unique to my case.

Misappropriation of excess proceeds of many sales meets the definition of racketeering



59. I believe Scow's practice of mishandling the excess proceeds is pervasive and constitutes a form of racketeering ([NRS 207.360\(9\)](#) (Taking property from another under circumstances not amounting to robbery); or (35) Any violation of [NRS 205.377](#); Multiple transactions involving fraud or deceit in course of enterprise or occupation, and (30) offering false evidence.

60. I attempted to file a third-party claim against Steven Scow for Abuse of process, Fraud, Conversion, Civil Conspiracy, and Racketeering on [3/22/21](#) to assert these charges, but Judge Peterson clearly did not want to hear it and issued an order (9/8/20) to show cause why it should not be dismissed for failure to serve it within 120 days.

61. On the advice of counsel, ([NESO 10/13/21](#)) I withdrew the third-party complaint from A-21-828840-C.

62. My preference would be to not have to file civil actions against these attorneys for the damages they caused to the public at large. This matter is more appropriately handled by the Ethics & Disciplinary Panel of the State Bar as a matter of great public policy concern. It is too much for me as a 73-year-old woman who just wants to be compensated for all the damages I have personally sustained and get back to working on my golf swing.

PATTERN AND PRACTICE OF CONSPIRING WITH BANK ATTORNEYS AGAINST HOMEOWNERS

63. The most stunning example of how Scow has conspired with the attorneys for the banks (Wright, Finley Zak and Akerman are the two firms whose conspiracy and wrongdoing I am familiar with) to obstruct an owner's access to



the proceeds and burden the court system with a multiplicity of proceedings to cover up the banks' super-priority scam, is found in [appeal 80111](#), SATICOY BAY, LLC SER. 34 INNISBROOK VS. THORNBURG MORTG. SEC. TR. 2007-3

64. Scow and others used the same M.O. that he used against me in case A-21-828840-C, i.e., claim in bad faith that Scow is only holding the proceeds because he doesn't know who to give them to, and he can't distribute them to the owner if the sale is voided because then he would have to give them to the purchaser.

65. Whether Steven Scow is acting on his own or on behalf of the unknown partners of Red Rock Financial Services, he as well as FSR as HOA managing agent and FSR dba Red Rock debt collector are all failing in their fiduciary duties to the HOAs for whom they have served as agents ([NRS 116A.630\(1\)\(a\)](#)).

STEVEN SCOW UNLAWFULLY RETAINED THE PROCEEDS OF MULTIPLE HOA SALES, INCLUDING MY PROPERTY AT 2763 WHITE SAGE IN SUN CITY ANTHEM (SCA), AFTER RED ROCK INSTRUCTED HIM TO REMIT CHECKS TO COURT FOR INTERPLEADER ON 8/28/14.

66. Evidence suggests that Scow also failed to remit interpleader checks in 2014 for a dozen SCA foreclosures. ([Exhibit B](#))([Exhibit F-4 2/24/22 DECL](#) re my multiple failed attempts to get the proceeds distributed to me as the sole claimant) NRPC 3.1; NRPC 3.2; NRPC 3.3 (a) (3) (b) NRCP 4.1 (a) (b)

67. Exhibit B contains:



68. 1) RRFS 047 which is Red Rock's 8/28/14 memo to Steven Scow transmitting multiple checks and instructing him to remit those checks, made payable to the Clark County District Court to interplead them;

69. 2) is RRFS 048 which is an 8/21/14 check for \$57,282.32 excess proceeds;

70. 3) 3/8/21 AACC exhibit 10 regarding Tobin's counter-claim for the undistributed proceeds;

71. 4) Legal requirements regarding the proceeds: NRS 116.31164(3)(c), SCA bylaws 3.20/3.18 that define restrictions on SCA Board delegating proprietary control over funds collected for the benefit of the HOA;

72. 5) "SCA Board secretly sold a dozen houses in 2014" which identified all the properties and indicates that there is no evidence that any of those proceeds were distributed.

73. 6) Sworn affidavit by Irma Mendez regarding a phone conversation with Joel Just that indicated he was selling properties directly to investors and was not distributing the proceeds;

74. 7) NRED custodian of records authentication of the Ombudsman's HOA foreclosure notice of sale compliance records for 17 foreclosures related to this case.

STEVEN SCOW UNLAWFULLY RETAINED THE PROCEEDS OF OTHER HOAS' SALES AFTER RED ROCK INSTRUCTED HIM TO REMIT CHECKS TO COURT FOR INTERPLEADER IN 2014, INCLUDING A 11/10/14 CHECK FOR \$1,168,865.05.

75. Because Steven Scow did not interplead \$1,168,865.05 for that Spanish Trail foreclosure in 2014, the owner died before the court decided to give the



proceeds to his estate. That case is still in litigation in appeal [80111](#), like mine is still being appealed in case [82294](#) and in the totally unwarranted A-21-88840-C interpleader case Scow filed in 2021 ([Register of Actions](#) as of 2/27/22). ([Exhibit C](#)) NRPC 3.1; NRPC 3.2; NRPC 3.3 (a) (3) (b) NRCP 4.1 (a) (b)

76. Exhibit C contains information about the account all the checks for excess proceeds was written on, i.e., the “Red Rock Financial Services Trust Account”, number 121201694 153751166148, which is a co-mingled account, not an attorney trust fund, and the still undistributed \$1,168,865.05 for that Spanish Trail 2014 foreclosure mentioned in #53 above.

STEVEN SCOW FAILED TO PRODUCE SUBPOENAED DOCUMENTS

77. Steven Scow failed to produce requested documents in discovery that contained inculpatory evidence regarding exactly who the unidentified partners are in Red Rock Financial Services, a partnership (EIN 88-0358132) who are being unjustly enriched by conducting unwarranted and unlawful foreclosures and failing to distribute the excess proceeds in the manner proscribed by statute. ([Exhibit D](#)) NRPC 3.4; NRCP 4.1 (a)(b)

78. Exhibit D contains items to be produced on pages 5 & 6 of Tobin’s 2/4/19 subpoena and what was not produced, i.e., 3/28/14 ledger; 4/27/12 (or any other) Red Rock collection contract; 5/15/14 letter to Ombudsman quarterly delinquency reports (SCA bylaws 3.21(f)(v), communications regarding the 10/8/12 scheduled hearing, how the account got to collections on or before 9/17/12, notices to ForeclosureRadar.com; NRS 649 debt collection licenses; Fictitious Name Certificates.



STEVEN SCOW FAILED TO IDENTIFY THE RED ROCK EIN 88-0358132 PARTNERS

79. Steven Scow failed to identify the partners who are unfairly profiting by these statutorily-non-compliant sales and the failure to timely distribute the excess proceeds “after the sale”. ([Exhibit E](#)) NRPC 3.3 (a) (3) & (b); NRCP 4. (a) & (b)

80. Exhibit E contains 1) the IRS Form W-9 dated 5/29/13; 2) 4/27/12 debt collection contract; 3) “HOA collection practices cost us all more than you think

STEVEN SCOW FILED ABUSIVE, MERITLESS MOTIONS AND OPPOSITIONS THAT OBSTRUCTED A FAIR EVIDENCE-BASED ADJUDICATION OF MY CLAIMS.

81. Steven Scow successfully prevailed on two meritless motions to dismiss (6/23/20 in A-19-799890-C and 4/16/21 in A-21-828840-C) that has prevented me from ever getting an evidence-based adjudication of my claims by a neutral tribunal. ([Exhibit F](#)) NRPC 3.1; NRPC 3.14(a)(b)(d); NRPC 4.4(a).

82. Exhibit F-1 contains screenshots and excerpts from Scow’s 6/23/20 motion to dismiss to identify false statements of facts that Scow made.

83. F-1 also shows that the exhibits to Scow’s 6/23/20 and 4/16/20 motions to dismiss were deceptive requests for judicial notice of the court record, and that none of the exhibits contain any verified evidence to support Scow’s claim that the



HOA sale was properly conducted. All of the verified evidence in Scow's exhibits actually support my claims.

84. Exhibit F-2 goes through some of the specific false statements made in Scow's 8/3/20 reply in support of his motion by showing excerpts from the actual court records that prove I was granted leave to intervene as an individual and remained a party as an individual until the court was convinced at the 4/23/19 ex parte meeting with Hong and Morgan of a revisionist version of history.

85. F-2 also includes a detailed table of contents of the 610 pages of verified evidence that I filed on 4/17/19 that was stricken without consideration at the 4/23/19 ex parte meeting, that had it been considered would have ended the case in my favor in 2019.

86. Exhibit F-3 is a color-coded annotated version of the 8/11/20 hearing at which opposing counsels Brody Wight (substituting for Scow for Red Rock; Joseph Hong for Joel a. Stokes and Jimijack; and Brittany Wood for 12/27/19 purchasers Brian & Debora Chiesi and Quicken Loans; Donna Wittig for Nationstar was silent) all misrepresented material facts and the law to the court in order to unfairly get my claims dismissed with prejudice.

87. Exhibit F-4 is a Declaration of Nona Tobin regarding the failed attempts to collect the undistributed proceeds.

88. Exhibit F-5 is a Declaration of Nona Tobin regarding unaddressed 3/8/21 counter-claims and petition for sanctions against Red Rock and its attorneys that were dismissed with prejudice by 9/10/21 and 11/30/21 orders which has some of the exhibits from Tobin's 3/8/21 counter-claim and petition for sanctions against Red Rock as they are germane to the claims here against Steven Scow. The 3/8/21



exhibits in the F-5 exhibit about Steven Scow's meritless motions and oppositions are:

89. 3/8/21 Exhibit 2. (the sale was void for rejection of assessments),
90. 3/8/21 Exhibit 3. (The alleged default was cured three times),
91. 3/8/21 Exhibit 4. (SCA Board did not authorize the sale by valid corporate action), 3/8/21 Exhibit 5. (Required notices were not provided, but records were falsified),
92. 3/8/21 Exhibit 6. (SCA Board imposed ultimate sanction with NO due process),
93. 3/8/21 Exhibit 8. (Examples of RRFS corrupt business practices),
94. 3/8/21 Exhibit 9. (Attorneys' lack of candor to the tribunal),
95. 3/8/21 Exhibit 10. the proceeds of the sale were not distributed pursuant to NRS116.31164(3) (2013)
96. 3/8/21 Exhibit 11. RRFS's fraud, oppression & unfairness
97. 3/8/21 Exhibit 12. attorney interference in the administration of justice
98. 3/8/21 Exhibit 13. lack of professional ethics and good faith
99. 3/8/21 Exhibit 14. Presented false evidence to cover up crime
100. 3/8/21 Exhibit 15. Civil Conspiracy to cover up racketeering warrants punitive damages
101. 3/8/21 Exhibit 17. Nona Tobin's standing as an individual
102. 3/8/21 Exhibit 22. 1/31/17 crossclaim vs. HOA and its agents Excerpts

STEVEN SCOW COVERED UP THAT THE HOA AGENTS MISLED THE SUN CITY ANTHEM BOARD TO BELIEVE THAT ALL ACTIONS RELATED TO FORECLOSURE HAD TO BE SECRET



103. Exhibit G -1 shows that all actions taken in secret meetings to foreclose are voidable ‘SCA Board did not comply with HOA meeting laws’.

104. Exhibit G-2 Limits on closed HOA board meetings includes excerpts from:

105. 11/15/12 NRED Advisory Opinion re Executive Session Agendas;

106. SCA CC&Rs 7.4 Enforcement – notice and hearing requirements;

107. SCA bylaws 3.26 Compliance & Enforcement — notice and hearing requirements;

108. 3.15 Meetings must be open to HO members except when the Board is discussing the four limited topics listed in 3.15A;

109. SCA bylaws 3.15A Executive session (closed meetings) agenda requirements;

110. SCA bylaws 3.21(f)(v) quarterly delinquency reports must be in open meetings.

AN AUDIT IS NEEDED TO DETERMINE WHAT HAPPENED TO THE PROCEEDS OF MANY HOA SALES CONDUCTED BY RED ROCK

111. If Steven Scow’s and the unidentified Red Rock partners’ conduct in my case is typical, the amount of ill-gotten gains is potentially very large, and it is clearly in the public interest to conduct an audit of what happened to the excess proceeds of Red Rock foreclosures.

112. Exhibit H-1 is [We Can Learn a Lot from this Spanish Trail HOA case](#)
(3/14/19)



113. Exhibit H-2 is [HOA debt collectors wield an unlawful level of power](#) (published 3/28/18)

114. Exhibit H-3 is [The House That Took Over A Life](#) (published 1/14/18)

115. Exhibit H-4 is [HOA collection practices cost us all more than you think](#)

116. Exhibit H-5 “Call for an Audit” is an excerpt about HOA Collection Agencies from the [HOAsuperprioritylien.com](#) website which published the results of a 2017 study commissioned by Nevada Association of realtors and the UNLV Lied Institute for Real Estate that shows how really big FirstService Residential (FSR) was in 2017.

117. FSR managed 359 HOAs with 100,169 housing units in Nevada, and there were 466,356 housing units in HOAs in 2017.

118. FSR was the managing agent, and FSR dba Red Rock was the collection agent for over one in five of all HOA housing units in Nevada. The negative implications for 21.5% of Nevada HOA homeowners are staggering if they can’t trust the HOA agents to act as fiduciaries. ([NRS 116A.630\(1\)\(a\)](#))

119. How likely is it that Scow and Red Rock misinformed all the Boards under FSR management about the requirement to take actions related to foreclosures only in open Board meetings and about what notice and due process is required before a house can be sold for the alleged violation of delinquent assessments?



PRETTY LIKELY I'D SAY, AND DID SAY SO IN A LETTER TO THE REVIEW-JOURNAL EDITOR:

HOAs, foreclosures and property rights

9/18/16 Tobin Letter to the R-J Editor

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

Henderson



WHAT I'M ASKING THE BAR COUNSEL TO DO

While I understand the Bar Counsel's reluctance to get involved in an issue that, at first blush, appears to be better handled by a court within the context of ongoing litigation, I respectfully disagree - both because my complaints involve much more than my individual case, but also because I am being treated by the courts as a vexatious litigant when I am actually a whistleblower who is being defamed, maligned and retaliated against for standing up some very powerful monied interests.

My case is not a class action, and the systemic issues I've identified can't be effectively addressed through resolving my individual complaints. My allegations that large-scale corrupt business practices are being covered up by attorneys cannot adequately be investigated by me as I need to rely on public records requests or district court discovery requests, and even then, I haven't been able to get a court or a state administrative enforcement agency to consider the substantial evidence I have acquired, and the clock is ticking.

The State Bar has the statutory authority to assist the Supreme Court in the governance of the legal profession. It is therefore appropriate for the Bar Counsel to use the evidence I have produced as a starting point, and first determine if it is sufficient to support the allegations I have made.



If not, the Bar Counsel should use your subpoena and audit powers to investigate further, as needed, to corroborate or refute what I claim, not simply dismiss my claims out of hand without even requiring the respondent attorneys to submit verified evidence to refute my claims.

What I am alleging is as serious as a heart attack. I am alleging that the misconduct of these attorneys in my case alone is sufficient to get them disbarred, but the Bar Counsel needs to closely examine my allegation that my case is not unique.

If the State Bar determines that I am correct that the alleged misconduct in my case typifies a corrupt pattern and practice of attorneys aiding and abetting criminal conduct that has damaged many people and compromised the integrity of Nevada's entire court system, then it is incumbent on the State Bar to recommend to the Supreme Court affirmative actions and systemic remedies needed to protect the people of Nevada from the damage caused by attorneys getting away with presenting false evidence to the courts to assist others to collect on debts that are not owed or to who otherwise take unfair advantage of less sophisticated individuals in court.

In other words, I think that it is your job to discipline attorneys that cheat to win, more than it's mine.

In this investigative process, I encourage you to consider the findings of the 2020 Pew Charitable Trusts Study "***How Debt Collectors Are Transforming the Business of State Courts: Lawsuit Trends highlight the need to modernize civil legal systems.***" ([TOBIN 3485-3528](#)) This is a problem for courts nationwide.

How the problem manifested in my case, i.e., corrupt lenders with no standing to foreclose, in conspiracy or concerted action with HOA debt collectors, abusing the HOA foreclosure quiet title litigation process to create standing out of thin air, centers



on Nevada but potentially affects 22 other states with HOA super-priority liens statutes.



I am asking the Bar Counsel and Ethics & Disciplinary Panels to seriously consider the evidence and analysis I have spent years compiling, AND to investigate and come to your own evidence-based conclusions. You are much better trained and competent at this than I could reasonably be expected to be.

I am begging you to not simply blow me off by saying that my evidence is not clear and convincing on its own, or just dismiss my complaints by saying that I don't have the right to complain for whatever reason like the courts have done.

REQUEST FOR THE STATE BAR TO CONDUCT AN AUDIT OF STEVEN SCOW'S UNDISTRIBUTED PROCEEDS

I am requesting that the State Bar use its subpoena power to get records to determine if the retention of the excess proceeds of multiple sales involves trust fund violations, conversion, or racketeering.



It is impossible for me to determine who all is unjustly profiting by claiming fees for failing to distribute the excess proceeds after the sale as mandated by statute, failing to pay interest to the owner of the excess proceeds, or from just unlawfully keeping the excess funds.

Steven Scow has refused to identify his partners in response to my 2/4/19 subpoena. Judge Peterson (A-21-828840-C) has refused to allow me to pursue these claims ([3/8/21](#)) in her court ([9/10/21](#) and [11/30/21](#) and [11/30/21](#) orders).

Further, I believe it is more appropriate for the State Bar to investigate alleged attorney trust fund violations that potentially involve many victims in Nevada rather than forcing one victim to bear the burden alone.

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

Dated this 1st day of March 2022

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



IMPLICATED PROVISIONS OF NEVADA RULES OF PROFESSIONAL CONDUCT

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 3.5A. 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 8.4. Misconduct.

- (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;

Agwara v. State Bar of Nev., 406 P.3d 488, 492 (Nev. 2017) (“In addition to the SCR, the Nevada Rules of Professional Conduct similarly state that “[a]ll funds received or held for the benefit of clients by a lawyer or firm ... shall be deposited in ... a trust account.” RPC 1.15(a). Further, “[c]omplete records of such account funds ... shall be kept by the lawyer and shall be preserved for a period of seven years after termination of the representation.” *Id.* Violation of the RPC constitutes professional misconduct. RPC 8.4(a).”)



IMPLICATED ABA STANDARDS FOR IMPOSING LAWYER SANCTIONS

6.1 False statements, Fraud, and Misrepresentations

6.11 Disbarment is generally appropriate when a lawyer, with the intent to deceive the court, makes a false statement, submits a false document, or improperly withholds material information, and causes serious or potentially serious injury to a party, or causes a significant or potentially significant adverse effect on the legal proceeding.

EXHIBIT A

Steven Scow produced false evidence in response to subpoena that was the sole support for the HOA's MSJ and the 4/18/19 order that unfairly became the law of the case.

Implicated NRPC provisions

NRPC 3.3(a) (3) (offer false evidence) (b) (cover up client's crimes);

NRPC 3.4(a)(obstruct other's access to evidence) (b) (falsify evidence):

NRCP 4.1 (truthfulness in statements to others) (a) (false statement of fact) (b)(fail to disclose a material fact);

NRPC 8.4 (misconduct) (a) (violate NRPC); (b) (commit a criminal act); (c) (dishonesty, fraud, deceit, or misrepresentation); (d) (conduct prejudicial to the administration of justice).

Implicated ABA Standard for Imposing Lawyer Sanctions

6.1 False statements, Fraud, and Misrepresentations

6.11 Disbarment is generally appropriate when a lawyer, with the intent to deceive the court, makes a false statement, submits a false document, or improperly withholds material information, and causes serious or potentially serious injury to a party, or causes a significant or potentially significant adverse effect on the legal proceeding.

LINKED TABLE OF CONTENTS OF EXHIBIT A

1. [2/4/19 Subpoena](#)
2. [Red Rock Foreclosure file is false, falsified and fraudulent](#)
3. [Deceptive disclosures SCA 315 & RRFS 128](#)
4. Red Rock's response, prepared by Steven Scow, was not properly verified as true, accurate & complete by a person with knowledge.

5. False evidence (partial list) entered into the court record via the Red Rock foreclosure file (RRFS 001-425).
- a. RRFS 093-119 95 IS 277 119 IS 302.pdf– date was scrubbed, Red Rock misrepresented to the Board “*As of today, RRFS is unaware of any buyer that is lined up...*” when Red Rock was aware the property had already been sold on auction.com three months earlier and Nationstar had sent a notice that it would pay one year of assessments to close escrow on the 5/8/14 auction.com sale.
- b. RRFS 095 is SCA 277.png is a doctored combination of unrelated emails to misrepresent that no notice was actually sent to the owner in response to Nationstar’s 5/28/14 \$1100 offer. Annotated version - (SCA 277)
- c. RRFS 093-119 95 IS 277 119 IS 302.pdf is a letter that was provably never sent to 2763 White Sage on 7/2/14 as “no return to sender – deceased” was disclosed
- d. RRFS 123 DATE SCRUBBED RE 140515 SCHEDULED SALE.pdf– date was scrubbed
- e. RRFS 124 IS 140318 REQ 4 PAYOFF.pdf– on 3/18/14 Red Rock agent Christie Marling acknowledged Chicago Title’s request for payoff figures but asked to delay response until 3/27/14 so the Board could review a pending request for waiver. (RRFS 129)
- f. RRFS 071-083 IS SCA 250-262 140815 ACCT DETAIL RES TRAN.pdf has scrubbed out the 3/18/14 Chicago Title request for payoff figures, the 3/27/14 Board approval of a \$400 fee waiver, and the 3/28/14 Red Rock demand for \$
- g. RRFS 128 IS SCA 315.pdf and SCA 315 misrepresented how the Board approved the sale. Board Resolution R005-120513 at the 12/5/13 did not approve the sale of this property or any other SCA property.
- h. Red Rock concealed in discovery its 3/28/14 demand to Chicago Title that shows on page 6 that the board approved a \$400 fee reduction and \$18.81 interest reduction on 3/27/14.

- i. Red Rock provided falsified accounts so that the Board's approval of a \$400 fee reduction and \$18.81 interest reduction did not show as an entry on 3/27/14 on future ledgers. (RRFS 076) and (SCA 255) and (SCA 303) and (RRFS 103)
- j. Red Rock concealed in discovery the applicable 4/27/12 debt collection contract that required Red Rock to indemnify Sun City Anthem and hold it harmless if any claims were brought alleging misconduct Red Rock's part which caused a minimum of \$150,000 in damages to the HOA.
- k. RRFS 093-119 95 IS 277 119 IS 302.pdf is a falsified notice that was never sent to Tobin's address at 2664 Olivia Heights Ave. as alleged. Tobin has stated multiple times under oath that she received no notice whatsoever from Red Rock after the 2/12/14 notice of the 3/7/14 sale which was not held because the property was in escrow with a \$340,000 cash offer pending lender approval.
- l. RRFS 189-190 RES TRAN NO PAGE NUMBERS.pdf scrubbed the sequentially-numbered page numbers 1335 and 1336 from the resident transaction report (Resident Transaction Reports for 2763 White Sage and Tobin's address at 2664 Olivia Heights)
- m. RRFS 398-399 RES TRAN 376.21 121205.pdf scrubbed the sequentially-numbered page numbers 1334 and 1335 from the resident transaction report
- n. RRFS 071-083 IS SCA 250-262 140815 ACCT DETAIL RES TRAN.pdf scrubbed the sequentially-numbered page numbers 1334 - 1336 from the resident transaction report
- o. RRFS 071-083 IS SCA 250-262 140815 ACCT DETAIL RES TRAN.pdf Red Rock withheld in discovery all the financial transactions on resident transaction report pages 1336 - 1337 from 7/31/14 through 9/25/14, concealing thereby that the HOA has no record that 2763 White Sage was ever sold on 8/15/14, or any other date, and shows no entry in any ledger that confirms the alleged \$63,100 was collected from a sale.

- p. Red Rock concealed page 1337 of the Resident Transaction Report that shows that Jimijack – not Opportunity Homes - became the second owner of the property on 9/25/14, and that there is no record of Opportunity Homes LLC or F. Bondurant LLC ever owning the property.
- q. RRFS 305 – 311 shows that Red Rock responded to a payoff request from Ticor Title on 5/29/13 with a demand for \$3,055.47 three weeks after Red Rock covertly rejected the Miles Bauer \$825 tender when only \$825 in assessments were then delinquent.

EXHIBIT A

Deceptive disclosures: SCA Board 12/5/13 meeting vs. SCA 315 & RRFS 128

Both the HOA attorneys and Steven Scow produced false evidence to deceive the court that the HOA sale had been approved by the SCA sale at the 12/5/13 Board meeting when it had not been.

12/5/13 Executive Session Agenda

12/5/13 Executive Session – Items related to the Board enforcing the governing documents

“6. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

7. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

Red Rock Financial Services will provide background documentation to support discussion of these properties by the Board of Directors.

8. REVIEW OF BAD DEBT & WRITE-OFFS

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

See [12/5/13 Executive Session Agenda](#)

President’s Report is the minutes of actions taken in executive session

President Jean Capillupo’s report: *“At each executive session, your Board considers appropriate action regarding homeowners in our community who fall behind in paying their assessments. Last month, we took action to foreclose on the liens of five properties, and this month, at this afternoon’s session we considered other seriously delinquent accounts. It is important to note that the vast majority of our neighbors meet their financial responsibilities to the Association. There are a very few, however, who do not. As I stated in the President’s Report in this month’s Spirit, we believe that it is not in the best interests of our Association for your Board to sit back and allow certain homeowners to continually neglect their financial responsibilities to our neighbors. I am pleased to report that of the five homes the*

Board took action on in October, at least one has paid their balance in full. We also determined that another home was foreclosed on by the City of Henderson. The Association did not and will not receive any funds as a result.

I plan to continue the discussion of the foreclosure process in the January Spirit, providing more detail on the impact, financial and otherwise, to the Association.

At this afternoon's executive session, our Board approved the initiation of foreclosure on nineteen homes. This process will continue after the first of the year.
“

See [12/5/13 BOD minutes, page 9 of 11](#)

12/5/13 Board meeting, item 17

“17. REVIEW OF BAD DEBT & WRITE-OFFS

The Board of Directors, in Executive Session on December 5, 2013, reviewed the possible write off of \$24,568.94 from three accounts.

ACTION ITEM

1. Approve a write off of bad debt for three accounts reviewed at the December 5, 2013 Executive Session meeting in the amount of \$24,568.94 that is outside of the nine-month super priority lien.

[R20-120513] UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously voted to authorize the write off of bad debt for three accounts reviewed at the December 5, 2013 Executive Session meeting in the amount of \$24,568.94, that is outside of the nine-month super priority lien. “

Note the inconsistency with how write-offs and waivers of fees are handled.

SCA Board did not vote in June 2014 to write off the amount in excess of NSM's \$1,100 offer.

See [SCA 302](#) – NSM's 5/28/14 offer of \$1,100 (one year of assessments)

See [SCA 295](#) – RRFs presented SCA 302 to BOD as an owner request of waiver of \$459.32 of interest and late fees while telling the Board that RRFs \$3,037.64 collection fees cannot be waived.

See [NRS 116.31065](#) Rules.

5. Must be uniformly enforced under the same or similar circumstances against all units' owners. Any rule that is not so uniformly enforced may not be enforced against any unit's owner.

See [12/5/13 SCA BOD minutes](#), page 8 of 11

SCA 315 implied that the sale was approved on 12/5/13 [R05-120513]

The only disclosure made by SCA or RRFs to prove that the SCA Board approved the sale was SCA 315. which implied that the Board approved the 3/7/14 sale at the 12/5/13 meeting by approving resolution "R05-120513"



February 14, 2014

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22,
2008 / R808634

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

The Board of Directors Sun City Anthem Community Association approves that Red Rock Financial Services is to proceed with the foreclosure sale of property address 2763 White Sage Dr, Henderson, NV 89052 on **March 7, 2014 at 10:00 am** pursuant to this authorization and the conditions set forth in the Permission for Publication of Foreclosure Sale and Authority to Conduct Foreclosure Sale.

JEAN CAPILLURO
Board Member (Please Print)
Jean Capilluro
Board Member (Signature)

2/27/14
Date



702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | www.rrfs.com

RRFS 000128

R05-120513 is not SCA Board approval of the sale.

SCA Board [minutes of the December 5, 2013 Board meeting](#) Item R05 – 120513 reads:

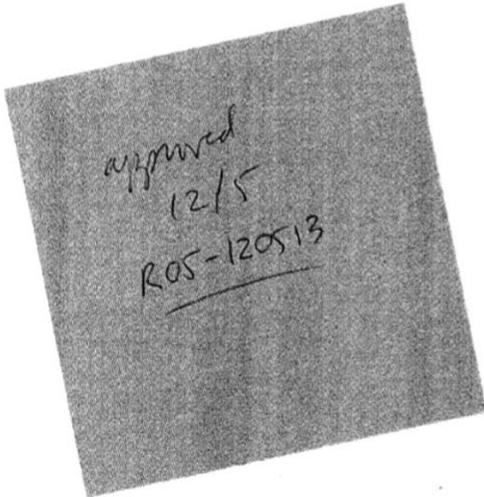
“[R05-120513] UPON motion duly made by Dan Forgeron and seconded by Jim Mayfield, the Board unanimously voted to refer the bids to the Reserve Study Work Group for analysis and recommendation presented at the January 23, 2014 regular Board meeting.”

The Board of Directors Sun City Anthem Community Association approves that Red Rock Financial Services is to proceed with the foreclosure sale of property address 2763 White Sage Dr, Henderson, NV 89052 on **March 7, 2014 at 10:00 am** pursuant to this authorization and the conditions set forth in the Permission for Publication of Foreclosure Sale and Authority to Conduct Foreclosure Sale.

JEAN CAPILLUPO
Board Member (Please Print)

Jean Capillupo
Board Member (Signature)

2/27/14
Date



702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | www.rfs.com

RRFS 000128 See [12/5/13](#)

[BOD minutes, page 2 of 11](#) [R-05-120513]

TOBIN. 4306

1. [SCA 315](#) was the only evidence proffered of Board action to authorize the sale of 2763 White Sage Drive on March 7, 2014.
2. SCA 315 and RRFS 128 are the same. Both allege that Jean Capillupo, Board President, signed on February 27, 2014 a statement on RRFS letterhead, dated February 14, 2014,

“The Board of Directors of Sun City Anthem Community Association approves that Red Rock Financial Services is to proceed with the foreclosure of the property address 2763 White Sage Dr., Henderson NV 89052 on March 7, 2014 at 10:00 AM pursuant to this authorization and the conditions set forth in the Permission for Publication of Foreclosure Sale and Authority to Conduct Foreclosure Sale.”

- SCA 315 also includes a note, handwritten by an unknown author, with the obvious intent to deceive, that stated

“approved

12/5

R05-120513”

- Item R05 – 120513 on page 2 did not authorize the sale of 2763 White Sage Drive.

“(R05-120513) UPON motion duly made by Dan Forgeron and Jim Mayfield, the Board unanimously voted to refer the bids to the Reserve Study group for analysis and recommendation presented at the January 23, 2014 regular Board meeting.”

Red Rock foreclosure file is false, falsified & fraudulent

Sun City Anthem attorneys misrepresented the facts to cover up Red Rock's wrongdoing.

Link to [bookmarked SCA 176-643 Red Rock Foreclosure File](#) disclosed by Sun City Anthem in 2018. It is almost identical to the unverified, uncorroborated, and sometimes blatantly falsified Red Rock foreclosure file.

SCA misrepresented the Red Rock foreclosure file to Judge Kishner as if it represented the true, accurate, and complete records of the foreclosure of 2763 White Sage, despite SCA attorneys knowing full well that the file was the debt collector's unverified, uncorroborated version of revisionist history.

SCA attorneys were not representing the interests of the HOA when they disclosed Red Rock's fraudulent documents. SCA attorneys presented to the court Red Rock's fantasy version of reality that was explicitly contradicted by SCA's official, verified records of the enforcement actions taken in secret by the HOA Board between 2012-2014.

SCA attorneys withheld, concealed, and/or misrepresented the HOA's official records related to this foreclosure and a dozen other foreclosures in the same time period.

Link to [“SCA Board secretly sold a dozen houses in 2014”](#)

Link to [“SCA Board did not properly authorize any foreclosures conducted by Red Rock Financial Services”](#)

Links to A-15-720032-C motions and orders that relied on the disputed Red Rock foreclosure file disclosed by SCA as SCA 176-643 are listed below.

[Red Rock Foreclosure File](#) as SCA 176-643 as SCA attorneys produced it.

- [2/5/19 \(bookmarked\) SCA MSJ](#) filed against GBH Trust, but not against Tobin, the individual
- [3/6/19 SCA Reply to Tobin 3/5/19 OPPM](#) See page 6, lines 26-27, where SCA 302 and SCA 276 (annotated) and SCA 277 (altered) were wrongly attributed to Craig Leidy, *“requested the HOA waive thousands of dollars of the debt”*
- [2/12/19 NSM limited joinder to SCA MSJ](#)
- [4/17/19 Order \(NEO 4/18/19\) granting SCA MSJ](#)
- See [#13 on Page 4 of 4/17/19 order](#) that shows *“payment was applied to the July 1, 2012 Quarterly Assessment and the Late Fee due on July 31, 2012.”*
- 5/2/19 [Summary of relevant points in SCA OPPS to Tobin motion to reconsider](#)
- [5/2/19 filed SCA Opposition to Tobin motion to reconsider](#)
- [5/3/19 Nationstar filed joinder to SCA Opposition](#)
- 5/3/19 Hong filed a [joinder to SCA Opposition](#)
- [5/31/19 order denying motion to reconsider](#)

- [6/24/19 annotated order granting quiet title to Jimijack and denying all claims of the GBH Trust](#)

Links to Tobin's evidence disputing material facts in the Red Rock foreclosure file, stricken or ignored by Judge Kishner, are listed below.

- [4/17/19 table of contents of exhibits](#) to 4/17/19 reply
- [4/17/19 Reply](#) in support of Tobin joinder to Nationstar's motion for summary judgment vs. Jimijack
- [4/24/19 motion to vacate SCA motion for summary judgment and Nationstar joinder](#) and counter-motion for summary judgment for fraud on the court (NRC 60(b)(3))
- [4/24/19 motion to vacate SCA motion for summary judgment](#) and Nationstar joinder and counter-motion for summary judgment
- [5/23/19 Table of contents](#) to Reply in support of motion to reconsider
- [5/23/19 Reply in support of motion to reconsider](#)

Steven Scow produced Red Rock foreclosure file in response to Tobin [2/4/19 subpoena](#)

[RRFS 001-425](#) Red Rock foreclosure file as Steven Scow produced it was not properly verified as being a true, accurate and complete record contemporaneously produced by a person in the normal course of her occupation.

Another example of a verification by a person of knowledge shows the deficiency in Steven Scow's employee's verification

BRIAN SANDOVAL
Governor

STATE OF NEVADA



BRUCE H. BRESLOW
Director

JOSEPH (JD) DECKER
Administrator

DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
<http://red.nv.gov/>

SWORN DECLARATION

I, LINDA Proudfit, declare under penalty of
(Print Name)

perjury under the law of the State of Nevada, that the documents submitted
herewith consisting of 311 pages are a true, correct, and complete copy of
311 files and 9 FOLDERS
any and all documents for

The Gordon B. Hansen Trust, Dated August 22, 2008, Nona Tobin, Successor Trustee

(Client name)

2763 White Sage Drive, Henderson, NV 89052

(Transaction Address, City, State, Zip code)

Executed on June 14, 2016

(date)

Linda Proudfit
(signature)

TOBIN AS AN INDIVIDUAL AS WELL AS THE TRUSTEE OF THE HANSEN TRUST SUBPOENAED STEVE SCOW TO PROVIDE RED ROCK'S COMPLETE FILE.

2/4/19 Tobin subpoena

1 MICHAEL R. MUSHKIN, ESQ.
Nevada Bar No. 2421
2 L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
3 MUSHKIN CICA COPPEDGE
4 4495 S. Pecos Road
Las Vegas, NV 89121
5 Telephone: 702-386-3999
6 Facsimile: 702-454-3333
Joe@mushlaw.com
7 *Attorneys for Nona Tobin, an individual and
as Trustee of the Gordon B. Hansen Trust*

8

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

11 JOEL A. STOKES and SANDRA F.
12 STOKES, as trustee for the JIMJACK
IRREVOCABLE TRUST,
13
14 Plaintiffs,
15 vs.
16 BANK OF AMERICA, N.A.; SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
17 INC.; DOES I through X and ROE
BUSINESS ENTITIES I through X,
18 inclusive,
19 Defendants.

20 NATIONSTAR MORTGAGE, LLC,
21
22 Counter-Claimant,
vs.
23 JIMJACK IRREVOCABLE TRUST;
24 OPPORTUNITY HOMES, LLC, a Nevada
limited liability company; F. BONDURANT,
25 L.L.C., a Nevada limited liability company;
26 DOES I through X, inclusive; and ROE
CORPORATIONS XI through XX, inclusive.
27
28 Counter-Defendants.

Electronically Filed
2/4/2019 2:23 PM
Steven D. Grierson
CLERK OF THE COURT
Steven D. Grierson

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

**NOTICE OF ISSUANCE OF
SUBPOENA DUCES TECUM
TO RED ROCK FINANCIAL
SERVICES, LLC**

Page 1 of 4

1 NONA TOBIN, an individual, and Trustee of the
2 GORDON B. HANSEN TRUST. Dated 8/22/08
3 Counter-Claimant,
4 vs.
5 JOEL A. STOKES and SANDRA F. STOKES,
6 as trustees of the JIMJACK IRREVOCABLE
TRUST,
7 Counter-Defendants.

8 NONA TOBIN, an individual, and Trustee of the
9 GORDON B. HANSEN TRUST. Dated 8/22/08
10 Cross-Claimant,
11 vs.
12 SUN CITY ANTHEM COMMUNITY
ASSOCIATION, INC., NATIONSTAR
13 MORTGAGE, LLC,
DOES 1-10, AND
14 ROE CORPORATIONS 1-10, inclusive,
15 Counter-Defendants.

16 NONA TOBIN, an individual, and Trustee of the
17 GORDON B. HANSEN TRUST. Dated 8/22/08
18 Cross-Claimant,
19 vs.
20 OPPORTUNITY HOMES, LLC, THOMAS
LUCAS, Manager,
21 Counter-Defendant.

22 NONA TOBIN, an individual, and Trustee of the
23 GORDON B. HANSEN TRUST. Dated 8/22/08
24 Cross-Claimant,
25 vs.
26 YUEN K. LEE, an Individual, d/b/a Manager,
27 F. BONDURANT, LLC,
28 Counter-Defendant.

Page 2 of 4

1
2 **ITEMS TO BE PRODUCED**

3 You are required to bring with you at the time of your deposition the items set forth
4 below:

5 1. Your entire file related to the real property located at 2763 White Sage Drive,
6 Henderson, Nevada, your account number 808634.

7 2. All communications regarding any aspect of collection activity concerning 2763
8 White Sage Drive (RRFS collection account 808634), including, but not limited to,

9 a. legally-required notices

10 b. "courtesy" notices

11 c. the schedule of collection fees that conforms to NRS 116.310313(1)
12 collection rate maximum set by the CIC Commission

13 d. Notice of the owner's right to a hearing and an appeal to the Board and the
14 procedures for requesting an appeal

15 e. offers of a payment plan

16 f. rejection of a payment plan

17 g. quarterly statements defining the amount of assessments due, the amount
18 paid, and the amount in arrears, late fees, and interest due

19 h. any statement of default specifying the amount applicable to assessments
20 versus other amounts.

21 3. All proofs of service with return receipt requested, and any signatures collected,
22 indicating receipt, for any communications regarding any aspect of collections, that RRFS,
23 and/or either of its parent companies, RMI or FSR, claim were sent to the owner's address of
24 record, 2664 Olivia Heights Ave. regarding 2763 White Sage Drive, (RRFS collection account
25 808634).

26 4. The NRS 649 debt collection licenses of RMI Management, LLC dba Red Rock
27 Financial Services from the period of 2006 -- 2014 when RMI was under contract as the SCA
28 managing agent and Red Rock was the debt collector.

Steven Scow provided RRFS 001-425 that was deceptive, inaccurate, and incomplete with the obvious mens rea and the specific intent to conceal the wrongdoing of his clients.

- 1 5. The NRS 649 debt collection licenses of FirstService Residential, LLC dba Red
2 Rock Financial Services.
- 3 6. All Fictitious Name Certificates involving any of these parties – FirstService
4 Residential, Red Rock Financial Services, and/or RMI Management, LLC.
- 5 7. Any and all, debt collection agreements, including any, and all, amendments,
6 between SCA and
- 7 a. Red Rock Financial Services, a Partnership, EIN 88-0358132 or
8 b. “Red Rock Financial Services, LLC” or
9 c. “Red Rock Financial Services, a FirstService Residential Company”
10 d. “Red Rock Financial Services, a division of RMI Management, LLC”
11 e. “Red Rock Financial Services”, no specified entity or affiliation.

Steve Scow withheld all documents requested in items 4,5, and 6. The proofs of service provided in response to item 2 did not include any proofs of service for any of the notices that Tobin disputes were sent.

Disputed facts in Red Rock foreclosure file

9/17/12 SCA 642 RRFs letter to 2664 OH SCA 643 to 2763 notice of intent to lien – Tobin has no recollection nor Proudfit any record of this. No proof of service though alleged to be sent certified. Demanded \$617.94 when it is undisputed that the account was PIF on 6/30/14. See [SCA 642](#) and [SCA 643](#).

9/20/12 SCA 628 120920 SENDER’S copy of hearing notice SCA sent to 2664 Olivia Heights could not have been sent by Tobin to RRFs as alleged in 2/5/19 MSJ See [SCA 628](#), [SCA 635](#),

9/20/12 SCA 635 is duplicate of SCA 628 also alleged to be sent to 2664. No allegation that the notice was sent to 2763. No allegation that the hearing was actually ever held. See [SCA 628](#), [SCA 635](#),

10/18/12 See [SCA 618 Payment Allocation Detail](#). Check 143 was applied to pay assessments from 7/1/12–9/30/12, but also called a “partial payment”

SCA 618 DISCLOSED THAT ON 10/18/12 CHECK 143 WAS BOTH 1) CALLED A "PARTIAL PAYMENT" BUT 2) WAS ALLOCATED TO THE \$275 DUE FOR THE



Payment Allocation Report

QUARTER 7/1/12 - 9/30/12

RRFS Account: **808634**
 Mgmt Account: **SUCI0002048001**
 Information as of: **October 18, 2012**

AND TO THE \$25 LATE FEE
 AUTHORIZED TO BE CHARGED ON
 7/31/12.

Account Information

Company: RMI Management
 Association: Sun City Anthem Community Association
 Property Address: 2763 White Sage Dr, Henderson NV 89052
 Owners: Gordon B. Hansen; Gordon B. Hansen;

Payment Summary

Payment Processed	\$300.00
Allocation Categories	
Association	\$300.00
Total Allocations	\$300.00

Payment Detail **RRFS had no authority to keep two sets of books.**

Date:	Description:	Code:	Amount:	Check:	Memo:
10/18/2012	Red Rock Partial Payment	PPRR	300.00	PC 143	Partial Payment

Association Allocation Detail

Assessment				Total:	\$275.00
Date:	Description:	Code:	Amount:		
07/01/2012	Sun City Anthem QT Assmt	SQA	275.00		

Late Fee				Total:	\$25.00
Date:	Description:	Code:	Amount:		
07/31/2012	Late Fee	LF	25.00		

10/18/2012 11:53:28 AM Processed By: Reporting

1

Corporate Office: 7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733
 Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

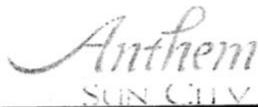
SCA000618

SCA 618 and RRFS 402 are identical.

TOBIN. 4316

10/8/12 SCA 626 "CORRESPONDENCE RECEIVED" SCA claimed the sender's copy of the hearing notice was sent to RRFs by Tobin which is impossible.

SCA duplicated and misrepresented this document to falsely imply that SCA had complied with the notice requirements in SCA CC&Rs 7.4 prior to imposing the sanction of permanent revocation, rather than temporary suspension, of member benefits, for the alleged violation of the governing documents of delinquent assessments.



Hearing Notice and Sanction for Delinquent Account

2450 Hampton RD * Henderson * NV * 89052
t.702-614-5816/5817 * f.866-941-5644 * e. homeownerresponse@scacai.com
w.https://www.sca-hoa.org

Certified Article Number

7160 3701 9849 6408 7011

SENDERS RECORD

Thursday, September 20, 2012

Gordon B. Hansen
2664 Olivia Heights Ave
Henderson NV 89052

COPY

Subject: **Suspension of Membership Privileges for Delinquent Accounts**

Property Address: 2763 White Sage Dr Henderson NV 89052

Violation Type: Assessments/Fines/Violations - Delinquency
Last Inspection Date (if applicable): NA

Reference/Requirement: CC&R 7.4 Compliance & Enforcement, CC&R 8.7 Obligation for Assessment

Dear Gordon B. Hansen,

Your account is listed as delinquent and is now at collection with the Red Rock Financial Services (RRFS) which is a debt collection agency. Therefore, as required by the Board of Directors, your membership privileges shall be suspended on the date of the hearing if RRFS records indicate the account remains at collection for an amount in excess of \$99.00. **This is the only notice of this hearing and the sanction. The hearing is scheduled for 10/10/2012 at 9:00 AM at the Anthem Center. If you plan to attend the hearing PLEASE BRING PROOF that your account is paid in full (current).**

Attendance at the hearing is not required. **If you do not have proof your account is current, and you want to appeal or dispute the Association charges on your account, please follow the process described on the enclosed sheet (Collection Account Inquiry Procedures).**

As a service, you will be provided the opportunity to meet with an RRFS representative to discuss your account at Anthem Center on the day of your hearing.

You have the right to appeal the decision to impose this sanction. To do so you must submit a written appeal to the Board of Directors at Sun City Anthem within 15 days after the hearing date at the following address:

Sun City Anthem Community Association, Inc
ATTN: Board of Directors
2450 Hampton Road
Henderson NV 89052

On behalf of the Association,

Sacha Fotu
Sun City Anthem Community Association Manager
RMI Management, LLC



There was no hearing on 10/10/12 or any other date because check 143 cured the delinquency. Assessments were paid through 9/30/12. No other notice like this was ever sent and none of the other steps of due process required were ever provided. This "sender's copy was NOT attached to Tobin's 10/3/12 letter to the HOA that transmitted check 143.

October 3, 2012

To: SCAHOA

Re: Delinquent HOA Dues for 2763 White Sage Dr.

Enclosed please find:

1. Certificate of death for Gordon B. Hansen, property owner, on 1/14/2012
2. Check for \$300 HOA dues

On 2/14/2012, I listed Mr. Hansen's property for short sale with the Proudfit Realty Company. I continued to pay the HOA dues owed on the property, and wrote the enclosed check on 8/17/2012. Unfortunately I failed to mail the check in a timely fashion. Subsequently, an offer was placed on the property as a short sale, and it is my understanding that the buyers will be moving in within the next month.

It is my request that the HOA pursue collection of any future HOA dues from the buyers within the escrow or from them directly once the sale is complete or however you normally handle cases in which the owner is deceased.

Any questions, please contact Doug Proudfit.

Thank you.



Nona Tobin
2664 Olivia Heights Ave.
Henderson NV 89052



RRFS 000409

SCA misrepresented this letter to claim it was evidence that Tobin was not entitled to any relief because it meant that she had unclean hands.

TOBIN. 4318

- 11/5/12 11/5/12 SCA 620 “Correspondence Response to Homeowner“
- 12/13/12 12/13/12 P/O DEMAND RECEIVED SCA 615
- 12/20/12 12/20/12 P/O DEMAND SENT See [SCA 603](#)
- 1/3/13 1/3/13 SCA 587 “LIEN SENT TO OWNER“. See [annotated SCA 591-592](#)
- 1/9/13 1/9/13 SCA P/O DEMAND RECEIVED See [SCA 586](#)
- 1/16/13 SCA 578 “P/O DEMAND SENT” See [SCA 579](#)
- 3/7/13 3/7/13 SCA 572 Send NOD to Title Company
- 4/2/13 SCA 378 Endorsement, effective 4/2/13, relates to 9/23/13 Republic Lien and “plant date of 2/5/14”?? Unclear
- 4/4/13 4/4/13 SCA SCA 552 NOD Notice of Rescission
- 4/16/13 4/16/13 SCA 525 “Payoff Demand Received”

See [SCA 513-530 to see how SCA handled the rejection of the Miles Bauer tender](#).

Note that check 143 paid the assessments from 7/1/12-9/30/12.

See [SCA 618 “Association Allocation Detail”](#) and [#13 on Page 4 of 4/17/19 order](#) that states “payment was applied to the July 1, 2012 Quarterly Assessment and the Late Fee due on July 31, 2012.” RRFs 402 is identical to SCA 618.

Association Allocation Detail

Assessment			Total:	\$275.00
Date:	Description:	Code:	Amount:	
07/01/2012	Sun City Anthem QT Assmt	SQA	275.00	
Late Fee			Total:	\$25.00
Date:	Description:	Code:	Amount:	
07/31/2012	Late Fee	LF	25.00	

Therefore, the Miles Bauer \$825 tendered on 5/9/13 satisfied the debt of \$825 assessment due and payable for the quarters from 10/1/12 to 6/30/13.

Inv. Date	Reference #	Description	Inv. Amount	Case #	Matter Description	Cost Amount
5/8/2013	R808634	HOA Fees	825.00			

13-H0518 Initials: SAC
 Payee: RED ROCK FINANCIAL SERVICES Check #: 19235 Date: 5/8/2013 Amount: 825.00

THAT THE TENDER OF \$825 WAS MADE ON 5/9/13 IS NOT DISPUTED. WHAT IS DISPUTED IS THAT THIS JUSTIFIES NSM'S JOINDER BEING GRANTED AND NOT THE WHOLE SALE VOIDED. IT IS ALSO DISPUTED THAT TOBIN SAYS ONLY NINE MONTHS OF ASSESSMENTS DELINQUENT AT THAT TIME SO THERE WAS NO SUB-PRIORITY PIECE OF THE LIEN THAT COULD BE VALIDLY FORECLOSED ON. IT IS ALSO DISPUTED THAT NSM HAS ANY STANDING TO BE IN THE CASE AT ALL. NSM HAD NO VALID RECORDED CLAIM AS ITS 12/1/14 RECORDED ASSIGNMENT WAS WORTHLESS GIVEN THAT BANA HAD NO INTEREST TO CONVEY AS IT HAD ASSIGNED ITS INTEREST TO WF ON 9/9/1. NSM DID NOT DISCLOSE ANYTHING TO CONTRADICT TOBIN'S CLAIM THAT THE 4/12/12 ASSIGNMENT TO BANA WAS VALID WHEN THERE WAS NO NOTARY RECORD OF IT AND IT WAS CONTRADICTED BY ALL OTHER EVIDENCE. NSM DISCLOSED NO POWER OF ATTORNEY THAT AUTHORIZED IT EXECUTING THE 12/1/14 CLAIM. NSM RESCINDED ITS ONLY CLAIM AND RECORDED IT ON 3/8/19, A WEEK AFTER DISCOVERY ENDED.

Miles, Bauer, Bergstrom & Winters, LLP Trust Account
 1231 E. Dyer Road, #100
 Santa Ana, CA 92705
 Phone: (714) 481-9100

Bank of America
 1100 N. Green Valley Parkway
 Henderson, NV 89074
 16-66/1220
 1020
 13-H0518
 Loan # 82584234

19235
 Date: 5/8/2013
 Amount \$**** 825.00

Pay \$*****Eight Hundred Twenty-Five & No/100 Dollars
 to the order of
 RED ROCK FINANCIAL SERVICES

Check Void After 90 Days

SCA000513

Nationstar relied on this to commit its fraud on the court. Nationstar was never Bank of America's successor in interest as the beneficiary of the disputed Hansen deed of trust. Nationstar rescinded that 12/1/14 fraudulent claim on 3/8/19. Further, Nationstar concealed SCA 302 which is clear proof of its specific intent to steal this property from Nona Tobin.



Red Rock Financial Services
Homeowner Progress Report
Sun City Anthem Community Association
Information as of: January 03, 2014

Red Rock Financial Service

Account Number: 808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; WESTERN THRIFT & LOAN; MERS; BANK OF AMERICA, N.A.; WELLS FARGO BANK, N.A.

4/10/2013 Notice of Default sent to Homeowner. The Notice of Default must mature for a minimum of 90 days before the Board may enforce the Notice of Default by setting a Sale.
4/16/2013 4/16/13 Received Payoff request via email from Miles, Bauer, Bergstrom & Winters.
4/17/2013 Legal correspondence received via mail on 4/16/13
4/17/2013 Received correspondence via mail on 4/16/13
4/30/2013 wrong workflow
4/30/2013 A Title Company has requested a Payoff Demand. Payoff Demand Sent expires 5/15/13.
5/9/2013 duplicate entry
5/9/2013 Legal correspondence received no response required.
5/10/2013 Payment received from MBBW \$825.00. Check returned as it does not pay the account in full.
5/16/2013 5/16/13 Received Payoff request via email from Proudfit Realty.
5/16/2013 Red rock will not be providing a response to the Legal Correspondence as the information has previously been provided to attorney.
5/29/2013 A Title Company has requested a Payoff Demand. Payoff Demand Sent expires 6/13/13.
6/25/2013 Intent to Notice of Sale sent via first class mail. The Homeowner has 30 days to reinstate the account before the Board of Directors will have the ability to proceed with the non-judicial foreclosure sale.
6/25/2013 Mortgage Letter sent via first class mail. Letter sent to Mortgage holder(s) to inform them of the Associations delinquent account status.
8/15/2013 Intent to Conduct Foreclosure sent via first class and certified mail. Homeowner has 10 business days to contact our office.
10/16/2013 Permission for Publication Packet sent to Management Company for Boards approval. Once the forms are returned signed, Red Rock will prepare the Notice of Sale and Post the Sale.
10/16/2013 Memo attached to Permission for Publication Packet.
1/3/2014 Memo attached to Permission for Publication Packet.
1/3/2014 Permission for Publication Packet sent to Management Company for Boards approval. Once the forms are returned signed, Red Rock will prepare the Notice of Sale and Post the Sale.

5/10/13 rejection of the \$825 tendered was sufficient to void the entire sale. RRFS covertly rejected this tender without legal authority. \$825 was the exact amount of assessments that were then delinquent. The 5/16/13 entry implicates the attorneys as co-conspirators.

The only remaining debt at the time of the Miles Bauer tender were fines: \$75 late fees authorized by the SCA Board as a fine for non-payment of installments within 30 days of their due date and whatever fines RRFs-added on their own initiative. An HOA cannot foreclose if the assessments are brought current and only fines, including collecting fees remain.

[NRS 116.31162\(5\)\(2013\)](#) prohibits the HOA from foreclosing on fines or penalties. See [Nationstar Mortgage LLC vs. Saticoy Bay LLC series 2227 Shadow Canyon, 133 Nev. Advance Opinion 91, 405 P.3rd 641](#) cited in 4/17 order. See #1 irregularity cited by NSM, page 9.

4/17/13 4/17/13 SCA 527 Request reviewed

4/30/13 4/30/13 SCA payoff Demand Sent

5/16/13 5/16/13 SCA Payoff Demand Received

5/29/13 5/29/13 SCA 504 payoff Demand See [SCA 504](#)

8/15/13 8/15/13 See [SCA 491 for notice sent to 2664](#)

8/15/13 SCA 401 is an envelope addressed to 2763 White Sage that was stamped on 8/15/13 "deceased". There is no such envelope for the letter RRFs alleged in SCA 287 was sent to 2763 White Sage on 7/2/14. This is the 7/2/14 letter that RRFs claims was sent to notify the owner that the waiver request RRFs sent to the SCA Board on 6/9/14 was denied.

See [SCA 401-403](#)



8/15/13 SCA 403 is an envelope addressed to 2763 White Sage that was stamped on 8/15/13 “Return to sender Not deliverable as addressed. Unable to forward.”. There is no such envelope for the letter RRFs alleged in [SCA 278](#) was sent to 2763 White Sage on 7/2/14. This is the 7/2/14 letter that RRFs claims was sent to notify the owner that the waiver request RRFs sent to the SCA Board in [SCA 295](#) on 6/9/14 was denied.

10/16/13 10/16/13 SCA 450 “Followed Up POP“

10/16/13 SCA 468 RRFs “Homeowner Progress Report” to 10/16/13 does not show any BOD approval. See 468 is duplicated in annotated [SCA 415-416](#) Homeowner Progress Report to 01/3/14.



Red Rock Financial Services
Homeowner Progress Report
Sun City Anthem Community Association
Information as of: January 03, 2014

Red Rock Financial Service

Account Number: 808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; WESTERN THRIFT & LOAN; MERS; BANK OF AMERICA, N.A.; WELLS FARGO BANK, N.A.

Progress Notes

9/13/2012 **No disclosed document confirms this.**
Account sent to Red Rock Financial Services to start the collection process

9/17/2012 **Not received. No proof of service disclosed**
Intent to Lien Letter sent via first class and certified mail. Homeowner has 30 days to reinstate the account before the Lien is prepared and recorded. **No notice of lien until 1/3/13**

10/8/2012 Received correspondence via mail.

10/18/2012 **SCA 631 transmitted check 143 to SCA on 10/3/12 to pay 7//12-9/30/12**
Partial Payment received and processed.

SCA 618 **"Assoc. payment allocation" shows it was applied to assessments late fee**

11/5/2012 Response to The Estate of The Homeowner. advsied we received death certificate and to contact us within 30 days for payment arrangement. **Ignored notice it was in escrow**

12/5/2012 Lien prepared for recording.

12/13/2012 **\$925.76 claimed when \$275 was delinquent for 10/1/12-12/31/12**
Lien sent for recording.

12/13/2012 **No notice**
Received payoff request via email from Ticor Title.

12/14/2012 **RRFS knew Ticor Title had instructions to pay HOA on COE**
Lien Recorded.

12/20/2012 **No notice**
A Title Company has requested a Payoff Demand. Payoff Demand Sent expires .

1/3/2013 **RRFS knew Ticor Title had instructions to pay HOA on COE**
Lien Letter sent via first class and certified mail. Recorded Lien enclosed. Homeowner has 30 days to reinstate the account before Red Rock will proceed with collection efforts. **Predatory practice**

1/9/2013 Received payoff request via email from Ticor Title.

1/16/2013 **RRFS knew Ticor Title had instructions to pay HOA on COE**
A Title Company has requested a Payoff Demand. Payoff Demand Sent expires 1/31/13 .

2/5/2013 **Unearned and unauthorized fees added, but escrow instructed to pay in full.**
Intent to Notice of Default sent via first class mail. Homeowner has 10 days to contact our office before the Notice of Default is prepared and recorded.

3/7/2013 Notice of Default prepared for recording. **Instructions to pay COE**

3/14/2013 Notice of Default Recorded on 3/12/13.

3/15/2013 **Rescission recorded 4/3/13. Owner billed for RRFS error.**
Notice of Default sent to Homeowner. The Notice of Default must mature for a minimum of 90 days before the Board may enforce the Notice of Default by setting a Sale.

3/27/2013 Rescission for Notice of Default prepared for recording due to mailing error.

3/27/2013 Set correct workflow due to mailing error

4/4/2013 Notice of Default prepared for recording. **Sparkman escrow ended 4/4/13. said BANA**

4/10/2013 Notice of Default Recorded on 4/8/13. **said lender would not approve \$310,000 sale. BANA did nt record NODES on DOT.**

© RED ROCK FINANCIAL SERVICES 4775 W. Tecco Avenue, Suite 140, Las Vegas, NV 89118 Phone:(702) 932-6887 Fax:(702) 341-7733
Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

SCA 415-416 is identical to RRFS 218-219.

1/3/14 1/03/14 SCA 407 Followed Up POP

1/3/14 SCA 406 "Permission for publication of foreclosure sale and authority to conduct foreclosure sale", RRFs form letter signed by Dan Folgeron on 1/9/14. According to this form, RRFs had the ability to move the sale date without specific instruction from the BOD. Note that this contradicts SCA 377 and SCA 407.



Red Rock Financial Services
Homeowner Progress Report
Sun City Anthem Community Association
Information as of: January 03, 2014
No report of actions after 1/3/14 was disclosed.

Red Rock Financial Service
Account Number: 808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; WESTERN THRIFT & LOAN; MERS; BANK OF AMERICA, N.A.; WELLS FARGO BANK, N.A.

4/10/2013 Notice of Default sent to Homeowner. The Notice of Default must mature for a minimum of 90 days before the Board may enforce the Notice of Default by setting a Sale.
4/16/2013 Received Payoff request via email from Miles, Bauer, Bergstrom & Winters.
4/17/2013 Miles Bauer claimed BANA owned the beneficial interest of DOT
Legal correspondence received via mail on 4/16/13
4/17/2013 Received correspondence via mail on 4/16/13
4/30/2013 wrong workflow
4/30/2013 A Title Company has requested a Payoff Demand. Payoff Demand Sent expires 5/15/13. No.
5/9/2013 Miles Bauer tendered the nine months of assessments duplicate entry then delinquent. Title Company request came on 5/16/13
5/9/2013 Legal correspondence received no response required. No response to Miles Bauer
5/10/2013 Payment received from MBBW \$825.00. Check returned as it does not pay the account in full.
Escrow opened 5/10/13 on Mazzeo \$395,000 offer
5/16/2013 5/16/13 Received Payoff request via email from Proudfit Realty.
5/16/2013 Red rock will not be providing a response to the Legal Correspondence as the information has previously been provided to attorney. No notice of Miles Bauer tender or rejection
5/29/2013 A Title Company has requested a Payoff Demand. Payoff Demand Sent expires 6/13/13.
6/24/13 escrow failed due to BANA rejecting buyer.
6/25/2013 Intent to Notice of Sale sent via first class mail. The Homeowner has 30 days to reinstate the account before the Board of Directors will have the ability to proceed with the non-judicial foreclosure sale. No record of this notice. No proof of service
6/25/2013 Mortgage Letter sent via first class mail. Letter sent to Mortgage holder(s) to inform them of the Associations delinquent account status. Not disclosed by NSM. Off market 7/11/13
8/15/2013 Intent to Conduct Foreclosure sent via first class and certified mail. Homeowner has 10 business days to contact our office. Received, but deed in lieu in process. BANA
10/16/2013 Permission for Publication Packet sent to Management Company for Boards approval. Once had taken
the forms are returned signed, Red Rock will prepare the Notice of Sale and Post the Sale. possession
10/16/2013 Memo attached to Permission for Publication Packet. without
No notice. Not on any Board agenda. No Board minutes foreclosing
1/3/2014 Memo attached to Permission for Publication Packet. BANA gave
No notice. Not on any Board agenda. No Board minutes verbal
1/3/2014 Permission for Publication Packet sent to Management Company for Boards approval. Once notice it
the forms are returned signed, Red Rock will prepare the Notice of Sale and Post the Sale. would not
No notice. Not on any Board agenda. No Board minutes accept title
Sept 2013.

By RRFs being able to unilaterally move a sale date, RRFs can suppress bidding, particularly when this is compounded by RRFs giving the SCA BOD the false instruction that

“The Board of Directors agrees that in the event that the homeowner makes any claim regarding the loss of its property through this foreclosure action, the association shall have the exclusive duty to defend and to pay all defense costs of all such claims...”

More importantly, it violated the 4/27/12 RRFs debt collection contract [Indemnity clause on page 3, #7 of the RRFs-SCA contract signed on 4/27/12](#). Both RRFs and SCA refused to produce this contract in discovery. SCA deceptively disclosed the inapplicable 2007 contract that does not contain the provision that RRFs must indemnify SCA.

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.

SCA homeowners have been forced to pay over \$100,000 in costs that contractually were the responsibility of RedRock.

1/3/14 RRFs transmittal memo to SCA, dated 1/3/14, gave Permission for Publication packet to SCA BOD which contained the sentence. “If the Board does not want to proceed with the foreclosure sale please return the packet unsigned.” Note that there are multiple unsigned documents in SCA 176-643. Note also that there is no Board decision to proceed or not in any Board minutes.

See [“SCA Board secretly sold a dozen houses in 2014”](#)

See [“SCA Board did not comply with HOA meeting laws”](#)

1/3/14 SCA 415 RRFs “Homeowner Progress Report” from 9/13/12 - 4/10/13

1/3/14 SCA 416 RRFs “Homeowner Progress Report” from 4/10/13 - 1/3/14. **Note neither RRFs nor SCA disclosed this form for the period from 1/3/14 - 8/15/14** when RRFs sold the property without notice after the property had already been sold on auction.com on 5/8/14.

1/9/14 [SCA 377 and SCA 407](#) Dan Folgeron signed RRFs form” Association Foreclosure sale Approval” for “Property Address” Dan wrote in “All twelve properties attached”. **Neither SCA nor RRFs listed the properties nor was there any attachment.**

NO SCA BOARD APPROVAL OF THE SALE IS ON ANY AGENDA.

1/9/14 [SCA 407](#) Dan Folgeron signed RRFs form” Association Foreclosure sale Approval” for “Property Address” Dan wrote in “All twelve properties attached”. Neither SCA nor RRFs listed the properties nor was there any attachment. This is a duplicate of [SCA 377](#). According to the box checked RRFs was **not** given authority to postpone the sale without discussing with the Board.

1/10/14 1/10/14 SCA 405 “Board Approved POP” is contradicted by the HOA records that were concealed in discovery.

1/29/14 1/29/14 SCA 389 “Supporting Documents”

2/11/14 SCA 382- 384 disclosed the Resident Transaction Report from 1/1/6-2/11/14. SCA refused to disclose the Resident Transaction Report when requested in discovery. The part that shows the RTR does not include any indication that the property was foreclosed, that \$63,100 was collected for the

sale, or that there were any other owners between Hansen and Jimijack, shows in the time period after 2/11/14.

See [Resident Transaction Report Page 1334-1339](#) that was provided in response to Nona Tobin's records request to CAM Lori Martin in May 2016.

2/24/14 2/24/14 SCA 338 Invoice (Priority Posting)

See "[Deceptive disclosures: SCA Board 12/5/13 meeting vs. SCA 315 & RRFS 128](#)"

2/27/14 See [SCA 315](#) President signed that Board approved 3/7/14 sale on 12/5/13 by BOD resolution [R05-120213]. See [pg. 2 12/5/13 SCA BOD minutes for \[R05-120213\]](#).

2/27/14 There is a 2/27/14 email on the bottom of SCA 332 that informs them that she received a request from the realtor for a reduction in fees because the owner is dead and there is no money left in the estate.

See [annotated SCA 332](#).

Christie Marling

From: Christie Marling
Sent: Tuesday, March 04, 2014 1:06 PM
To: gary.leobold@scacai.com
Cc: Jean Capillupo (scabodjean@gmail.com); Jean Capillupo (Jean.Capillupo@scacai.com); Anna Romero
Subject: RE: 2763 White Sage Drive - Sale Set 3/7/14 - Postponed
Marling received my authorization to NSM. There is no RRFS authorization. The Board had a duty to communicate with th owner that did not happen.
Good Afternoon, SCa presented RRFS's claims to the court as true and undisputed but they are refuted by both Tobin and Leidy under oath.
Just wanted to advise that I received the signed authorization on this account for the realtor and request for reduction. The Sale has officially been postponed until 4/8/14 to allow the board time to review the request at the March meeting.
No disclosure shows how the sale was "officially" postponed
Thanks,

Christie Marling
Trustee Sale Officer
Red Rock Financial Services

o. 702.483.2996 | f. 702.940.7095 | www.RRFS.com
A FirstService Residential Management Company

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From: Christie Marling
Sent: Thursday, February 27, 2014 1:21 PM
To: gary.leobold@scacai.com
Cc: Jean Capillupo (scabodjean@gmail.com); Jean Capillupo (Jean.Capillupo@scacai.com); Anna Romero
Subject: 2763 White Sage Drive - Sale Set 3/7/14 - Postponed
Importance: High

Hello Gary and Jean,

Hope you are having a great day. Please be advised that I have just received a request from the realtor on the above property for a reduction in fees. The owner of the property is deceased and the trustee of the estate is trying to get rid of the property since there are no funds left in the estate. The property was in escrow . This misrepresents that collection action was unnecessary.

Since the next Executive Meeting is not until 03/27/2014, the sale has been postponed until 4/8/2014 to allow the Board to review the request and for RRFS to provide a response to the authorized realtor.

Board Form will be provided in the monthly packets I send over ☺.

Thanks,

This was Craig Leidy's only request. SCA and RRFS misrepresent this to cover up SCA 302 and SCA 295.

3/4/14 See [SCA 324-325](#) email Leidy-RRFS Marling exchange where Leidy had asked for a copy of the fees and to speak to the Board about a fee reduction. Marling says she'll let him know if they want him to attend.

(SCA 324 is identical to RRFS 143.)



Christie Marling

To: Craig Leidy **email address scrubbed ?**
Subject: RE: 2763 White Sage Dr
from and date scrubbed?

I will send the request to the Board and see if they would like or feel the need for you to attend. I have briefly discussed the situation with them already. I will let you know ☺

Christie Marling
Trustee Sale Officer
Red Rock Financial Services

o. 702.483.2996 | f. 702.940.7095 | www.RRFS.com
A FirstService Residential Management Company

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From: Craig Leidy [mailto:cleidy21@aol.com]
Sent: Tuesday, March 04, 2014 12:16 PM
To: Christie Marling
Subject: Re: 2763 White Sage Dr

I have one cash offer that needs to be presented and I'm receiving another today. The answer to the fees charged is "Yes" I would like a copy. Is there a chase I can make a plea to the board for reductions?

Craig Leidy
Broker/Salesman CRS SFR
Prudential Americana Group REALTORS
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 8952
702-595-9007 = Cell
702-940-2121 = Office
702-317-3384= Fax
www.mrsuncity.com

-----Original Message-----
From: Christie Marling <CMarling@rrfs.com>
To: Craig Leidy <cleidy21@aol.com>
Sent: Tue, Mar 4, 2014 9:30 am
Subject: RE: 2763 White Sage Dr

Hi Craig, **This is only email disclosed of RRFS acknowledging receiving Leidy's request.**

Not a problem. This has been received. Do you have an open escrow or how long would you like the postponement? Currently, I can only postpone until 4/8/14 while the Board reviews a longer postponement. As discussed on the phone, are you still wanting a review of the late fees/interest and such for a reduction?

Thanks,

1

SCA000324

3/3/14 3/3/14 SCA 336 priority posting confirmations

3/4/14 3/04/14 SCA 329 *“Sale Postponed”*

3/4/14 SCA 332 (top) is a 3/4/14 email from RRFs to Gary Leopold, FSR employee serving as the SCA CAM, to state that she had received a request from the 3/7/14 sale was postponed to 4/8/14. There is a 2/27/14 email on the bottom of the page that informs them that she received a request from the realtor for a reduction in fees because the owner is dead and there is no money left in the estate. See [annotated SCA 332](#).

3/7/14 3/7/14 *“Request Form sent to Board”*

3/18/14 3/18/14 *“Payoff Demand Received”*

3/18/14 [SCA 312-13](#) Chicago Title payoff request

3/18/14 SCA 310 contains two emails dated 3/18/14 which clearly indicate RRFs received a request for payoff figure on 3/18/14, but the SCA BOD was scheduled to review Leidy’s requests at the 3/27/14 meeting. Note RRFs and SCA both failed to disclose the [3/28/14 RRFs response to Chicago title](#) in which the ledger shows that the SCA BOD approved a \$400 fee waiver on Page 6. This fee waiver is not included in SCA 255, RRFs account detail that allegedly was accurate and complete from 2/11/14 - 8/15/14.



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

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

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

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

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

This 3/28/14 RRFS payoff demand was concealed in discovery. Both SCA and RRFs produced the false evidence of doctored ledgers as shown below.

This ledger was given to Tobin by Leidy in October, 2014, when he told her that was the only ledger he ever got. This is explained because it was provided to Chicago Title in response to its 3/18/14 request for pay off figures as part of the escrow for the Red rock Regional Investors, LLC's attempted \$340,000 cash purchase which was rejected by Nationstar.

Both Red Rock and Nationstar concealed the 3/28/14 ledger in discovery. Each had their own corrupt reasons to doing so.

This 3/28/14 RRFs payoff demand was concealed in discovery. Both SCA and RRFs produced the false evidence of doctored ledgers as shown below.

08/15/2014 9:34:02 AM

Resident Transaction Report
 SUCI Sun City Anthem Community Association
 Date: 01/01/2001 - 08/15/2014

Building: 0002 SCA Big Sky
 2450 Hampton Rd

 Las Vegas, NV 89052

Ledger as of 8/15/14, the day of the sale

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

All entries after 7/30/14 were scrubbed.

RRFS 083 subpoena response scrubbed the Page 1336 number from the sequentially-numbered ledger.

3/28/14 SCA 277 Undated email RRFs to Leidy “Please see response regarding the settlement request for \$1000.00” (Note there was no settlement request for \$1000. Leidy did not receive this. Not clear what was supposedly attached as it does not relate to the 6/5/14 email Leidy sent to RRFs to forward the NSM 5/28/14 offer.

5/6/14 5/6/14 “Supporting Documents“

5/13/14 5/13/14 “Sale Postponed“

5/15/14 SCA 307 is an unsigned approval form to conduct the sale on 5/15/14. Note there was no BOD approval in SCA 176-643 to conduct the sale on 5/15/14, the date that the Ombudsman received notice that the 5/15/14 sale was cancelled as the owner was retained.

5/15/14 SCA 308 is another email alleging final approval of the 5/15/14 sale from which the date has been scrubbed and there is no signature

5/28/14 5/28/14 [SCA 302](#) NSM Equator message to Leidy “please be advised the max I will be able to pay the HOA is \$1100”

SCA 302 is identical to RRFs 119. Nationstar concealed it AND ALL EQUATOR RECORDS in discovery in order to deceive the court about Nationstar being the beneficiary of the 7/22/04 deed of trust as Bank of America’s successor in interest and to abuse the HOA quiet title litigation process to get rid of Tobin without foreclosing.

808634

Printable Message

Close

Property: 2763 WHITE SAGE DR
HENDERSON NV, 89052
Subject: HOA
Body: Hello, please be advised the max I will be able to pay the HOA is \$1,100. ✱
Attachment(s): No Attachment
Created By/Date: DURAN, VERONICA - 05/28/2014 09:29:38
Notification From: VERONICA.DURAN@NATIONSTARMAIL.COM
Notification To: CLEIDY21@AOL.COM;

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

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

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

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

SCA00030

Nationstar concealed this in discovery. RRFs was obviously complicit as can be seen by SCA's fraudulently misrepresenting it to the SCA Board in SCA 295 as an owner request for waiver.

5/28/14 5/28/14 [SCA 302](#) NSM Equator message to Leidy that was mischaracterized by SCA/RRFS as a non-existent new request from Leidy. See [SCA 277](#). See also [SCA 295](#) and [SCA 276](#)

6/5/14 [SCA 277](#) Leidy forwarded NSM's 5/28/14 offer (SCA 302) but SCA concealed it at the bottom of the page



Waiver or Reduction in Fees and Fines

June 9, 2014

RRFS # 808634

Address: 2763 White Sage Dr

Owner: Gordon B. Hansen Trust (Deceased)

RRFS Representative: Christie Marling

Dear Board **This is how Red Rock misrepresented Nationstar's super-priority offer to the HOA Board that was offered to close the \$367,500 auction.com sale.**

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

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

Nationstar never admitted that Red Rock had rejected this super-priority tender because if it had, it would have to have explained why Nationstar told Leidy to tell MZK Properties, the high bidder at the 5/8/14 auction.com sale, that the unidentified beneficiary had rejected MZK's \$367,500 bid and then explain why Nationstar didn't go to the 8/15/14 HOA sale and make a credit bid so that Nationstar could record a notice of default on the Hansen deed of trust and foreclose on the property and recover virtually all of the \$389,000 balance outstanding when the borrower died on 1/14/12.

Board Decision

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

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

RRFS 112 is identical to SCA 295.

Board Signature _____ Date _____

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

There is no proof that this was sent. There is nothing in Leidy-tobin emails to show Leidy received this.

Christie Marling

To: Craig Leidy
Subject: RE: 2763 White Sage Dr./ The Hansen Estate
Attachments: 2763 White Sage - Response.pdf

Date has been scrubbed.

What attachment? Neither Leidy nor I saw SCA 276 or SCA 278-295 before discovery.

Craig,

Please see response regarding the settlement request for \$1,000.00.

There was no settlement request for \$1000 from Tobin or Leidy
Please let me know if you have any questions.

Thanks,

Christie Marling
Trustee Sale Officer
Red Rock Financial Services

o. 702.932.6887 | f. 702.341.7733 | www.RRFS.com
A FirstService Residential Management Company

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, may contain information that is confidential and/or proprietary. If you are not an intended recipient, please be advised that any review, use, reproduction or distribution of this message is prohibited. If you have received this message in error, please notify the sender immediately by return e-mail and delete/destroy the message and any copies thereof.

There is reason to believe these two emails have been joined on SCA 277 with the intent to deceive..

From: Craig Leidy [<mailto:cleidy21@aol.com>] This is Leidy's 6/5/14 forward of SCA 302 to RRFS.
Sent: Thursday, June 05, 2014 3:08 PM
To: Christie Marling RRFS did not present it to the SCA Board as NSM offering
Subject: RE: 2763 White Sage Dr./ The Hansen Estate one year of assessments to close the MZK 5/8/14 auction.com sale that was in escrow pending lender approval.

Christie,

Enclosed is the message I received from the negotiator at Equator.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052

SC 302 was presented to the Board as SCA 295 on a RRFS fee waiver form dated 6/9/14 as if the owner had requested a fee waiver of \$459.32.

SCA 277 and RRFS 095 are how this doctored evidence was produced.

6/9/14 SCA 275 "Request Sent to Board"

6/26/14 [SCA 276](#) Jean Capillupo signed the 6/9/14 RRFS waiver form from SCA 295. 6/26/14 SCA 276 (Signed 6/9/14 RRFS Form "Waiver or Reduction in Fees" found in SCA 295. Note no BOD response to [SCA 302](#) was disclosed.



Waiver or Reduction in Fees and Fines

June 9, 2014

RRFS # 808634

Address: 2763 White Sage Dr

Owner: Gordon B. Hansen Trust (Deceased)

RRFS Representative: Christie Marling

Dear Board

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

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

Reason for the Request

SCA 277 is what RRFS presented to the SCA Board instead of presenting NSM's \$1100 offer (SCA 302). SCA 302 was NSM 5/28/14 offer of one year of assessments, i.e., greater than the super-priority, to close the 5/8/14 auction.com escrow to MZK Properties, high bidder (\$350,000). 6/26/14 #16 minutes show SCA Board wrote off \$18,843.93 bad debt on two lender foreclosures. This property is not identified but this item appears to have been addressed in executive session as "one appeal to settle a delinquent account".

Board Decision

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

Tobin-Leidy emails show that neither had any contemporaneous awareness of what RRFS told the Board or what the Board was doing. This property is not on any Board agenda

- Grant the full reduction requested in the amount of \$459.32 *-with condition that \$1925 is paid by 7/15/14*
- Allow a partial reduction (please specify the amount)
- Other SCA refused to release minutes of any Board meeting at which action was taken against Tobin, Hansen, GBH Trust or this property.

Board Signature *Jean Capelluto*

Date 6/26/14

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

SCA000276

7/2/14 SCA 275 "7/2/14 Received Board response"

7/2/14 [SCA 278](#) alleges RRFs sent a letter to 2763 stating the BOD “has denied your request for a settlement of \$1,000.” SCA 279 is a blank owner request form. SCA 280-285 is a ledger. SCA/RRFS did not produce any proof of service. No RTS like in SCA 401-405. Tobin has said under oath she never received this. Tobin-Leidy emails never mention it.



July 2, 2014

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634

Dear The Gordon B. Hansen Trust, dated August 22, 2008 ,

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Red Rock Financial Services (Red Rock) is in receipt of your correspondence. Sun City Anthem Community Association (the Association) has denied your request for a settlement of \$1,000.00; however, the Association has agreed to waive the late fees and interest from the account contingent upon the remaining balance being paid in full no later than **July 15, 2014**.

The current balance on the account is \$5237.64. Enclosed is an accounting ledger for your review. Please pay the account in full or submit a request to make payment arrangements by **July 15, 2014**. Enclosed is a Payment Agreement Request Form for your convenience. Upon receipt of such request our office will establish the Agreement and notify you in writing of its terms. Payments must be in the form of a cashier's check or money order made payable to Red Rock Financial Services and mailed to the address below. Failure to remit payment or the Request form by **July 15, 2014** may result in the continuation of the collection process at additional costs to you.

Additional information regarding this account can be obtained at www.rvfs.com. Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Sincerely,

Red Rock Financial Services
Enclosure(S)

702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | www.rvfs.com

By printing this check, deposit or payment, you agree to the terms and conditions of the account. If you do not agree to the terms and conditions, you must return this check to the issuer. This check is not valid for cashing or depositing at any bank or financial institution. If you do not have a bank account, you may cash this check at a check cashing service. This check is not valid for cashing or depositing at any bank or financial institution. If you do not have a bank account, you may cash this check at a check cashing service.

SCA000278

RRFS lied about sending this letter and the one in SCA 286 to Tobin's residence and there are many documents that prove the falsity of this claim beyond the fact that neither RRFs nor SCA disclosed any proofs of service.

See also [SCA 286](#) alleges RRFs sent a letter to 2664 OH stating the BOD “has denied your request for a settlement of \$1,000.” Tobin has said under oath she never received this. Tobin-Leidy emails never mention it or the ledger in SCA 287-292. Obviously, she never signed the blank owner request form in SCA 287 and SCA 279.

7/2/14 SCA 280-285 RRFs allegedly sent this ledger to Tobin at 2664 Olivia Heights Ave and to the vacant property at 2763 White Sage. There are no proofs of service. There are no returns to sender like RRFs got when a notice was sent to the vacant property on 8/15/13 (See SCA 401 and 403. Notably, RRFs does not charge for any collection activity, any mailings, any sale guarantee, nothing after 2/11/14.

See [annotated SCA 275- SCA 293](#). There is no document that shows how NSM was informed that SCA 302 was rejected.

Also, see on [SCA 285](#) RRFs did not charge \$150 to produce pay off figures requested by Chicago Title on 3/18/14 (SCA 310). RRFs and SCA both concealed that RRFs demanded \$3,055.47 in a letter to Chicago Title, dated 3/28/14. SCA 285 does not include the \$400 fee waiver requested by Leidy and authorized by the SCA Board on 3/27/14 that is accounted for on [pg 6 of the 3/28/14 demand](#).

8/1/14 8/1/14 Emails

8/5/14 [SCA 271](#) Jean Capillupo signed to approve the sale of 2763 White sage subject to the conditions set forth in the permission for Publication of foreclosure Sale and Authority to conduct foreclosure sale. No record of any BOD action to authorize her signing this.

8/6/14 8/6/14 "Supporting Documents"

8/15/14 [SCA 242](#) Sent at 10:12 AM to report to Christie Marling, RRFs, that the property had been sold at an auction conducted at 10:11 AM at which three people allegedly bid and 45 people were in attendance

Christie Marling

From: no-return@priorityposting.com
Sent: Friday, August 15, 2014 10:12 AM
To: Christie Marling
Subject: Interim Sale Results for TS# R808634/HANSEN

THIS IS A SALE RESULT INTERIM UPDATE - FINAL RESULTS WITH VESTING INFORMATION TO FOLLOW

Red Rock Financial Services
Re: Interim Sale Results
Priority No.: 1082780

Attn: Foreclosure Department
Your T.S. Number R808634 sold to a 3rd party on 08/15/2014 in the county of Clark, NV at 10:00AM

Sale Conducted at: 10:11 AM **A 1-minute auction**

Said property sold for: \$63,100.00

Said property sold to: THOMAS LUCAS

Address: ,

SCA 242

Comments:

No. of Witnesses Present: 45

Should you have any questions, please feel free to contact our Sales Department at (800)570-3500

See [SCA 250-262 for RRFs account detail as of 8/15/14 \(SCA 250-255\), RRFs attempts to rectify the numbers \(SCA 256-259\) and Resident Transaction Report to 7/30/14 \(SCA 260-262\) all that fail to account for the \\$400 Board approved waiver\)](#)

8/15/14 SCA 250 RRFs account detail 1/1/06-6/25/08. not relevant

8/15/14 SCA 251 RRFS account detail 7/1/08-8/18/11 not relevant

8/15/14 [SCA 252 RRFS account detail 10/1/11- 12/5/12](#)

8/15/14 [SCA 253 RRFS account detail 12/5/1 - 4/4/13](#)

8/15/14 [SCA 254 RRFS account detail 4/4/13 - 1/30/14](#)

8/15/14 RRFS account detail 2/11/14 - 8/15/14. See [annotated SCA 255](#) for major discrepancies with [3/28/14 RRFS demand pg. 6](#)

8/15/14 [SCA 274 is an email with the date scrubbed](#) that alleges sale was approved and the amount due on 8/15/14 would be \$5,738.68

Christie Marling When was this sent?

To: Gary Leobold (SunCityAnthemNV) (gary.leobold@scacai.com)
Cc: Anna Romero; Jean Capillupo (scabodjean@gmail.com)
Subject: SCA - Sale Set 08/15/2014 - Update and Final Approval
Attachments: 2763 White Sage - Final Approval.pdf

What was attached?

Good Morning,

As a reminder, this property is scheduled for sale on **08/15/2014**. Here is the update and breakdown. Also, I've attached the final approval form to have the Board President sign in order to proceed with the sale on this property. If the Board wishes to postpone or cancel the sale please let me know at your earliest convenience.

What about the 5/8/14 auction.com sale to MZK that NSM offered \$1100 to close (SCA 302) R808634 - 2763 White Sage DR - (Gordon B. Hansen Trust) - Sale was previously postponed as the executor of the property is attempting to sell the property. As of today, RRFS is unaware of any buyer that is lined up due to the lender's terms of a short sale of the property. Please note there are no postponements available.

Assessments - \$2,200.00
Late Fees - \$425.00 that Leidy forwarded to RRFS on 6/5/14 (SCA 277)?
Interest - \$42.68
Fines - \$0.00 (fines cannot be included in the foreclosure balance)
Red Rock - \$3,037.64 (Hard costs - \$1,166.64; Fees - \$1,871.00)
Total that can be taken to foreclosure - **\$5,705.32**

As of the date of Sale balance will be \$5,738.68 due to upcoming assessments, late fees.

Please let me know if the Board would like to

- Move forward with the foreclosure (final approval form is attached, which would need to be signed by the **Board President** prior to the sale).
- Cancel the sale



SCA 223 AND 224 ARE DECEPTIVE AND INTENDED TO CONVEY THE FALSE IMPRESSION THAT THE EXCESS PROCEEDS WERE CONVEYED TO THE COURT. THE \$57282.32 CHECK MADE OUT TO THE COURT WAS NEVER TRANSMITTED. THE FUNDS REMAIN UNDER THE CONTROL OF KOCH & SCOW ON BEHALF OF RRFS.

Memorandum

To: Koch & Scow – Steve Scow **SCA MISREPRESENTED THIS IN THE MSJ. I ATTEMPTED TO MAKE A CLAIM FOR THESE FUNDS IN 2014 AND DOCUMENTED IT IN EMAILS TO LEIDY.**

From: Christie Marling

Date: August 28, 2014

Subject: Foreclosure Excess Funds **NRS 116.31164(3) (C) DEFINES HOW THESE FUNDS ARE TO BE DISTRIBUTED.**

Enclosed you will find the below listed checks made out to Clark County District Court as well as the Title Report. Please have these excess funds interpleaded in regards to the below properties: **SEE SPANISH TRAIL EMAIL**

- 677 Principle Point Ave, Henderson, N V89102 **11/30/18 STEVE SCOW TOLD ME PERSONALLY THAT THE FUNDS HAD NOT BEEN DISTRIBUTED BECUASE THEY WERE WAITING TO SEE IF THE DOT WAS EXTINGUISHED.**
Foreclosure Date: 08/14/2014
Check 49916, \$14,296.10
- 623 Port Talbot Ave, Las Vegas, NV 89178
Foreclosure Date: 08/14/2014
Check 49915, \$1,032.26
I HAVE OBJECTED TO THESE FUNDS GOING TO NSM THAT PROVABLY DOES NOT OWN THE DOT. SEE 9/23/16 AFFD. IT IS WORSE NOW AS NSM'S JOINDER WAS GRANTED AND IT WAS NEVER REQUIRED TO PRODUCE EVIDENCE TO SUPPORT ITS CLAIMS.
- 10085 Mystic Dance St, Las Vegas, NV 89183
Foreclosure Date: 08/14/2014
Check 49913, \$14,422.90
- 2763 White Sage Dr, Henderson, NV 89052
Foreclosure Date: 08/15/2014
Check 49909, \$57,282.32
THE 11/30/18 AMENDMENT TO MY 1/31/17 COMP WOULD HAVE ADDED A THIRD PARTY UNJUST ENRICHMENT CLAIM AGAINST RRFS BUT THE COURT APPROVED THE MAND ON THE CONDITION THAT NO NEW PARTIES AND NO NEW CLAIMS COULD BE ADDED WITHOUT THE COURT'S LEAVE, BUT THIS WAS THE FIRST AMENDMENT AND SHOULDN'T HAVE REQUIRED LEAVE.
- 654 Loughton St, Las Vegas, NV 89178
Foreclosure Date: 08/14/2014
Check 49894, \$18,614.21
- 6982 Mirkwood Ave, Las Vegas, NV 89178
Foreclosure Date: 8/20/2014
Check 49926, \$54,697.13

Should you have any questions please contact Christie Marling at 702.483.2996 or via email at cmarling@rrfs.com.

Thank you,

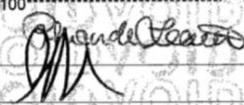
I ALSO DISPUTE THAT SCA BOARD IS AUTHORIZED TO "OUTSOURCE" PROPRIETARY CONTROL OF SCA FUNDS. SEE BYLAWS 3.18 AND 3.20

Christie Marling
Red Rock Financial Services

4775 West Teco Avenue, Suite 140, Las Vegas, Nevada 89118 ♦ 702-932-6887 ♦ 702-341-7733 Fax

SCA000223

8/28/14 SCA 223 and SCA 224 RRFs memo to Steve Scow, Koch & Scow, from Christie Marlow re Foreclosure excess funds "please have these funds interpleaded in regards to the below properties". See [SCA 223](#), [SCA 224](#), [SCA 217](#), and documents showing RRFs pattern and practice of retaining excess proceeds.

Red Rock Financial Services Trust Account 4775 W. Teco Avenue, Suite 140 Las Vegas, NV 89118 (702) 932-6887		usbank Five Star Service Guaranteed www.usbank.com 94-0169/1212	50438 11/10/2014
PAY TO THE ORDER OF Clark County District Court		\$**1,168,865.05	
One Million One Hundred Sixty-Eight Thousand Eight Hundred Sixty-Five and 05/100***** DOLLARS			
Clark County District Court			
MEMO 34 Innisbrook Avenue Excess Funds ⑆050438⑆ ⑆11201694⑆ ⑆5375166148⑆			
Red Rock Financial Services/Trust Account			50438
Clark County District Court			11/10/2014
Date 11/10/2014	Type Bill	Reference R74507	Original Amt. 1,168,865.05
			Balance Due 1,168,865.05
			Discount Payment 1,168,865.05
			Check Amount 1,168,865.05
Trust Account - NV 34 Innisbrook Avenue Excess Funds			1,168,865.05
Red Rock Financial Services/Trust Account			50438
Clark County District Court			11/10/2014
Date 11/10/2014	Type Bill	Reference R74507	Original Amt. 1,168,865.05
			Balance Due 1,168,865.05
			Discount Payment 1,168,865.05
			Check Amount 1,168,865.05
Trust Account - NV 34 Innisbrook Avenue Excess Funds			1,168,865.05
RRFS000001			

Steven Scow failed to distribute the proceeds of many sales. This is an example of a Spanish Trail foreclosure that was litigated in case A-14-710161-C. The proceeds were not distributed until after the owner died, and it only happened then after five years of litigation.

Links to Other Documents Disputing RRFs file disclosed as [SCA 176-643](#) and [RRFS 001-425](#).

See post "[RRFS claims vs Actual \\$\\$ Due](#)"

[7/1/14-10/15/14 Tobin-Leidy emails \(31 pages – No attachments\)](#)

[February-October 2014 Tobin-Leidy emails](#) (201 pages including attachments)

[5/20/19 Proudfit DECL with 20 exhibits](#)

[3/5/19 Tobin OPPM SCA MSJ](#)

[4/20/19 Tobin DECL](#) in support of motion to reconsider (23 pages not filed vs 12 pages in attachment to 4/29/19)

[4/29/19 Tobin/GBH Trust motion to reconsider](#) NEO 4/18/19 order

[5/23/19 TOC of Tobin Reply with links to 11 exhibits](#)

[5/23/19 Tobin filed Reply](#)

[5/13/19 Leidy DECL](#) with exhibits (76-pages)

[Ombudsman Compliance Record for 2763](#) authenticated 4/15/19

Compliance View Screen [update]

Case	2014-659	Date Created	02/18/2014	Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy	191-13-811-052	Date Received	02/13/2014	
Compliance	NOS CLOSED	How Received	LETTER	
Status		Receiving Board	RED	
		Receiving Profession		
Respondent ID	271957	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Respondent	ESTATE OF GORDON B HANSEN, THE	Received By	Bonnie Schmidt	
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail ESTATE OF GORDON B HANSEN, THE 2763 WHITE SAGE DR HENDERSON, NV 89052	Priority	SOUTH	
Complainant ID	123186	Alleged Issues	OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Case Nature	Chapter 38	

Comments: R808634

- Resolution
- Action Items
- Participants

Resolution [update]

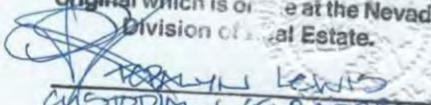
Field	Value	Field	Value
Department:	OMB - NOTICE OF SALE (NOS) PROCESS	Found Issues:	
Worker:	Bonnie Schmidt	Resolution:	OMB NOS - CANCELLED (OWNER RETAINED)
Starting Effective Date:	04/08/2013		
Ending Effective Date:	05/15/2014		
Date:			
Date Closed:	05/15/2014		

Resolution Notes:

Action Items [add]

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

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


 Date Certified 4/2/15

RRFS concealed that notice was given to the Ombudsman that the sale postponed to 5/15/14 was cancelled. RRFS never provided a deed to the Ombudsman within 30 days after the sale as required by NRS 116.31164 (3)(b) (2013). This was not an innocent error. It allowed the enforcement officials to be duped as there was no record that the 8/15/14 sale occurred without a published notice of sale in effect.

5/8/14 \$367,500 sale to high bidder MZK.

DocuSign Envelope ID: 2EDD1056-93DC-4E1D-856D-6D4346F286DE

AUCTION ITEM NO. HL79702B / 618315261

PURCHASE AGREEMENT WITH JOINT ESCROW INSTRUCTIONS

This Purchase Agreement with Joint Escrow Instructions (this "Agreement") is executed by and between Buyer and Seller, who agree as follows:

LIMITATION OF SELLER'S LIABILITY AND BUYER'S WAIVER OF IMPORTANT RIGHTS: BUYER AGREES THAT BUYER IS BUYING THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS" (AS MORE FULLY SET FORTH IN EXHIBIT B TO THIS AGREEMENT).

1. OFFER.

- A. SELLER: ESTATE OF GORDON HANSEN and NULL phone number: _____; email address: _____
- B. BUYER: MZK RESIDENTIAL, LLC phone number: _____; email address: _____
- C. PURCHASE PRICE: \$ 367,500.00 (Winning Bid Amount ("WBA") \$ 350,000.00+ Buyer's premium (5% of WBA) \$ 17,500.00)
- D. PROPERTY: Property Address: 2763 WHITE SAGE DR HENDERSON NV 89052
APN: _____
Legal Description of Property: See Exhibit A
- E. CLOSING DATE: The earlier of 06/23/2014 or the date that is forty five (45) days after the date this Agreement is executed by Buyer.
- F. ESCROW AGENT: Ashley Remington; phone number: 702-366-2969; email address ashley.remington@cit.com
- G. TITLE COMPANY: NA
- H. AUCTIONEER: Auction.com

2. AGENCY. The disclosures related to the relationship with a broker or brokers are set forth at the end of this Agreement (before the Exhibits).

3. FINANCE TERMS.

- A. **EARNEST MONEY DEPOSIT.** Buyer shall be required to deposit \$ 18,375.00 (the "Earnest Money Deposit") no later than the first business day following Buyer being declared the winning bidder (including for sales subject to confirmation). The Earnest Money Deposit shall be deposited with Escrow Agent (unless Buyer is executing an Auction Bid Deposit Escrow Agreement with Auctioneer's designated servicer ("Bidder's Bank Servicer") in connection with this Agreement, in which case the Earnest Money Deposit shall be deposited in accordance with such Auction Bid Deposit Escrow Agreement). Regardless of the amount financed, the Earnest Money Deposit amount required will not change. The Earnest Money Deposit will be non-refundable (except as specifically provided herein), and it will be applied only as provided in this Section or in Section 13. The term "Earnest Money Deposit" shall include interest, if any, earned on the Earnest Money Deposit.
- B. **ESCROW ARRANGEMENT.** The Earnest Money Deposit is to be comprised of (1) the Winning Bidder's deposit made when registering to bid, if made by wire transfer ("Initial Bid Deposit"), plus (2) a wire transfer equal to the difference between the total Earnest Money Deposit and the value of the Initial Bid Deposit.
- C. **TRANSFER OF BIDDER'S BANK (IF ANY).** If applicable, Buyer, by execution of this Agreement, hereby authorizes the transfer of the Earnest Money Deposit held by Bidder's Bank Servicer pursuant to the Auction Bid Deposit Escrow Agreement to Escrow Agent. No further action, consent, instruction or document from Buyer shall be required for such transfer.

Purchase Agreement (C2C/SS) (NV) 12022013
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SELLER'S INITIALS [Signature]
BUYER'S INITIALS MZK

Nationstar rejected the 5/8/14 \$367,500 auction.com sale as if the unidentified beneficiary had wanted more money, and then stayed silent when Red Rock sold it on 8/15/14 to a Realtor in the listing office for \$63,100.

BERKSHIRE
HATHAWAY
HomeServices
Nevada Properties

ADDENDUM NO. 2
TO PURCHASE AGREEMENT



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

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

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

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

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

Rona Tobin, Successor Trustee
Gordon B. Hansen Trust 7/25/14
 Buyer Seller Date
Estate of Gordon B Hansen

7/25/14 Leidy post to MLS "I have worked out all other liens and this can close quickly"

Ag/Ag Rem AGENTS! BOM 7/25/14. Bank denied terms & escrow is now canceled. Bank wants higher offer than previously accepted. This will not be subject to Bidders Premium as before. I have worked out all other liens and this can close quickly. Because of the length of time involved with the previous escrow, much of the landscaping has died. Inside of this property is in good condition. Call me with any questions.

GLVAR	Single Family Residential	Ownership	SFR	07/25/14	2:25 PM
ML#	1424197	Offc AMEG05	PubID 001098	Status ER	Area 606
Address	2763 /WHITE SAGE DR	Unit	StatusUpdate	NOOFFERS	L/Price \$ 380,000
Building #	Bldr/Manf Del Webb	Model LibertyCAS	CondoConv	Zip	LP/SqFt
County	CLARK	Parcel# 191-13-811-052	Zoning SINGLE	Studio	YrBuilt 2004 /RE
Community	SUNCITYANT	Subdiv SUN CITY ANTHEM UNIT #19 PHASE	City/Town Henderson	State NV	Gated N
Assoc/Comm Feat Desc	AGEREST /CCRS /CLUBHSE /COMGOLF /EXERCRM /POOL /SPA /TENNIS				
Elem K-2	WOLF	Elem 3-5 WOLF	YrRound N	Junior DELW	Highsch LIBR
PROPERTY INFORMATION					MetroMap 95 -F6
Bldg Desc	1STORY	Prop Desc		#Baths	FB 3/4 HB Tot
Roof	TILE/PITCHED	Type DETACHED	Unit Desc	#Bedrms 3	#Den/Oth 1 #Loft 0
Garage	2 /AUTODR /ENTRYHS /FINISHD /GOLFCT	Conv N	Carport 0	Parking Desc	
AppxLivArea	2,200	Lot SqFt 8,276	#Acres +/- 0.190	Lot Desc 1/4LESS	
ApprxAddLivArea	260	ApprxTotalLivArea 2,460	Manuf Length	Width	ConvertRealProp MH-YrBlt
PvSpa	N	PvPool Y /HEATED/INGRND	Pool Size +/-		
Dir	South on Eastern from St Rose Pkwy, bear left on to Anthem Pkwy at split, pass Hampton Rd, (R) on Wild Iris, (L) on Foxtail, (L) White Sage.				
Rem	Liberty model w/casita, pool & views of the city and mountains. High elevated lot. Courtyard entry. Formal living & dining rms. Lge kitchen w/island that opens to sep. family rm w/surround sound. Coffered ceilings. The den separates the MS from the secondary bedrm. MS has bay window, sep tub & sep shower, dbl sink & walkin clst. Laundry rm w/sink & extra cabts. Gar has storage & room for golf cart. Builtin BBQ. too!				
Ag/Ag Rem	AGENTS! BOM 7/25/14. Bank denied terms & escrow is now canceled. Bank wants higher offer than previously accepted. This will not be subject to Bidders Premium as before. I have worked out all other liens and this can close quickly. Because of the length of time involved with the previous escrow, much of the landscaping has died. Inside of this property is in good condition. Call me with any questions.				

[3/28/14 RRFES \\$4,962.64 pay off demand to Chicago Title](#)

[3/28/14 ledger page 6 for \\$400 SCA BOD-approved \\$400 fee waiver that shows SCA 255 was falsified](#)



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

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

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

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

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

This ledger was concealed in discovery and SCA 255 below shows why.



Red Rock Financial Services

Account Detail

Information as of: August 15, 2014

Sun City Anthem Community Association

NO NOTICE TO OWNER AFTER 2/11/14 NOTICE OF CANCELLED 3/7/14 SALE

Red Rock Financial Service

Account Number: 808634

Property Address: 2763 White Sage Dr, Henderson, NV 89052

Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A. ;State of Nevada Ombudsman for Common-Interest Communities;REPUBLIC SERVICES

Table with columns for Date, Description, Amount 1, Amount 2, and Remarks. Includes entries for NOS Mailing Costs, Notice of Sale, Publishing and Posting Costs, Interest, Sun City Anthem QT Assmt, Late Fees, Association Interest, Conduct Foreclosure Sale, and Prepare and Record Trustee Deed.

© RED ROCK FINANCIAL SERVICES 4775 W. Tecco Avenue, Suite 140, Las Vegas, NV 89118 Phone:(702) 932-6887 Fax:(702) 341-7733 Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Information as of 08/15/14

SCA 255 was also produced as RRFS 076. They both show that RRFS or Steven Scow falsified the accounts. See [NRS 205.405](#) Falsifying accounts.

10/14/14 email excerpt re proceeds and lack of notice for the sale

Starting with Red Rock: the first person I spoke to told me that once Red Rock takes the amount that is due to them, they interplead the balance with district court and notify all the potential parties so they can make a claim and the court can decide on distribution. When I didn't hear from you about what the specific amount was, I called Red Rock back to get it, and I was told that they couldn't talk to me because I wasn't listed as the designated person. I can only assume that because I signed an authorization for Berkshire Hathaway to receive all the notices from them when we first set up the listing last February that Berkshire Hathaway was the authorized agent and you

[tps://mail.google.com/mail/u/0?ik=571a60460b&view=pt&search=all&permthid=thread-f%3A1481876247507649511%7Cmsg-f%3A1481986336800823577&sim...](https://mail.google.com/mail/u/0?ik=571a60460b&view=pt&search=all&permthid=thread-f%3A1481876247507649511%7Cmsg-f%3A1481986336800823577&sim...) 2/4

13/2019

Gmail - Re: Questions about HOA Foreclosure sale

are the specific person that they would have considered the recipient for notices that previously had gone to me as the Successor Trustee.

I am very concerned about this point now. I never received any notice regarding the interpleading. Obviously, I need to get whatever Berkshire Hathaway received from Red Rock as my agent so I can proceed on behalf of the Trust. Since I am unfamiliar with these matters, I do not know if time is of the essence or not in terms of filing a claim in District Court.

8/13/14 Notice of Sanction was the only notice Tobin received related to 2763 White Sage after the 2/12/14 notice of sale was cancelled.

SCA concealed this and all other compliance documents related to 2763 White Sage.

See [9/14/16 email exchange](#) where the HOA manager said a court order was required before the HOA would provide Tobin any compliance documents.

Anthem
SUN CITY

2450 Hampton Road * Henderson * NV * 89052
t. 702-614-5816/5817 * f. 866-941-5644
e. homeownerresponse@scacai.com w. <https://www.sca-hoa.org>

Two days before Red Rock confiscated Tobin's property without notice for the alleged violation of the governing documents of delinquent assessments, a notice was sent of a \$25 fine for a dead tree.

Gordon Hansen
2664 Olivia Heights Ave
Henderson NV 89052

According to Red Rock and the HOA insurance company's attorney, selling a house to collect an alleged \$2,000 in delinquent HOA dues without notice is OK because it is not a sanction for a violation. It's just a debt collector enforcing a lien.

Dear Gordon Hansen,

Subject: NOTICE OF FINES IMPOSED FOR VIOLATION OF GOVERNING DOCUMENTS

A hearing was held on Wednesday, August 13, 2014 regarding the below listed violation of the governing documents for Sun City Anthem Community Association, Inc.



Property Address: 2763 White Sage Dr Henderson NV 89052
Violation Type: SUCI Architectural - Landscaping - Maintenance
Inspection Date (if applicable): Wednesday, July 23, 2014
Reference/Requirements: Section IV.J of the Design Guidelines - It has been noticed that your lot has 5 dead plants and one dead tree. Please remove the dead plants and tree and if need be replace them insuring that you meet minimum landscape requirements.

The decision of the Covenants Committee hearing panel is:

There is a violation of the Governing Documents as referenced above. Therefore, an initial fine of \$25.00 shall be imposed. If the violation is not cured within 14 days after the initial fine, the violation shall be deemed a continuing violation. Thereafter the continuing violation fine of \$25.00 shall be imposed for each seven day period or portion thereof that the violation is not cured. A delinquent account that is referred for collection shall result in the loss of Membership privileges for as long as the collection action continues.

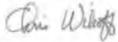
Please be advised that it is your responsibility to advise the Association, in writing, when the violation is corrected. A homeowner response form is enclosed for your convenience, or you may e-mail the Association at homeownerresponse@scacai.com, or you may utilize the response form on the HOA Web site or mail/fax in your response using the address or fax number listed at the top of this letter.

Lastly, you have the right to appeal this decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association within 15 days from the date of this letter. The appeal must be mailed or delivered to 2450 Hampton Road, Henderson, NV 89052, or e-mailed to homeownerresponse@scacai.com. Additionally, The Board of Directors invites you to appear in person to testify and answer questions at your appeal. Please indicate in your written appeal if you wish to appear in person and provide a current phone number and/or e-mail address so we can schedule the time for your meeting with the Board of Directors. If you do not choose to appear in person then the board will make their decision based on information in Association records and the information you provide in your written appeal so please provide all of the information you would like the board to consider.

For questions or comments regarding this letter please contact the Community Standards Department at (702)638-5751 or compliance@scacai.com.

Both the HOA and Red Rock have obstructed the adjudication of Tobin's claims on their merits to prevent adjudication of this issue of first impression: is foreclosure an exception to an owner's notice & due process rights because it's not a sanction for an alleged violation of the CC&Rs?

On behalf of the Association,


Chris Wikoff
Sun City Anthem Community Standards Manager
FirstService Residential