

# EXHIBIT F

Steven Scow filed meritless claims, motions and oppositions to evade judicial scrutiny of inculpatory evidence

1. [6/23/20 motion to dismiss](#) all Tobin's A—19-799890-C claims with prejudice pursuant to NRCP 12(b)(5) (non-mutual claims preclusion) & NRCP 12(b)(6) (failure to join the HOA per NRCP 19 to protect its interest in the excess proceeds)
2. [8/3/20 Reply in support](#) of motion to dismiss contains misrepresentations of material facts perpetuating the false narrative that I was never granted leave to intervene as an individual in 2017.
3. 2/3/21 Complaint for Interpleader – after Scow, who was instructed by Red Rock to interplead them on 8/28/14, rebuffed distribution of the excess proceeds to Tobin, the sole claimant, whose civil claims ([1/31/17](#), [8/7/19](#), [6/3/20](#), [3/8/21](#), and [4/12/21](#)) have never been heard ([2/24/22 DECL](#), [2/27/22 DECL](#) over Scow's unwarranted and meritless oppositions ([4/16/21](#), [4/27/21](#), [4/29/21](#), [5/11/21](#), [8/19/21](#), [11/16/21](#), [12/28/21](#), and [1/19/22](#)))
4. [4/16/21 motion to dismiss](#)
5. [12/3/20 order](#) granting Red Rock's motion and all the joinders was unfair and erroneous as it was based solely on opposing counsels' misrepresentations and my [seven-pages of objections](#) were ignored in their entirety.

## Implicated NRPC provisions

Rule 3.1. Meritorious Claims and Contentions.

A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous

Rule 3.4. Fairness to Opposing Party and Counsel.

(a) Unlawfully obstruct another party's access to evidence or unlawfully alter, destroy or conceal a document or other material having potential evidentiary value.

(b) Falsify evidence

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

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.

## **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.

# **EXHIBIT F**

# EXHIBIT F-1

## SCOW MISREPRESENTS THE FACTS & THE RECORD IN THE 6/23/20 MOTION TO DISMISS

### PAGE 2-3

25 Further, Tobin is judicially estopped from now claiming that she was the owner of  
26 the subject property in her individual capacity when she has previously asserted that the  
27 Gordon B. Hansen Trust was the owner of the property, and, as such, Tobin has no  
1 standing to sue.

2 Even setting aside Tobin's previous litigation, Tobin's claims are still improper  
3 against Red Rock. Her claim for unjust enrichment is clearly time-barred and is otherwise  
4 improperly pled, and her claims for quiet title and declaratory relief are improper,  
5 because Red Rock does not assert any interest in the subject property and Tobin has no  
6 justiciable claim against Red Rock.

7 Finally, Tobin is attempting to void the HOA foreclosure sale, which, if  
8 successful, will impede the HOA's ability to protect its interest in the proceeds of the  
9 foreclosure sale. The HOA's joinder to this action is, therefore, required under NRCP 19.  
10 The fact that Tobin cannot name the HOA as a party because the claims against the HOA  
11 have already been litigated is further proof of the impropriety of the current action.

**SCOW KNOWS THE ELEMENTS OF JUDICIAL ESTOPPEL ARE NOT MET, BUT HE KNOWS INNUENDO WORKS ON JUDGES.**

**TOBIN'S STATEMENTS OF OWNERSHIP ARE ALL CONSISTENT, AND ALL OPPOSING COUNSELS KNOW IT, BUT CHOOSE TO LIE ABOUT IT TO OBSTRUCT HER CLAIMS BEING HEARD ON THEIR MERITS.**

1. She filed an individual claim on 1/31/17, both as the trustee of, and as an individual beneficiary of the Hansen Trust that owned the property at the time of the sale.
2. On 3/28/17, as trustee, she transferred the Trust's sole asset to herself as the sole beneficiary and closed the trust. If her opponents had not obstructed it, she could have proceeded solely as an individual, pursuant to NRS 40.010, as the successor in interest of the closed Hansen Trust.

**EXHIBIT 1 (TOBIN'S 1/31/17 CROSS-CLAIM VS. THE HOA & FICTITIOUS DEFENDANTS) TO SCOW'S 6/23/20 MOTION SHOWS TOBIN IS CONSISTENT IN HER CLAIM THAT SHE WAS PREVIOUSLY A PARTY AS AN INDIVIDUAL AND AS THE SUCCESSOR TRUSTEE**

1 NONA TOBIN, an individual, Trustee of the  
2 GORDON B. HANSEN TRUST, dated  
3 8/22/08  
4 Cross-Claimant,  
5 vs.  
6 SUN CITY ANTHEM COMMUNITY  
7 ASSOCIATION, INC., DOES 1-10, and ROE  
8 CORPORATIONS 1-10, inclusive,  
9 Cross-Defendants.

0 **CROSSCLAIM**

1 COMES NOW, Defendant-In-Intervention/Cross-Claimant, NONA TOBIN, Trustee of  
2 the Gordon B. Hansen Trust, (hereinafter "*Cross-Claimant*" or "*TOBIN*"), in proper person, and  
3 hereby submits her cross claim for quiet title against SUN CITY ANTHEM COMMUNITY  
4 ASSOCIATION, INC ("*Cross-Defendant*" OR "*HOA*") as follows:

5 **I.**  
6 **PARTIES**

7 1. Cross-Claimant, NONA TOBIN, is an Individual, and is a resident of Sun City  
8 Community Association, Inc. (Herein "*HOA*") Henderson, Nevada. TOBIN is a both a  
9 beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein "*GBH TRUST*"), dated  
0 8/22/08, the titleholder of the Subject Property at the time of the disputed foreclosure sale  
1 (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

2 2. Cross-Defendant, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC is a  
3 Nevada Non-profit Corporation formed under NRS 82 and operating under NRS 116. The HOA  
4 managed its business entirely through HOA AGENTS under contract from inception until the

2

**TOBIN HAS STANDING, AND WAS A NECESSARY PARTY UNDER RULE 19 BECAUSE OF HER 3/28/17 DEED, AND SCOW KNOWS IT.**

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

**NRS 30.130 Parties.** When declaratory relief is sought, all persons shall be made parties who have or claim any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not parties to the proceeding. In any proceeding which involves the validity of a municipal ordinance or franchise, such municipality shall be made a party, and shall be entitled to be heard, and if

**Rule 19. Required Joinder of Parties**

(a) **Persons Required to Be Joined if Feasible.**  
 (1) **Required Party.** A person who is subject to service of process and whose joinder will not deprive the court of subject-matter jurisdiction must be joined as a party if:  
 (A) in that person's absence, the court cannot accord complete relief among existing parties; or  
 (B) that person claims an interest relating to the subject of the action and is so situated that disposing of the action in the person's absence may:  
 (i) as a practical matter impair or impede the person's ability to protect the interest; or  
 (ii) leave an existing party subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations because of the interest.

**SCOW'S CLAIM THAT THE HOA WAS A NECESSARY PARTY UNDER RULE 19 IS DISINGENUOUS AT BEST.**

1. Scow knows the HOA was paid in full in 2014 and has no claim on the excess proceeds.
2. If the HOA was necessary as Scow claimed in his 6/23/20 motion to dismiss Tobin's unheard claim for the proceeds per NRCP 12(b)(6), then why didn't Scow name the HOA as a defendant in his unwarranted A-21-828840-C interpleader complaint?
3. Scow know that Tobin is the only party who has made repeated attempts to claim the excess proceed, and that his repeated obstruction to distributing the proceeds to her as the sole claimant is acting in bad faith.

9	DISTRICT COURT	
10	CLARK COUNTY, NEVADA	
11		
12	RED ROCK FINANCIAL SERVICES,	Case No.: A-21-828840-C
13	Plaintiff,	Dept.:
14	vs.	COMPLAINT FOR
15	NONA TOBIN, as an individual and as Trustee	INTERPLEADER (NRCP 22)
16	of the GORDON B. HANSEN TRUST DATED	EXEMPT FROM ARBITRATION:
17	8/22/08; REPUBLIC SERVICES, INC. a	ACTION SEEKING EQUITABLE
18	Nevada corporation; WELLS FARGO, N.A., a	RELIEF IN THE FORM OF
19	Nationstar Mortgage, LLC, a Delaware company; and	INTERPLEADER (N.A.R. 3(A))
20	DOES 1-100;	
	Defendants.	

**PAGE 1336 OF THE RESIDENT TRANSACTION REPORT  
(UNDOCTORED VERSION) SHOWS THE HOA WAS PAID IN FULL BY AN  
8/21/14 "COLLECTION PAYMENT" OF \$2,701.04.**

04/01/2015 11:44:10 AM

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

Building: 0002 SCA Big Sky  
2450 Hampton Rd  
  
Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
0480 01	Gordon B Hansan 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
	Charge		12/31/2013	LF	Late Fees		25.00	1,793.81
	Credit		12/31/2013	LF	Reverse LF		-25.00	1,768.81
	Charge		01/01/2014	SQA	Sun City Anthem QT 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
	Charge		08/27/2014	INT	RRFS INT 7/14		08.36	2,701.04
	Pay		08/27/2014		Collection Payment PIF	082114	-2,701.04	00.00
	Charge		08/29/2014	FINE	Landscape Maint.		25.00	25.00
	Charge		08/30/2014	INT	Interest		09.57	34.57
	Credit		08/30/2014	INT	REV 08/14 INT		-09.57	25.00
	Charge		09/05/2014	FINE	Landscape Maint		25.00	50.00
	Charge		09/12/2014	FINE	Landscape Maint		25.00	75.00
	Charge		09/23/2014	FINE	Landscape Maint, 9,19.1		25.00	100.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	75.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	50.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	25.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	00.00
							Res Balance	00.00

Page: 1336

**SCOW HAS REBUFFED ALL TOBIN'S ATTEMPTS TO CLAIM  
THE EXCESS PROCEEDS AND NOW SAYS THEY ARE TIME-  
BARRED.**

TOBIN. 4444

**NONE OF THE EXHIBITS (REQUESTS FOR JUDICIAL NOTICE) TO SCOW'S 6/23/20 AND 4/16/21 MOTIONS TO DISMISS CONTAIN VERIFIED EVIDENCE TO SUPPORT HIS CLAIM THAT THE HOA SALE WAS PROPERLY CONDUCTED.**

Scow's 1080-page [4/16/21 A-21-828840-C motion to dismiss](#) has 9 exhibits. Exhibit 7 is Scow's 465-page 6/23/20 A-19-799890-C motion to dismiss which itself has 6 exhibits of which Exhibits 1-4 are duplicates.

All the verified evidence in the exhibits to either of the HOA's motion for summary judgment (Exhibit 2) and the resulting orders in 4/16/21 MDSM Exhibits.

**Exhibit 1 [Tobin 1/31/17 Cross-claim](#) vs. SCA & DOEs & ROEs**

1. (page 616 # 1) and caption shows that Tobin was a party and filed her 1/31/17 pro se cross-claim vs. SCA as an individual as well as the trustee of the Gordon B. Hansen Trust, dated 8/22/08
2. (page 617 # 2, 628, #3-8) articulates why Red Rock/FSR were not a named defendant in addition to its principal, Sun City Anthem
3. (page 624-625 # 57 - 65 FIRST CAUSE OF ACTION: QUIET TITLE AND EQUITABLE RELIEF: THE HOA SALE IS VOID AS IT WAS STATUTORILY NON-COMPLIANT
4. (page 625 # 66 - PAGE 628 # 73 SECOND CAUSE OF ACTION (not properly labeled and formatted) THE HOA SALE IS NULL AND VOID FOR NONCOMPLIANCE WITH HOA GOVERNING DOCUMENTS AND HOA BOARD POLICY
5. (page 629-631 #78 -86) THIRD CAUSE OF ACTION: CIVIL CONSPIRACY
6. (page 631 632 # 87 - 94) FOURTH CAUSE OF ACTION : FRAUDULENT CONCEALMENT
7. (page 632 - 633 # 95-97) FIFTH CAUSE OF ACTION:
8. (page 633 - 635 # 98 - 108) SIXTH CAUSE OF ACTION : BREACH OF CONTRACT

**Exhibit 2 is [SCA's 2/5/19 MSJ](#)** as to the quiet title claim of the Hansen Trust is supported only by the unverified, uncorroborated Red Rock Foreclosure file and is contradicted by Tobin's evidence that is found in the other exhibits.

**Exhibits to SCA's 2/5/19 contain verified documents that support Tobin's claims**  
**SCA MSJ Exhibit 15 [5/8/14 MZK \\$367,500 purchase offer](#)** disclosed on 7/13/18 as Tobin 074-079 - Tobin accepted a purchase offer from high bidder MZK on 5/8/14, but Nationstar obstructed the sale

SCA MSJ Ex 17 [10/13/14 Tobin to Leidy email](#) discusses how Red Rock told Tobin the excess proceeds had been remitted to the court for interpleader

SCA MSJ Ex 19 [1/3/14 RRFs](#) 2-page homeowner progress report shows how Red Rock mishandled payments, requests for pay off figures and (I later learned) falsified the records to cover it up

All the rest of the HOA MSJ exhibits are the fruit of the poison tree, the [false, fraudulent and falsified Red Rock foreclosure file](#) produced by Steven Scow and utilized by David Ochoa for the HOA instead on the HOA's verified official records that contradict Scow's corrupt file.

**Exhibit 3 3/5/19 Tobin/Hansen Trust opposition to SCA MSJ and NSM ltd joinder** contains Tobin's statements under penalty of perjury that is verified evidence

1. (page 909 # 22 & 23)- Red Rock misapplied check 143 to fees instead of to assessments (NRS 116A.640(8) and added unauthorized fees
2. (page 910, # 29) Red Rock recorded a lien without notice on 12/14/12 for \$925.76 when \$275 assessments and a \$25 late fee were actually due and owing.
3. (page 911, # 34-36) Red Rock covertly and without legal authority rejected Miles Bauer \$825 tender (NRS 116A.640(9))
4. (page 911, #41) Red Rock also covertly rejected Nationstar's 5/28/14 tender on 6/5/14 (and concealed it by falsifying the records is something I learned later) (NRS 116A.640(9))
5. (page 911-912, #42-43) no notice of sale in effect because the 2/12/14 notice of sale had been cancelled with the ombudsman
6. (page 912, #44) foreclosure deed relied on the definition of default in the 3/12/13 rescinded Notice of Default, i.e., that there were no payments after 7/1/12 which is false because there was check 143 in 2012, Miles Bauer \$825 in 2013, and Nationstar's \$1100 in 2014, all that were covertly and unlawfully rejected by Red Rock.
7. (page 912 # 46) she received no notice whatsoever of the sale from the HOA or Red Rock and that Nationstar
8. (page 912, # 47) Red rock did not deliver the foreclosure deed to the Ombudsman
9. (page 912, # 48-49) Red Rock did not distribute any of the proceeds of the sale except \$2,701.04 to the HOA as payment in full of Gordon Hansen's account on 8/21/14
10. (page 913, # 50) HOA agents did not comply with the legal framework controlling the due process required before sanctioning the estate of the deceased homeowner with confiscation of her property for the alleged violation of delinquent assessments
11. (page 913, # 52 - 914# 66) Tobin accepted four fair market value, arms length purchase offers between \$310,000 and \$395,000 that could not close escrow (due to servicing banks BANA and Nationstar falsely claiming that the unidentified beneficiary did not approve them) before Red Rock sold the property for \$63,100 with no notice to any of the bona fide purchasers, Tobin, or the HOA membership at large.
12. (page 914, # 67-68) Nationstar's limited joinder must be denied
13. (page 914, exhibit 6) Tobin check 143 that cured the delinquency of 7/1/12-9/30/12 assessments (see SCA 618 and RRFs 402)
14. (page 971, exhibit 7) Page 1335 resident transaction report

15. (page 972, exhibit 7) Page 1336 resident transaction report Tobin 052 that was falsified by Red Rock in RRFS 083
16. (page 973, exhibit 7) Page 1337 RTR Tobin 053 concealed by all shows Jimijack was 2nd owner not Opportunity Homes
17. (page 975, exhibit 8) 12/14/21 lien for \$925.76 when \$300 was due for 10/1/12-12/31/12 because chk 143 paid through 9/30/12 SCA 618 RRFS 402 NRS 116A 640 (8) - recorded without the required notice of intent to lien
18. (page 990 exhibit 13) 3/28/14 RRFS demand for \$4,962.64 to Chicago Title to close \$340K cash sale - page 6 (997) shows falsified records
19. (page 997, exhibit 13) 3/27/14 SCA BOD approval of \$400 fee waiver that RRFS falsified on RRFS 076 and was concealed by all parties. Tobin 73 Board adjustment that was erased by RRFS on RRFS 076
20. (page 991, exhibit 13) Tobin 67 W-9 88-0358132 FSR dba RRFS, a partnership, not an LLC
21. (page 999, exhibit 14) Tobin 080 is the Ombudsman compliance screen that shows RRFS cancelled the 2/12/14 notice of sale, cancelled the 5/15/14 sale, did not publish a new NOS prior to the 8/15/14 sale, and did not deliver the foreclosure deed to the Ombudsman as required by NRS 116.31164(3)(b)(2013)

**Exhibit 4 4/18/19 NEOJ order granting SCA MSJ for quiet title and NSM joinder**

TOBIN 1005 MDSM - TOBIN 1018 MDSM

**Exhibit 5 6/24/19 Order** after 6/5/19 bench trial

TOBIN 1020 MDSM - TOBIN 1471 MDSM

**Exhibit 6 Tobin 6/3/20 1st amended complaint**

TOBIN 1035 MDSM

**Exhibit 7 RRFS 6/23/20 motion to dismiss 6/3/20 Tobin 1st amended complaint**

TOBIN 1054 MDSM - TOBIN 1518 MDSM

Also found in Appellant's Appendix appeal 82294 Volume 16, AA3257-AA3390; Volume 17, AA3391 – AA3608; and Volume 18, AA3609 – AA3776)

**EXHIBITS TO RRFS 6/23/21 A-19-799890-C MOTION TO DISMISS**

1. **1/31/17 Tobin CRCM** vs. SCA TOBIN 1069 MDSM
2. **2/5/19 SCA MSJ** as to the Hansen Trust's quiet title claim TOBIN 10696 MDSM
3. **3/5/19 Tobin OPPM/DECL** opposition to SCA 2/5/19 SJ with DECL TOBIN 1343 MDSM
4. **4/18/19 ORDER** granting SCA MSJ & NSM joinder (1459)
5. **2/1/17 Tobin/Hansen Trust AACC vs. Jimijack (TOBIN1474 MDSM)** with 1st COA (Quiet title and Equitable Relief (1482)); 2nd COA: Fraudulent Re-

conveyance (June 9 2015 Quit claim deed was ineffective to convey interest (1485); 3rd COA: Unjust Enrichment (1487); 4th COA: Civil Conspiracy (1489); 5th COA Preliminary and permanent injunctions (1492); Tobin 2/1/17 AACC exhibits: Ex 1 - Jimijack's fraudulent deed (1498); Ex 2 Resident Transaction report showing Jimijack was the 2nd owner, not Opportunity Homes (1502); Exhibit 3 (1505) GVLAR policy prohibiting use of the MLS to market HOA foreclosed properties; Exhibit 4 (1508) MLS property archive 2/16/12-10/23/15 ;

6. **11/22/19 post-trial order** declaring Nona Tobin was a non-party and all her filings were stricken unheard (1512)

### **Exhibit 8 [12/3/20 order granting RRFs 6/23/20 motion to dismiss](#) 6/3/20 Tobin 1st amended complaint and all joinder thereto**

Note that this order was entered over [seven-pages of my objections](#) that were just attached to the order, but not considered in the order.

### **Exhibit 9 Tobin's [3/8/21 AACC/CRCM](#) and motion for sanctions was entitled**

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

Note that Exhibit 9 of Scow's 4/16/21 motion to dismiss is 131 pages of which 90 pages are verified evidence to support my claims found in the 22 exhibits linked below. However, he was successful and by orders entered on 9/10/21 and 11/30/21, none of these claims nor my petition for sanctions were heard on their merits, and were dismissed on the erroneous grounds of res judicata without the judge requiring Scow to produce one iota of evidence to support the motion to dismiss.

[210308 Tobin AACC/CRCM](#)

[3/8/21 AACC Exhibit 1 APN 191-13-811-052 Clark County property record and allegations of fraud vs. all opposing parties 3/8/21](#)

[3/8/21 AACC Exhibit 2 the sale was void for rejection of assessments](#)

[3/8/21 AACC Exhibit 3 The alleged default was cured three times](#)

[3/8/21 AACC Exhibit 4 SCA Board did not authorize the sale by valid corporate action](#)

[3/8/21 AACC Exhibit 5 Required notices were not provided & records were falsified](#)

[3/8/21 AACC Exhibit 6 SCA Board imposed ultimate sanction with NO due process](#)

[3/8/21 AACC Exhibit 7 Neither BANA nor NSM ever owned the disputed DOT](#)

[AACC Exhibit 8 Examples of Red Rock's corrupt business practices](#)

[3/8/21 AACC Exhibit 9 Attorneys' lack of candor to the tribunal](#)  
[3/8/21 AACC Exhibit 10 the proceeds of the sale were not distributed pursuant to NRS 116.31164 \(2013\)](#)  
[3/8/21 AACC Exhibit 11 Red Rock's fraud, unfairness and oppression](#)  
[3/8/21 AACC Exhibit 12 Attorney Interference in the Administration of Justice](#)  
[3/8/21 AACC Exhibit 13 Lack of Professional Ethics and Good Faith](#)  
[3/8/21 AACC Exhibit 14 Presented false evidence to cover up crime](#)  
[3/8/21 AACC Exhibit 15 Civil Conspiracy to cover up racketeering warrants punitive damages](#)  
[3/8/21 AACC Exhibit 16 Republic Services lien releases](#)  
[3/8/21 AACC Exhibit 17 Nona Tobin standing as an individual](#)  
[3/8/21 AACC Exhibit 18 Relevant Statutes and Regulations](#)  
[3/8/21 AACC Exhibit 19 Relevant HOA governing documents provisions](#)  
[3/8/21 AACC Exhibit 20 Administrative complaints related to the APN: 191-13-811-052 title](#)  
[3/8/21 AACC Exhibit 21 Nevada court cases linked to the 2763 White Sage title dispute](#)  
[3/8/21 AACC Exhibit 22 1/31/17 cross-claim vs. HOA and its agents FIFTH CAUSE OF ACTION: UNJUST ENRICHMENT](#)

# EXHIBIT F-2

## SCOW MADE FALSE STATEMENTS IN 8/3/20 RIS

Steven Scow knows this is not true, but, in lock-step with the other corrupt attorneys, says it repeatedly until three courts believed it. This lie supports the false narrative that claims preclusion applies to my un-adjudicated individual claims is to make the court believe that the only reason they weren't adjudicated was because I never brought them as an individual, not because I was forced out of the case by unscrupulous attorneys who used corrupt measures to prevent my individual claims from being heard on their merits, including meeting ex party with the judge to settle the case

11 Contrary to Tobin's assertions in her opposition, she, as an individual, never  
12 attempted to file any pleadings to appear in the previous action. While she asserts that  
13 she obtained an order to intervene in the previous action, (see Opposition at 3:10-14), it is  
14 clear from a review of the order that Tobin, as trustee of the revocable trust, was allowed  
15 to intervene, not Tobin the individual. (See, Exhibit 1 of Tobin's Opposition). Thereafter,  
16 Tobin, as trustee, filed her cross-claims wherein she alleged that the Trust owned the  
17 Property. (See, Exhibit 1 to Red Rock's Motion to Dismiss).

## 4/27/17 I WAS AFFIRMED AS A PARTY AS AN INDIVIDUAL

The HOA's 3/22/17 motion was to dismiss Nona Tobin, in both her capacities, for not having an attorney.

The 4/27/17 hearing transcript excerpts show that the court denied the motion "as to the individual".

Page 8, lines 7-15

THE COURT: Okay. Nona Tobin, an individual, and Trustee. She has it as both roles. So does your Motion to Dismiss only go to the role as a Trustee or are you saying as a –

MR. OCHOA: It would go to both, Your Honor. Our understanding is there's no individual interest. There couldn't possibly be. It wasn't -- I understand how she -- she drew the caption, but there is no individual interest. The interest was in the Trust.

Page 12, lines 3-5

MR. OCHOA: We believe the unauthorized practice of law is not a correctable issue. It's void *ab initio* and we would request that the claims be dismissed, Your Honor.

Page 12, lines 11-14

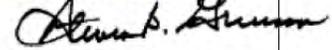
THE COURT: Okay. So the Court's going to rule on Sun City Anthem Community Association's Motion to Dismiss cross claimant Nona Tobin as Individual and Trustee of the Gordon B. Hansen's Trust Cross-Claim.

Page 12, lines 21-23

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

On 3/12/19, I remained a party when the caption was reformed by stipulation.

Electronically Filed  
3/12/2019 6:43 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 **NTSO**  
2 MELANIE D. MORGAN, ESQ.  
3 Nevada Bar No. 8215  
4 DONNA M. WITTIG, ESQ.  
5 Nevada Bar No. 11015  
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12  
13 *Attorneys for Defendant in*  
14 *Intervention/Counterclaimant, Nationstar*  
15 *Mortgage LLC*

16 **DISTRICT COURT**  
17 **CLARK COUNTY, NEVADA**

18 JOEL A. STOKES and SANDRA F. STOKES,  
19 as trustees of the JIMJACK IRREVOCABLE  
20 TRUST,

21 Plaintiff,

22 vs.

23 BANK OF AMERICA, N.A.,

24 Defendant,

25 NATIONSTAR MORTGAGE LLC

26 Counter-Claimant,

27 vs.

28 JIMJACK IRREVOCABLE TRUST,

Counter-Defendant,

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

Counter-Claimant,

vs.

JOEL A. STOKES and SANDRA F. STOKES,  
as trustees of the JIMJACK IRREVOCABLE  
TRUST, SUN CITY ANTHEM  
COMMUNITY ASSOCIATION, INC., YUEN  
K. LEE, an Individual, d/b/a Manager, F.  
BONDURANT, LLC, and DOES 1-10, and  
ROE CORPORATIONS 1-10, inclusive,

Counter-Defendants.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept. No.: XXXI

**AMENDED NOTICE OF ENTRY OF  
STIPULATION AND ORDER  
REFORMING CAPTION**

AKERMAN LLP

1635 VILLAGE CENTER CIRCLE, SUITE 200  
LAS VEGAS, NEVADA 89134  
TEL.: (702) 634-5000 – FAX: (702) 380-8572

I was only removed as a party because the judge believed opposing counsels' [4/23/19 ex parte misrepresentations](#) made for the corrupt purpose of preventing a judicial decision on my [4/10/19 motion for summary judgment vs. Jimijack](#) or my [counsel's unfiled MSJ vs. all parties](#) based on my [4/17/19-filed verified evidence](#).

Page 1 4/23/19 ex parte minutes

DISTRICT COURT  
CLARK COUNTY, NEVADA

Other Title to Property	COURT MINUTES		April 23, 2019
A-15-720032-C	fJoel Stokes, Plaintiff(s) vs. Bank of America NA, Defendant(s)		
April 23, 2019	9:00 AM	All Pending Motions	
HEARD BY:	Kishner, Joanna S.	COURTROOM:	RJC Courtroom 12B
COURT CLERK:	Natalie Ortega		
RECORDER:	Sandra Harrell		
<b>PARTIES</b>			
PRESENT:	Hong, Joseph Y.	Attorney for Plaintiff	
	Morgan, Melanie D.	Attorney for Defendant - Nationstar	

JOURNAL ENTRIES

- TOBIN OPPOSITION TO NATIONSTAR MOTION FOR SUMMARY JUDGMENT AGAINST JIMIACK AND COUNTERMOTION FOR SUMMARY JUDGMENT TOBIN OPPOSITION TO NATIONSTAR MOTION FOR SUMMARY JUDGMENT AGAINST JIMIACK AND COUNTERMOTION FOR SUMMARY JUDGMENT

COURT NOTED on April 9, 2019 a Notice of Appearance was filed; however a Notice of Withdrawal was never received from Mr. Mushkin's firm on behalf of Ms. Tobin. Mr. Hong stated Mr. Mushkin's office represented Tobin as the trustee for the Hansen Trust, not as an individual. Further, when Ms. Tobin appeared in the case originally, in proper person, the Court advised her she did not have standing because she was not the trustee. Thereafter, she appeared as the trustee and Mr. Mushkin represented her. Further, she did not have standing due to as an individual she did not have anything to do with this case. Additionally, when the Court granted the HOA's Motion for Summary Judgment against the Trust that concluded. Therefore, Ms. Tobin filed an opposition/counter-motion in proper person, individually. Ms. Tobin did not have standing in this case. The only party that had standing was the trust being they were the former owner when the foreclosure occurred. Moreover, Ms. Tobin intervened in the other case that was consolidated with this case as a trustee. COURT FURTHER NOTED in was in receipt of a Notice of Settlement of Nationstar, Joel Stokes and Sandra F.

PRINT DATE: 05/09/2019

Page 1 of 3

Minutes Date: April 23, 2019

## Page 2 4/23/19 ex parte minutes

**JIMIACK & NATIONSTAR HAD TO PREVENT TOBIN'S CLAIMS FROM BEING HEARD AS TOBIN HAD EVIDENCE THAT NEITHER NSM NOR JIMIACK HAD STANDING TO ASSERT A QUIET TITLE CLAIM AGAINST TOBIN AS AN INDIVIDUAL BECAUSE NEITHER ONE OF THEM HAD ANY VERIFIED EVIDENCE TO SUPPORT A CLAIM OF OWNERSHIP AND NEITHER ONE OF THEM HAD FILED ANY QUIET TITLE CLAIMS AGAINST TOBIN TO BE ADJUDICATED AND NEITHER SCA NOR NSM HAD STANDING TO OPPOSE TOBIN'S CLAIMS AGAINST JIMIACK BECAUSE THEY HAD NO INTEREST IN THE TITLE. IF NSM EVER DID HAVE AN INTEREST, IT WAS WAIVED BY NEVER RECORDING A NOTICE OF DEFAULT**

A-15-720032-C

Stokes as Trustee of the Jimijack Irrevocable Trust stating that it had reached agreement on all material terms. Upon Court's inquiry, counsel stated that the May 7, 2019 Motion for Summary Judgment hearing could be moot. Ms. Morgan stated they would withdraw the motion. COURT FINDS there was a Notice of Appearance from the Sun City Anthem and there was not anything else that remained this case. Further, the Court would need to set a status check as to settlement documents between the parties that filed a Notice of Settlement on April 12, 2019. Ms. Morgan stated Nona Tobin still had claims against Jimijack. Upon Court's further inquiry, Mr. Hong acknowledged that Mr. Mushkin was counsel for the trustee and he was counsel for Jimijack. Mr. Hong stated based on this Court's previous Order for Summary Judgment in Favor of the buyer, Opportunity Homes, it would be requested to file a simple motion mirroring the Court's Order similar to a res judica noting that the claims alleged by the trust were identical. COURT NOTED it could not grant any oral leave without a hearing or other parties present. COURT FINDS there was a rogue document filed, Notice of Appearance on April 9, 2019 of Nona Tobin in Proper Person. There was not leave sought by Ms. Tobin for any individual capacity. Further, the only portion of this case in which Ms. Tobin was involved, in any capacity, was as Trustee of the Gordan B. Hansen, August 22, 2008. In that capacity Ms. Tobin was represented by counsel. That counsel had not filed any motion to withdraw, any pleadings on behalf of Ms. Tobin as Trustee for Gordan B. Hansen Trust would need to be filed by counsel.

## Page 3 4/23/19 ex parte minutes

A-15-720032-C

should strike the April 19th Response by Nationstar, being it was clarification to enlighten the Court the improper filing of documents. Upon Court's inquiry, Ms. Morgan stated she was not requesting the Court to take action.

As to the remaining underlying documents, Mr. Hong stated they would withdraw and vacate the Stipulation to Extend the briefing scheduling noting it was prepared and filed prior to settlement, that document was now moot. Upon Court's inquiry, Mr. Hong acknowledged the Court could disregard the stipulation as to the briefing schedule. As to the pending Motion for Summary Judgment on May 7th. Ms. Morgan stated that would not be heard stating the only claims remained had been resolved and she would file a Notice of Withdraw. At the request of the movant, no opposition by Mr. Hong, and since only party which could had filed any pleadings, COURT ORDERED, May 7, 2019 Motion for Summary Judgment VACATED.

COURT NOTED the Calendar Call and Bench Trial dates would remain. Further, Nona Tobin as Trustee for the Gordan B. Hansen Trust versus Jimijack were the only remaining parties in these combined cases, A720032 with A730078. Ms. Morgan advised Tobin as Trustee also had pending claims against Yuen K. Lee and F Bonderant LLC. Colloquy regarding the caption.

COURT ORDERED, Status Check SET regarding Settlement Documents.

05/21/19 STATUS CHECK: SETTLEMENT DOCUMENTS

CLERK'S NOTE: Minutes amended to reflect the additional stricken documents as follows: 04/12/19 1:11 AM Notice of Completion of Mediation and 04/12/19 12:39 AM Notice of Appearance.  
ndo05/09/19

The 4/17/19 Table of Contents of Exhibits shows my verified evidence is substantial and had the court considered it, the case would have concluded in my favor in 2019.

No opposing party has produced any evidence to refute mine. They just file motions to dismiss my claims per res judicata.

## Exhibit A DECLARATION OF NONA TOBIN opposing Nationstar and Jimijack

Dated APRIL 14, 2019 with exhibits:

1. 9/23/16 Tobin sworn affidavit to support motion to intervene
2. 1/11/17 order that granted Tobin the right to intervene per NRCP 24
3. NSM 190 Jimijack deed page 2 is improperly notarized
4. Thomas Lucas/ Opportunity Homes disclaimer of interest
5. Steve Hansen disclaimer of interest
6. Yuen Lee/F. Bondurant disclaimer of interest
7. Tobin 3/28/17 deed from the Hansen Trust to Tobin as an individual
8. 12/1/14 recorded NSM as BANA attorney-in-fact
9. 3/8/19 NSM rescission of NSM as BANA 12/1/14
10. 3/8/19 NSM as Well Fargo without power of attorney
11. NSM 270-272 inapplicable attorney-in-fact
12. 3/12/15 Wells Fargo itself did substitute trustee and reconveyance correctly for 2nd deed of trust
13. 8/17/15 NSM recorded a fraudulent substitution of trustee for Western Thrift deed of trust
14. NSM 258-259 is NSM's COPY of the Hansen 7/15/04 promissory note
15. NSM 260 are undated endorsements to 3rd parties
16. 2011 Amicus curiae -M. MacDonald, Certified Mortgage Fraud Examiner

## **EXHIBIT 1 Ombudsman Notice of sale Compliance record**

Received on 5/23/16 Authenticated on 4/15/19

Ombudsman's Compliance Record of Actions/Omissions

1. The 2/12/14 Notice of Sale was cancelled on 5/15/14.
2. The 5/15/14 Trustee sale was cancelled.
3. No 2nd notice of sale published the 8/15/14 sale date.
4. No foreclosure deed was ever submitted to the Ombudsman

## **EXHIBIT 2 Resident Transaction Report**

SCA Ownership/Payment Record: Resident Transaction Report

1. "08/27/2014 Collection Payment PIF-\$2,701.04"
2. Jimijack Ir Tst, was the 2nd owner  
"09/25/2014 Account Setup Fee Resale \$225"
3. No record of Thomas Lucas/Opportunity Homes as an owner
4. No record of Yuen K. Lee/F. Bondurant LLC as an owner
5. No record that SCA foreclosed on the property
6. No Asset Enhancement Fee payments recorded from anyone on any date
7. No record of \$63,100 proceeds from the sale

## **EXHIBIT 3 2012-2014 SCA BOARD AGENDAS**

NO AGENDA ITEMS COMPLIANT WITH NRS 116.31083

Note: Numbered list does not reference any specific agendas or items.

The list just enumerates the absence of any SCA Board notice to owners of that any particular properties would be (or were) sold on any particular date

1. No notice of any BOD action to authorize the posting 2763 White Sage for sale
2. No notice of any hearing for the owner
3. No opportunity for the owner to request an open hearing
4. No notice that the sale was scheduled for March 7, 2014
5. No notice that the sale was scheduled for August 15, 2014
6. No notice that 2763 White Sage was foreclosed by SCA
7. No financial report accounting for the \$63,100
8. No delinquency report published as required by Bylaws 3.21(F)(V)

9. No notice to all SCA owners when SCA scheduled any property for sale
10. No notice to SCA owners when any SCA property was sold.

## **EXHIBIT 4 2013-2014 SCA BOARD ACTIONS TO FORECLOSE OR WRITE OFF DEBT**

OF AN UNKNOWN NUMBER OF UNIDENTIFIED PROPERTIES  
JANUARY 10 2013 THROUGH DECEMBER 4 2014

## **EXHIBIT 5 BOD APPROVED THE SALE IN SECRET VIOLATING NRS 116.31083 I NRS 116.31085**

1. SCA disclosed no minutes of any BOD action to authorize this sale or any of the 12 (or more) SCA foreclosures in 2014.
2. SCA response to Tobin ROGGs stated minutes were in SCA000644 - through SCA000654, but SCA disclosures only went up to SCA000643.
3. SCA 000315 reports BOD approval, “Approved 12/5 R05 120513” to sell 2763 White Sage on March 7, 2014 , but
  - a. motion R05 is a vote on the Reserve Study, not on a sale.
  - b. The only published Notice of Sale was posted on 2/12/14.
  - c. Jean Capillupo signed the approval 2/27/14,
4. 12/5/13 President Report states “we took action to foreclose on five properties” that were unidentified
5. SCA000406 “Association Foreclosure Sale Approval” “all twelve properties attached”, signed on 1/9/14, but
  - a. no list of properties was attached
  - b. no action item was on any agenda to authorize posting any property for sale at all, let alone 12 properties identified by address
  - c. no sale date for any property was in any BOD minutes

## **EXHIBIT 6 Relevant NRS provisions from chapters 38, 111, 116, 116A, 205, 240**

### **Exhibit 7 Table of Authorities**

1. compiled by Nona Tobin
2. SCA bylaws 3.20/3.18 prohibiting delegation of certain BOD duties
3. SCA bylaws 3.21(f)(v) requiring quarterly delinquency report
4. Analysis of NRS 116 requirements for valid in BOD action in compliant meetings
5. SCA bylaws 3.15A permissible topics/actions in closed BOD meetings
6. SCA BOD Resolution Establishing the Governing Documents Enforcement Policy & Process
7. SCA CC&Rs XVI Dispute Resolution and Limitation on Litigation
8. SCA CC&Rs 7.4 Compliance and Enforcement
9. Assemblyman Conklin summary of AB 284 (2011) 2011 Legislative Digest of AB 284 changes to NRS 107 and NRS 205

### **EXHIBIT 8 SCA Response to Tobin ROGGs**

SCA "outsourced" collections and enforcement in violation of SCA bylaws 3.20 and 3.18 (b)(i)

SCA does not account for or control the money collected in violation of SCA bylaws 3.20 and 3.18 (e) (g)

### **EXHIBIT 9 SCA Response to Tobin RFDs**

SCA has no record the property was foreclosed or accounting of the funds collected.

"Minutes (SCA000644-SCA000654)" referenced were not disclosed and do not exist.

### **EXHIBIT 10 ALL RRFs/SCA PROOFS OF SERVICE**

No SCA Proofs of Service were authenticated.

RRFS' proofs in response to Tobin Subpoena were authenticated as complete.

There are no proofs that any notices Tobin disputed were sent.

### **EXHIBIT 11 RELEVANT RRFS/SCA PROOFS OF SERVICE**

Only SCA or RRFS Proofs of Service of Notices to the property (2763 White Sage Drive) or to owner's address of record (2664 Olivia Heights Ave).

Also, no proofs disclosed for any notices Tobin disputed. Tobin did not dispute 2/12/14 NOS was sent, just that it was post po ed more than three times so no one knew when it was scheduled or when it occurred.

Tobin claimed no second NOS was published after the notice of 3/7/14 sale was canceled by a letter from Red Rock to the Ombudsman.

### **EXHIBIT 12 CLAIMS AGAINST NATIONATER**

1. BANA and NSM obstructed five sales at fair market value
2. BANA took possession without foreclosing in 2013
3. Banks blocked HOA from being paid \$3,055.47 from June 2013 escrow
4. NSM refused to identify the beneficiary
5. BANA and NSM recorded false claims against title
6. NSM and BHHS concealed inculpatory evidence (Equator file)
7. NSM let the HOA sell for \$63,100 when \$358,800 offer was pending lender approval
8. NSM faked two powers of attorney

# EXHIBIT F-3

## ATTORNEYS WIGHT, HONG & WOOD KNOWINGLY MISREPRESENTED THE FACTS TO THE COURT TO PREJUDICE THE ADMINISTRATION OF JUSTICE

<a href="#">8/11/20 HEARING 25:07-MINUTE VIDEO COURT PRODUCED</a>
<a href="#">8/11/20 HEARING MINUTES</a>
<b>FALSE STATEMENTS BY BRODY WIGHT</b>
<b>FALSE STATEMENTS BY JOSEPH HONG</b>
<b>FALSE STATEMENTS BY BRITTANY WOOD</b>
DONNA WITTIG WAS SILENT WHEN OTHERS MISREPRESENTED THE FACTS
<a href="#">8/11/20 TRANSCRIPT</a>
NONA TOBIN, PLAINTIFF VS. JOEL STOKES, DEFENDANT
CASE NO. A-19-799890-C DEPT. XXII
BEFORE THE HONORABLE SUSAN JOHNSON, DISTRICT COURT JUDGE
RECORDER'S TRANSCRIPT OF HEARING RE
DEFENDANT RED ROCK FINANCIAL SERVICES, LLC'S MOTION TO DISMISS
COMPLAINT PURSUANT TO NRCP 12(b)(5) and (6) / NATIONSTAR'S JOINDER
TO DEFENDANT RED ROCK FINANCIAL SERVICES MOTION TO ISMISS FIRST
AMENDED COMPLAINT
APPEARANCES:
For the Plaintiff: JOHN W. THOMSON, ESQ. Via Video Conference
For the Defendant: JOSEPH Y HONG, ESQ. Via Video Conference
For Nationstar Mortgage: DONNA WITTIG, ESQ. Via Video Conference
For Red Rock Financial: BRODY R. WIGHT, ESQ. Via Video Conference
<i>RECORDED BY: NORMA RAMIREZ, COURT RECORDER</i>
TUESDAY, AUGUST 11, 2020 AT 9:29 A.M.
THE COURT: Okay. Good morning, counsel. I'm calling the case of Tobin
versus Stokes, case number A19-799890-C. Would you announce your
appearances for the record and let's go ahead and start with Plaintiff's counsel?
MR. THOMSON: Good morning, Your Honor. John Thomsom appearing for
the Plaintiff, Nona Tobin. My number is 5802.
THE COURT: Okay. Ms. Stokes counsel.
MR. HONG: Yes. Good morning, Your Honor. Joseph Hong for the Stokes
[indecipherable].
THE COURT: Okay. And then it looks like we have Nationstar and Red Rock
Financial Services.

### IMPLICATED NV. RULES OF PROFESSIONAL CONDUCT

**Rule 3.1.  
Meritorious Claims  
and Contentions.**

**Rule 3.3. Candor  
Toward the Tribunal  
(a)(1)(2)(3)(b)**

**Rule 3.4. Fairness  
to Opposing Party  
and Counsel(a)(b)**

**Rule 3.5A. Relations  
With Opposing  
Counsel**

**Rule 4.1.  
Truthfulness in  
Statements to Others  
(a)(b)**

**Rule 4.4. Respect  
for Rights of Third  
Persons.(a)**

**Rule 8.3. Reporting  
Professional  
Misconduct.**

**Rule 8.4.  
Misconduct(a)(d)**

MS. WITTIG: Good morning. Donna Wittig on behalf of Nationstar Mortgage.

THE COURT: Red Rock. Is Red Rock counsel on? Well, it's Red Rock Financial Services Motion to Dismiss. I'm just wondering who is gonna be arguing that.

MR. HONG: Your Honor, this is Joseph Hong for the Stokes. Red Rock counsel contacted me because they're having some technical difficulties it seems like.

THE COURT: Okay. We haven't seen that message.

MR. HONG: They said they emailed your law clerk also. The reason they called me to say, hey, are we still going forward and I said yes, we're just on hold because the Judge [indecipherable] cases -- other cases called so I'm not understanding why they're on the line. They should be but I'll let them right now that -- [indecipherable] a few minutes ago.

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MR. WIGHT: And this is Brody Wight with Red Rock. [indecipherable].

THE COURT: Oh, you got on. Okay. Cool.

MR. WIGHT: I did get on. I got -- I got on -- some wrong meeting for a minute. I don't know what happened but now I'm on.

THE COURT: Okay. Well, it's your motion to dismiss. Oh, okay. And we got Brittany Wood for Quicken Loans, right?

MS. WOOD: As well as Brian Chiesi, Your Honor.

THE COURT: Okay. Could you spell that name, please?

MS. WOOD: It's misspelled in the caption but it's correctly spelled C-h-i-e-s-i.

THE COURT: Okay. Very good. Okay. Well, let's go ahead and hear from you, Mr. Wight.

MR. WIGHT: All right. And for the record, again this is Brody Wight on behalf of Red Rock Financial services. I don't have much to say, Your Honor. I think our motion is pretty self-explanatory in that this is -- in effect this is just an intent at gamesmanship. This is Nona Tobin's attempt to re-try her case once again. I mean, it's clearly [indecipherable]. You went through the -- an entire case, motion for summary judgment that she lost at trial, that she lost -- that whole case was about whether or not Red Rock -- Red Rock wrongfully foreclosed on the property or improperly foreclosed on the property and the Court in the previous case held that Red Rock didn't do it but now this is her turning around and filing it again. And [indecipherable] opposition she made it clear that she's simply relying on the false premise that claim preclusion doesn't apply here because the trust wasn't the party beforehand, we are the party [indecipherable] -- or that Nona Tobin is the party now an individual. But, as the Court read that argument doesn't fly, if the claim preclusion doesn't just apply to the exact parties, it applies to the party in the first

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case. So, Nona Tobin and the trustee to the trust, Nona Tobin and individual are in

purview with each other. They can't -- they can't just switch paths and grant -- and go through this whole process over again. It doesn't allow it. The doctrine [indecipherable] doesn't allow it and with that we'd rest off of that.

THE COURT: Okay.

MR. WIGHT: Unless Your Honor has any questions.

THE COURT: No. And there's folks that joined in this motion. Does anybody would -- like to speak before I talk with the Plaintiff's attorney? No? Okay. I'd like to speak with the Plaintiff's attorney then. Mr. Thomson.

MR. THOMSON: Good morning, Your Honor.

MR. HONG: Your Honor -- I missed that.

THE COURT: Okay. Mr. Hong.

MR. HONG: Yes. I'm sorry, Your Honor. Did the Court say something? I missed that as well.

THE COURT: I just said anybody -- I said there's a bunch of joinders in that motion, does anybody want to speak in support of that motion?

MR. HONG: Oh, yes, Your Honor, I would. Joseph Hong for the Stokes parties.

THE COURT: Okay. Go ahead.

MR. HONG: Yes. Thank you, Your Honor.

Your Honor, counsel for Red Rock stated correctly that being here and the opposition from Plaintiffs makes it very clear the singular argument [indecipherable] is that Ms. Tobin was not -- individually was not a party to the previous litigation before Judge Kishner. Well, that's fine and dandy, Judge. We really do not dispute but as the Court is aware res judicata absolutely applies to

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those in privity and she is absolutely in privity with the trust. There's just no [indecipherable]. Even if everything he says true where the trust allegedly conveyed the property to her via a quit claim deed, whatever. Even if [indecipherable] that's fine, she's in privity and she can't get away from res judicata. There's just no way around that, Your Honor. And this is -- for my client this is -- [indecipherable] Your Honor, the third time this is happening now with Ms. Tobin and pursuant to my client's countermotion under EDCR 7.601(d)(1) and/or (3) we respectfully request reimbursement of attorney's fees and costs in the amount of \$3,165.00, Your Honor. There's just no basis whatsoever for this complaint to have been brought. And again, EDCR 7.60 there's a standard [indecipherable]. We don't have to send a safe harbor letter or whatnot, it's as long as the other side has an opportunity to be heard which they have. And by the way, she did not at all oppose the countermotion, she [indecipherable]. So, respectfully Red Rock's Motion to Dismiss that my client [indecipherable] must be granted because this is absolutely res judicata and we request the reimbursement of my client's fees and costs related to this complaint. Thank you, Your Honor.

THE COURT: Okay. Anybody else that's joined in the motion would like to speak?

MS. WOOD: Your Honor, I would just add -- this is Brittany on behalf of the Chiesi's and their lender Quicken Loans. I'll just add one thing, Your Honor. In the inherent case it was a little more complicated as to whether or not there was privity there and we're dealing with a negligence case. In a property case privity is not a difficult concept. Not until then -- not until then [indecipherable] a trustee signs the quit claim deed transferring the property to [indecipherable] and in real property that's a textbook example of privity. And I would also add that the type of deed that

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she chose to transfer the property is [indecipherable]. There are no statutory warranties that accompany a quit claim deed, it's simply a matter of any interest that the trust had would be transferred to Tobin as an individual and the Court already determined that the trust had no interest in the property. So, she's bound by that both by claim preclusion, issue preclusion and the type of deed itself it transfers -- that purports to transfer the property because there was nothing to transfer, Your Honor. And then the Chiesi's have also filed a request for their attorney's fees as well, Your Honor.

THE COURT: And how much is that?

MS. WOOD: It's closer to seventy-five hundred dollars, Your Honor. And the reason for that my clients were not involved in that underlying litigation so there was quite a bit of review that went into looking -- what happened in the prior litigation before filing our motion.

THE COURT: Okay.

MS. WOOD: And we also did compare the request for judicial notice as part of our motion, Your Honor.

THE COURT: Okay. And let's talk with Mr. Thomson.

MR. THOMSON: Good morning, Your Honor. John Thomson. We can't paint this motion in broad strokes as they've done; there are details that matter here. First of all, issuing claim preclusion they don't apply if the party hasn't had a full and fair opportunity to litigate. That's in the Thompson case that I've cited. Ms. Tobin thought she was a party, the other parties thought she was a party and they treated her like a party. The filed documents and even a motion was heard on April 7, 2017. The HOA filed a motion to dismiss Tobin as an individual which was denied. Two years later it was finally put in an order on the eve of trial on 9-20-2019. So, we

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*have this situation where everyone thinks she's a party, they think her rights are being litigated. It is true that the trust transferred its interest in the property to Nona Tobin on March 28, 2017 and that none of the parties brought her in as an individual. Now, whether they thought she was I think that was correct. I think they thought she*

was but then at the eve of trial she's put out of the litigation and -- and now you can't say that she had a full and fair opportunity to litigate. Her rights have never been adjudicated. The appellate court said that -- that she was not a party to the underlying litigation and so you have a catch 22. Oh, we don't have to hear her arguments, they're all rogue documents, she filed the motion for summary judgment as an individual, she filed these motions during trial, all of these things don't have to be heard because she's not a party. And then when she brings an action to enforce those very same rights against different parties. Red Rock for example is not a party in the prior suit, Joel Stokes was not a party, the Chiesi's were not a party, Quicken Loans was not a party. So, this transfer from the trust to her as an individual has never been adjudicated and it goes directly to the first amended complaint that's been filed here. You can't say on the one hand she's not a party, we're not gonna listen to her, we're not gonna argue, we're not getting into the neighbor as a party even though the whole world was on notice on March 28, 2017 when she received this interest from the trust as an individual. No one thought to bring her in or to verify so that it would be res judicata, so it would be claim preclusion.

In addition, there's a very substantial issue. In 2014 when this sale took place there's a substantial amount of money, tens of thousands, \$68,000 I believe that were excess proceeds. Now, the statute is very clear that those excess proceeds should go (a) either to the trust if think that trust is a proper party or if Red

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Rock thinks that Nona Tobin is because of the March 28, 2017 deed transfer from the trust then the excess proceeds go there. There was even a representation, Your Honor, that the funds had been inner pled and to this day we still don't have those funds nor do we know where they are. Now, in the briefing it says -- the -- Red Rock party says that, oh well, the proper place is to interplead. Well, it's been five years, okay? That's not proper. So, just on that issue alone, you know, the money was not transferred and we believe that that was wrongfully done -- not done. That omission makes this complaint also valid. So, different parties. No full and fair opportunity to litigate as an individual in the prior suit and different facts. There's different things that happened. This March 28th deed was never addressed in the other case. She tried to do it.

So, Your Honor, we're -- to enforce the rights that's why we filed this complaint and here we are.

THE COURT: Okay. Mr. Wight.

MR WIGHT: Yeah. I mean, we just need to over a little bit how wrong I was in -- in reference to, like, what happened in the last case. I mean, Mr. Thomson talked as though, you know, Tobin just never had a day in court. Like there was this transfer of the property that was heard on March 28th and [indecipherable] and that Tobin was never able to try her claims and that's not what happened. What

happened was that Tobin brought her claims as a trustee. She went through an entire trial where she asserted that the trust owned the property. She was the party there. She was the -- she was the one behind the wheel arguing and it wasn't until she lost at summary judgment, it wasn't until she lost at trial, it wasn't until her attorney withdrew from the case at least [indecipherable] an oral motion to withdraw was granted that she turned around and said, oh, guess what? It wasn't the trust

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that owned the property, it was me individually. There was a transfer of the deed in March which by the way that could not be heard because she had no deed on the trust, the property didn't foreclose on it [indecipherable] March 28th during the middle of all this litigation and so now we have to turn around and re-do all of this and that -- she does not have the opportunity to do that.

She -- Mr. Thomson argued that she didn't have her day in court because, you know, we didn't allow her [indecipherable]. That's not anybody's fault but hers. She was involved in that other action because she chose not to intervene; she chose to pursue her claims as the trustee not as herself individually. That was her choice. And when she chose to go through the trial as the trustee not as an individual she is now precluded under claim preclusion, under judicial estoppel, under a number of doctrines from now turning around and saying, oh no, it wasn't them, it was me individually, let's go this all again. She can't do that; she can't have two days in court. She can't bring Red Rock or the HOA to court twice, retry this case and see if the foreclosure was improper or not because a court has already held it was proper after summary judgment at trial.

In regards to the excess proceeds. Your Honor, the only reason Red Rock has not inner pled those excess proceeds is because Ms. Tobin [indecipherable] the foreclosure sale and Red Rock did not interplead any excess funds if there's a chance that a foreclosure sale can be overturned. So, when Mr. Thomson says, oh, it's been five years and the -- and the proceeds have not been inner pled. It's been five years because Ms. Tobin keeps challenging the process. As soon as -- as soon as we have the final word that the process was proper Red Rock will inner plead those funds. Red Rock claims no interest in those funds, it wants to get those funds off [indecipherable] as soon as possible but he needs to do

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*it in a legally permissible way. And that way is not through an unjust enrichment claim against Red Rock because there are other parties that may have an interest in all or a portion of those proceeds and we need to -- we need to divest ourselves of those proceeds in the proper manner which is an interpleader action. And with that I rest.*

THE COURT: Okay. Mr. Hong, did you want to say something?

MR. HONG: Yes, Your Honor, I would.

Again, I apologize [indecipherable] being repetitive. But I

[indecipherable]. Again, there is no [indecipherable] of a case that represents res  
judicata than this case, Your Honor.

In terms of counsel for Ms. Tobin arguing [indecipherable] she didn't get  
her fair day in court. I guess -- I don't even understand that argument because there  
was a summary judgment in favor of the HOA and then my client went to a full blown  
trial with the trust and the Court issued and I think in their moving papers Ms. Tobin  
cannot get any relief from my client nor the current owners, nor Quicken Loans  
unless the HOA sale is void. That's the only way that can happen. And she can  
only void the sale by saying the same arguments that were raised in front of Judge  
Kishner at the time of summary judgment and the trial. By the way, which are both  
being appealed by the trust as we speak. So, that case is on appeal and yet Ms.  
Tobin files this frivolous, secondary action. Identical. And counsel informed Ms.  
Tobin to say something about an interpleader. I just looked up the amended  
complaint, Your Honor. There's not one iota referenced of interpleading funds. So,  
this whole thing about, well, she should get funds. Well, great, it's not even pled.  
It's not even pled in the amended complaint.  
So, this whole argument and trying to [indecipherable] that the issue is

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it's not gonna work. Your Honor, again, respectfully my client absolutely is entitled  
to attorney's fees and costs related to this third attempt now to adjudicate the very  
same issues that were adjudicated by Judge Kishner and it's \$3,165.00 pursuant to  
my declaration [indecipherable] that outline the hours actually expended and the  
anticipated which is this hearing today.

THE COURT: Okay. Ms. Wood.

MS. WOOD: Just briefly, Your Honor.

There has been no explanation as to how Ms. Tobin is not in privity with  
the trust. It's defined in the Harris case as this: "To be in privity the person must  
have acquired an interest in the subject matter affected by the judgment for one of  
the parties as by inheritance, succession or purchase." And the Harris case also  
cites the restatement [indecipherable] and judgment, Section 41 Subsection 1 which  
specifically states that a beneficiary of the trust, which Ms. Tobin is, is bound by a  
judgment in which the trustee participated in the action. Ms. Tobin participated in  
the prior action as the trustee of the trust and as a beneficiary of the trust she is  
bound by that judgment. There's just been no explanation as to how that's not met  
in this case, Your Honor.

The second thing that I would point out -- and we brought this up in our  
reply [indecipherable] Your Honor is think about what they're asking this Court to do

in this case. I don't know how many quiet title cases you have involving NRS Chapter 116 foreclosures but I know that the District Court was inundated with them. And what they're asking this Court to do is to allow the parties to participate in that litigation whether it went to summary judgment or trial to just quit claim your interest to some other entity or if they had an entity to themselves [indecipherable] consideration and then to re-try the entire case. Can you imagine what that would

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*do to the courts if that were allowed? That is what claim preclusion and issue preclusion don't allow. There's a public policy reason for that, Your Honor. And then the last thing that I would address. My clients have no interest in the excess funds but I just suggest -- that the suggestion that Ms. Tobin has a claim to those it's unrealistic because at the time the property was sold there's no question from Ms. Tobin's own testimony that at trial -- again, she testified at trial, confirmed that she was in default not just on one loan but on two loans at the time. So, any excess proceeds would go to those lenders and not Ms. Tobin.*

*THE COURT: Okay. All right. Counsel, I've reviewed everything and I even scrolled through the prior case -- by the way, it would be very helpful to have full captions on these so it could -- so we can follow the parties. But in any event, Judge Kishner apparently didn't require that, I do in my court. But in any event, Mr. Thomson, it appears to me that Ms. Tobin is looking for a do-over and she had her opportunity as the trustee. She also it looks like participated individually in the prior case as well and it went to trial, it was a four year case, it's on appeal now. So, I think she -- her -- she needs to conclude whatever she needs to do in that other case. But I think she's had her day in court so I am granting Red Rock Financial Services Motion to Dismiss. And I will look at the issues relating to the attorney's fees. I'm gonna do that under advisement, okay?*

*So, Mr. Wight, will you go ahead and prepare the order?*

*MR. WIGHT: Yeah. I'll prepare the order and circulate it.*

*THE COURT: All right. That'd be perfect. And I'd like you all to review it to make sure that you approve it as to form and content, not that you necessarily agree with me, Mr. Thomson, but that you at least agree that that was what happened at*

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the court hearing, all right? Thank you.

[Proceedings concluded at 9:53 a.m.]

\* \* \* \* \*

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

\_\_\_\_\_  
NORMA RAMIREZ

Court Recorder DISTRICT COURT DEPT. XXII  
(702) 671-0572

# Exhibit F-5

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

I, Nona Tobin, under penalty of perjury under the State of Nevada, state as follows:

I have personal knowledge of the facts stated herein, except for those facts stated to be based 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.

1. Steven Scow's misleading statements below in his 4/16/21 motion to dismiss must be addressed by showing exactly what was dismissed unheard in my 3/8/21 AACC.

14, 24-26 At least two courts of competent jurisdiction have already held that the foreclosure sale was proper as were Red Rock's actions in conducting the foreclosure, and the foreclosure extinguished Tobin's interest (if any) in the Property

14, 27-28 The motion that Red Rock filed in the Second Action was meritorious, and the court granted that motion dismissing all of Tobin's claims

2. The evidence I have repeatedly, and unsuccessfully, attempted to get a court to consider, show that Red Rock's actions in conducting the foreclosure were NOT proper, and that Scow's duplicitous response to subpoena and false statements in filings and in court hearings successfully covered it up because they were supported by all opposing counsels for their own improper purposes.

3. Exhibits to my 3/8/21 counter-claim against Red Rock tried to clarify exactly how the false evidence and false statements by Steven Scow and Brody Wight, Koch & Scow, LLC, and David Ochoa, Lipson Neilson, LLP, misled the court as to the manner in which the sale was conducted.

4. Note that Melanie Morgan, and the other Akerman attorneys, for Nationstar as well as Joseph Hong for Jimijack know nothing about the manner in which the sale was conducted, but they served as the back-up chorus for their own corrupt purpose of getting me dumped out of the case so they could make a side deal and evade having to put on a case against me by incessantly repeating the false narrative that I was never a party as an individual so that I was stripped of my right to speak in court and so my pro se dispositive motions and other filings were stricken as rogue.

5. Steven Scow was successful in getting my claims dismissed twice on the grounds of res judicata and succeeded in evading filing a responsive pleading to refute my claims. Below is quoted the section of the 3/8/21 AACC that are counter-claims against Red Rock that were allegedly fully and fairly litigated previously and therefore are precluded:

#### Parties

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

1. Cross-claimant NONA TOBIN, an Individual, (Herein “Cross-claimant” or “Tobin”) was the sole successor trustee, beneficiary and surviving member of the Gordon B. Hansen Trust, dated 8/22/08, (Herein “Hansen Trust”) that held recorded title to the subject property from 8/27/08 until a foreclosure deed was recorded on August 22, 2014 transferred title to the alleged purchaser at the disputed HOA sale.
2. Tobin claims an individual interest in this property as all the GBH Trust’s claims to title were transferred to Tobin as an individual via a quit claim deed, recorded on 3/28/17.

3. Also on 3/28/17 the Hansen Trust was closed as it was insolvent when its sole asset was transferred out of the trust. NONA TOBIN claims the proceeds of the sale unlawfully retained by Koch & Scow, with interest, penalties and sanctions.  
Jurisdiction and Venue
4. The real property which is the subject of this civil action is a residence commonly known as the 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, (hereinafter "Property").
5. This action is within the jurisdictional limits of this Court and this venue is appropriate because the real property is located within the jurisdiction of this Court.
6. The Court has the authority under NRS 30.030 to declare rights, status and other legal relations of the respective parties in this NRS 40.010 quiet title dispute.
7. NRS 30.130 limits the Court's authority to ensure that the rights of parties who are not present from being prejudiced by court actions in their absence.
8. The Court's jurisdiction in cases involving the interpretation, application or enforcement of any covenants, conditions or restrictions (CC&Rs) applicable to residential property or any bylaws, rules or regulations adopted by an association (HOA) to parties who have submitted their claims to mediation in the manner proscribed in NRS Chapter 38.
9. NRS 38.310(2) limits the Court's jurisdiction to adjudicate claims that have been
10. The Court's jurisdiction in this case requires an interpretation of NRS 116.31164(3) (2013) which mandated the ministerial duties Red Rock Financial Services (Herein "RRFS") was required to perform promptly after it conducted the disputed 2014 HOA foreclosure sale.
11. This Court's jurisdiction includes the authority to impose sanctions on Red Rock Financial Services for its failure to comply, and to ensure that the HOA Board complied, with with **ALL** the statutory mandates for conducting a valid HOA foreclosure sale, included in NRS 116.3116-NRS 116.31168 (2013), NRS 116A.640 (8), (9), (10), NRS 116.31083, NRS 116.31085, NRS 116.31031, NRS 116.1113, NRS 116.31065, NRS 116.3102, NRS 116.31087, NRS 116.31175, NRS 116.31183, NRS 116.31184, NRS 116.4117
12. This Court's jurisdiction includes the authority to impose sanctions on Red Rock Financial Services for its failure to provide, and its failure to ensure that the Sun City Anthem (Herein "SCA") Board provided **ALL** the owner protections, notice and due process mandated by the HOA governing documents, SCA Board 2013 Delinquent Assessment Policy (SCA 168-175). SCA Board Resolution 1/17/11 Policy and Procedure for enforcement of the governing documents (due process before imposing sanctions for alleged violations), SCA bylaws 3.21(f)(v) (owner access to quarterly delinquency reports) , SCA bylaws 3.15 (open Board meetings), SCA bylaws 3.15A (closed Board meetings permissible topics), SCA bylaws 3.18/3.20 (delegation by SCA board prohibited), SCA bylaws 3.26, SCA bylaws 6.4 (owner access to records), CC&Rs 7.4 (enforcement (due process before imposing sanctions),
13. This Court's jurisdiction includes the authority to determine the standing of the defendants named by Red Rock to assert a claim for the excess proceeds from the HOA sale.
14. The court has jurisdiction to impose sanctions against parties who have recorded false claims to title as defined by NRS 205.395 and to consider the severity of the sanctions in terms of other statutes applicable to, and commensurate with, the frequency and

seriousness Nationstar's corrupt business practices, under the auspices of NRS 205.377, NRS 207.360 (9)(10)(30)(35), NRS 207.400 NRS 207.470 (1)and (4), and NRS 207.480. Factual Allegations

15. Plaintiff RRFS knows that all the liens recorded related to named Defendants other than Nona Tobin, i.e., Republic Services, Wells Fargo, and Nationstar have been released on 3/30/17, 8/17/04, 3/12/15, and 6/3/19, respectively. See **Exhibit 1**.
16. The HOA sale was void as payments and tenders after 7/1/12 were rejected, misappropriated, misrepresented and/or concealed. Default did not occur as described in the 3/12/13 Notice of default or as recited in the 8/22/14 foreclosure deed. See **Exhibit 2**.
17. The Default was cured three times, but RRFS kept pursuing the predatory path to unwarranted, unjustly profitable foreclosure. See **Exhibit 3**.
18. There was no valid authorization of the sale, but RRFS disclosed deceptive and falsified documents to create the misrepresentation of reality. See **Exhibit 4**.
19. Required notices were not provided, but RRFS falsified records to cover it up. See **Exhibit 5**.
20. SCA Board imposed the ultimate sanction against the estate of the deceased homeowner, but RRFS and SCA attorneys concealed and misrepresented material facts and the law to cover it up. See **Exhibit 6**.
21. Bank of America never was the beneficiary of the Hansen deed of trust, but committed mortgage servicing fraud, refused to let two fair market value sales close escrow, refused to take the title on a deed in lieu, took possession without foreclosing, and used attorney Rock K. Jung to covertly tender delinquent assessments to circumvent the owner's rights under the PUD Rider remedies (f) to confiscate her property without foreclosing. See **Exhibit 7**.
22. Many examples of RRFS's corrupt business practices exist of keeping fraudulent books, scrubbing page numbers from ledgers, combined unrelated documents to rewrite history, scrubbing dates from emails, not documenting Board actions, and much more. See **Exhibit 8**.
23. All opposing counsels in all the litigation over the title to this one property made misrepresentations in their court filings and made oral misstatements of materials facts and law at hearings. See **Exhibit 9**.
24. The proceeds of the sale were not distributed in 2014 and RRFS's complaint for interpleader in 2021 was filed in bad faith. See **Exhibit 10**.
25. RRFS concealed the 4/27/12 debt collection contract that requires RRFS to indemnify the HOA and has been unjustly enriched thereby well over \$100,000 in fees and considerably more in undistributed proceeds. RRFS did not participate in NRS 38.310 mediation in good faith. See **Exhibit 11**.
26. In case A-19-799890-C, Brody Wight knowingly filed a motion to dismiss Nona Tobin's claims pursuant to NRCP (b)(5) and NRCP (b)(6) that was totally unwarranted, harassing, disruptive of the administration of justice, not supported by facts or law, and filed solely for the improper purpose of preventing discovery of the crimes of his law firm and its clients. See **Exhibit 12**.
27. None of the opposing counsels have acted in good faith in compliance with the ethic standard of their profession. All have failed in their duty of candor to the court, wasted

millions of dollars in judicial resources, and have engaged in criminal conduct to further the criminal conduct of their clients. See **Exhibit 13**.

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

29. Nationstar and RRFs conspired to conceal the manner in which RRFs covertly rejected Nationstar’s \$1100 offer to close the MZK sale. Civil Conspiracy. See **Exhibit 15**.

6. Excepted below are Exhibits that are relevant to Red Rock’s misconduct that was covered up by the attorneys as well as my petition for sanctions:

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## **EXHIBIT 2 THE SALE WAS VOID FOR REJECTION OF ASSESSMENTS**

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

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

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

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

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

# EXHIBIT 3 THE ALLEGED DEFAULT WAS CURED THREE TIMES

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

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

Initials: TSK

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

- 8.
9. The default was cured a third time by the 5/28/14 \$1,110 offer of one year assessments, \$275 over the super-priority.
10. RRFS fraudulently covertly rejected the offer, made to close escrow on the 5/25/14 auction.com sale, was disclosed as [SCA 302](#) and [RRFS 119](#).

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...](https://agent.equator.com/index.cfm?event=property_print_note&property_id=13154351&n...) 6/5/2014 SCA00030

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

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

# EXHIBIT 4 SCA BOARD DID NOT AUTHORIZE THE SALE BY VALID CORPORATE ACTION

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

See "*SCA Board secretly sold a dozen houses in 2014*"

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

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

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

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

See also 5/12/17 SCA attorney opinion on voidable corporate actions

# **EXHIBIT 5 REQUIRED NOTICES WERE NOT PROVIDED, BUT RECORDS WERE FALSIFIED**

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

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

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

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

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

- Resolution
- Action Items
- Participants

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

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

Resolution Notes:

Action Items [add]									
Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User	
NOS - 4 TRUSTEE SALE CANCELLED	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore	05/15/2014	05/15/2014	05/15/2014	05/15/2014		06/02/2014	Anne Moore	
Target: ESTATE OF GORDON B HANSEN, THE Case Status: Status Changed To: NOS CLOSED Comments: 89052									
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	03/07/2014	03/07/2014	02/18/2014	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.  
  
 ROSALYN LEWIS  
 CLERK OF RECORDS  
 Date Certified 4/2/15

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



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

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

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

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

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

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

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

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

# **EXHIBIT 6 SCA BOARD IMPOSED ULTIMATE SANCTION WITH NO DUE PROCESS**

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

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

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

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

# EXHIBIT 8 EXAMPLES OF RRFS CORRUPT BUSINESS PRACTICES

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

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

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

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

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

04/01/2016 11:44:10 AM

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

Building: 0002 SCA Big Sky  
 2450 Hampton Rd  
  
 Las Vegas, NV 89052

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

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

02/11/2014 8:25:18 AM

Resident Transaction Report  
SUCI Sun City Anthem Community Association  
Date: 01/01/2001 - 02/11/2014

Building: 0002 SCA Big Sky  
2450 Hampton Rd

Las Vegas, NV 89052

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

The figure above shows that RRFS 190 has scrubbed Page number 1336.  
RRFS 083 is FSR dba RRFS's final accounting on behalf of the HOA as of 8/15/14, the alleged day of the sale with no indication of any payment to the HOA and no page number 1336.

08/15/2014 9:34:02 AM

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

Building: 0002 SCA Big Sky  
2450 Hampton Rd

Las Vegas, NV 89052

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: 08/13/2012			
		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



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

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

# **EXHIBIT 9 ATTORNEYS' LACK OF CANDOR TO THE TRIBUNAL**

1. All opposing counsels in all the litigation over the title to this one property made misrepresentations in their court filings and made oral misstatements of materials facts and law at hearings.
2. Brody Wight (NV Bar #13615) and/or Steven Scow (NV Bar #9906) for Red Rock Financial Services, a partnership (EIN 88-058132) conspired with, or acted in concert with, Joseph Hong (NV Bar #5595) for Joel A. Stokes, Joel & Sandra Stokes as trustees for Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust; Brittany Wood (NV Bar #7562) of Maurice Wood (NV Bar #6412) for Brian and Debora Chiesi and (maybe) Quicken Loans; and Donna Wittig (NV Bar #11015) and/or Melanie Morgan (NV Bar #8215), of Akerman LLP for Nationstar Mortgage LLC and/or dba Mr. Cooper to conceal and misrepresent material facts to the court that resulted in the obstruction of a fair adjudication of Nona Tobin's claims and to prevent ANY judicial scrutiny of the evidence.
3. Attorneys for Koch & Scow know that Nationstar's false and conflicting filed and recorded claim judicially estop Nationstar from claiming to own now, or to ever have owned the disputed Hansen deed of trust, but have conspired with attorneys from Akerman LLP, Wright, Finley, Zak LLP to conceal it and support them in their fraudulent claims with the quid pro quo being that Koch & Scow gets to keep more of the undistributed proceeds for keeping the devil's bargain.
4. Nona Tobin published warnings and filed administrative complaints about opposing parties and their role in a massive HOA foreclosure scam that has been used to mask mortgage servicing fraud on 3/14/19, 11/10/19, 12/16/20, and other

dates that have heretofore been ignored by enforcement authorities and will be filed into this case as a Request for Judicial Notice.

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

# **EXHIBIT 10 THE PROCEEDS OF THE SALE WERE NOT DISTRIBUTED PURSUANT TO NRS 116.31164(3) (2013)**

1. The proceeds of the sale were not distributed in 2014 and RRFS's complaint for interpleader in 2021 was filed in bad faith. See Exhibit 10.
2. Koch & Scow unlawfully retained the proceeds of this HOA foreclosure in the Red Rock Financial Services Trust account when the Sun City Anthem bylaws 3.20 and 3.18 explicitly prohibit any funds that are collected for the benefit of Sun City Anthem to be under the proprietary control of anyone other than the HOA Board of Directors. Steven Scow deceptively disclosed a \$57,282.32 check for this property
3. Koch & Scow refused to interplead the proceeds of the disputed 8/15/14 HOA foreclosure sale when I attempted to make a claim in September 2014 and then acted in bad faith in multiple ways to cover up the actual criminality involved in this.
4. Au contraire. On 8/27/14, RRFS paid the HOA, allegedly IN FULL, a whopping \$2,701.04, identified as "collection payment PIF" which brought the HOA's Resident Transaction Report account for Gordon Hansen to a zero balance.
5. RRFS kept \$60,399.96, \$57,282.32 of which was identified by RRFS as "excess proceeds", but all of which remains in the RRFS Trust fund account under the total, exclusive, unsupervised, unaudited and unauthorized proprietary control of Steven Scow.

# **EXHIBIT 11 RRFS'S FRAUD, OPPRESSION & UNFAIRNESS**

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

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

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

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

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

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

E-mail: [CICombudsman@red.nv.gov](mailto:CICombudsman@red.nv.gov)      <http://red.nv.gov>

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

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

Date: August 20, 2018

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

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

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

**Respondent:** Red Rock Financial Services LLC # E0484542011-5  
If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.  
**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code  
**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** Joel Just, former President, Red Rock Financial Services, partner # IRS tax ID 88-0358132  
If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.  
**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code  
**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** Steven Parker, FirstService Residential, Nevada, LLC # LLC3280-1996  
If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.  
**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code

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

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

**Statement Of Disputed Issues.**

(excerpted from document to be shared with all parties)

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

**Proposed Resolution**

(excerpted from document to be shared with all parties)

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

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

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

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

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

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

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

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

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

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

# **EXHIBIT 12 ATTORNEY INTERFERENCE IN THE ADMINISTRATION OF JUSTICE**

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

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

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

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October 27, 2020

**Via Email Only:**

David Koch – [dkoch@kochscow.com](mailto:dkoch@kochscow.com)  
Brody Wight – [bwight@kochscow.com](mailto:bwight@kochscow.com)  
Daniel Scow – [dscow@kochscow.com](mailto:dscow@kochscow.com)  
Steven Scow – [sscow@kochscow.com](mailto:sscow@kochscow.com)  
Donna Wittig – [donna.wittig@akerman.com](mailto:donna.wittig@akerman.com)  
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Brittany Wood – [bwood@mauricewood.com](mailto:bwood@mauricewood.com)

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

Dear Counsel:

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

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

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

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

Page 1 of 8

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

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

11 Okay. So the Court's going to rule on Sun City  
12 Anthem Community Association's Motion to Dismiss cross  
13 claimant Nona Tobin as Individual and Trustee of the Gordon B.  
14 Hansen's Trust Cross-Claim.  
15 The Court is going to grant in part and -- excuse  
16 me, defer it in part, and deny it in part; okay?  
17 The Court is going to defer it. I'm going to set a  
18 Status Check for 15 days to see if there is corporate counsel  
19 under EDCR 7.42, with regards to the Trustee role, okay, which  
20 is consistent with ensuring that we have a corporate Trustee.  
21 I am going to deny it without prejudice with regards  
22 to Nona Tobin as an individual, because as an individual, I  
23 have to look at the face of what the pleadings are before me,  
24 and given the assertions set forth under purely a 12(b)  
25 standard, the Court would find it's appropriate to deny

Page 12

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

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

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

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

# **EXHIBIT 13 LACK OF PROFESSIONAL ETHICS AND GOOD FAITH**

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

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

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

Joseph Hong, Akerman attorneys for Nationstar, and Lipson Neilson attorneys for Sun City Anthem are responsible for the waste of judicial resources in the appeal 79295 and the obstruction of the administration of justice in case A-15-720032-C by virtue of their defiance of NRCP 11 (b)(1)(2)(3)(4), Nevada Rules of Professional Conduct 3.3 (candor to the tribunal), 3.4 (fairness to opposing counsel), 3.5A (relations with opposing counsel), 4.1 (truthfulness in statements to others), 4.4 (respect for the rights of third persons) and ABA (1992) Standards for Imposing Lawyer Sanctions 6.1 (False statements, fraud, and misrepresentation).

Joseph Hong and Akerman attorneys for Nationstar are additionally culpable

for their improper ex parte communications with Judge Kishner on 4/23/19 in defiance of ABA (1992) Standards for Imposing Lawyer Sanctions 6.1 (False statements, fraud, and misrepresentation) and 6.31(b).

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

# EXHIBIT 14 PRESENTED FALSE EVIDENCE TO COVER UP CRIME

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

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

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

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

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

- 1) [2010 RMI management contract](#),
- 2) [2014 FSR management contract](#) and
- 3) [2012 RRFS debt collection agreement](#).

Sun City Anthem attorneys, for unknown reasons, aided and abetted the Plaintiffs fraudulent concealment when it disclosed the detrimental-to-the-HOA-beneficial-to-RRFS 2007 debt collection agreement.

The 2007 RRFS-SCA debt collection agreement lacks the 2012 requirement that RRFS indemnify and hold the HOA, and its members, harmless if proceedings are brought against the HOA due to allegations that RRFS negligently or willfully violated any law or regulation which is exactly what Nona Tobin alleges.

The 2007 contract was disclosed by the HOA attorneys as [SCA 164-167](#), but was also withheld by Steven Scow who concealed all contracts his various unidentifiable clients had with Sun City Anthem in his subpoena response. ([RRFS 001-425](#)).

Attorneys at Koch & Scow knew that Red Rock Financial Services had conducted a unfair, unnoticed and fraudulent sale and provided false evidence ([RRFS 001-425](#)) in response to Nona Tobin's 2/4/19 subpoena to cover it up.

Attorneys at Koch & Scow knew that the Red Rock Foreclosure file ([RRFS 001-425](#)) Steven Scow provided in response to subpoena was incomplete, inaccurate, and contained falsified documents and conspired with attorneys for Nationstar, for the HOA's errors & omissions insurance policy, for Sun City Anthem and others to conceal or to misrepresent the true facts of how the HOA sale was conducted, where the money came from and where the money went.

Some examples of documents disclosed, concealed, falsified or misrepresented, include:

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

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

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.

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

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

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

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

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

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

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

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

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

# **EXHIBIT 15 CIVIL CONSPIRACY TO COVER UP RACKETEERING WARRANTS PUNITIVE DAMAGES**

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

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

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

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

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

Answering the allegations contained in paragraph 7 of the Complaint, Nona Tobin denies the allegations contained therein as, upon information, and belief, Plaintiff knows, or should have known, that these allegations are false and Plaintiff has taken pains to obscure the misappropriation of funds by the use of sham corporate entities and misrepresentation of agency relationships.<sup>1</sup>

Page 2, Paragraph 7

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

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

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

30. Pages 2-3 1/31/17 (CRCM) of Nona Tobin’s and the Hansen Trust’s cross-claim vs Sun City Anthem shows why the RRFS’ statement on page 2, paragraph 7, is deceptive.
31. Answering the allegations contained in paragraph 8 of the Complaint, Nona Tobin denies the allegations contained therein for the reasons related to the improper contracts, the unpierceable corporate veil, and the misappropriation of funds set forth in answering paragraph 1, and because the non-judicial foreclosure action was not properly conducted pursuant to Nevada law or pursuant to the HOA’s governing documents.
32. Answering the allegations contained in paragraph 9, Nona Tobin denies the allegations contained therein as RRFS knows that RRFS made no attempt to collect the debt from Nona Tobin after 2/12/14 as there was no notice whatsoever from RRFS after that date. See 5/11/18 D. Craig Leidy declaration under penalty of perjury.
33. RRFS sold the property on 8/15/14 to a Realtor in the listing office for \$63,100 without any public notice after RRFS **explicitly withheld ALL** notice of the sale from all parties with a known interest, including those whom RRFS owed a contractual or statutory duty to inform after Nona Tobin had already sold the property for \$367,500 on auction.com on 5/8/14.
34. Further, “RRFS’s efforts resulted in a foreclosure sale” is duplicitous in that RRFS employed unfair and deceptive collection practices, conducted an unnecessary sale, that was unauthorized by any official HOA Board vote, after RRFS knowingly misappropriated payments, covertly rejecting two super-priority tenders, and falsified and concealed records to cover it up.
35. Answering the allegations contained in paragraph 7 of the Complaint, Nona Tobin denies the allegations contained therein as, upon information, and belief, Plaintiff knows that these allegations are false as the liens and claims of all named defendants, except for Nona Tobin’s 3/28/17 deed, have been released, on 3/30/17,  
“Records in Clark County, Nevada indicate that there are several potential liens and other debts secured by the Subject Property belonging to the defendants in this action.”  
“RRFS believes these debts exceed the amount currently in the possession of RRFS.”

# EXHIBIT 17 NONA TOBIN'S STANDING AS AN INDIVIDUAL

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

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

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

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

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

NONA TOBIN, an individual, has a deed to the subject property, recorded as

instrument number [201703280001452](#), that transferred the Hansen Trust's sole remaining asset to its sole beneficiary NONA TOBIN, an Individual.

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

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

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

# EXHIBIT 22 – 1/31/17 CROSS-CLAIM VS. HOA AND ITS AGENTS EXCERPTS

1/31/17 cross-claim vs. HOA and its agents Excerpts

FIFTH CAUSE OF ACTION: UNJUST ENRICHMENT (1/31/17 cross-claim vs. HOA pages 18-19)

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

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

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

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

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

b) There WAS no expense of securing possession. The Subject Property was vacant,

and the key just handed to the Buyer by TOBIN's agent.

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

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

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

e) Remittance of any excess to the unit's owner. Within a few months after the sale,

TOBIN attempted to claim the excess proceeds since it was clear the HOA AGENTS were treating the bank loan as "extinguished". In response to direct

inquiries, HOA AGENTS were deceptive about their illegal retention of the proceeds of the illegally-conducted sale and refused to speak with TOBIN about her claim, stating at different times in late 2014:

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

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

1. Cross-Claimant, NONA TOBIN, is an Individual, and is a resident of Sun City

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

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

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

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

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

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

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

8. RMI, FSR and RRFS will be referred to herein collectively as "HOA AGENTS".

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

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

#### STATEMENT OF FACTS

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

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

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

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

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

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

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

26. Rather than abandon the Subject Property or to allow it to fall into disrepair and

become a blight in this HOA, TOBIN allowed the renters who were down on their luck to remain rent-free as caretakers after Hansen's death.

27. Within a few weeks of Hansen's death, TOBIN listed the Subject Property for a short sale with "Proudfit Realty," and it was on the market for 459 days, during which TOBIN was subjected to abusive collection practices and

bizarre behavior by servicing Bank of America ("BOA") which resulted in two sales that fell out of escrow.

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

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

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

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

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

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

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

35. On 11/5/12, RRFS sent a notice to the property (2763 White Sage) stating they

received TOBIN's letter regarding the Owner's death, but did not send the notice to the dead Owner's address of record, which was TOBIN's residence - 2664 Olivia Heights, which is the address also listed on the check.

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

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

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

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

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

41. TOBIN gave all notices she received from HOA AGENTS to the Realtors to handle as part of the multiple escrows, but TOBIN was too overwhelmed

by the abusive practices of BANA to notice the details of the erroneous claims of RRFS.

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

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

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

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

46. TOBIN had the Subject Property listed with Berkshire Hathaway Home Services

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

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

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

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

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

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

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

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

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

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

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

# PETITION FOR SANCTIONS

36. COUNTER-CLAIMANT AND CROSS CLAIMANT NONA TOBIN repeats, realleges, and incorporates herein by this reference the allegations hereinabove inclusively as though set forth at length and in full herein.
37. This counterclaim has been necessitated by the COUNTER-DEFENDANT RRFS's AND CROSS-DEFENDANT NATIONSTAR's bad faith conduct.
38. Pursuant to Nevada law, COUNTER-CLAIMANT AND CROSS CLAIMANT NONA TOBIN's may recover her attorney fees as special damages because she was required to file this suit as a result of COUNTER-DEFENDANT RRFS AND CROSS-DEFENDANT NATIONSTAR' intentional conduct.<sup>2</sup>

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

39. that the disputed HOA sale is void due to fraud in the execution by Red Rock Financial Services;
40. that the disputed HOA sale did not extinguish the GBH Trust's, nor its successor in interest's rights to title;
41. that Nona Tobin is entitled to the \$57,282 undistributed proceeds of the sale with six+ plus years interest and exemplary penalties pursuant to NRS 42.005.
42. that sanctions are appropriate vs. RRFS for its fraudulent conduct of HOA foreclosures sales;
43. that sanctions are appropriate vs. RRFS for its falsification of records to evade detection of misappropriation of funds;
44. that sanctions are appropriate vs. RRFS for its retention of proprietary control of the proceeds of the foreclosure of the subject property, and of approximately a dozen other Sun City Anthem 2014 foreclosures, when RRFS knew, or should have known that the HOA Board was prohibited by Sun City Anthems bylaws from delegating proprietary control over funds collected for the sole and exclusive benefit of the association;
45. that sanctions are appropriate vs. RRFS for its failure distribute foreclosure proceeds timely after the sales, as mandated by NRS 116.31164(3):
46. that sanctions are appropriate vs. RRFS for Koch & Scow's unsupervised, unaudited retention of the funds of many, many HOA foreclosures allowed attorney trust fund violations to go undetected;
47. Koch & Scow's filed its unwarranted 6/23/20 motion to dismiss, its 8/3/20 reply in support, and its 12/3/20 motion to dismiss, knowing that all these filings contained many misrepresentations of material facts for which there was no factual support or evidence, defied NRCF 11 (b)(3), Nevada Rules of Professional Conduct 3.3 (candor to the tribunal), 3.4 (fairness to opposing counsel), 3.5A (relations with opposing counsel), 4.1 (truthfulness in statements to others), 4.4 (respect for the rights of third persons) and ABA (1992) Standards for Imposing Lawyer Sanctions 6.1 (False statements, fraud, and misrepresentation).

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

48. that sanctions are appropriate vs. RRFS for its misappropriation of funds, covert rejection of assessments, falsification of records that allowed the unjust enrichment of undisclosed partners and co-conspirators;
49. that Nona Tobin is entitled to treble damages for the fraudulent confiscation of the subject property, valued on 12/27/19 at \$505,000 property pursuant to NRS 207.470(1) as RRFS's actions on the dozen 2014 unnoticed foreclosures constitute racketeering;
50. that sanctions are appropriate pursuant to NRS 18.010(2) vs. RRFS for its filing the improper interpleader action with penalties as all other named defendants' liens have been released and Nationstar mortgage is judicially estopped from claiming it ever was the beneficial owner of the Hansen deed of trust;
51. that Nona Tobin, an individual's, 3/28/17 deed is the sole valid title claim;
52. that Jimijack's defective, 6/9/15 deed was inadmissible as evidence to support its title claim pursuant to NRS 111.345;
53. that the Joel Stokes-Civic Financial Services "agreement", recorded on 5/23/19, and misrepresented to Judge Kishner on 5/21/19 as the Nationstar-Jimijack settlement was fraud on the court and sanctionable conduct pursuant to ;
54. that sanctions are appropriate vs. Nationstar and its Akerman attorneys pursuant to NRCPC 11 (b)(1)(2)(3)(4) (misrepresentations in court filings), Nevada Rules of Professional Conduct 3.3 (candor to the tribunal), 3.4 (fairness to opposing counsel), 3.5A (relations with opposing counsel), 4.1 (truthfulness in statements to others), 4.4 (respect for the rights of third persons) and ABA (1992) Standards for Imposing Lawyer Sanctions 6.1 (False statements, fraud, and misrepresentation).
55. To declare that Joel Stokes' deed, recorded on 5/1/19, was void as Jimijack had no interest to convey and that this transfer prior to the 6/5/19 trial was for the corrupt purpose of deceiving the court into allowing Joel Stokes and Nationstar to perpetrate a fraud on the court;
56. That Nona Tobin is entitled to recoup treble damages pursuant to NRS 207-470 and
57. That Nona Tobin is entitled to is entitled to recoup damages, five years of rental income from Jimijack;
58. that Nationstar Mortgage LLC's (Herein "NSM" or "Nationstar") claims to own the beneficial interest of the disputed Western Thrift Deed of Trust (Herein "DOT") are false and sanctionable under NRS 205.395, NRS 205.377, NRS 207, 400 and that Nona Tobin is entitled to treble damages by their misconduct pursuant to NRS 207.470 and 480;
59. that all instruments, encumbrances and assignments, and expungements of lis pendens that were improperly and/or unlawfully notarized, executed or recorded to create false claims, or were done for the improper purpose of abrogating Tobin's rights during the pendency of litigation, and/or prior to the adjudication of Plaintiff's claims in this instant action, are cancelled and declared without legal force and effect; and
60. that attorneys pay Tobin's attorney fees and costs as a sanction pursuant to NRCPC 11(b)(1)(3) and/or NRS 18.010(2)

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

Dated this 27TH day of February 2021.



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# EXHIBIT F-4

## DECLARATION OF NONA TOBIN REGARDING MY FAILED ATTEMPTS OVER SEVEN YEARS TO GET THE EXCESS PROCEEDS DISTRIBUTED TO ME AS THE SOLE CLAIMANT

I, Nona Tobin, under penalty of perjury under the State of Nevada, state as follows:

I have personal knowledge of the facts stated herein, except for those facts stated to be based 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 attempted to claim the excess proceeds from the sale multiple times but was rebuffed by Red Rock or Steven Scow or the HOA:

1. 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
2. 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).
3. [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.

4. 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.

5. 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](#).

6. 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](#).

7. 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.

8. 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.

9. 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.

10. 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](#).

11. According to Scow in his successful 6/23/20 motion to dismiss (pg. 2, 12-16), "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."

12. 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)

13. Later in the motion, 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). 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)

14. 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.

15. 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”.

16. “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).”)

17. 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](#)).

18. 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.

19. 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,

20. 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.

21. 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?

22. 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)

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

24. 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?

25. If he 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.

26. 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.

27. 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.

28. 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.

29. 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?

30. 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.

31. 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.

32. 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.

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

34. 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.

35. 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 .

36. 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.

37. 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\(1\)\(a\)](#)).

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

Dated this 24th day of February 2021.



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# Exhibit F-5

## **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**

I, Nona Tobin, under penalty of perjury under the State of Nevada, state as follows:

I have personal knowledge of the facts stated herein, except for those facts stated to be based 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.

1. Steven Scow's misleading statements below in his 4/16/21 motion to dismiss must be addressed by showing exactly what was dismissed unheard in my 3/8/21 AACC.

14, 24-26 At least two courts of competent jurisdiction have already held that the foreclosure sale was proper as were Red Rock's actions in conducting the foreclosure, and the foreclosure extinguished Tobin's interest (if any) in the Property

14, 27-28 The motion that Red Rock filed in the Second Action was meritorious, and the court granted that motion dismissing all of Tobin's claims

2. The evidence I have repeatedly, and unsuccessfully, attempted to get a court to consider, show that Red Rock's actions in conducting the foreclosure were NOT proper, and that Scow's duplicitous response to subpoena and false statements in

filings and in court hearings successfully covered it up because they were supported by all opposing counsels for their own improper purposes.

3. Exhibits to my 3/8/21 counter-claim against Red Rock tried to clarify exactly how the false evidence and false statements by Steven Scow and Brody Wight, Koch & Scow, LLC, and David Ochoa, Lipson Neilson, LLP, misled the court as to the manner in which the sale was conducted.

4. Note that Melanie Morgan, and the other Akerman attorneys, for Nationstar as well as Joseph Hong for Jimijack know nothing about the manner in which the sale was conducted, but they served as the back-up chorus for their own corrupt purpose of getting me dumped out of the case so they could make a side deal and evade having to put on a case against me by incessantly repeating the false narrative that I was never a party as an individual so that I was stripped of my right to speak in court and so my pro se dispositive motions and other filings were stricken as rogue.

5. Steven Scow was successful in getting my claims dismissed twice on the grounds of res judicata and succeeded in evading filing a responsive pleading to refute my claims. Below is quoted the section of the 3/8/21 AACC that are counter-claims against Red Rock that were allegedly fully and fairly litigated previously and therefore are precluded:

#### Parties

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

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

2. Tobin claims an individual interest in this property as all the GBH Trust's claims to title were transferred to Tobin as an individual via a quit claim deed, recorded on 3/28/17.
3. Also on 3/28/17 the Hansen Trust was closed as it was insolvent when its sole asset was transferred out of the trust. NONA TOBIN claims the proceeds of the sale unlawfully retained by Koch & Scow, with interest, penalties and sanctions.

#### Jurisdiction and Venue

4. The real property which is the subject of this civil action is a residence commonly known as the 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, (hereinafter "Property").
5. This action is within the jurisdictional limits of this Court and this venue is appropriate because the real property is located within the jurisdiction of this Court.
6. The Court has the authority under NRS 30.030 to declare rights, status and other legal relations of the respective parties in this NRS 40.010 quiet title dispute.
7. NRS 30.130 limits the Court's authority to ensure that the rights of parties who are not present from being prejudiced by court actions in their absence.
8. The Court's jurisdiction in cases involving the interpretation, application or enforcement of any covenants, conditions or restrictions (CC&Rs) applicable to residential property or any bylaws, rules or regulations adopted by an association (HOA) to parties who have submitted their claims to mediation in the manner proscribed in NRS Chapter 38.
9. NRS 38.310(2) limits the Court's jurisdiction to adjudicate claims that have been
10. The Court's jurisdiction in this case requires an interpretation of NRS 116.31164(3) (2013) which mandated the ministerial duties Red Rock Financial Services (Herein "RRFS") was required to perform promptly after it conducted the disputed 2014 HOA foreclosure sale.
11. This Court's jurisdiction includes the authority to impose sanctions on Red Rock Financial Services for its failure to comply, and to ensure that the HOA Board complied, with with **ALL** the statutory mandates for conducting a valid HOA foreclosure sale, included in NRS 116.3116-NRS 116.31168 (2013), NRS 116A.640 (8), (9), (10), NRS 116.31083, NRS 116.31085, NRS 116.31031, NRS 116.1113, NRS 116.31065, NRS 116.3102, NRS 116.31087, NRS 116.31175, NRS 116.31183, NRS 116.31184, NRS 116.4117
12. This Court's jurisdiction includes the authority to impose sanctions on Red Rock Financial Services for its failure to provide, and its failure to ensure that the Sun City Anthem (Herein "SCA") Board provided **ALL** the owner protections, notice and due process mandated by the HOA governing documents, SCA Board 2013 Delinquent Assessment Policy (SCA 168-175). SCA Board Resolution 1/17/11 Policy and Procedure for enforcement of the governing documents (due process before imposing sanctions for alleged violations), SCA bylaws 3.21(f)(v) (owner access to quarterly delinquency reports) , SCA bylaws 3.15 (open Board meetings), SCA bylaws 3.15A (closed Board meetings permissible topics), SCA bylaws 3.18/3.20 (delegation by SCA board prohibited), SCA bylaws 3.26, SCA bylaws 6.4 (owner access to records), CC&Rs 7.4 (enforcement (due process before imposing sanctions),
13. This Court's jurisdiction includes the authority to determine the standing of the defendants named by Red Rock to assert a claim for the excess proceeds from the HOA sale.

14. The court has jurisdiction to impose sanctions against parties who have recorded false claims to title as defined by NRS 205.395 and to consider the severity of the sanctions in terms of other statutes applicable to, and commensurate with, the frequency and seriousness Nationstar's corrupt business practices, under the auspices of NRS 205.377, NRS 207.360 (9)(10)(30)(35), NRS 207.400 NRS 207.470 (1)and (4), and NRS 207.480. Factual Allegations
15. Plaintiff RRFS knows that all the liens recorded related to named Defendants other than Nona Tobin, i.e., Republic Services, Wells Fargo, and Nationstar have been released on 3/30/17, 8/17/04, 3/12/15, and 6/3/19, respectively. See **Exhibit 1**.
16. The HOA sale was void as payments and tenders after 7/1/12 were rejected, misappropriated, misrepresented and/or concealed. Default did not occur as described in the 3/12/13 Notice of default or as recited in the 8/22/14 foreclosure deed. See **Exhibit 2**.
17. The Default was cured three times, but RRFS kept pursuing the predatory path to unwarranted, unjustly profitable foreclosure. See **Exhibit 3**.
18. There was no valid authorization of the sale, but RRFS disclosed deceptive and falsified documents to create the misrepresentation of reality. See **Exhibit 4**.
19. Required notices were not provided, but RRFS falsified records to cover it up. See **Exhibit 5**.
20. SCA Board imposed the ultimate sanction against the estate of the deceased homeowner, but RRFS and SCA attorneys concealed and misrepresented material facts and the law to cover it up. See **Exhibit 6**.
21. Bank of America never was the beneficiary of the Hansen deed of trust, but committed mortgage servicing fraud, refused to let two fair market value sales close escrow, refused to take the title on a deed in lieu, took possession without foreclosing, and used attorney Rock K. Jung to covertly tender delinquent assessments to circumvent the owner's rights under the PUD Rider remedies (f) to confiscate her property without foreclosing. See **Exhibit 7**.
22. Many examples of RRFS's corrupt business practices exist of keeping fraudulent books, scrubbing page numbers from ledgers, combined unrelated documents to rewrite history, scrubbing dates from emails, not documenting Board actions, and much more. See **Exhibit 8**.
23. All opposing counsels in all the litigation over the title to this one property made misrepresentations in their court filings and made oral misstatements of materials facts and law at hearings. See **Exhibit 9**.
24. The proceeds of the sale were not distributed in 2014 and RRFS's complaint for interpleader in 2021 was filed in bad faith. See **Exhibit 10**.
25. RRFS concealed the 4/27/12 debt collection contract that requires RRFS to indemnify the HOA and has been unjustly enriched thereby well over \$100,000 in fees and considerably more in undistributed proceeds. RRFS did not participate in NRS 38.310 mediation in good faith. See **Exhibit 11**.
26. In case A-19-799890-C, Brody Wight knowingly filed a motion to dismiss Nona Tobin's claims pursuant to NRCP (b)(5) and NRCP (b)(6) that was totally unwarranted, harassing, disruptive of the administration of justice, not supported by facts or law, and filed solely for the improper purpose of preventing discovery of the crimes of his law firm and its clients. See **Exhibit 12**.

- 27. None of the opposing counsels have acted in good faith in compliance with the ethic standard of their profession. All have failed in their duty of candor to the court, wasted millions of dollars in judicial resources, and have engaged in criminal conduct to further the criminal conduct of their clients. See **Exhibit 13**.
  - 28. Attorneys have knowingly presented false evidence into the court record in discovery. See **Exhibit 14**.
  - 29. Nationstar and RRFS conspired to conceal the manner in which RRFS covertly rejected Nationstar’s \$1100 offer to close the MZK sale. Civil Conspiracy. See **Exhibit 15**.
6. Excepted below are Exhibits that are relevant to Red Rock’s misconduct that was covered up by the attorneys as well as my petition for sanctions:

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## **EXHIBIT 2 THE SALE WAS VOID FOR REJECTION OF ASSESSMENTS**

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

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

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

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

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

# EXHIBIT 3 THE ALLEGED DEFAULT WAS CURED THREE TIMES

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

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

Initials: TSK

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

- 8.
9. The default was cured a third time by the 5/28/14 \$1,110 offer of one year assessments, \$275 over the super-priority.
10. RRFS fraudulently covertly rejected the offer, made to close escrow on the 5/25/14 auction.com sale, was disclosed as [SCA 302](#) and [RRFS 119](#).

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...](https://agent.equator.com/index.cfm?event=property_print_note&property_id=13154351&n...) 6/5/2014

SCA00030

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

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

# EXHIBIT 4 SCA BOARD DID NOT AUTHORIZE THE SALE BY VALID CORPORATE ACTION

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

See "*SCA Board secretly sold a dozen houses in 2014*"

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

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

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

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

See also 5/12/17 SCA attorney opinion on voidable corporate actions

# **EXHIBIT 5 REQUIRED NOTICES WERE NOT PROVIDED, BUT RECORDS WERE FALSIFIED**

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

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

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

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

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

- Resolution
- Action Items
- Participants

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

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

Resolution Notes:

Action Items [add]									
Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User	
NOS - 4 TRUSTEE SALE CANCELLED	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore	05/15/2014	05/15/2014	05/15/2014	05/15/2014		06/02/2014	Anne Moore	
Target: ESTATE OF GORDON B HANSEN, THE Case Status: Status Changed To: NOS CLOSED Comments: 89052									
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	03/07/2014	03/07/2014	02/18/2014	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.  
  
 ROSALYN LEWIS  
 CLERK OF RECORDS  
 Date Certified 4/2/15

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



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

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

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

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

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

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

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

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

# **EXHIBIT 6 SCA BOARD IMPOSED ULTIMATE SANCTION WITH NO DUE PROCESS**

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

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

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

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

# EXHIBIT 8 EXAMPLES OF RRFS CORRUPT BUSINESS PRACTICES

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

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

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

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

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

04/01/2016 11:44:10 AM

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

Building: 0002 SCA Big Sky  
 2450 Hampton Rd  
  
 Las Vegas, NV 89052

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

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

02/11/2014 8:25:18 AM

Resident Transaction Report  
SUCI Sun City Anthem Community Association  
Date: 01/01/2001 - 02/11/2014

Building: 0002 SCA Big Sky  
2450 Hampton Rd

Las Vegas, NV 89052

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

The figure above shows that RRFS 190 has scrubbed Page number 1336.  
RRFS 083 is FSR dba RRFS's final accounting on behalf of the HOA as of 8/15/14, the alleged day of the sale with no indication of any payment to the HOA and no page number 1336.

08/15/2014 9:34:02 AM

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

Building: 0002 SCA Big Sky  
 2450 Hampton Rd  
 Las Vegas, NV 89052

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: 08/13/2012			
		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



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

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

# **EXHIBIT 9 ATTORNEYS' LACK OF CANDOR TO THE TRIBUNAL**

1. All opposing counsels in all the litigation over the title to this one property made misrepresentations in their court filings and made oral misstatements of materials facts and law at hearings.
2. Brody Wight (NV Bar #13615) and/or Steven Scow (NV Bar #9906) for Red Rock Financial Services, a partnership (EIN 88-058132) conspired with, or acted in concert with, Joseph Hong (NV Bar #5595) for Joel A. Stokes, Joel & Sandra Stokes as trustees for Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust; Brittany Wood (NV Bar #7562) of Maurice Wood (NV Bar #6412) for Brian and Debora Chiesi and (maybe) Quicken Loans; and Donna Wittig (NV Bar #11015) and/or Melanie Morgan (NV Bar #8215), of Akerman LLP for Nationstar Mortgage LLC and/or dba Mr. Cooper to conceal and misrepresent material facts to the court that resulted in the obstruction of a fair adjudication of Nona Tobin's claims and to prevent ANY judicial scrutiny of the evidence.
3. Attorneys for Koch & Scow know that Nationstar's false and conflicting filed and recorded claim judicially estop Nationstar from claiming to own now, or to ever have owned the disputed Hansen deed of trust, but have conspired with attorneys from Akerman LLP, Wright, Finley, Zak LLP to conceal it and support them in their fraudulent claims with the quid pro quo being that Koch & Scow gets to keep more of the undistributed proceeds for keeping the devil's bargain.
4. Nona Tobin published warnings and filed administrative complaints about opposing parties and their role in a massive HOA foreclosure scam that has been used to mask mortgage servicing fraud on 3/14/19, 11/10/19, 12/16/20, and other

dates that have heretofore been ignored by enforcement authorities and will be filed into this case as a Request for Judicial Notice.

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

# **EXHIBIT 10 THE PROCEEDS OF THE SALE WERE NOT DISTRIBUTED PURSUANT TO NRS 116.31164(3) (2013)**

1. The proceeds of the sale were not distributed in 2014 and RRFS's complaint for interpleader in 2021 was filed in bad faith. See Exhibit 10.
2. Koch & Scow unlawfully retained the proceeds of this HOA foreclosure in the Red Rock Financial Services Trust account when the Sun City Anthem bylaws 3.20 and 3.18 explicitly prohibit any funds that are collected for the benefit of Sun City Anthem to be under the proprietary control of anyone other than the HOA Board of Directors. Steven Scow deceptively disclosed a \$57,282.32 check for this property
3. Koch & Scow refused to interplead the proceeds of the disputed 8/15/14 HOA foreclosure sale when I attempted to make a claim in September 2014 and then acted in bad faith in multiple ways to cover up the actual criminality involved in this.
4. Au contraire. On 8/27/14, RRFS paid the HOA, allegedly IN FULL, a whopping \$2,701.04, identified as "collection payment PIF" which brought the HOA's Resident Transaction Report account for Gordon Hansen to a zero balance.
5. RRFS kept \$60,399.96, \$57,282.32 of which was identified by RRFS as "excess proceeds", but all of which remains in the RRFS Trust fund account under the total, exclusive, unsupervised, unaudited and unauthorized proprietary control of Steven Scow.

# **EXHIBIT 1 1 RRFS'S FRAUD, OPPRESSION & UNFAIRNESS**

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

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

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

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

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

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

E-mail: [CICombudsman@red.nv.gov](mailto:CICombudsman@red.nv.gov)      <http://red.nv.gov>

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

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

Date: August 20, 2018

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

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

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

**Respondent:** Red Rock Financial Services LLC # E0484542011-5  
If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.  
**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code  
**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** Joel Just, former President, Red Rock Financial Services, partner # IRS tax ID 88-0358132  
If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.  
**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code  
**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Respondent:** Steven Parker, FirstService Residential, Nevada, LLC # LLC3280-1996  
If individual provide full name. If Association, provide COMPLETE Association name and Entity Number as it appears on the Secretary of State's website.  
**Contact Address:** c/o CSC Services of Nevada, 2215-B Renaissance Dr. 89119, registered commercial agent  
Street City State Zip Code

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

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

**Statement Of Disputed Issues.**

(excerpted from document to be shared with all parties)

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

**Proposed Resolution**

(excerpted from document to be shared with all parties)

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

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

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

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

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

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

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

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

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

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

# **EXHIBIT 12 ATTORNEY INTERFERENCE IN THE ADMINISTRATION OF JUSTICE**

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

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

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

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October 27, 2020

**Via Email Only:**

David Koch – [dkoch@kochscow.com](mailto:dkoch@kochscow.com)  
Brody Wight – [bwight@kochscow.com](mailto:bwight@kochscow.com)  
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**Re: Tobin v. Chiesi, et al**  
**Case No.: A-19-799890-C**

Dear Counsel:

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

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

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

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

Page 1 of 8

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

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

11 Okay. So the Court's going to rule on Sun City  
12 Anthem Community Association's Motion to Dismiss cross  
13 claimant Nona Tobin as Individual and Trustee of the Gordon B.  
14 Hansen's Trust Cross-Claim.  
15 The Court is going to grant in part and -- excuse  
16 me, defer it in part, and deny it in part; okay?  
17 The Court is going to defer it. I'm going to set a  
18 Status Check for 15 days to see if there is corporate counsel  
19 under EDCR 7.42, with regards to the Trustee role, okay, which  
20 is consistent with ensuring that we have a corporate Trustee.  
21 I am going to deny it without prejudice with regards  
22 to Nona Tobin as an individual, because as an individual, I  
23 have to look at the face of what the pleadings are before me,  
24 and given the assertions set forth under purely a 12(b)  
25 standard, the Court would find it's appropriate to deny

Page 12

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

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

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

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

# **EXHIBIT 13 LACK OF PROFESSIONAL ETHICS AND GOOD FAITH**

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

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

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

Joseph Hong, Akerman attorneys for Nationstar, and Lipson Neilson attorneys for Sun City Anthem are responsible for the waste of judicial resources in the appeal 79295 and the obstruction of the administration of justice in case A-15-720032-C by virtue of their defiance of NRCP 11 (b)(1)(2)(3)(4), Nevada Rules of Professional Conduct 3.3 (candor to the tribunal), 3.4 (fairness to opposing counsel), 3.5A (relations with opposing counsel), 4.1 (truthfulness in statements to others), 4.4 (respect for the rights of third persons) and ABA (1992) Standards for Imposing Lawyer Sanctions 6.1 (False statements, fraud, and misrepresentation).

Joseph Hong and Akerman attorneys for Nationstar are additionally culpable

for their improper ex parte communications with Judge Kishner on 4/23/19 in defiance of ABA (1992) Standards for Imposing Lawyer Sanctions 6.1 (False statements, fraud, and misrepresentation) and 6.31(b).

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

# EXHIBIT 14 PRESENTED FALSE EVIDENCE TO COVER UP CRIME

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

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

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

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

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

- 1) [2010 RMI management contract](#),
- 2) [2014 FSR management contract](#) and
- 3) [2012 RRFS debt collection agreement](#).

Sun City Anthem attorneys, for unknown reasons, aided and abetted the Plaintiffs fraudulent concealment when it disclosed the detrimental-to-the-HOA-beneficial-to-RRFS 2007 debt collection agreement.

The 2007 RRFS-SCA debt collection agreement lacks the 2012 requirement that RRFS indemnify and hold the HOA, and its members, harmless if proceedings are brought against the HOA due to allegations that RRFS negligently or willfully violated any law or regulation which is exactly what Nona Tobin alleges.

The 2007 contract was disclosed by the HOA attorneys as [SCA 164-167](#), but was also withheld by Steven Scow who concealed all contracts his various unidentifiable clients had with Sun City Anthem in his subpoena response. ([RRFS 001-425](#)).

Attorneys at Koch & Scow knew that Red Rock Financial Services had conducted a unfair, unnoticed and fraudulent sale and provided false evidence ([RRFS 001-425](#)) in response to Nona Tobin's 2/4/19 subpoena to cover it up.

Attorneys at Koch & Scow knew that the Red Rock Foreclosure file ([RRFS 001-425](#)) Steven Scow provided in response to subpoena was incomplete, inaccurate, and contained falsified documents and conspired with attorneys for Nationstar, for the HOA's errors & omissions insurance policy, for Sun City Anthem and others to conceal or to misrepresent the true facts of how the HOA sale was conducted, where the money came from and where the money went.

Some examples of documents disclosed, concealed, falsified or misrepresented, include:

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

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

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.

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

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

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

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

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

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

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

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

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

# **EXHIBIT 15 CIVIL CONSPIRACY TO COVER UP RACKETEERING WARRANTS PUNITIVE DAMAGES**

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

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

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

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

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

Answering the allegations contained in paragraph 7 of the Complaint, Nona Tobin denies the allegations contained therein as, upon information, and belief, Plaintiff knows, or should have known, that these allegations are false and Plaintiff has taken pains to obscure the misappropriation of funds by the use of sham corporate entities and misrepresentation of agency relationships.<sup>1</sup>

Page 2, Paragraph 7

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

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

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

30. Pages 2-3 1/31/17 (CRCM) of Nona Tobin’s and the Hansen Trust’s cross-claim vs Sun City Anthem shows why the RRFS’ statement on page 2, paragraph 7, is deceptive.
31. Answering the allegations contained in paragraph 8 of the Complaint, Nona Tobin denies the allegations contained therein for the reasons related to the improper contracts, the unpierceable corporate veil, and the misappropriation of funds set forth in answering paragraph 1, and because the non-judicial foreclosure action was not properly conducted pursuant to Nevada law or pursuant to the HOA’s governing documents.
32. Answering the allegations contained in paragraph 9, Nona Tobin denies the allegations contained therein as RRFS knows that RRFS made no attempt to collect the debt from Nona Tobin after 2/12/14 as there was no notice whatsoever from RRFS after that date. See 5/11/18 D. Craig Leidy declaration under penalty of perjury.
33. RRFS sold the property on 8/15/14 to a Realtor in the listing office for \$63,100 without any public notice after RRFS **explicitly withheld ALL** notice of the sale from all parties with a known interest, including those whom RRFS owed a contractual or statutory duty to inform after Nona Tobin had already sold the property for \$367,500 on auction.com on 5/8/14.
34. Further, “RRFS’s efforts resulted in a foreclosure sale” is duplicitous in that RRFS employed unfair and deceptive collection practices, conducted an unnecessary sale, that was unauthorized by any official HOA Board vote, after RRFS knowingly misappropriated payments, covertly rejecting two super-priority tenders, and falsified and concealed records to cover it up.
35. Answering the allegations contained in paragraph 7 of the Complaint, Nona Tobin denies the allegations contained therein as, upon information, and belief, Plaintiff knows that these allegations are false as the liens and claims of all named defendants, except for Nona Tobin’s 3/28/17 deed, have been released, on 3/30/17,  
“Records in Clark County, Nevada indicate that there are several potential liens and other debts secured by the Subject Property belonging to the defendants in this action.”  
“RRFS believes these debts exceed the amount currently in the possession of RRFS.”

# EXHIBIT 17 NONA TOBIN'S STANDING AS AN INDIVIDUAL

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

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

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

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

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

NONA TOBIN, an individual, has a deed to the subject property, recorded as

instrument number [201703280001452](#), that transferred the Hansen Trust's sole remaining asset to its sole beneficiary NONA TOBIN, an Individual.

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

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

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

# EXHIBIT 22 – 1/31/17 CROSS-CLAIM VS. HOA AND ITS AGENTS EXCERPTS

1/31/17 cross-claim vs. HOA and its agents Excerpts

FIFTH CAUSE OF ACTION: UNJUST ENRICHMENT (1/31/17 cross-claim vs. HOA pages 18-19)

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

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

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

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

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

b) There WAS no expense of securing possession. The Subject Property was vacant,

and the key just handed to the Buyer by TOBIN's agent.

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

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

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

e) Remittance of any excess to the unit's owner. Within a few months after the sale,

TOBIN attempted to claim the excess proceeds since it was clear the HOA AGENTS were treating the bank loan as "extinguished". In response to direct

inquiries, HOA AGENTS were deceptive about their illegal retention of the proceeds of the illegally-conducted sale and refused to speak with TOBIN about her claim, stating at different times in late 2014:

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

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

1. Cross-Claimant, NONA TOBIN, is an Individual, and is a resident of Sun City

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

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

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

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

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

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

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

8. RMI, FSR and RRFS will be referred to herein collectively as "HOA AGENTS".

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

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

#### STATEMENT OF FACTS

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

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

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

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

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

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

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

26. Rather than abandon the Subject Property or to allow it to fall into disrepair and

become a blight in this HOA, TOBIN allowed the renters who were down on their luck to remain rent-free as caretakers after Hansen's death.

27. Within a few weeks of Hansen's death, TOBIN listed the Subject Property for a short sale with "Proudfit Realty," and it was on the market for 459 days, during which TOBIN was subjected to abusive collection practices and

bizarre behavior by servicing Bank of America ("BOA") which resulted in two sales that fell out of escrow.

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

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

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

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

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

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

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

35. On 11/5/12, RRFS sent a notice to the property (2763 White Sage) stating they

received TOBIN's letter regarding the Owner's death, but did not send the notice to the dead Owner's address of record. which was TOBIN's residence - 2664 Olivia Heights, which is the address also listed on the check.

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

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

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

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

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

41. TOBIN gave all notices she received from HOA AGENTS to the Realtors to handle as part of the multiple escrows, but TOBIN was too overwhelmed

by the abusive practices of BANA to notice the details of the erroneous claims of RRFS.

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

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

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

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

46. TOBIN had the Subject Property listed with Berkshire Hathaway Home Services

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

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

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

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

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

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

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

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

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

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

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

# PETITION FOR SANCTIONS

36. COUNTER-CLAIMANT AND CROSS CLAIMANT NONA TOBIN repeats, realleges, and incorporates herein by this reference the allegations hereinabove inclusively as though set forth at length and in full herein.
37. This counterclaim has been necessitated by the COUNTER-DEFENDANT RRFS's AND CROSS-DEFENDANT NATIONSTAR's bad faith conduct.
38. Pursuant to Nevada law, COUNTER-CLAIMANT AND CROSS CLAIMANT NONA TOBIN's may recover her attorney fees as special damages because she was required to file this suit as a result of COUNTER-DEFENDANT RRFS AND CROSS-DEFENDANT NATIONSTAR' intentional conduct.<sup>2</sup>

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

39. that the disputed HOA sale is void due to fraud in the execution by Red Rock Financial Services;
40. that the disputed HOA sale did not extinguish the GBH Trust's, nor its successor in interest's rights to title;
41. that Nona Tobin is entitled to the \$57,282 undistributed proceeds of the sale with six+ plus years interest and exemplary penalties pursuant to NRS 42.005.
42. that sanctions are appropriate vs. RRFS for its fraudulent conduct of HOA foreclosures sales;
43. that sanctions are appropriate vs. RRFS for its falsification of records to evade detection of misappropriation of funds;
44. that sanctions are appropriate vs. RRFS for its retention of proprietary control of the proceeds of the foreclosure of the subject property, and of approximately a dozen other Sun City Anthem 2014 foreclosures, when RRFS knew, or should have known that the HOA Board was prohibited by Sun City Anthems bylaws from delegating proprietary control over funds collected for the sole and exclusive benefit of the association;
45. that sanctions are appropriate vs. RRFS for its failure distribute foreclosure proceeds timely after the sales, as mandated by NRS 116.31164(3):
46. that sanctions are appropriate vs. RRFS for Koch & Scow's unsupervised, unaudited retention of the funds of many, many HOA foreclosures allowed attorney trust fund violations to go undetected;
47. Koch & Scow's filed its unwarranted 6/23/20 motion to dismiss, its 8/3/20 reply in support, and its 12/3/20 motion to dismiss, knowing that all these filings contained many misrepresentations of material facts for which there was no factual support or evidence, defied NRCPC 11 (b)(3), Nevada Rules of Professional Conduct 3.3 (candor to the tribunal), 3.4 (fairness to opposing counsel), 3.5A (relations with opposing counsel), 4.1 (truthfulness in statements to others), 4.4 (respect for the rights of third persons) and ABA (1992) Standards for Imposing Lawyer Sanctions 6.1 (False statements, fraud, and misrepresentation).

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

48. that sanctions are appropriate vs. RRFS for its misappropriation of funds, covert rejection of assessments, falsification of records that allowed the unjust enrichment of undisclosed partners and co-conspirators;
49. that Nona Tobin is entitled to treble damages for the fraudulent confiscation of the subject property, valued on 12/27/19 at \$505,000 property pursuant to NRS 207.470(1) as RRFS's actions on the dozen 2014 unnoticed foreclosures constitute racketeering;
50. that sanctions are appropriate pursuant to NRS 18.010(2) vs. RRFS for its filing the improper interpleader action with penalties as all other named defendants' liens have been released and Nationstar mortgage is judicially estopped from claiming it ever was the beneficial owner of the Hansen deed of trust;
51. that Nona Tobin, an individual's, 3/28/17 deed is the sole valid title claim;
52. that Jimijack's defective, 6/9/15 deed was inadmissible as evidence to support its title claim pursuant to NRS 111.345;
53. that the Joel Stokes-Civic Financial Services "agreement", recorded on 5/23/19, and misrepresented to Judge Kishner on 5/21/19 as the Nationstar-Jimijack settlement was fraud on the court and sanctionable conduct pursuant to ;
54. that sanctions are appropriate vs. Nationstar and its Akerman attorneys pursuant to NRCPC 11 (b)(1)(2)(3)(4) (misrepresentations in court filings), Nevada Rules of Professional Conduct 3.3 (candor to the tribunal), 3.4 (fairness to opposing counsel), 3.5A (relations with opposing counsel), 4.1 (truthfulness in statements to others), 4.4 (respect for the rights of third persons) and ABA (1992) Standards for Imposing Lawyer Sanctions 6.1 (False statements, fraud, and misrepresentation).
55. To declare that Joel Stokes' deed, recorded on 5/1/19, was void as Jimijack had no interest to convey and that this transfer prior to the 6/5/19 trial was for the corrupt purpose of deceiving the court into allowing Joel Stokes and Nationstar to perpetrate a fraud on the court;
56. That Nona Tobin is entitled to recoup treble damages pursuant to NRS 207-470 and
57. That Nona Tobin is entitled to is entitled to recoup damages, five years of rental income from Jimijack;
58. that Nationstar Mortgage LLC's (Herein "NSM" or "Nationstar") claims to own the beneficial interest of the disputed Western Thrift Deed of Trust (Herein "DOT") are false and sanctionable under NRS 205.395, NRS 205.377, NRS 207, 400 and that Nona Tobin is entitled to treble damages by their misconduct pursuant to NRS 207.470 and 480;
59. that all instruments, encumbrances and assignments, and expungements of lis pendens that were improperly and/or unlawfully notarized, executed or recorded to create false claims, or were done for the improper purpose of abrogating Tobin's rights during the pendency of litigation, and/or prior to the adjudication of Plaintiff's claims in this instant action, are cancelled and declared without legal force and effect; and
60. that attorneys pay Tobin's attorney fees and costs as a sanction pursuant to NRCPC 11(b)(1)(3) and/or NRS 18.010(2)

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

Dated this 27TH day of February 2021.

A handwritten signature in black ink that reads "nona Mi". The signature is written in a cursive, lowercase style.

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

# Exhibit G-1

## SCA Board did not comply with HOA meeting laws

The sale of 2763 White Sage Drive is voidable.

SALE WAS NOT AUTHORIZED BY A SCA BOARD ACTION TAKEN IN COMPLIANCE WITH THE PROVISIONS OF [NRS 116.31083](#) AND [NRS 116.31085](#)

1. [NRS 116.3102](#) define the powers of unit-owners' association.
  - [NRS 116.3102\(m\)](#) limits the association's authority to sanction an owner for an alleged violation of the governing documents by requiring the association to provide notice and due process as delineated in [NRS 116.31031](#) to the owner who may be sanctioned.

*(m) May impose reasonable fines for violations of the governing documents of the association only if the association complies with the requirements set forth in [NRS 116.31031](#).*

### [NRS 116.3102\(m\)](#)

With certain exceptions defined in [NRS 116.31085](#), Board actions must occur at duly called Board meetings, compliant with the provisions of [NRS 116.31083](#), i.e.,

- that are open to all unit owners,
- that provide meaningful notice of the actions the Board intends to take at that meeting,
- that provide minutes of all Board decisions made and actions taken.

## SCA Board voted in closed meetings to impose sanctions without notice

SCA board did not take any valid votes to authorize the sale of 2763 White Sage in any open meeting with agendas and minutes that complied with the requirements in [NRS 116.31083 \(2013\)](#) and [NRS 116.31085 \(2013\)](#).

Therefore, the decision and the sale are voidable.

## NO COMPLIANT AGENDAS ANNOUNCED AN INTENT TO FORECLOSE

### SCA BOARD DID NOT PROPERLY AUTHORIZE ANY FORECLOSURES

- SCA did not publish notice of its intent to authorize the sale of 2763 White Sage Drive on any agenda for any meeting of the Board in the manner prescribed by NRS 116.31083(5) and NRS 116.3108(4).
- According to NRS 116.31083(5), meetings of an association's executive board must comply with the provisions of subsection 4 of NRS 116.3108.
- NRS 116.3108(4) defines requirements of notice and agendas:

(a) *A clear and complete statement of the topics scheduled to be considered during the meeting, ...*

(b) *A list describing the items on which action may be taken and clearly denoting that action may be taken on those items. In an emergency, the units' owners may take action on an item which is not listed on the agenda as an item on which action may be taken.*

(c) *A period devoted to comments by units' owners regarding any matter affecting the common-interest community or the association and discussion of those comments. Except in emergencies, no action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken pursuant to paragraph (b).*

#### **NRS 116.3108(4)**

**No minutes of any SCA Board meeting, compliant with NRS 116.31083 and NRS 116.31085, document a Board action to authorize the foreclosure of 2763 White Sage Drive was ever taken, and therefore the decision is voidable.**

- NRS (2013) 116.31083 (8) (10) require the Board to maintain “*the minutes of each meeting of the executive board until the common-interest community is terminated.*” that include the following specific information:

8. Except as otherwise provided in subsection 9 (*Section 9 allows the Board to “establish reasonable limitations on materials, remarks or other information to be*

*included in the minutes of its meetings.”) and NRS 116.31085, the minutes of each meeting of the executive board must include:*

- (a) The date, time and place of the meeting;
- (b) Those members of the executive board who were present and those members who were absent at the meeting;
- c) The substance of all matters proposed, discussed or decided at the meeting;
- (d) A record of each member s vote on any matter decided by vote at the meeting; and
- e) The substance of remarks made by any unit s owner who addresses the executive board at the meeting if the unit s owner requests that the minutes reflect his or her remarks or, if the unit s owner has prepared written remarks, a copy of his or her prepared remarks if the unit s owner submits a copy for inclusion.

**IT IS IMPERMISSIBLE TO SANCTION AN OWNER IN A CLOSED MEETING without a hearing**

11/15/12      [NRED Advisory 12-05-116 Executive Session Agendas](#)

- **The decision to foreclose on 2763 White Sage was made in a closed session which was not permissible under the terms of NRS 16.31085 (3) (4) and is therefore voidable.**
- [NRS 116.31085](#)(3) defines the only permissible topics of discussion and actions the Board is authorized to take in an executive session closed to owners

**NRS 116.31085 (3)**

3. *An executive board may meet in executive session only to:*

(a) Consult with the attorney for the association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in [NRS 49.035](#) to [49.115](#), inclusive.

(b) Discuss the character, alleged misconduct, professional competence, or physical or mental health of a community manager or an employee of the association.

(c) Except as otherwise provided in subsection 4, discuss a violation of the governing documents, including, without limitation, the failure to pay an assessment.

(d) Discuss the alleged failure of a unit's owner to adhere to a schedule required pursuant to [NRS 116.310305](#) if the alleged failure may subject the unit's owner to a construction penalty.

#### **NRS 116.31085 (3)**

1. Whereas NRS 116.31085(3)(c) only authorizes the Board to “**discuss**” alleged violations of the governing documents in executive session, NRS 116.31085(4) only permits Board action to sanction an owner for an alleged violation in closed session when it holds a hearing at which the owner can present a defense to dissuade the Board from imposing a sanction for an alleged violation.

#### **NRS 116.31085(4)**

4. An executive board shall meet in executive session to hold a hearing on an alleged violation of the governing documents unless the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the executive board. If the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted, the person:

(a) Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidence and the testimony of witnesses;

(b) Is entitled to due process, as set forth in the standards adopted by regulation by the Commission, which must include, without limitation, the right to counsel, the

*right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel; and*

*(c) Is not entitled to attend the deliberations of the executive board.*

NRS 116.31085(4)

## **NO MINUTES = IT NEVER HAPPENED**

1. NRS 116.31085(6) requires the Board to report its actions taken in closed session in the regular Board minutes.

*6. Except as otherwise provided in this subsection, any matter discussed by the executive board when it meets in executive session must be generally noted in the minutes of the meeting of the executive board.*

NRS 116.31085(6)

1. There are no minutes of any SCA Board meeting that document a Board action to authorize the sale of 2763 White Sage Drive.
2. NRS 116.31085 (6) also defines a sanctioned owner's right to receive minutes of any closed meeting at which the Board took action to sanction an owner for an alleged violation pursuant to a hearing.

The executive board shall maintain minutes of any decision made pursuant to subsection 4 concerning an alleged violation and, upon request, provide a copy of the decision to the person who was subject to being sanctioned at the hearing or to the person's designated representative.

1. **SCA refused to provide minutes as required by NRS 116.31085(6) to document a decision to foreclose was made pursuant to a hearing make the action voidable.**
2. See [2/26/19 SCA response to Tobin's RFDs](#) (request for documents) .
3. See [2/26/19 SCA response to Tobin's ROGs](#) (interrogatories)
4. The fact that SCA Board did not provide notice of its intent to authorize the foreclosure of 2763 White Sage, nor offer the owner an opportunity for an open hearing, nor hold a hearing that provided the owner with the mandated due process is evidenced by CAM Lori Martin's June 1, 2016 email refusing Tobin's request for minutes of any meeting at which the BOD took action to foreclose:

*“Your request for the “minutes where actions leading to foreclosure for delinquent assessment(s) was approved for 2763 White Sage” cannot be fulfilled since those minutes are Executive Session minutes and not privy to the anyone except the Board. The only time Executive Session minutes are released to a homeowner is if a hearing was held and then, only that portion of the meeting minutes is provided.”*

CAM Lori Martin’s June 1, 2016 email refusing Tobin’s request for minutes

## **No notice or hearing was provided**

### **SCA BOARD DID NOT PROVIDE MANDATED NOTICE AND HEARING PRIOR TO IMPOSING A SANCTION FOR THE ALLEGED VIOLATION OF DELINQUENT ASSESSMENTS**

[NRS 116.31031](#) requires any HOA Board to provide due process to an owner prior to the imposition of any penalty for an alleged violation of the governing documents.

4. *The executive board may not impose a fine pursuant to subsection 1 unless:
    - (a) *Not less than 30 days before the alleged violation, the unit’s owner and, if different, the person against whom the fine will be imposed had been provided with written notice of the applicable provisions of the governing documents that form the basis of the alleged violation; and*
    - (b) *Within a reasonable time after the discovery of the alleged violation, the unit’s owner and, if different, the person against whom the fine will be imposed has been provided with:
      - (1) *Written notice:
        - (I) *Specifying in detail the alleged violation, the proposed action to cure the alleged violation, the amount of the fine, and the date, time and location for a hearing on the alleged violation; and*
        - (II) *Providing a clear and detailed photograph of the alleged violation, if the alleged violation relates to the physical condition of the unit or the grounds of the unit or an act or a failure to act of which it is possible to obtain a photograph; and**
      - (2) *A reasonable opportunity to cure the alleged violation or to contest the alleged violation at the hearing.***
- For the purposes of this subsection, a unit’s owner shall not be deemed to have received written notice unless written notice is mailed to the address of the unit and, if different, to a mailing address specified by the unit’s owner.*

5. *The executive board must schedule the date, time and location for the hearing on the alleged violation so that the unit's owner and, if different, the person against whom the fine will be imposed is provided with a reasonable opportunity to prepare for the hearing and to be present at the hearing.*

6. *The executive board must hold a hearing before it may impose the fine, unless the fine is paid before the hearing or unless the unit's owner and, if different, the person against whom the fine will be imposed:*

(a) *Executes a written waiver of the right to the hearing; or*

(b) *Fails to appear at the hearing after being provided with proper notice of the hearing.*

7. *If a fine is imposed pursuant to subsection 1 and the violation is not cured within 14 days, or within any longer period that may be established by the executive board, the violation shall be deemed a continuing violation. Thereafter, the executive board may impose an additional fine for the violation for each 7-day period or portion thereof that the violation is not cured. Any additional fine may be imposed without providing the opportunity to cure the violation and without the notice and an opportunity to be heard required by paragraph (b) of subsection 4.*

8. *If the governing documents so provide, the executive board may appoint a committee, with not less than three members, to conduct hearings on alleged violations and to impose fines pursuant to this section. While acting on behalf of the executive board for those limited purposes, the committee and its members are entitled to all privileges and immunities and are subject to all duties and requirements of the executive board and its members.*

## **5/12/17 SCA attorney opinion**

Adam Clarkson stated unironically, and apparently, with a complete lack of self-awareness, that SCA Board compliance with specific meeting laws is required for its corporate actions to be valid.

In his first legal opinion as SCA's Legal counsel and debt collector, Clarkson *stated, inter alia,*

*Corporate actions are either valid, void, or voidable depending upon whether or not corporate procedure was properly followed. The reason it is relevant to properly notice and agendaize a meeting under NRS 116.3108, 116.31083 & 116.31085 is because a failure to do so results in void or voidable corporate actions. This brings us to why "workshops" cannot be regulated, prohibited, or required to be noticed.*

SCA Board did not comply with NRS 116 meeting laws when it made decisions regarding collection fines, debt forgiveness or foreclosures.

# Exhibit G-2 Limits on closed HOA board meetings

## SCA CC&Rs 7.4 Compliance and Enforcement

### 7.4. Compliance and Enforcement.

(a) Every Owner and Occupant of a Lot shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws. The Board shall

35

## SCA bylaws 3.26 Enforcement Procedures

### 3.26. Enforcement Procedures.

Prior to exercising certain enforcement rights set forth in Section 7.4 of the Declaration and the Governing Documents, the Association shall comply with the following notice and hearing procedures:

## 11/15/12 NRED Advisory 12-05-116 Executive Session Agendas

The agendas for executive board meetings held in executive session need to be detailed enough to show owners that the board is discussing only those items permitted by NRS 116.31085(3) and include clear and complete statements of the topics and actions possible.

### **ANALYSIS OF THE ISSUE:**

According to NRS 116.31083(5), meetings of an association's executive board must comply with the provisions of subsection 4 of NRS 116.3108. NRS 116.3108(4) concerns meetings of unit owners and requires an agenda to state:

(a) A clear and complete statement of the topics scheduled to be considered during the meeting, including, without limitation, any proposed amendment to the declaration or bylaws, any fees or assessments to be imposed or increased by the association, any budgetary changes and any proposal to remove an officer of the association or member of the executive board.

(b) A list describing the items on which action may be taken and clearly denoting that action may be taken on those items. In an emergency, the units' owners may

SCA bylaws 3.15 provides that all HOA Board meetings must be open to members with specified exceptions. This provision parallels NRS 116.31083.

3.15. Open Board Meetings. Subject to the provisions of Section 3.16, all Board meetings shall be open to all Members. Members other than directors may participate in any discussion or deliberation except those taking place in executive session; provided, the President may place reasonable limitations on the time any such individual may speak on any matter.

Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude Persons other than directors, to (a) consult with an attorney for the Association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) discuss matters relating to personnel; or (c) discuss a violation of the Governing Documents alleged to have been committed by an Owner. Any matter discussed in executive session must be generally noted in the Board meeting minutes. Further, the Board shall maintain detailed minutes of any matter discussed regarding an Owner's alleged violation of the Governing Documents and, upon request, provide a copy of those minutes to said Owner (or his or her designated representative).

SCA bylaws 3.15A Executive Session defines the limited topics that can be discussed in closed meetings and define the due process required prior to the Board imposing a sanction against an owner for alleged violation.

3.15A Executive Session.

(a) Except as otherwise provided in this section, an Owner may attend any meeting of the Members or of the Board of Directors and speak at any such meeting. The Board of Directors may establish reasonable time limitations on the time an Owner may speak at such a meeting.

(b) The Board of Directors may not meet in executive session to enter into, renew, modify, terminate, or take any other action regarding a contract, unless it is a contract between the Association and an attorney.

(c) The Board of Directors may meet in executive session only to:

**May take action only under (i). For the others, only discussion is allowed.**

(i) Consult with the attorney for the Association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in NRS 49.035 to 49.115, inclusive, or entering into, renewing, modifying, terminating or taking any other action regarding a contract between the Association and an attorney;

(ii) Discuss the character, alleged misconduct, professional competence or physical or mental health of a community manager or an employee of the Association;

(iii) Discuss a violation of the Governing Documents including, without limitation, the failure to pay an assessment; or

(iv) Discuss the alleged failure of an Owner to adhere to a schedule required by the Association for completion of the design of an Improvement or modification, or the commencement and completion of construction, or the issuance of a permit necessary for the occupancy or use, of such Improvement or modification, if such alleged failure may subject the Owner to a construction penalty as provided in the Declaration.

SCA bylaws 3.15A Executive Session defines the due process required prior to the Board being able to impose a sanction against an owner for alleged violation of the governing documents, like for delinquent assessments.

(d) The Board of Directors shall meet in executive session to hold a hearing on an alleged violation of the Governing Documents unless the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the Board of Directors. If the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted, the person:

(i) Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidences and the testimony of witnesses; and

(ii) Is not entitled to attend the deliberations of the Board of Directors.

(e) Except as otherwise provided in this section, any matter discussed by the Board of Directors when it meets in executive session must be generally noted in the minutes of the meeting of the Board of Directors. The Board of Directors shall maintain minutes of any decision concerning an alleged violation and, upon request, provide a copy of the decision to the person who is subject to being sanctioned at the hearing or to his designated representative.

(f) Except as otherwise provided above, an Owner is not entitled to attend or speak at a meeting of the Board of Directors held in executive session.

#### **DELINQUENCY REPORT MUST BE MADE IN AN OPEN SESSION OF THE BOARD**

SCA bylaws 3.21(f)(v)

#### **SCA bylaws 3.21. Accounts and Reports.**

(f)... commencing at the end of the quarter in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing...:

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent



# EXHIBIT H-1

Nona Tobin <nonatobin@gmail.com>

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

1 message

Nona Tobin <nonatobin@gmail.com>

Thu, Mar 14, 2019 at 12:37 AM



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

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

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

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

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

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

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

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

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

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

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

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

TOBIN. 4582

### **A lingering consequence of the market crash**

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

### **A new twist**

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

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

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

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

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

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

### **Banks reat owner protections as optional, not mandatory**

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

### **Silence means compliance - or acquiescence**

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

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

### **Rabbit out of the hat**

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

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

### **Meanwhile...nobody knows what escheat means**

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

No worries.

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

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

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

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

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

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

TOBIN. 4583

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **That was the least of their problems**

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

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

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

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

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

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

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

In my case, the homeowner died.

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

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

### **Two bites of the apple**

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

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

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

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

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

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

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

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

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

TOBIN. 4585

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

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

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

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

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

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

It's simply a low percentage game.

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

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

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

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

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

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

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

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

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

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

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

From: **Nona Tobin** <[nonatobin@gmail.com](mailto:nonatobin@gmail.com)>

Date: Mon, Feb 25, 2019 at 9:13 AM

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

To: Joe Coppedge <[joe@mushlaw.com](mailto:joe@mushlaw.com)>

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

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

**TOBIN. 4586**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### [HOA OPPC to bank MSJ](#)

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

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

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

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

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

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

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

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

**TOBIN. 4587**

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

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

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

The Association exists to protect the owners' common good.

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

The Board has the sole power to act.

Agents can advise, not direct.

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

The Board owes no duty to its agents.

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

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

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

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

**TOBIN. 4588**

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

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

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

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



## EXHIBIT H-2

Nona Tobin <nonatobin@gmail.com>

### HOA debt collectors wield an unlawful level of power

1 message

Nona Tobin <nonatobin@gmail.com>

Tue, Feb 19, 2019 at 4:39 PM

Thanks for asking about the quiet title case that I've been drowning in for several years. Here is an overview. Any suggestions you have on how to inspire public attention or to get investigation and action by the Attorney General (since NRED is failing so miserably) would be greatly appreciated.

*This particular HOA foreclosure dispute is like hundreds of other Nevada and Federal court cases disputing HOA sales in some important ways.*

#### *The same vultures are fighting over the profits of a house sold for pennies on the dollar*

Like other quiet title cases, the dispute over the 2014 HOA foreclosure of 2763 White Sage Drive is one battle in the war over which vulture gains windfall profits - real estate speculators, banks or HOA debt collectors – created by an HOA's seizing a home to recover a small delinquency in assessments.

#### *Like many other cases,*

- the delinquent homeowner was deceased
- the property was underwater
- the servicing bank wouldn't approve a short sale
- the HOA managing agent held the Nevada debt collector license and was financially incentivized toward predatory collection and foreclosure.
- the banks claiming an interest tendered nine months of assessments (the portion of the HOA lien that has "super-priority" over a first deed of trust) to try to stop the sale.
- the HOA debt collector unlawfully refused the banks' tender
- the debt collector unlawfully foreclosed on the total lien, including excessive collection costs claimed by the collector, that were both unauthorized and unearned.
- this house was sold to knowledgeable speculators for pennies on the dollar without notice to the owner or the lender
- the deed of trust was turned into an unsecured debt
- the owner lost all rights to the property but could still be pursued for the mortgage

#### *Like ALL other Nevada HOA foreclosure cases,*

- Sun City Anthem Community Association (SCA) did not receive any of the windfall profits from an unnoticed sale that rendered the property free and clear of all debt
- HOA homeowners have suffered a loss in property values by the Board letting debt collectors profit by usurping the HOA's power to foreclose

#### *How this case is different*

TOBIN. 4590

It is unusual for a homeowner to choose to invest lots of time and money to get a foreclosed home back. It could only happen in this case because the executor of the deceased homeowner's estate is not the debtor, a deadbeat, or dead.

**Who is claiming to be the rightful owner of the foreclosed house?**

1. The speculator in possession claims he should be able to keep a \$500,000 house he got free and clear for One Dollar from some guy who got it somehow from some other guy who bought it at the HOA foreclosure sale even though his only claim to own it is a fraudulent quit claim deed that is contradicted by the HOA's record of ownership
2. The executor of the estate of the deceased homeowner who had a \$375,000 offer on the table when the HOA debt collector sold the property to a Realtor in the listing office for \$63,100 in a surprise sale that violated Nevada law and SCA governing documents' guarantee of due process
3. The bank that has engaged in provable mortgage servicing fraud in that it has recorded and notarized sworn affidavits falsely claiming that it is owed \$389,000 on a note it neither owns nor possesses.

**Who is the HOA fighting for?**

On the advice of its financially-conflicted general counsel/debt collector, SCA is fighting tooth and nail against the homeowner re-gaining title without the Board understanding that the HOA gains anything if the owner loses.

The SCA Board is spending lots of money to convince the judge that the HOA Board acted reasonably and lawfully by relying totally on the word of the debt collectors and not allowing the owner a chance to be heard.

***I've described the HOA foreclosure problem, and how this case relates, multiple times online on [SCAstrong.com](http://SCAstrong.com).***

***Here are some examples:***

- ***"The house that took over a life"***
- ***"Darcy Spears nailed it about HOA foreclosures"***
- ***"HOA collection practices cost us all more than you think"***
- ***"Paying attorneys to disappear political opponents"***

Thanks for your interest. I appreciate any assistance you can provide.

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

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

# EXHIBIT H-3

## THE HOUSE THAT TOOK OVER A LIFE

*Published first on SCAstrong.com on 1/14/18*

Six years ago today my fiancé Bruce died, leaving me to deal with an underwater house that has consumed many of my waking hours to this day.

The story of this house, the source of so much aggravation, is the poster child for how homeowners and HOAs have been victimized by banks, debt collectors, managers and attorneys in the aftermath of the housing market crash a decade ago.

### **Long story short starts with the banks**

- Housing market crashed.
- Bruce died at the bottom of the market.
- He left a trust with one asset – an underwater house.
- The banks would not refinance it nor approve any short sale.

### **First plot twist**

In the vast majority of the legal battles over an HOA foreclosure, the homeowner is gone before the fight. The homeowner doesn't fight if the delinquent debtor was a deadbeat, debilitated by debt, or died.

I am not a deadbeat, or even the debtor, nor debilitated nor dead.

I am a fiduciary, fighting for the rights of Bruce's trust.

### **Back to the bank....**

- After B of A botched several sales, I refused to keep paying maintenance costs, such as HOA assessments and utilities.

- B of A took possession but would not take title and did not foreclose nor accept a deed in lieu offer from me.
- Nationstar took over servicing from B of A, but Nationstar's investor also refused to close any deal no matter how good the offer was.

## Enter SCA agents to try to beat the bank

- Story continues for a couple of years with SCA agents starting and stopping, scheduling and then withdrawing a threatened foreclosure for delinquent assessments
- B of A tendered the super-priority portion of delinquent SCA assessments, but SCA's agents (FSR and Red Rock Financial Services) refused to accept less than their version of full payment – very similar to the \$55,000 Citibank settlement Rex reported out from the December 7 Board meeting.
- After SCA's agents cancelled the foreclosure sale multiple times, they sold it in 2014 to a Realtor for 18% of its value, \$63,100 without ANY notice to me, my agent, or the bank. This Realtor worked in the Berkshire-Hathaway office where my listing agent worked.

## Unbeknownst to the SCA Board, its agents were secretly working for themselves

- SCA's agents told the Ombudsman that the sale was cancelled, but then secretly held the sale anyway and did not EVER report to the Ombudsman that a foreclosure sale had occurred.
- After the surprise sale in 2014, SCA agents credited SCA with only **\$2,700 of the \$63,100 sale proceeds as payment in full**, and SCA agents unlawfully kept the \$60,400 balance.
- FSR did not ever report in HOA records that the house was sold to the Realtor, or that the Realtor ever paid any assessment enhancement fees or new owner fees.
- HOA records (created by FSR) are in direct conflict with recorded documents and show that a dentist took possession after the foreclosure, not the Realtor named on the foreclosure deed created by FSR.
- There are two recorded title changes in the county records that do not exist in SCA's records for which FSR has some explaining to do.

## **SCA is in, but can't win**

Three lawsuits to quiet title from 2015 to the present have thousands of pages of documents filed.

SCA is in the middle of this complex litigation even though there is nothing SCA can win and where there is nothing to lose but attorney fees.

### **Lawsuit 1**

The dentist who currently has possession of Bruce's house sued SCA and B of A for quiet title in 2015.

Records conflict about when the dentist took possession of Bruce's house. It was either in 2014 after SCA agents foreclosed (which is what SCA records say), or he took possession in 2015 when he recorded a fraudulent quit claim deed (which is what County records say).

The court issued a judgment of default against B of A who did not respond to the summons. SCA was still in the lawsuit because the dentist inexplicably never served SCA a notice to appear.

### **Lawsuit 2**

In 2016 Nationstar sued the Realtor who held the foreclosure deed, but then found out about lawsuit 1.

Nationstar took B of A's place in the lawsuit. even though neither bank is owed any money from the mortgage.

### **Lawsuit 3**

On behalf of Bruce's trust, I sued all parties in 2017 to claim the title should be returned to Bruce's trust because the foreclosure sale was conducted unlawfully in SCA's name by SCA agents.

The dispute over the title to Bruce's house is between me, the dentist, and the bank.

SCA has no financial interest in the title and was already paid in full for delinquent assessments in 2014.

### **Why is SCA being sued for its agents' misconduct?**

SCA's former agents foreclosed under SCA's statutory authority.

SCA is responsible for its agents, and the SCA Board is responsible for ensuring that its agents act lawfully.

SCA Board President Rex and SCA's current agents refused to negotiate or do anything whatsoever to attempt resolution without litigation.

SCA could have gotten out of the litigation without cost by simply stating that the Board did not authorize SCA's former agents to conduct the foreclosure sale unlawfully and affirming that no current or former Board member profited from the non-compliant sale.

### **How does this all relate to the big picture of protecting homeowners from being forced to pay for agents' misconduct?**

What happened to Bruce's house has happened a thousand times in Nevada in the last decade.

After getting rid of FSR, SCA jumped from the frying pan into the fire and hired Alessi & Koenig in 2015 to be SCA's debt collector attorneys without noticing that they had been sued in 500 of 800 HOA foreclosures they conducted between 2011-2015.

The situation worsened when Alessi & Koenig hid their assets from creditors, dissolved their corporation and morphed into HOA Lawyers Group. SCA

continued to use HOA Lawyers Group after they were put on notice of the fraudulent scheme.

The downward spiral in how SCA handles debt collections continues to this day by contracting with the Clarkson Law Group despite their unethical practices designed to prevent these problems from being disclosed to the membership.

A 2017 UNLV/Association of Realtors study showed that HOA foreclosures have cost the real estate market **\$1 billion** due to the approximately 700 cases they identified Clark and Washoe Counties alone between 2013 and early 2016.

HOA Boards statewide have been duped (like SCA Board has been) into facilitating this major rip-off contrary to the financial interests of the associations and their members.

## EXHIBIT H-4

### [HOA collection practices cost us all more than you think](#)

*Published 3/28/18 on SCAstrong.com*

#### *What makes our property values go down?*

There has been a lot of concern expressed about how having – or not having – a restaurant lowers property values.

There have also been concerns expressed that owners calling for a removal election or complaining about how they were being treated would make this community unattractive to purchasers.

I think those issues, as serious as they are, pale in comparison to the impact HOA collection practices, including SCA's, have had in suppressing the property values in HOAs statewide.

The Reno Gazette-Journal reported last July that an academic study provides evidence for this claim.

[Click here for the 7/7/17 Reno Gazette-Journal news article that ran under the headline:](#)

## HOA foreclosures tied to more than \$1B in lost Reno, Vegas home values

In my blog "[The house that took over a life](#)", I wrote about how my late fiance Bruce's house was snatched by SCA's former agents and sold for pennies on the dollar.

You might have felt bad for me, but you probably didn't think that foreclosure, and the other foreclosures that have occurred, lowered your property value as well.

[The recent study by UNLV LIED Institute for Real Estate](#) and Nevada Association of Realtors claims it did.

In fact, the study supports the claim that the entire system is flawed, and **ALL** homeowners pay a price every time their HOA's debt collector kicks an owner out of their home and then (on the owners' dime) tries to beat the bank out of their security interest in court.

## Survey says:

### *Homeowners are not happy with HOAs*

Part of the research included surveys of Clark and Washoe County residents that I'll report in another blog, but generally, those surveyed were not pleased with HOAs.

In particular, those academics' research ([Click here for executive summary of report](#)) showed that many Nevada residents (81%) are unhappy with HOAs' having "super-priority" status to foreclose for delinquent assessments because it hurts them (all the other owners in the HOAs).

## One of the study's conclusions:

*"The LIED Institute found that every HOA foreclosure reduces the sale price of every property in the HOA by 1.7%. Thus, LIED inferred that every property, even the ones that have not sold, has suffered this same value reduction. "*

*–Analysis of HOA foreclosures in Clark and Washoe counties from 1/1/13–6/30/16*

In just two counties, HOA foreclosures have over a **BILLION DOLLARS** worth of impact on property values.\*

The disparity between "ordinary" foreclosure sales and HOA foreclosures is just as shocking. An "ordinary" foreclosure sale decreases sale price by roughly 5.26% in Nevada. That is minuscule compared to the 42% discount of HOA foreclosure transactions in Clark County and 90% discount in Washoe County. In Clark County alone, every HOA foreclosure reduces the sale price of every property in the HOA by 1.7%. An SGS survey conducted in March 2017, showed that 81% of respondents opposed HOAs having the power to foreclose on homes over unpaid association dues knowing the large discounts those homes are sold for.

What happened to my late fiance's house as well as my analysis of public records of multiple foreclosed properties has led me to conclude that this finding,

“...every HOA foreclosure reduces the sale price of every property in the HOA by 1.7%“,  
underestimates the impact on ALL homeowners' property values by a large margin.

But, I'll share that analysis with you in another blog.

## **We ALL pay**

Those personally victimized by unfair HOA foreclosures are not the only ones damaged financially by them. My detailed review of the study shows there were even more significant financial impacts on ALL HOA homeowners statewide, and **from more causes**, than those identified in the UNLV/NAR study.

## ***Why do HOA foreclosures lower property values?***

The study identifies a few major reasons why HOA foreclosures bring down the values of ALL properties in the HOAs:

1. **Depressed sales price** – Properties are sold at HOA sales for a small fraction of the property's fair market value (FMV). Since the buyer pays pennies on the dollar of what it is worth, ALL community property values go down.  
**Study says: *Every home in an HOA loses 1.7% when the HOA forecloses.***
2. **Banks charge more for loans in HOAs** to cover the risk of loss if the HOA forecloses. HOAs' super-priority extinguishes the bank's security interest (mortgage) and the study estimated how much banks have lost after the banks' loans were cancelled.  
**Study says: *Banks lose 100% of the loan balance on every property sold at an HOA sale, and [Federal and Nevada courts disagree about how to handle this.](#)***
3. **Corruption** within HOAs, particularly when management agents have a financial connection with the debt collection agent as was happening at

SCA until 2015 when FSR, our managing agent, was financially intertwined with, and was the license-holder for SCA debt collector, Red Rock Financial Services

**Study says:**

**“...80% of respondents would support a law prohibiting HOA management companies from also owning and operating their own HOA collection agencies.”**

## **So what?**

This series of blogs is intended to put SCA's collection practices within a much larger context so you can see how we are all affected.

- SCA is just one of over 2,500 HOAs in Nevada in the LIED database.
- Nevada is just one of 22 states that have huge problems with HOA agents, **using the HOA's power to foreclose**, such that

1) both the homeowner and the bank lose 100% of their property, 2) the HOA gets very little they are owed, and  
3) the debt collector gets very, very rich, frequently by taking more money under the table than the law allows them to charge.

- My late fiance's house is just one little house, but it is a stark example of what happened many thousands of times in the wake of the 2008 economic collapse.

## ***The foreclosure system is broken and needs to be fixed***

Whenever you have economic turmoil and large reversals of fortune, you have a breeding ground for corruption. I want to show you how the limitations in the legal and judicial system have allowed some unscrupulous individuals (and institutions) to wildly profit at your expense and mine.

Did SCA Board members profit at owners' expense?

**No. Certainly not me.**

**I did not, and will not, profit from exposing any of this.**

*No other SCA Director profited from any of this either.*

As you peruse these next few blogs about how SCA collection practices affect **your personal bottom line**, please note:

1. I did not ever place a matter before the SCA Board from which I made, or could have made, any profit. No matter what action the SCA Board takes, or doesn't take, related to collections or foreclosures has any impact on the quiet title decision of Judge Kishner, Nevada 8th district Court.
2. I don't believe any current or former SCA Board member personally profited from the foreclosure of any SCA property.
3. I believe SCA Board members have simply trusted and followed the advice of SCA's agents without suspecting that the agents had set the process up to unjustly enrich themselves.
4. I don't believe anyone on the current SCA Board understands that the SCA Board has legal alternatives for handling collections that could prevent many of the downsides using self-serving debt collectors who unfairly profit from foreclosures and the huge volume of litigation that ensues.
5. However, I believe the current SCA Board is culpable for REFUSING to even examine flaws in SCA's collection system or to consider more humane options which would benefit ALL SCA homeowners financially more than SCA's agents benefit.

**HOA Boards and homeowners have frequently been victimized by their agents (managers, debt collectors and attorneys) who can take advantage of their ignorance or inattention.**

The HOA Board must ensure all assessments are collected. That's a given.

But, in general, volunteer boards do not have the expertise to select the most cost-effective and humane method for doing so.

Our SCA Board has been duped by all three (or four or five) debt collectors SCA has used. They have all unjustly profited by conducting foreclosures without following the statutes, by retaining proceeds from the sales that they were not legally entitled to, and/or by tricking the Board into believing that their costly methods were the only legal option.

### **Our cost when agents serve themselves**

It's tragic how easy it is for HOA agents who play fast and loose with the law to unjustly enrich themselves. Lax enforcement of the laws on the books, such as they are, is ineffective to stop their fingers from reaching into our pockets.

Statewide, a much stronger regulatory system is needed to prevent such institutionalized corruption from getting a stronghold, and to protect HOAs and homeowners from getting ripped off.

### **Why would a debt-collecting agent derail his gravy train?**

Telling the SCA Board that there are more cost-effective options to successfully collect assessments than using the SCA association legal counsel as the debt collector would drastically reduce The Clarkson Law Group's big, fat bottom line.

Agents are supposed to act solely and exclusively for the benefit of association membership, but the temptations for a quick buck are just too great!

It's much more lucrative to keep the Board in the dark about how much **the costs of collection exceed the amounts collected.**

Or better yet, the attorney/debt collector can bully the HOA Board into believing he is the final authority and that the lucrative (for attorneys) litigious process is only legal option available.

# EXHIBIT H-5

## CALL FOR AN AUDIT

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.



There have been numerous examples where homeowners were unable to pay their delinquent HOA dues because HOA collection agencies added collection fees on top of the delinquent HOA dues. These additional costs add up to the point where the homeowner can't catch up, resulting in the HOA management company foreclosing on the property. This is particularly concerning if the HOA management company and the HOA collection agencies are associated with each other.

The most blatant example of this is FirstService Residential - an HOA management company, and Red Rock Financial Services - an HOA collection agency. According to the Nevada Real Estate Division, FirstService Residential manages over 359 communities and 100,169 units in Nevada. They are the biggest HOA management company in the state and in all of North America. In total, they oversee more than 6,500 properties and over 1.5 million residential units.

Red Rock Financial Services is a subsidiary of FirstService Residential Management.

Another link may be with Nevada Association Services (NAS), which recently acquired Hampton & Hampton Collections LLC and ATC Assessment Collection Group. NAS's CEO, Joel Just, was the former President of RMI/Red Rock Financial Services. RMI became a subsidiary of FirstService Residential in 2004.

Terra West Management is another example. Terra West Management oversees 195 communities and 36,677 units. The CEO and Co-Founder is Katherine Matheson. She also Co-Founded Asset Management Services, an HOA collection agency.

According to the Nevada Real Estate Division, there are 466,356 HOA units in Nevada. Between FirstService Residential and Terra West Management, 136,846 out of 466,356 (or almost 30%) of all HOA units have some direct connection with an HOA Collection Agency.

An SGS survey conducted in March 2017 found that 80% of respondents would support a law prohibiting HOA management companies from also owning and operating their own HOA collection agencies.