



**COMPLAINT OF RULES OF PROFESSIONAL ETHICS VIOLATIONS
TO THE NEVADA STATE BAR ETHICS & DISCIPLINE PANEL
Vs.
DAVID OCHOA, NV BAR # 10414**

RESPONDENT

**LIPSON NEILSON LLP
9900 COVINGTON CROSS DR., SUITE 120
LAS VEGAS, NV 89144**

SUPERVISING ATTORNEYS



Anderson, Kaleb D.

Bar # : 7582
Member since: 10/5/2001
Status: ATTORNEY Active

Company: **Lipson Neilson, P.C.**

9900 Covington Cross Dr., Suite 120, Las Vegas, NV 89144

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Law school : University of Utah



Clarkson, Adam H.

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Member since: 10/17/2006
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SUBORDINATE ATTORNEYS



Ochoa, David T.

Bar # : 10414
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Status: ATTORNEY Active

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Law school : William S. Boyd, School of Law



Ochoa, Angela Tazuko Nakamura

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Status: ATTORNEY Active

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Law school : William S. Boyd, School of Law



COMPLAINANT

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

I, Nona Tobin, am filing this complaint to the Nevada State Bar Ethics & Discipline Panel as the President of Fight Foreclosure Fraud, Inc., but this complaint, and other new and pending complaints, all stem from my personal horrifying experience with civil litigation in Nevada.

Since 2016, I have spent many frustrating personal hours and have accrued over \$350,000 in attorney fees and litigation costs unsuccessfully attempting to get my property returned after a wrongful 2014 HOA foreclosure while battling the HOA attorneys who are representing the interests of the HOA debt collectors more than they are representing the interest of the HOA and the homeowners.

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

The complaints I am filing with the State Bar all center around the abusive litigation tactics and fraud on the court perpetrated by the HOA attorneys, the HOA's managing and debt collection agents' attorneys, the banks' attorneys, and the real estate speculators' attorneys who have lied with impunity to the courts to cover up



their clients', and possibly their own, criminal activity to collect on debts that are not owed to their clients and that are not owed by me to anyone.

These complaints to the State Bar (vs. Adam Clarkson, David Ochoa, Wright, Finley Zak, LLP, Melanie Morgan (Akerman LLP), Steven Scow & Brody Wight (Koch & Scow LLC), Joseph Hong, and Brittany Wood (Maurice Wood)) will all be exhibits to a petition for a writ of mandamus soon to be filed with the Supreme Court against the State Bar and against the Nevada Commission on Judicial Discipline for their failure to investigate complaints on their merits.

Both of these administrative agencies have heretofore declined to investigate my complaints against attorneys and a judge (Kishner) for various reasons, i.e., time-barred, complaint did not meet the clear and convincing evidence standard, individual matters must be handled through appeal, or that required a court's written findings of attorney misconduct prior to the Bar counsel referring the matter to the Ethics & Disciplinary Screening panels.

COMPLAINT AGAINST DAVID OCHOA, LIPSON NEILSON LLP

Exhibit A: Ochoa Obstructed Settlement

He unilaterally deprived me of my CC&Rs XVI (A-1) right to dispute resolution without litigation, and rejected my 3/22/17 settlement offer (that would have ended the litigation before I was elected to the Sun City Anthem (SCA) Board of Directors) unilaterally without approval of the HOA Board. On the same day that he rejected my offer to settle without investigation of my claims, he pursued a meritless second motion to dismiss (2/23/17 motion to dismiss pursuant to NRS



38.310(2) to go to mediation did not mention the issue of not having an attorney) on the grounds that as a pro se I was practicing law without a license and therefore all my individual claims, as well as those of the Trust that owned the property at the time of the sale, were void ad initio. The damages to me have been severe and now exceed One Million Dollars. See video on YouTube “[What happened after Sun City Anthem refused Nona Tobin’s offer to settle at no cost?](#)”

Exhibit B: Obstructed Litigation And Appeal

Acting inappropriately, I believe, under the direction of HOA Legal counsel and debt collector Adam Clarkson and HOA manager Sandy Seddon, David Ochoa’s abusive pattern of obstructing civilized dispute resolution, and then obstructing my ability to get my claims fairly adjudicated in litigation, is the foundation of my complaint.

None of this abuse benefitted the HOA in any way. I believe it has been done for improper purposes, including covering up the wrongdoing of the HOA’s agents and assisting Sandy Seddon and Adam Clarkson in their relentless retaliation against me for being a whistleblower on HOA issues unrelated to the quiet title dispute.

Lipson Neilson did not participate in mediation in good faith on 11/13/18 and then obstructed my ability to get the dismissed claims returned to the jurisdiction of the civil court by pursuing the false narrative that I had never been a party as an individual.

See also 2017 and 2022 complaints against Adam Clarkson.



On Fri, Nov 6, 2020 at 12:19 PM Nona Tobin <nonatobin@gmail.com> wrote:
Why should I be appointed to the board?

I was previously elected by 2,001 votes, but I was unfairly and unlawfully removed from my elected Board seat in retaliation for being a whistleblower.

Yet, none of my complaints have been properly investigated. I have been subjected to four years of unnecessary litigation without any judge looking at the evidence.

SCA's attorneys forced me to litigate, and then obstructed a quiet title dispute in which SCA has no interest to protect. Seddon has used the attorneys to prevent investigation of her outsized salary, and to deny me access to [CC&Rs XVI](#) and in the process has set in motion a horrific court battle waged against me to prevent a fair adjudication of my quiet title dispute. SCA's attorneys have lied to the district court and the NV Supreme Court so no tribunal has ever heard my claims on their merits. The HOA's attorneys have usurped the authority of the Board, acted as autocratic directors above the Board, failed in their fiduciary duty to the association by representing Sandy Seddon's interests, or their own, over those of the membership, providing blatantly false legal advice that has caused the board to fail in its duties, and have covered up for the white-collar theft of SCA's assets by its agents, managers, and attorneys.

I want to be on the Board for the six-month balance of Rana's term to give the board an opportunity to wrest control of the association back from unscrupulous attorneys, agents and managers.

[Exhibit C: Misrepresented and Suppressed Evidence](#)

Ochoa suppressed and misrepresented evidence and successfully prevented my case from being heard on its merits, most notably this involved suppressing the 500 pages of verified evidence I submitted to support my 4/20/19 motion for reconsideration of the 4/18/19 order that wrongly granted Ochoa's meritless motion for summary judgment as to the closed Hansen Trust's quiet title claim.

This evidence had been filed previously on 4/17/19, but was stricken from the record at the 4/23/19 ex parte meeting between the judge and the attorneys for Nationstar and Jimijack.

Both of these unscrupulous schemes for evading judicial scrutiny of inculpatory evidence successfully suppressed the Real Estate Division Ombudsman for Owners in Common Interest Communities' enforcement records for HOA foreclosure notice of sale compliance that had been authenticated on 4/15/19 and the verified evidence I filed on 4/17/19 and 5/23/19, 610 pages and 509 pages respectively.



EXHIBIT D: CONCEALED EVIDENCE

He failed to produce in discovery ANY of the requested HOA records, including compliance and enforcement records, and Board agendas and minutes that are specifically available to all HOA members by statute.

He concealed all of the HOA's official records and accounts that had probative value to my case without claiming privilege on his NRS privileges log.

EXHIBIT E: DISCLOSED FALSE & FALSIFIED EVIDENCE

EXHIBIT E-1 DISPUTED FACTS IN RED ROCK FORECLOSURE FILE IN SCA 176 – 643

EXHIBIT E-2 EXAMPLES OF FALSE EVIDENCE

EXHIBIT E-3 RED ROCK FORECLOSURE FILE IS FALSE, FALSIFIED AND DISCLOSED AS SCA 176-643

Produced the unverified, inaccurate, incomplete and sometimes blatantly falsified records and accounts in the Red Rock foreclosure file (SCA 176-463) as the HOA's NRCP 16.1 disclosures while at the same time concealing the HOA official records that controverted Red Rock's meritless contentions.

David Ochoa acted at all times in litigation as if he were representing the interests of the HOA's insurance company, and the HOA's debt collectors and managers rather than acting as a fiduciary to the HOA, e.g., Disclosed the wrong



debt collection agreement (SCA 164-167) that resulted in Red Rock's unidentified partners being unjustly enriched at the expense of HOA homeowners as the correct debt collection contract has never been enforced by the HOA's attorneys.

EXHIBIT F: FILED NON-MERITORIOUS CLAIMS

Exhibit F contains a list of filings by Ochoa, allegedly filed for the benefit of Sun City Anthem and why they were improper, non-meritorious, filed for retaliation, or serve the interests of the wrong parties.

These meritless motions and oppositions were filed for the improper purpose of harassing me and obstructing my claims from being heard.

EXHIBIT G: CONCEALED THERE WERE NO VALID BOARD ACTIONS

EXHIBIT G-1 LIMITS ON CLOSED HOA BOARD MEETINGS

EXHIBIT G-2: SCA BOARD DID NOT COMPLY WITH HOA MEETING LAWS

EXHIBIT G-3: SCA BOARD SECRETLY SOLD A DOZEN HOUSES IN 2014

EXHIBIT G-4 SCA BOARD DID NOT PROPERLY AUTHORIZE ANY FORECLOSURES CONDUCTED BY RED ROCK FINANCIAL SERVICES IS SCA 2012-2014 AGENDAS AND MINUTES EXCERPTED FOR ITEMS RELATED TO FORECLOSURE OR DEBT

EXHIBIT G-5 IS 5/23/19 EXHIBIT 5 "NO VALID BOARD AUTHORIZATION FOR THE SALE" WAS MISREPRESENTED BY DAVID OCHOA AND IGNORED BY THE COURT



EXHIBIT H – MORE DISPUTED FACTS IN THE ORDER (NEO 4/18/19) THAT GRANTED THE HOA MSJ AND NATIONSTAR JOINDER

Ochoa covered up that Sun City Anthem foreclosures are voidable as there was no proper HOA Board authorization for any of the foreclosures conducted by Red Rock in 2014, the last year Red Rock worked for Sun City Anthem, or, incidentally, for any foreclosures conducted by the bankrupt and defunct Alessi & Koenig LLC in 2015 or 2016, or any to this day.

I produced the evidence (all SCA Board agendas and minutes from late-2012 through 2014 that establishes there was never any valid HOA Board action to authorize any of a dozen foreclosures Red Rock secretly conducted. I filed it on 4/17/19, but it, as part of 600+ pages of evidence, was stricken from the record by bench order at the 4/23/19 ex parte meeting because my counsel of record did not sign it and had not yet filed a motion to withdraw.

On 5/23/19, my counsel of record re-submitted 500 pages of evidence to support the motion for reconsideration of the 4/18/19 order that granted Ochoa's meritless motion for summary judgment, but David Ochoa filed an opposition on 5/24/19 demanding that all 500 pages be stricken as it was signed by me as well by my counsel.

Ochoa misrepresented the evidence so it was completely misconstrued in the 5/31/19 order denying the motion for reconsideration as meaning the opposite of what the evidence actually showed.



I declare under penalty of perjury under the laws of the State of Nevada that the foregoing complaint summary and the complaint detail in the exhibits are true and correct.

Dated this 6th day of March 2022.

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

IMPLICATED RULES OF PROFESSIONAL CONDUCT

RULE 3.1. MERITORIOUS CLAIMS AND CONTENTIONS. A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law.

RULE 3.3. CANDOR TOWARD THE TRIBUNAL.

(a) A lawyer shall not knowingly:

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

(3) Offer evidence that the lawyer knows to be false. If a lawyer, the lawyer's client, or a witness called by the lawyer, has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal.



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

("a lawyer's duty of candor to the court must always prevail in any conflict with the duty of zealous advocacy"); *United States v. Shaffer Equip. Co.*, [11 F.3d 450, 458](#) (4th Cir. 1993)

RULE 3.4. FAIRNESS TO OPPOSING PARTY AND COUNSEL.

A lawyer shall not:

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

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

(b) Falsify evidence, counsel or assist a witness to testify falsely, or offer an inducement to a witness that is prohibited by law;

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

(f) Request a person other than a client to refrain from voluntarily giving relevant information to another party....:

RULE 4.1. TRUTHFULNESS IN STATEMENTS TO OTHERS.

In the course of representing a client a lawyer shall not knowingly:

(a) Make a false statement of material fact or law to a third person; or

(b) Fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.

RULE 4.4. RESPECT FOR RIGHTS OF THIRD PERSONS.

(a) In representing a client, a lawyer shall not use means that have no substantial purpose other than to embarrass, delay, or burden a third person, or use methods of obtaining evidence that violate the legal rights of such a person.



RULE 5.1. RESPONSIBILITIES OF PARTNERS, MANAGERS, AND SUPERVISORY LAWYERS.

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

RULE 5.2. RESPONSIBILITIES OF A SUBORDINATE LAWYER.

(a) A lawyer is bound by the Rules of Professional Conduct notwithstanding that the lawyer acted at the direction of another person.

(b) A subordinate lawyer does not violate the Rules of Professional Conduct if that lawyer acts in accordance with a supervisory lawyer's reasonable resolution of an arguable question of professional duty.

RULE 8.4. MISCONDUCT.

It is professional misconduct for a lawyer to:

- (a) Violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- (c) Engage in conduct involving dishonesty, fraud, deceit or misrepresentation;
- (d) Engage in conduct that is prejudicial to the administration of justice;

IMPLICATED ABA STANDARDS FOR IMPOSING LAWYER SANCTIONS

6.1 False statements, Fraud, and Misrepresentations

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



ELEMENTS OF RELEVANT CAUSES OF ACTION

QUIET TITLE

The necessary elements of a declaratory relief or quiet title claim are as follows:

- (1) there must exist a justiciable controversy; that is to say, a controversy in which a claim of right is asserted against one who has an interest in contesting it;
- (2) the controversy must be between persons whose interests are adverse;
- (3) the party seeking declaratory relief must have a legal interest in the controversy, that is to say, a legally protectable interest; and
- (4) the issue involved in the controversy must be ripe for judicial determination.

Kress v. Corey, 189 P.2d 352, 364 (Nev. 1948) (*emphasis added*).

ELEMENTS OF FRAUDULENT MISREPRESENTATION

Elements for a Claim of Fraud (Intentional Misrepresentation)

In Nevada, the elements for a claim of fraud or intentional misrepresentation are:

1. Defendant makes a false representation or misrepresentation as to a past or existing fact;
2. With knowledge or belief by defendant that representation is false or that defendant lacks sufficient basis of information to make the representation;
3. Defendant intended to induce plaintiff to act in reliance on the representation;
4. Justifiable reliance upon the representation by the plaintiff;
5. Causation and damages to plaintiff as a result of relying on misrepresentation; and
6. Must be proved by clear and convincing evidence and be pled with specificity.

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



CIVIL CONSPIRACY

- I. Two or more persons
2. unlawful objective to be achieved
3. overt act(s) in furtherance of the conspiracy
4. a resulting injury or damages

ELEMENTS FOR A CLAIM OF CIVIL CONSPIRACY

1. A combination of two or more persons;
2. Who intend to accomplish an unlawful objective together;
3. The association acts by a concert of action by agreement, understanding, or "meeting of the minds" regarding the objective and the means of pursuing it, whether explicit or by tacit agreement;
4. The association intends to accomplish an unlawful objective for the purpose of harming another;
5. Commission of an unlawful act in furtherance of the agreement; and
6. Causation and damages.

Boorman v. Nev. Memorial Cremation Society, Inc .. 772 F.2d. 1309 (D. Nev.2011); Flowers v. Carville, 266 F. Supp. 2d 1245 (D. Nev. 2003); In re Koonce, 262 B.R. 850 (Bankr. D. Nev. 2001); Ungaro v. Desert Palace, Inc., 732 F.Supp. 1522, 1533, n3 (D. Nev. 1989); Condos v. Conforte, 596 F.Supp. 197, 201 (D. Nev.1984); GES, Inc. v. Corbitt.17 Nev. 265, 270-71, 21 P.3d 11, 15 (2001); Consolidated Generator-Nevada, Inc. v. Cummins Engine Co., Inc., 114 Nev. 1304, 971 P.2d 1251 (Nev. 1998); Dow Chem. Co. v. Mahlum. 114 Nev. 1468, 1488, 970 P.2d 98, 112 (1998); Sutherland v. Gross, 105 Nev. 192, 772 P.2d 1287 (1989); Collins v. Union Fed. Savings & Loan. 99 Nev. 284, 303, 662 P.2d, 610, 622 (1983); 16 Am. Jur. 2d Conspiracy§ 57 (1998).

ELEMENTS FOR A CLAIM OF CONCERT OF ACTION

1. Two or more persons act together while committing a tort pursuant to a common design or plan; and
2. Liability attaches for the tort of concert of action when two people commit a tort while "acting in concert with one another or pursuant to a common design." (Proof of an agreement alone is insufficient, as the conduct of each tortfeasor must be individually tortuous);
3. Causation and damages.

GES. Inc. v. Corbitt, 117 Nev. 265, 21 P.3d 11 (Nev. 2001); Halbertam v. Welch. 705 F.2d 472,489 (D.C. Cir. 1983); Dow Chem. Co. v. Mahlum, 114 Nev. 1468, 1488, 970 P.2d 98, 112 (1998) overruled in part on other grounds by GES, Inc. v. Corbitt, 117 Nev. 265, 21 P.3d 11 (2011); Juhl v. Airington, 936 S.W.2d 640, 644 (Tex. 1996); Restatement (Second) of Torts§ 876, be (1979).

EXHIBIT A:

OBSTRUCTED SETTLEMENT

Ochoa's rationale for rejecting my settlement offer was without merit. The HOA Board had a duty to investigate my claims and to attempt to resolve the dispute without litigation, but Ochoa obstructed that duty.

As a result, years of unnecessary litigation has ensued. The unfair process of unscrupulous agents being unjustly enriched by controlling a collection process that prevents delinquencies from being cured and suppresses bidding at foreclosure sales was enabled to continue. The proceeds of the 2014 sales have NOT been distributed according to statute SEVEN YEARS AFTER THE SALE.



Nona Tobin <nonatobin@gmail.com>

RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

1 message

David Ochoa <DOchoa@ipsonnelson.com>
To: Nona Tobin <nonatobin@gmail.com>

Thu, Mar 23, 2017 at 5:10 PM

Nona,

In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal.

Note: No "bank" ever filed a claim against SCA in this civil action. Further, if the sale had been voided in March 2017 as I asked, the case would have been over for SCA and me. The "bank" would have to deal with me if it wanted to foreclose.

**ON 3/8/17 I REQUESTED SETTLEMENT TALKS, AND THEN-
ATTORNEY ANDERSON OF THE LEACH LAW FIRM AGREED.**

On Thu, Mar 16, 2017 at 3:13 PM, Nona Tobin <nonatobin@gmail.com> wrote:

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

From: "Nona Tobin" <nonatobin@gmail.com>

Date: Mar 8, 2017 1:32 PM

Subject: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

To: <pgutierrez@leachjohnson.com>, <thansen@leachjohnson.com>, <rcallaway@leachjohnson.com>, <rreed@leachjohnson.com>, <sanderson@leachjohnson.com>

Cc: "Sandy Seddon" <Sandy.seddon@scacai.com>, "Rex Weddle" <silasmrner@yahoo.com>, <aletta.waterhouse@scacai.com>, <james.mayfield@scacai.com>, <tom.nissen@scacai.com>, <bob.burch@scacai.com>, <bella.meese@scacai.com>, <carl.weinstein@scacai.com>

Sun City Anthem's motion to dismiss was scheduled by the clerk of the 8th district court to be at 9:30 AM on March 28, 2017, and my opposition to the SCA motion to dismiss and counter motion to void the HOA sale were scheduled to be heard on April 6, 2017 at 9 AM.

In the interest of judicial efficiency and to save Sun City Anthem's attorney fees, I am proposing that we submit a stipulation and order to consolidate the hearings to be both heard on April 6, 2017. Prior to that time I would like to meet with the lead attorney for settlement discussions.

**SANDY SEDDON IMMEDIATELY CHANGED ATTORNEYS TO MAKE SURE
THERE WOULD BE NO SETTLEMENT BECAUSE SHE DID NOT WANT AN
OUTSPOKEN EXPERT ON EMPLOYEE COMPENSATION TO INTERFERE
WITH HER SALARY THAT WAS >\$100,000 OVER THE MARKET RATE.**

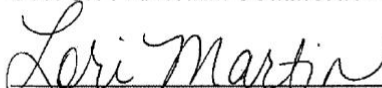
**CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S
SUBSTITUTION OF COUNSEL PURSUANT TO EDCR RULE 7.40(b)(1)**

Pursuant to EDCR Rule 7.40(b)(1), Cross-Defendant Sun City Anthem Community Association ("Cross-Defendant"), hereby substitutes Kaleb D. Anderson, Esq. and David T. Ochoa, Esq. of the law firm of LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C., as its attorney of record, in place of Sean L. Anderson, Esq. and Ryan W. Reed, Esq., of LEACH JOHNSON SONG & GRUCHOW.

DATED this 15th day March, 2017.

SUN CITY ANTHEM COMMUNITY ASSOCIATION

By:



Lori Martin
Sun City Anthem Community Association
2450 Hampton Rd.
Henderson, Nevada 89052

Fwd: 2763 White Sage - Actions in District Court

1 message

Nona Tobin <nonatobin@gmail.com>

Wed, Sep 14, 2016 at 12:04 PM

To: Steve Hansen <nasastevo@gmail.com>, Mark Burton <mark@meburton.com>

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

From: "Nona Tobin" <nonatobin@gmail.com>

Date: Sep 14, 2016 11:23 AM


Subject: 2763 White Sage - Actions in District Court

To: "Lori Martin" <lori.martin@scacai.com>

Cc: "James Long" <jamesjlong@sent.com>


Hi Lori,

I forwarded you a notice from the court the other day that had a copy of our reply that was filed in court on Friday, but I thought afterward, it might confuse you. So here is another link to it.

 A-15-720032-C-8574536_RPLY_Rep

I would like to have you, the General Manager and the HOA Board aware of what is going on in relation to the various disputes over the title and the validity of the HOA foreclosure sale of 2763 White Sage.

I've also attached our original motion to intervene in case No. A730078 Nationstar v. Opportunity Homes LLC on 7/29/16. I had not realized there was a parallel case No. A720032, Joel A. Stokes and Sandra F. Stokes as Trustees of Jimijack Irrevocble Trust v. Bank of America and Sun City Anthem Community Association, that had been filed June 6, 2015.

 061615 JJ v. bofa Complaint_Comp.pdf

Jimijack did not record a Lis Pendens on the property to give notice of their case for a full year after filing it on until June 8, 2016. Jimijack filed their Lis Pendens ignoring my May 23, 2016 recorded request for notice.

Jimijack also failed to serve SCACAI even though SCACAI was named as a defendant and there were two causes of action claimed against SCACAI.

I am going to be filing our wrongful foreclosure complaint in court to get the full title to the property returned to us as the equitable title holders at the time of the disputed HOA foreclosure sale on August 15, 2014.

If Judge Kishner approves our Motion to Intervene on 9/16/16, I will file into the two recently combined lawsuits within probably 10 days of whatever timeframe the judge orders. If, against all odds, she wants some other judge to hear our case separately, we'll go it alone.

In either case, SCACAI is a necessary Defendant because the sale, however, improperly done, was done in your name and on your authority. And further, SCACAI was named in the original suit, although mysteriously, never served.

There are several claims we will be making in court regarding why the HOA foreclosure sale should be invalidated related to violations of due process and statutory procedurals and notice violations. While the SCACA Board may have taken actions that made the HOA sale procedurally deficient by violating NRS 116.31085 or the bylaws or the governing resolution executive session.

There are other allegations that I will be making against FirstService Residential and Red Rock Financial Services which I believe were done without the Board's knowledge or direction.

I plan to request review of these allegations against FirstService Residential and Red Rock Financial Services by the IRED Compliance Division rather than include them in detail in the court action to quiet title. I am preparing a certified letter detailing my claims to officially inform the Board of my proposed filing of an NRED 514a complaint.

 Motion to Intervene Minv.pdf

Re: Notice regarding quiet title litigation on 2763 White Sage

2 messages

Rex Weddle <silasmrner@yahoo.com>
Reply-To: Rex Weddle <silasmrner@yahoo.com>
To: Nona Tobin <nonatobin@gmail.com>

Wed, Dec 21, 2016 at 3:17 PM

Nona, I understand your willingness to resolve the matter informally.

However, given that you are now legitimized as a party to the litigation it would be inappropriate for the Board to involve itself directly in any way except through the voice of our counsel.

Thank you for the holiday wishes. I wish you the same.

Rex

LEGAL NOTICE

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On Wednesday, December 21, 2016 3:07 PM, Nona Tobin <nonatobin@gmail.com> wrote:

Yesterday Judge Kishner approved my motion to intervene as a quiet title defendant. I definitely want to talk to you before I formally serve the HOA to see if we can find the easiest way to minimize the HOA's exposure.

Please note the objections stated by Plaintiff's counsel in the attached opposition. He reiterated at the hearing his position that I have no interest in the property and no right of redemption without prevailing first against the HOA to void the foreclosure sale. He totally wants the judge to ignore that the HOA agents, the buyer, the notary, the current party in possession and others committed fraud. He is trying to just dump the whole burden of litigation on the HOA which I am trying to avoid.

When can we meet to discuss this? Or do you prefer that I immediately schedule the matter to be heard by the Board at their next meeting?

As I said previously, this matter should not be delegated to staff. My experience with them has been that they (Sandy and Lori) will blow it off by telling me that they don't have to comply with my requests for information or listen when I offer information about how the interests of the membership would be better served.

Just to be clear, I am asserting the rights provided in NRS 116.31087:
NRS 116.31087 Right of units' owners to have certain complaints placed on agenda of meeting of executive board.

1. If an executive board receives a written complaint from a unit's owner alleging that the executive board has violated any provision of this chapter or any provision of the governing documents of the association, the executive board shall, upon the written request of the unit's owner, place the subject of the complaint on the agenda of the next regularly scheduled meeting of the executive board.

2. Not later than 10 business days after the date that the association receives such a complaint, the executive board or an authorized representative of the association shall acknowledge the receipt of the complaint and notify the unit's owner that, if the unit's owner submits a written request that the subject of the complaint be placed on the agenda of the next regularly scheduled meeting of the executive board, the subject of the complaint will be placed on the agenda of the next regularly scheduled meeting of the executive board.

(Added to NRS by 2003, 2218; A 2009, 2892)

Thanks. Hope you are having a great holiday season. I'll try not to take up too much of your time.

Nona Tobin
4303x101
(702) 465-2199

Nona

On Fri, Dec 16, 2016 at 7:19 AM, Nona Tobin <nonatobin@gmail.com> wrote:

I would like to meet either with you as the Board President privately (preferably), or as a second, less desirable option, be placed directly on the Board agenda to go over the details of this complaint before it is officially served on the HOA and the attorney-hours clock starts ticking.

I have attached the motion I filed to quiet title on a property that SCA foreclosed on for delinquent dues on 8/15/14. Actually, my motion is to intervene on two existing lawsuits that were consolidated last August.

The plaintiffs on the first one filed on 6/16/15 are the Stokes (Joel and Sandra Stokes as Trustees of Jimijack Irrevocable Trust v. Bank of America, Sun City Anthem Community Association) who currently have possession of the property.

The second lawsuit's plaintiff is Nationstar, the servicing bank who now falsely claims to own the beneficial interest of the first deed of trust (Nationstar v. Opportunity Homes, Inc. (the purported buyer at the HOA sale which is actually the alter ego of the Realtor Tom Lucas)).

My interest in the property is as the executor of the estate of the homeowner at the time of the disputed HOA sale and as trustee and co-beneficiary of the Gordon B. Hansen Trust that actually held title.

I am intervening as a quiet title defendant with counter claims against the Stokes for fraud, unjust enrichment, and civil conspiracy with HOA agents and Realtor Tom Lucas among others. I also have counter-claims against Lucas for not being a bona fide purchaser for value and for abuse of his insider information as a Berkshire Hathaway Realtor when Berkshire Hathaway was under contract with me to sell the property. I have a counterclaim against Yuen K. Lee d/b/a F. Bondurant for fraudulently executing the quit claim deed that conveyed the property to the Stokes.

The motion to intervene as a defendant was filed per rule 24 which requires that I "serve a motion to intervene upon the parties as provided in Rule 5."

The unusual situation here is that although SCACAI was originally a named defendant in the Jimjack case since 6/16/15 and is still listed in the caption today, SCACAI was never served and therefore is not in the court's wiznet e-file list to be served under rule 5.

Rule 5 says that "No service need be made on parties in default for failure to appear except that pleadings asserting new or different claims for relief against them shall be served upon them in the manner for provided for service of summons in rule 4."

To me, this means that since the SCA is a necessary party, although not previously served, given that the HOA sale in dispute was conducted under the authority of the SCA. Therefore, SCA will be served and receive proper notice of any litigation on this SCA property by me under rule 4 and ongoing SCA will be served all filings by all parties, as part of the regular wiznet e-file system.

The second attached document is the Stokes opposition to my intervention, claiming that I can only get relief by getting the HOA to void the sale.

My reply to the Stokes opposition to my intervention into the other quiet title cases on the same property is the third attached document. It deals with the untimeliness and insufficiency of the opposition motion.

My reply to the opposition motion does not address that I believe the Stokes want me out of the case because in my counter and cross claims, I allege very specific instances of fraud and conspiracy between Stokes, their attorney, HOA agents and others to fraudulently convey the property. Further, the failure to pay the HOA on two recorded transfers of the property either the new member setup fee or the 1/3 of 1% asset enhancement fee essentially stole this money from the HOA while concealing their illegal acts.

The proposed cross-claim against the HOA and HOA agents is on pages 62-85 and my goal is to get the HOA sale voided by the court for statutory and procedural violations as well as for fraud by the HOA agents.

Over the past five years since my fiance died, I have spent literally hundreds of hours dealing with the abusive practices of banks and debt collectors on this property. I do not believe the Board is aware of the abusive debt collection practices, bank fraud, notary violations, lying to enforcement officials and usurping of HOA Board authority to essentially steal a \$400,000 house that went on in this case, but I have documented it and I can prove it.

The claims in this lawsuit refer to illegal actions by RMI and/or FSR as the Managing Agent and FSR d/b/a Red Rock Financial Services as the debt collector, but these problems persist and are even exacerbated under self-management. It is difficult for the Board to assert that the liability for the mishandling of the debt collection and foreclosure process lies solely with FSR if the Board continues to turn a blind eye with a new vendor.

The Board needs to be put on notice that the debt collection agreements with Alessi & Koenig and subsequently with HOA Lawyers group, were like jumping from the frying pan into the fire. There are literally hundreds of unfair debt collection practice cases against Alessi and his various alter ego shell companies in Pacer.gov, not to mention state courts.

I can show you one (Melinda Ellis v. Alessi Trust Corporation and its successor Alessi & Koenig, LLC) where a jury awarded \$614,000 against them for violation of fiduciary duty. Months later, there was a motion to show cause why Alessi et al. failed to pay the award as agreed and ordered. 3:09-cv-0428-LRH-WGC, doc 245).

We were rated the number one senior community in the nation in 2011, and even at the height of the recession we had less than a 1.5% delinquency rate and now it is 0.83%. There is really no need for us to use vendors that act like pay day lenders or for the Board to continue to violate the due process rights of the HOA members to unjustly enrich the unscrupulous debt collectors.

The hearing for my motion is on Tuesday, and I will contact you after that to inform you of the results and see whether you would like to meet with me alone first or if this item should be placed directly on the Board agenda. Or you can call me at the number below to discuss it.

Please note that I prefer not to discuss the case any further with staff as I do not believe the Board or the membership is well served by their advice on this matter.

🌸 A-15-720032-C-8793920_MINV_Motion_to_Intervene_Int

🌸 A-15-720032-C-8879193_ROPP_Reply_to_Plaintiff_Jim

🌸 Plaintiff_Jimijack_Irrevocable_Trust_s_Opposition_'

Thank you for your review and thoughtful consideration of this matter.

Nona Tobin
SCA member # 04303X101
2664 Olivia Heights Ave.
(702) 465-2199

Nona Tobin <nonatobin@gmail.com>
ft To: Rex Weddle <silasmrner@yahoo.com>

Thu, Dec 22, 2016 at 1:18 PM

Rex, if that's the way you want to handle the litigation on 2763 White Sage, that's fine. Please give me the name of the attorney, and I will serve the complaint on him/her after the order on intervention is signed and the complaint is filed.

If you approve it, I would like to give him a call in advance to go over it as there are multiple parties and issues. Please try not to view me in a strictly adversarial way. I have been an SCA member for nearly 13 years and plan to continue living here for decades to come. I am intervening as a quiet title defendant as a fiduciary, as the trustee and co-beneficiary of my late fiance's residence that I never lived in, but which has caused me considerable grief over the five years since he died. mostly due to bank fraud and abusive debt collection practices.

I am not an attorney, but I do have a post graduate certification in Municipal Management and 26 years as a public sector executive manager or appointed official, and another decade with non-profits. I have served on multiple Boards and Commissions, and I have been certified as a Mediator for municipal and neighborhood disputes. In saying this, I hope to convey that I know what I am talking about and have the skills and experience to equitably resolve these kinds of problems; I am acting in good faith; and I have an interest in having the HOA where I plan to continue living act in accordance with the law and to help the Board to act as fiduciaries to the membership.

Therefore, independent of the lawsuit, I will be submitting a letter to the Board pursuant to NRS 116.31087 to inform the Board how the HOA is currently under self management and using Alessi a/k/a HOA Lawyers Group, violating the governing documents and the Board's debt collection process. I will show how these current violations perpetuate violations of the statutes and governing documents and Board resolutions that were occurring while SCA was under contract with FSR as managing agent while FSR was simultaneously using their debt collector's license d/b/a Red Rock Financial Services.

The litigation I have is not a class action. However, my research uncovered substantial problems with the HOA's way of doing business that I think the Board should be aware of to act within the law and to avoid acting of the advice of people who are ripping off HOAs and their members.

For example, in an 7/26/16 affidavit by David Alessi, he states that Alessi & Koenig has been involved in over 800 HOA foreclosures between 2011-2015 and that their assets are to the breaking point because there are 500 cases pending against them.

TOBIN. 4624

Without even getting to the fraudulent conveyances Alessi did to hide assets or the creation of the HOA Lawyers Group to shift responsibility for debt, you have to ask yourself how can SCA expect them to hold the HOA harmless in litigation over their practices if Alessi is filing declarations of non-monetary status and claiming non-culpability and that SB 239 should insulate them from any liability for monetary damages because they were acting solely as the foreclosure sale trustee?

m attaching without exhibits Alessi's affidavit and Bank of America's astonished reaction

Nona

[Quoted text hidden]

Re: Notices re Violations of governing documents

1 message

Nona Tobin <nonatobin@gmail.com>

Fri, Sep 16, 2016 at 1:35 PM

To: Desi Rafailova <Desi.Rafailova@scacai.com>, Lori Martin <lori.martin@scacai.com>, James Long <jamesjlong@sent.com>

Bcc: Brandon Dalby <bdalby1976@gmail.com>, Mark Burton Jr <mburton@audetlaw.com>, Mark Burton <mark@meburton.com>, susan daum <sfdaum@yahoo.com>

I understand your reluctance to give me the actual notices SCA sent to Gordon Hansen in 2014 about a violation for dead trees. However, please note that SCA actually sent them to my house, and to me, as I am the executor of the estate of the addressee. Gordon Hansen had already been dead for two plus years then, and now dead for nearly five.

I understand that when quiet title litigation with two other litigants is already before a judge, you are being either cautious or just doing what the lawyer said to do. It is, however, counter-productive and just plain, a mistake to get adversarial and overly legalistic with me.

Maybe, you could compromise. As I am a member of this community, there is no valid reason to refuse to provide me with the standard operating procedures. Please send me the procedures, including the form letters you use, that you use in notifying owners whenever there is an alleged violation of the governing documents.

To make you more comfortable, I'll tell you exactly what I am going to do with it. Please share this information request with your attorney or the Board or whoever you think should know.

I am asking for this information in good faith so as to resolve the disputed HOA sale. The only thing I want from the SCA Board is to get the SCA Board to not object when I ask the court to invalidate the HOA foreclosure sale of this particular house. I ask that they look at the facts of the HOA foreclosure sale of this particular house and agree that covert and fraudulent actions by SCA agents and non-bona fide purchasers are sufficient to support a court ruling that the most equitable remedy would be to void the sale. Although there were due process violations by SCA that need to be procedurally corrected, I have no intention of going after the SCA for restitution as damages were caused by the covert illegal actions of parties who actually took the money (\$60,000 excess proceeds from what SCA got) or title and possession of the \$400,000 house for One Dollar consideration conveyed by a fraudulently notarized Quit Claim Deed.

I intend to notify appropriate regulatory agencies about illegal and covert actions by parties other than SCA who are responsible for much more serious violations done to unfairly and illegally enrich themselves. I intend to involve the regulatory agencies because this isn't the only house this was done to.

My greatest hope is that the Nevada Department of Business and Industry, Real Estate and Finance Divisions and the Nevada Attorney General and the Nevada Secretary of State, Commercial Registration and Notary Divisions, will utilize their resources to address a systemic failure statewide caused by poorly crafted legislation that allows unscrupulous debt collectors and community association managers to usurp the authority of HOAs for their own profit without detection.

Although I have filed a motion to intervene on the two existing cases, Judge Kishner postponed today's scheduled decision to Sept. 29 which postpones the deadline I thought I would have to file the quiet title claim which is happening either way the judge decides, but as of now, I have not filed against SCA. We are not adversaries in an open litigation if

that is your attorney's concern and how this tree sanction process against Gordon Hansen went down has nothing to do with Nationstar (who didn't sue you) or Jimijack (who didn't serve you).

My goal is to separate these complicated class action and criminal issues from my simple little quiet title claim on one SCA house. I intend to give sufficient facts to the regulatory agencies that they can address the systemic issues as they are supposed to do, but not do on my dime or on the SCA's dime.

I am going to file a 514a complaint against the former management company (FSR) for failure to appropriately train the Board to apply that resolution and the bylaws in relation to an allegation that the governing documents had been violated (delinquent dues) against the same owner, the same property, and at exactly the same time. I am alleging that this and other actions of theirs and fellow conspirators not only caused the HOA sale to be fraudulently conducted in the HOA's name and voidable as statutorily non-compliant, but some individual's action may rise to the level of criminal culpability.

I do not believe anyone on the SCA Board illegally profited from this or any other foreclosure that was done in its name. So my preference would be to not have SCA get intertwined with all that. That's why I want the actual documents of the notice of dead tree violation because I already have the notice of sanctions on that case and I want to report it was well and correctly handled.

If you don't give those exact documents to me, I would like to get the standard forms and boilerplate language to use in making my argument about how it should be done. I'm going to do it anyway so I just think it makes you look uncooperative and your attorney look like he's building fees.

Thanks in advance for any help you can give me.

Nona Tobin

(702) 465-2199

Nona

On Fri, Sep 16, 2016 at 10:07 AM, Desi Rafailova <Desi.Rafailova@scacai.com> wrote:

Good morning Nona Tobin,

I have spoken to our Community Manager and she advised to tell you that we must receive a court request in order to submit any documentation to you.

Desi Rafailova | Sun City Anthem

Community Standards Coordinator

The logo for Sun City Anthem, featuring the word "anthem" in a stylized, cursive font.

CONFIDENTIALITY NOTICE: This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this communication in error, please notify the sender immediately by email and delete the message and any file attachments from your computer. Thank you.

From: Nona Tobin [mailto:nonatobin@gmail.com]
Sent: Wednesday, September 14, 2016 9:51 AM
To: Compliance <Compliance@scacai.com>
Subject: Notices re Violations of governing documents

I am a SCACA resident, member number 04303X101. I own the property at 2664 Olivia Heights Ave and have lived there since 2004. I am also the Successor Trustee and executor of the estate of Gordon B. Hansen, Grantor of the Gordon B. Hansen Trust, which owned the property at 2763 White Sage Dr. until the house was sold at a HOA foreclosure auction on August 15, 2014.

About a month or so before the house was auctioned off, I received, addressed to Gordon Hansen, notices that there was going to be a hearing regarding five dead plants and one dead tree that you sent to Gordon Hansen at 2664 Olivia Heights Ave since his address of record for a number of years both before and after his death was at my house.

Attached is the notice of fines you sent on August 13, 2014.

I would like to get a copy of the notice(s) you sent prior to the hearing.

I recall getting at least one and turning it over to Craig Leidy, Berkshire Hathaway Realtor who was handling in short sale that was in escrow at the time, and asking him to handle it. My sister had just gone into hospice, and in fact, died on August 18, 2014 so I was not able to deal with the association or a hearing personally as I was in California most of that month.

This information is important because there are currently three parties vying for quiet title to that property. If you, for whatever reason, have not retained a copy of the actual notice you sent, I would like to receive the boiler plate language that you use for such notices and the operational procedure you have to manage the process for administering sanctions for violations of the governing documents.

There is no allegation by any party that you did anything wrong in how this sanction was handled. In fact, I would like to commend you for the excellent protocol you established for the notice, hearing, appeal to the Board of Directors, and notice of the sanction imposed. I intend to offer it up as an example of appropriate due process for a homeowner against whom an allegation of a violation possibly warranting a sanction has been made.

Thank you for your assistance.

TOBIN. 4628

Fwd: More than you ever wanted to know about 2763 White Sage

1 message

Jim Long <jamesjlong@sent.com>
To: nonatobin@gmail.com

Thu, Aug 18, 2016 at 10:05 AM

Nona, below is my contact info. After our discussion this morning I don't know that I can provide any more info of value to you, but call if you think I can.

Jim Long

Cell : (702) 478-6030

2132 Silent Echoes Dr.

Henderson, NV 89044

Barb: (702) 715-5998

From: Barbara [mailto:barbolklong@hotmail.com]
Sent: Wednesday, August 17, 2016 4:59 PM
To: jimlong@sent.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

Sent from my iPad

Begin forwarded message:

From: Nona Tobin <nonatobin@gmail.com>
Date: August 17, 2016 at 4:38:45 PM PDT
To: barbolklong@hotmail.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

Hi Barb,

Could you forward this to Jim. I asked him if he would talk to me about this tomorrow after spinning, and it kept bouncing. I must have forgotten what he said his email was.

Thanks.

Nona

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

From: **Nona Tobin** <nonatobin@gmail.com>

Date: Wed, Aug 17, 2016 at 12:53 PM

Subject: More than you ever wanted to know about 2763 White Sage

To: James.Long@sent.com

Thanks for agreeing to talk to me about this.

I need some help identifying defendants since I have evidence that shows that this wrongful foreclosure happened because the contractors acted in their own self interest rather than as fiduciaries per their contract. There are some irregularities in their corporate filings which make it a little tricky to follow the money.

I don't know if you were on the Board when this 8/15/14 sale happened, but I do know for sure the HOA only got \$2,700 of the \$63,100 Red Rock Financial Services collected from the sale and neither Nationstar nor the beneficiaries of the Gordon B. Hansen Trust saw a dime of the \$60,400 balance even though I asked for it.

I am going to be asking to have the foreclosure sale for delinquent HOA dues to be set aside due to substantial noncompliance with

1. the governing statutes (NRS116.31162-116.31168; NRS 38.300-360),
2. the CC&Rs section 8, p. 48-52,
3. the RMI Management Agreement dated 2/26/10
4. the SCA-HOA Collection of Assessment Policy dated 7/1/09
5. RRFS Delinquent Assessment Collection Agreement, dated 4/27/12 (which you signed)
6. the SCA Board resolution of delinquent assessment policy 10/1/13

The failure to properly distribute the \$63,100 proceeds from the sale is particularly troublesome and it is the part of the case where i haven't been able to find other cases for precedent. Did Red Rock or FSH/RMI ever discuss with the Board the option of the HOA taking title to the properties?

By the way, the current title holder, Joel and Sandra Stokes aka Jimijack, recorded title with a fraudulently notarized Quit Claim Deed for \$1 consideration on 6/9/15, but actually took possession per HOA records right after the foreclosure sale instead of the straw buyer who was a Berkshire Hathaway Realtor in the office where i had the property listed. Another fun fact, there was an offer on the table to sell the place two weeks before the sale for \$375,000 from Yvonne Blum, daughter of Marianne Blum who you know from our spinning class.

Since SCA contracted out all its accounting, debt collection, staffing and reporting to the Board, and you were on the Board and signed at least one of the contracts, I need some help in accurately identifying certain players and who reported what to the Board when you were there. Most of my causes for action are against the debt collectors: breach of contract, fraudulent concealment against authorities, unfairly enriching themselves by usurping the HOA's authority through fraudulent means. I would like your assistance in determining the degree to which the HOA Board received meaningful reports or was asked for authority to act.

Here are the questions i have so far:

TOBIN. 4630

1. When were you on the Board?
2. Do you remember that these debt collection-related documents listed above (that I can show you) were the only ones being in use during that time period?
3. Who presented the reports to the Board regarding debt collection?
4. What was the process for deciding if and when to foreclose in an individual case?
5. What was the Board's involvement, if any, in the collection and foreclosure process?
6. Did the Board discuss individual cases in default in executive session?
7. How was action authorized?
8. Did the Board get reports on what happened to the houses that were foreclosed on or the money that was collected above the amount the HOA got?
9. Were you aware of any required mediation process involving the NV Dept of Real Estate Ombudsman?

Here are some links:



042712 Delinquent Assessment Collection Agreement.pdf



Delinquent Assessment Policy & Procedure 100113.pdf



A-16-730078-C-8434332_MINV_Motion_to_Intervene.pdf

Judge Joanna Kirshner will decide on Sept. 16 in chambers on my motion, but joined or not, I want to file the complaint right after that.

Thanks again for looking at this.

Nona

Re: FW: More than you ever wanted to know about 2763 White Sage

1 message

Nona Tobin <nonatobin@gmail.com>

Fri, Aug 19, 2016 at 11:32 AM

To: Jim Long <jamesjlong@sent.com>

Thanks, Jim. I found the March, 2014 FSR contract that was current at the time of the sale on the website. Lori Martin only sent me the RMI one from 2010 and I am assuming there was no other one in between. It makes more sense now.

As I said, I'm not going after the HOA. I think Red Rock and FSR were being deceitful to the Board for their own financial gain. It's interesting that the case I'm intervening on named the SCA-HOA as a defendant but never served them. I want to try to not name the SCA-HOA if I can just name their agents since I think they violated their contracts. I would like to them on the service list though because it seems wrong if they are not informed.

Judge Robert C. Jones ruled in the Federal Thunder Bay case that the HOA is not a necessary party in a quiet title action since they got paid the dues and didn't go on title.

A few questions about executive session.

1. When the Board was asked to take action on an individual property, was there any type of notice, either on the agenda by Red Rock ID number or general topic or by notice to the affected property owner?
2. Did Red Rock tell the Board about such things as the OMB mediation process, pending sales, requests for payment plans, offers of partial payment, the homeowner's death, or any factor other than the amount the Red Rock said was delinquent?
3. How was the action of the Board if and when to foreclose on a particular property reported out of executive session?

Thanks again for your help.

.ona

Nona

On Thu, Aug 18, 2016 at 10:05 AM, Jim Long <jamesjlong@sent.com> wrote:

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Thanks again for looking at this.

Nona

From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Wednesday, March 08, 2017 1:32 PM

To: Pa y Gu errez <PGutierrez@leachjohnson.com>; Theresa Hansen <thansen@leachjohnson.com>; Robin Callaway <RCallaway@leachjohnson.com>; Ryan Reed <RReed@leachjohnson.com>; Sean Anderson <SAnderson@leachjohnson.com>

Cc: Sandy Seddon <Sandy.seddon@scacai.com>; Rex Weddle <silasmrner@yahoo.com>; aletta.waterhouse@scacai.com; james.mayfield@scacai.com; tom.nissen@scacai.com; bob.burch@scacai.com; bella.meese@scacai.com; carl.weinstein@scacai.com

Subject: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Sun City Anthem's motion to dismiss was scheduled by the clerk of the 8th district court to be at 9:30 AM on March 28, 2017, and my opposition to the SCA motion to dismiss and counter motion to void the HOA sale were scheduled to be heard on April 6, 2017 at 9 AM.

In the interest of judicial efficiency and to save Sun City Anthem's attorney fees, I am proposing that we submit a stipulation and order to consolidate the hearings to be both heard on April 6, 2017. Prior to that time I would like to meet with the lead attorney for settlement discussions.

I will be on vacation in the Galapagos from April 11-25 and so probably completely incommunicado, and I will request that no appearance or filing is scheduled during that time and that any time limits on a response from me consider my absence during that period.

Also, as you may be aware, I am a candidate for the Sun City Anthem Board with a possible beginning of term on May 1, 2017. Given that there are only five candidates for four Board seats, I have a reasonably high probability of success. Naturally, I would like to have Sun City Anthem's involvement in this case concluded prior to that time at no unnecessary cost (to them or me) and with no residual hard feelings between us.

I am sure you can see that if my (attached) motion to void 8/15/14 HOA sale were granted, our mutual goal of settling the case without any further cost or detriment to Sun City Anthem (or me) would certainly be achieved. I believe it is an elegant solution which avoids the SCA Board being placed in the untenable position of paying to defend the indefensible acts of its former agents, FirstService Residential/ Red Rock Financial/Services while at the same time returns equitable title to the rightful owner. Of course, I am also willing to listen to any suggested alternatives that would meet these same mutually beneficial objectives.

Therefore, I would like to meet with you at your earliest convenience to see if this can be amicably resolved without further judicial or administrative action involving Sun City Anthem who probably by next week will be the only remaining cross-defendant. Please be advised that yesterday I filed three 3-day Notices of Intent to Take Default against all the other parties, Plaintiffs Stokes/Jimjack and cross-defendants Thomas Lucas/Opportunity Homes and Yuen K. Lee/F. Bondurant. Their defaults should remove any concerns the Board might have in their action to support voiding the sale negatively impacting any purchaser or subsequent purchaser.

Also, please note that permitting the sale to be voided also renders moot the Nationstar ADR claim 16-849 filed 1/14/16 against SCA that RRFs refused to accept the tender of the super-priority amount in order to unlawfully conduct a sale that could extinguish the first deed of trust.

Please bear in mind that my attempts at informal resolution or to even discuss the matter with management and the SCA Board have been rebuffed, and I have been told that I must communicate through your office.

I don't know who is actually assigned so I am sending this email to everyone listed in the Wiz-net e-file system from your firm. Please note that the e-service details of filing show that there was an error in serving Ryan Reed and Sean Anderson so you may want to correct how they are set up in the e-file system.

I can be reached at (702) 465-2199. Please contact me as soon as possible to set up a meeting time.

Nona Tobin

RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

1 message

Sean Anderson <SAnderson@leachjohnson.com>

Thu, Mar 9, 2017 at 2:03 PM

To: Nona Tobin <nonatobin@gmail.com>, Robin Callaway <RCallaway@leachjohnson.com>, Ryan Reed <RReed@leachjohnson.com>, John Leach <JLeach@leachjohnson.com>

Cc: Sandy Seddon <Sandy.seddon@scacai.com>, Rex Weddle <silasmrner@yahoo.com>, "aletta.waterhouse@scacai.com" <aletta.waterhouse@scacai.com>, "james.mayfield@scacai.com" <james.mayfield@scacai.com>, "tom.nissen@scacai.com" <tom.nissen@scacai.com>, "bob.burch@scacai.com" <bob.burch@scacai.com>, "bella.meese@scacai.com" <bella.meese@scacai.com>, "carl.weinstein@scacai.com" <carl.weinstein@scacai.com>, "Lori.Martin@scacai.com" <Lori.Martin@scacai.com>

Ms. Tobin:

Thank you for the email. We are amenable to consolidating the hearings on the April 6, 2017 date. We will contact the clerk of the court to see whether this needs to be accomplished by formal stipulation and order or whether it may be done by letter. After we hear from the court we will let you know.

In the meantime, we can schedule a time to meet to discuss the issue you have outlined below. Please feel free to contact Robin Callaway, copied on this email, to schedule a mutually convenient time. Thank you.

Sean L. Anderson

Leach Johnson Song & Gruchow

8945 W. Russell Road, Suite 330

Las Vegas, Nevada 89148

Phone: (702) 538-9074

Fax: (702) 538-9113

Email: sanderson@leachjohnson.com

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CLERK OF THE COURT

1 LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.
2 KALEB D. ANDERSON, ESQ.
3 Nevada Bar No. 7582
4 DAVID T. OCHOA, ESQ.
5 Nevada Bar No. 10414
6 9900 Covington Cross Drive, Suite 120
7 Las Vegas, Nevada 89144
8 (702) 382-1500 - Telephone
9 (702) 382-1512 - Facsimile
10 kanderson@lipsonneilson.com
11 dochoa@lipsonneilson.com
12 *Attorneys for Cross-Defendant*
13 *Sun City Anthem Community Association*

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 JOEL A. STOKES and SANDRA F. STOKES, as
11 trustee for the JIMI JACK IRREVOCABLE TRUST,

CASE NO.: A-15-720032-C

12 Plaintiffs,

Dept. XXXI

13 vs.

14 BANK OF AMERICA, N.A.; SUN CITY ANTHEM
15 COMMUNITY ASSOCIATION.; DOES I through X
16 and ROES BUSINESS ENTITIES 1 through 10,
17 inclusive,

**CROSS-DEFENDANT SUN CITY
ANTHEM COMMUNITY
ASSOCIATION'S SUBSTITUTION OF
COUNSEL PURSUANT TO EDCR RULE
7.40 (b)(1)**

18 Defendants.

19

NONA TOBIN, an individual and Trustee of the
20 GORDON B. HANSEN TRUST, dated 8/22/25,

21 Counter-Claimant,

22 vs.

23 JOEL A. STOKES and SANDRA F. STOKES, as
24 trustee for the JIMI JACK IRREVOCABLE TRUST,

25 Counter-Defendant.

26

NONA TOBIN, an individual and Trustee of the
27 GORDON B. HANSEN TRUST, dated 8/22/25,

28 Cross-Claimant,

vs.

SUN CITY ANTHEM COMMUNITY
ASSOCIATION, INC., DOES 1-10, and ROE
CORPORATIONS 1-10, inclusive,

Cross-Defendant.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1
2 **CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S**
3 **SUBSTITUTION OF COUNSEL PURSUANT TO EDCR RULE 7.40(b)(1)**

4 Pursuant to EDCR Rule 7.40(b)(1), Cross-Defendant Sun City Anthem
5 Community Association ("Cross-Defendant"), hereby substitutes Kaleb D. Anderson,
6 Esq. and David T. Ochoa, Esq. of the law firm of LIPSON, NEILSON, COLE, SELTZER
7 & GARIN, P.C., as its attorney of record, in place of Sean L. Anderson, Esq. and Ryan
8 W. Reed, Esq., of LEACH JOHNSON SONG & GRUCHOW.

9 DATED this 15th day March, 2017.

10 SUN CITY ANTHEM COMMUNITY ASSOCIATION

11 By: 

12 _____
13 Lori Martin
14 Sun City Anthem Community Association
15 2450 Hampton Rd.
16 Henderson, Nevada 89052

17 LEACH JOHNSON SONG & GRUCHOW hereby substitutes in its place and
18 stead the law firm of LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C. as attorneys
19 for Cross-Defendant in the above-entitled matter.

20 DATED this 15th day March, 2017.

21 LEACH JOHNSON SONG & GRUCHOW

22 By: 

23 _____
24 Sean L. Anderson, Esq. (Bar No. 7259)
25 Ryan W. Reed, Esq. (Bar No. 11695)
26 8945 West Russell Road, Suite 330
27 Las Vegas, Nevada 89148

28 *Prior Counsel for Cross-Defendant*
Sun City Anthem Community Association

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LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C., hereby accepts substitution as attorney for Cross-Defendant in the above-entitled matter in place of and stead of LEACH JOHNSON SONG & GRUCHOW

DATED this 16 day March, 2017.

LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

By: 

Kaleb D. Anderson, Esq. (Bar No. 7582)
David T. Ochoa, Esq. (Bar No. 10414)
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144

*Attorneys for Cross-Defendant
Sun City Anthem Community Association*

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

CERTIFICATE OF SERVICE

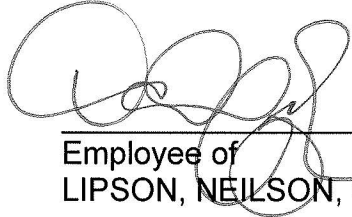
Pursuant to NRCP 5(b) and Administrative Order 14-2, I hereby certify that on the 16th day March, 2017, I electronically transmitted the foregoing **CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S SUBSTITUTION OF COUNSEL PURSUANT TO EDCR Rule 7.40(b)(1)** to the Clerk's Office using the Odyssey E-File & Serve System for filing and transmittal to the following Odyssey E-File & Serve registrants:

Hong & Hong, APLC	
Contact	Email
Joseph Y. Hong, Esq.	yosuphonglaw@gmail.com

Leach Johnson Song & Gruchow	
Contact	Email
Patty Gutierrez	pgutierrez@leachjohnson.com
Terri Hansen	thansen@leachjohnson.com

Leach Johnson Song Gruchow	
Contact	Email
Robin Callaway	rcallaway@leachjohnson.com

Leach Johnson Song Gruchow	
Contact	Email
Ryan Reed	rreed@leachjohnson.com
Sean Anderson	sanderson@leachjohnson.com



Employee of
LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

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

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

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

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

1. SCA Board declares that it did not authorize and does not condone its former agents unjustly profiting from the foreclosure of 2763 by improper accounting, charging fees in excess of the legal limit, failing to offer the due process required by law, and failing to distribute the proceeds from the sale as required by NRS (2013) 116.31164.
2. SCA Board either voids the sale on its own motion or recommends to the court to grant my motion to void the sale of 2763 White Sage on the basis of SCA former Agents' failure to follow NRS 116.31162 NRS 116.31166, NRS 38.300-360, NRS 116.31085, SCA governing documents and Board policies.
3. SCA Board declares that any illegal actions by SCA's former Agents were done without authority knowingly granted by the SCA Board.
4. SCA Board declares it does not have any financial interest in the subject property and would lose nothing if the foreclosure sale were voided due to being statutorily non-compliant.
5. SCA Board confirms that \$2,701.04 credited to SCA on August 27, 2014, was accepted as payment in full, and that neither the Association nor any current or former Board member received nor benefitted from its former Agents' failure to distribute the proceeds in the manner prescribed by law.
6. SCA Board instructs its attorney to withdraw the counter-productive motion to dismiss my cross-claims for lack of jurisdiction under NRS 38.310 (2) as it increases both parties' costs in time and money to no purpose.
7. SCA Board instructs its attorney to withdraw or do not submit any motion that would attempt to require me to be represented by an attorney as it increases both of our costs in time and money to no purpose.
8. Prior to conducting an RFP for a new debt collector, the SCA Board will conduct a review of the SCA assessment process utilizing data analysis and meaningful Owner participation to adopt an assessment policy (not just a delinquent assessment policy) and process designed to:
 - a. Ensure that owners have the same (or more) due process rights as are currently afforded to owners being sanctioned for a dead tree;

- b. reduce the ability of debt collectors to prey on SCA members for their own unjust enrichment;
- c. increase the likelihood of voluntary collection;
- d. utilize foreclosure as a last resort;
- e. reduce the costs of SCA litigation;
- f. reduces the costs of errors & omissions insurance deductibles and premiums;
- g. follow both the letter and the spirit of applicable laws and regulations.

Attachment A

Summary of February 1, 2017 cross-claims against SCA:

1. Conduct of foreclosure sale was statutorily noncompliant with NRS 116.31162 through NRS 116.31166 (2013)
2. Failed to give proper notice to Respondent re 38.310 process conducted the sale after telling the Ombudsman that the sale was cancelled and the Owner was retained.
3. Referred the White Sage assessment account to collections before there was a default;
4. Charged fees in excess of the legally authorized amounts;
5. Rescinded the 3/12/13 notice of default;
6. Canceled the 2/12/14 notice of sale and did not replace it;
7. Conducted the sale while there was no notice of sale in effect;
8. Issued a foreclosure deed based upon a cancelled Notice of Default;
9. Former Agents concealed these actions from the SCA Board;
10. Statutory and Resolution process violated for not having any hearing or notice that appeal to the Board was available;
11. Sale was not commercially reasonable as sold to a non-bona fide purchaser for 18% of fair market value and sale involved fraudulent concealment of unlawful acts;
12. Former Agents kept money that belonged to Hansen estate of approximately \$60K from proceeds of the sale;
13. Former Agents kept money that belonged to the SCA and falsified the SCA records to keep their actions covert;
14. Former Agents were unjustly enriched – not SCA. So why should SCA defend them especially since they have not SCA Agents since April, 2015;
15. Breach of contract claims are against SCA former Agents and not the SCA Board and were an attempt to utilize indemnification clauses in the SCA contracts with former Agents to shield SCA's insurance from problems created by former Agents.

Subject: RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Nona,

In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal.

We have filed our new motion, which has received a date of April 27, 2017. I have attached a stipulation and order to consolidate and reset the now three hearings that are set. If you approve the stipulation and order, please sign and submit to Lori Martin at Sun City Anthem. If you have questions or other concerns about the timing in the stipulation please let me know. I would like to get something to the court tomorrow if possible.

Sincerely, **Note: No "bank" ever filed a claim against SCA in this civil action. Further, if the sale had been voided in March 2017 as I asked, the case would have been over for SCA and me. The "bank" would have to deal with me if it wanted to foreclose.**



David Ochoa, Esq.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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From: Nona Tobin [<mailto:nonatobin@gmail.com>]

Sent: Wednesday, March 22, 2017 4:45 PM

To: David Ochoa <DOchoa@lipsonneilson.com>; Sandy Seddon <Sandy.seddon@scaai.com>

TOBIN. 4645



Nona Tobin <nonatobin@gmail.com>

Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

1 message

Nona Tobin <nonatobin@gmail.com>

Mon, Mar 27, 2017 at 10:29 AM

To: David Ochoa <DOchoa@lipsonneilson.com>

I was really surprised that you refused to consider my offer of settlement and filed a second motion to dismiss on jurisdictional grounds that have already been adjudicated when this court ordered on 1/11/17 that I was accepted as a defendant in intervention.

I was further amazed that you took both of these actions on March 22, 2017, the day before the March 23, 2017 SCA Board executive session which would have been the first opportunity for you to present my settlement offer and for you to get direction from the Board you said you needed before you could meet with me.

I was especially disturbed by the rationale you gave for rejecting my settlement offer out of hand:

" In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal."

Your reasoning does not account for the fact that I have no claim against Nationstar unless the HOA sale is voided, and if the HOA sale is voided, neither Nationstar nor I have any claim against the HOA.

By agreeing to my settlement offer, the HOA is totally benefitted and suffers no detriment. Why would you advise the HOA to continue to stay in the litigation with both Nationstar and me when I offered to release them from all liability? Given that if the HOA sale were voided, Nationstar's complaint against the HOA would become moot, what possible value is there in making the HOA defend the actions of its prior agents?

I must be missing something here. Please tell me what SCA would "win" if it stayed in litigation rather than settling.

Also, your motion to force me to get an attorney, beside having already been adjudicated, is now moot. Steve Hansen has signed a declaration disclaiming any interest in the property or in the Gordon B. Hansen Trust. Therefore, as the Trustee and sole beneficiary, I am executing a quit claim deed to the property to transfer it from the Gordon B. Hansen Trust to myself as an individual.

I respectfully request that you look again at the merits of settlement I offered and present my offer to the SCA Board and give them an accurate picture of risks of staying in vs. the benefit of my offer to let the HOA out of the case entirely.

I have no problem with combining the first two hearings (March 28 and April 6) if you cancel your second motion to dismiss pursuant to res judicata and moot. If you need time to take the attached March 22, 2017 settlement offer to the SCA Board, I would agree to move the combined March 28 and April 6 hearings to the April 27 slot, or later, if it is still needed. Please bear in mind that i will be out of the country from April 12- April 25 and will not be able to prepare any response that may be required during that time.

Thank you.

TOBIN. 4646

Nona Tobin
(702) 465-2199

Nona

On Fri, Mar 24, 2017 at 1:28 PM, David Ochoa <DOchoa@lipsonneilson.com> wrote:

Hi Nona,

I'm following up the stipulation and order. I believe it makes sense to have all the hearings on the same day. However, we are coming down to the wire. If I don't hear from you soon, we will have to move just our initial motion, but that would still leave your motion on its own day. Please get back to me soon.

Sincerely,



David Ochoa, Esq.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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From: David Ochoa
Sent: Thursday, March 23, 2017 5:10 PM
To: 'Nona Tobin' <nonatobin@gmail.com>

TOBIN. 4647

Subject: RE: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Nona,

In our assessment of the case and your claims, many of the claims are similar to the claims made by the bank. As the HOA will have to defend against those claims anyway, a settlement with a single party does not benefit the HOA at this time, and we will have to decline your proposal.

We have filed our new motion, which has received a date of April 27, 2017. I have attached a stipulation and order to consolidate and reset the now three hearings that are set. If you approve the stipulation and order, please sign and submit to Lori Martin at Sun City Anthem. If you have questions or other concerns about the timing in the stipulation please let me know. I would like to get something to the court tomorrow if possible.

Sincerely,



David Ochoa, Esq.

**Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120**

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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From: Nona Tobin [<mailto:nonatobin@gmail.com>]

Sent: Wednesday, March 22, 2017 4:45 PM

To: David Ochoa <DOchoa@lipsonneilson.com>; Sandy Seddon <Sandy.seddon@scacai.com>

TOBIN. 4648

Subject: Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

Attached is the settlement proposal in writing that you requested yesterday. Hopefully, you will view this as a reason not to file any new motions that will unnecessarily keep SCA in this litigation or just add cost to both parties.

Thank you.

Nona Tobin

Nona

On Tue, Mar 21, 2017 at 7:44 AM, David Ochoa <DOchoa@lipsonneilson.com> wrote:

Nona,

We will be filing our new motion this week. I can prepare a stipulation to move everything to that new date. If it is given a date during the time you expect to be out of town, we can include in the stipulation a request for a date when you return.

Please email me your proposal for settlement.

Sincerely,



David Ochoa, Esq.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

702-382-1500 Ext. 118

702-382-1512 (fax)

E-Mail: dochoa@lipsonneilson.com

Website: www.lipsonneilson.com

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TOBIN. 4649

From: Nona Tobin [mailto:nonatobin@gmail.com]
Sent: Monday, March 20, 2017 6:55 PM
To: David Ochoa <DOchoa@lipsonneilson.com>
Subject: Re: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

The hearing on SCACAI's motion to dismiss is still scheduled for March 28 and my opposition and counter motion to void the sale is still scheduled for April 6. Are you ok with consolidating them both on April 6.

If so, you want me to do a stipulation and order or will you do it?

As you can see from the forwarded email, I am interested in resolving SCA's role in this ASAP. You said on the phone that you needed to discuss the case with the SCA Board before agreeing to a settlement meeting. I am concerned about the two Board members who are competing against me for the Board being involved in that determination. One member, Carl Weinstein, is passing rumors around implying that this litigation should disqualify me from being on the Board. This necessitated me preparing an explanation for public distribution (attached). I offered to give a copy of it to Rex Weddle, my second opponent, and he refused to take it, saying that he couldn't read it since this was a matter before the Board.

Finally, you said that you were considering a motion regarding standing so I have attached the 11/15/16 Motion to intervene and the 1/12/17 notice of entry of the order granting it to save you the trouble.

Thanks.
Nona Tobin
(702) 465-2199

Nona

On Thu, Mar 16, 2017 at 3:13 PM, Nona Tobin <nonatobin@gmail.com> wrote:

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

From: "Nona Tobin" <nonatobin@gmail.com>
Date: Mar 8, 2017 1:32 PM
Subject: Request for settlement discussion and for stipulation and order to combine hearings on SCA motion and my opposition/counter motion in case A720032

To: <pgutierrez@leachjohnson.com>, <thansen@leachjohnson.com>, <rcallaway@leachjohnson.com>, <rreed@leachjohnson.com>, <sanderson@leachjohnson.com>
Cc: "Sandy Seddon" <Sandy.seddon@scacai.com>, "Rex Weddle" <silasmrner@yahoo.com>, <aletta.waterhouse@scacai.com>, <james.mayfield@scacai.com>, <tom.nissen@scacai.com>, <bob.burch@scacai.com>, <bella.meese@scacai.com>, <carl.weinstein@scacai.com>

Sun City Anthem's motion to dismiss was scheduled by the clerk of the 8th district court to be at 9:30 AM on March 28, 2017, and my opposition to the SCA motion to dismiss and counter motion to void the HOA sale were scheduled to be heard on April 6, 2017 at 9 AM.

In the interest of judicial efficiency and to save Sun City Anthem's attorney fees, I am proposing that we submit a stipulation and order to consolidate the hearings to be both heard on April 6, 2017. Prior to that time I would like to meet with the lead attorney for settlement discussions.

TOBIN. 4650

I will be on vacation in the Galapagos from April 11-25 and so probably completely incommunicado, and I will request that no appearance or filing is scheduled during that time and that any time limits on a response from me consider my absence during that period.

Also, as you may be aware, I am a candidate for the Sun City Anthem Board with a possible beginning of term on May 1, 2017. Given that there are only five candidates for four Board seats, I have a reasonably high probability of success. Naturally, I would like to have Sun City Anthem's involvement in this case concluded prior to that time at no unnecessary cost (to them or me) and with no residual hard feelings between us.

I am sure you can see that if my (attached) motion to void 8/15/14 HOA sale were granted, our mutual goal of settling the case without any further cost or detriment to Sun City Anthem (or me) would certainly be achieved. I believe it is an elegant solution which avoids the SCA Board being placed in the untenable position of paying to defend the indefensible acts of its former agents, FirstService Residential/ Red Rock Financial/Services while at the same time returns equitable title to the rightful owner. Of course, I am also willing to listen to any suggested alternatives that would meet these same mutually beneficial objectives.

Therefore, I would like to meet with you at your earliest convenience to see if this can be amicably resolved without further judicial or administrative action involving Sun City Anthem who probably by next week will be the only remaining cross-defendant. Please be advised that yesterday I filed three 3-day Notices of Intent to Take Default against all the other parties, Plaintiffs Stokes/Jimjack and cross-defendants Thomas Lucas/Opportunity Homes and Yuen K. Lee/F. Bondurant. Their defaults should remove any concerns the Board might have in their action to support voiding the sale negatively impacting any purchaser or subsequent purchaser.

Also, please note that permitting the sale to be voided also renders moot the Nationstar ADR claim 16-849 filed 1/14/16 against SCA that RRFS refused to accept the tender of the super-priority amount in order to unlawfully conduct a sale that could extinguish the first deed of trust.

Please bear in mind that my attempts at informal resolution or to even discuss the matter with management and the SCA Board have been rebuffed, and I have been told that I must communicate through your office.

I don't know who is actually assigned so I am sending this email to everyone listed in the Wiz-net e-file system from your firm. Please note that the e-service details of filing show that there was an error in serving Ryan Reed and Sean Anderson so you may want to correct how they are set up in the e-file system.

I can be reached at (702) 465-2199. Please contact me as soon as possible to set up a meeting time.

Nona Tobin

2 attachments

 **20170322 offer to settle SCA.pdf**
216K

20170327 quit claim GBH Trust to Tobin.pdf

TOBIN. 4651

arrangements set forth in a contract or covenant to share costs between the Association and the owner of such Vacation Villas. Additional Activity Cards shall be issued to Declarant upon request with payment of the then current charge for additional Activity Cards, In the event that no "then current charge" Is in effect at the time of such request, the charge for additional Activity Cards for Vacation Villas shall be determined in the reasonable discretion of Declarant.

15.4. Issuance to Declarant.

As long as Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1, the Association shall provide Declarant, free of charge, with as many Activity Cards as Declarant, in its sole discretion, deems necessary for the purpose of marketing the Properties or any property described in Exhibit "B." Declarant may transfer the Activity Cards to prospective purchasers of Lots subject to such terms and conditions as it, in its sole discretion, may determine. Activity Cards provided to Declarant shall entitle the bearer to use all Common Area and recreational facilities (subject to the payment of admission fees or other use fees charged to Qualified Occupants holding Activity Cards).

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

The growth and success of Sun City Anthem as a community in which people enjoy living, working, and playing requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with our neighbors, and protection of the rights of others who have an interest in Sun City Anthem.

**ARTICLE XVI
DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

16.1. Prerequisites to Actions Against Declarant.

Prior to any Owner, the Association, or any Neighborhood Association filing a civil action, undertaking any action in accordance with Section 15.4, or retaining an expert for such actions against Declarant or any Builder or subcontractor of any portion of Anthem Country Club, the Owner, the Board or the board of the Neighborhood Association, as appropriate, shall notify and meet with the Members to discuss the alleged problem or deficiency. Moreover, prior to taking any action, the potential adverse party shall be notified of the alleged problem or deficiency and provided reasonable opportunity to inspect and repair the problem.

16.2. Consensus for Association Litigation.

Except as provided in this Section, the Association or a Neighborhood Association shall not commence a judicial or administrative proceeding without first providing at least 21 days written notice of a meeting to consider such proposed action to its Members. Taking such action shall require the vote of Owners of 75% of the total number of Lots in the Association or in the Neighborhood Association, as appropriate. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (including, without limitation, the collection of assessments and the foreclosure of liens); (b) counterclaims brought by the Association in proceedings instituted against it; or (c) actions to protect the health, safety, and welfare of the Members. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

16.3. Alternative Method for Resolving Disputes.

Declarant, the Association, any Neighborhood Association, their officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances, or disputes described in Sections 16.4 ("Claims") shall be resolved using the procedures set forth in Section 16.5 in lieu of filing suit in any court.

16.4 Claims.

Unless specifically exempted below all Claims arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 16.5.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not constitute a Claim and shall not be subject to the provisions of Section 16.5:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article VIII;

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article III and Article IV;

(c) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(d) any suit by an Owner concerning the aesthetic judgment of the Architectural Review Committee, the Association, or Declarant pursuant to their authority and powers under Article IV.

(e) any suit in which any indispensable party is not a Bound Party; and

(f) any suit as to which any applicable statute of limitations would expire within 90 days of giving the Notice required by Section 16.5(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 16.5.

16.5. Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

- (i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises).
- (iii) Claimant's proposed remedy; and
- (iv) that Claimant will meet with Respondent to discuss good faith ways to resolve the Claim.

(b) Negotiation and Mediation. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation under the auspices of an independent agency providing dispute resolution services in the Las Vegas, Nevada area.

If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a written notice of termination of the mediation proceedings. The notice of termination of mediation shall set forth that the Parties are at an impasse and the date that mediation was terminated.

The Association must satisfy the mediation or arbitration process under the direction of the Nevada Real Estate Division and in compliance with Nevada Revised Statutes,

16.6 Allocation of Costs of Resolving Claims.

Each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator(s).

16.7. Enforcement of Resolution.

After resolution of any Claim through negotiation or mediation, if any Party fails to abide by the terms of any agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 16.5. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one noncomplying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs,

16.8. Attorneys' Fees.

In the event of an action instituted to enforce any of the provisions contained in the Governing Documents, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs, including administrative and lien fees, of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Specific Assessment with respect to the Lot(s) involved in the action.

The following diagram depicts the dispute resolution process:

← DISPUTE RESOLUTION TIMELINE →

Claim Between Bound Parties

- | <u>Day 1</u> | <u>Days 1-30</u> | <u>Days 30-60</u> | <u>Days 60-90+</u> |
|---|--|---|---|
| <ul style="list-style-type: none">• Factual Basis• Legal Basis• Propose a resolution• Propose a meeting• Send by hand delivery or First class mail• Send copy to Board | <ul style="list-style-type: none">• Good faith effort• Parties meet within the Properties• May request Board assistance• If unsuccessful written termination sent by Claimant to Respondent and Board | <ul style="list-style-type: none">• Claimant must submit Claim• Mediator assigned by agency under pre-arranged agreement• If Claim is not submitted, it is waived | <ul style="list-style-type: none">• Agency supplies rules• Fee split between Parties• Written summary from each side• Supervised negotiation• Contractual settlement
<u>or</u>• Termination of mediation |

EXHIBIT B

OBSTRUCTED THE LITIGATION

OCHOA MISREPRESENTED MY STANDING AS AN INDIVIDUAL TO FORCE ME TO HIRE AN ATTORNEY AND RAISE MY COSTS

Although the HOA had no interest in the title dispute, Ochoa relentlessly pursued dismissal of my claims and striking my pro se filings ad initio

I.

Ochoa pursued an abusive pattern of obstructing settlement and alternate dispute resolution, preventing investigation of the true facts of how the sale was conducted, and then obstructing my ability to get my claims fairly adjudicated in litigation.

OCHOA'S FIRST MOTION WAS THE HOA'S 2ND MOTION TO DISMISS INSTEAD OF FILING A RESPONSIVE PLEADING TO ANSWER MY CLAIMS.

Cross-Defendant Sun City Anthem Community Association ("Sun City Anthem" or HOA"), by and through its counsel of record LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C., hereby submits its Motion to Dismiss Nina Tobin, an individual and Trustee of the Gordon B. Hansen Trust's Cross-Claims pursuant to NRCP 41.

Not having an attorney is practicing law without a license

This Motion is based upon the Memorandum of Points and Authorities, exhibits attached hereto, the pleadings and papers on file, and any oral argument that may be presented in this matter.

DATED this 22nd day March, 2017.

LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

By:



Kaleb D. Anderson, Esq. (Bar No. 7582)
David T. Ochoa, Esq. (Bar No. 10414)
9900 Covington Cross Dr., Suite 120
Las Vegas, NV 89148

Attorneys for Sun City Anthem Community Association

OCHOA ALWAYS KNEW I HAD BEEN GRANTED LEAVE TO INTERVENE IN BOTH CAPACITIES, BUT LIED ABOUT IT LATER TO HELP GET MY PRO SE FILINGS STRICKEN UNHEARD.

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.

**3/27/17 page 3 SCA Reply in support of 3/22/17 motion to dismiss
Ochoa knew I had filed as an individual and as the trustee and that I had been granted leave to
intervene in both capacities**

14 On November 15, 2016, Claimant Nona Tobin ("Tobin"), an individual and
15 Trustee of the Gordon B. Hansen Trust (the "Trust") filed a motion to Intervene in the
16 case. That Motion was granted with an Order entered on January 11, 2017. The
17 subject of that motion was essentially the standing of the Trust, and the ability to
18 intervene under NRCP 24.

19 On January 31, 2017, Tobin, again as an individual and Trustee of Trust, filed a
20 Cross-Claim against the Association in which Tobin asserted, in essence, that the
21 Association wrongfully foreclosed upon the Property.

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

**4/27/17 transcript page 13 denied motion to dismiss Tobin
as an individual, deferred and then mooted without order
the attorney issue for a single-member trust.**

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.

OCHOA DID NOT WRITE THE DENIAL OF THE HOA'S MOTION TO DISMISS ME **AS AN INDIVIDUAL** INTO THE ORDER ENTERED ON 9/20/17 IN WHICH I STIPULATED TO MY CLAIMS BEING DISMISSED WITHOUT PREJUDICE TO GO TO MEDIATION.

THE HOA BOARD ON THE ADVICE OF ITS ATTORNEYS DID NOT PARTICIPATE IN MEDIATION IN GOOD FAITH.

Shown here below in an excerpt from Exhibit C to my (stricken pro se) 4/9/19 and 4/12/19 Notices of completion of mediation. It includes a table indicating the years of conflict I have had with the HOA's managers, agents, attorneys and their puppet Board members ever since I began complaining about the HOA getting ripped off by its own agents, managers and attorneys.

WHY SCA CANNOT SAY "YES" TO VOIDING THE SALE EVEN IF FACTS ARE ON MY SIDE

The purpose of this confidential memo is to provide context for mediation that I don't want to share with the attorneys because my only hope is to get RRFS to feel like it is more in their interest to void the sale than not.

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 no 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.
A-14-707237-C
A-15-711883-C
A-15-724233-C
A-14-702071

Jimijack Irrevocable Trust v. BANA, N.A. & SCACAI,
LN Management LLC series Pine Prairie v. Deutsche Bank
My Global Village LLC v BAC Home Servicing
TRP Fund IV LLC v Bank of Mellon et al
Citi-mortgage, Inc v. SCA, (SCA paid \$55K to settle in 2017)

2:17-cv-1800-JAD-GWF
2:17-cv-02161-APG-PAL
A-16-735894-C

FNMA v SCACAI
Bank of NY Mellon v. SCACAI
TRP FUND IV v. HSBC Bank

WHY SCA IS SPENDING SO MUCH ON ATTORNEYS TO SHUT ME UP

The table below shows my interaction with SCA over the past 2 ½ years since I first tried to get them to pay attention to how agents that are supposed to be fiduciaries are actually taking advantage of homeowners. My reward has been for them to try to bury me in legal fees, ruin my reputation, and kick me off the Board by deeming my position vacant declaring that the existence of this case means I could hypothetically make a profit off serving on the Board and am therefore ineligible until all appeals to the litigation are done.

It is very much in the interest of a majority of the Board to keep me from being able to compete in next year's election (5 of 7 seats are open). The trial is scheduled for May 28, 2019, and that blocks me until at least 2020.

I don't expect any of these issues to be dealt with in this mediation or for you to even click on the many live links. I just think you need to be aware how significant the disputes are between us and the incredible expense SCA "powers that be" are going to use this quiet title case to crush me and keep me out of SCA politics.

NO HELP FROM REGULATORS

As you can see in the table, NRED and Nevada Bar Counsel do not reliably protect the public by holding licensees to even a minimal legal standard. Administrative enforcement by NRED is so lax that they appear to be complicit with Community Association Institute (CAI), trade association for managers, attorneys and other agents, rather than acting to serve the public interest.

Their ineffectiveness enables SCA to continue their style of response to owner complaints: [DARVO](#): Deny, Attack, and Reverse Victim and Offender.

Thank you very much for your consideration and assistance.



Nona Tobin _____

	<u>What I say</u>	<u>What SCA says</u>
Mid-2016	To CAM: There are two lawsuits on my late fiancé's house, but I want to talk to the BOD before intervening. Your agents are stealing. Sold \$400K house without notice. Kept \$60K of proceeds that belonged to me if not Nationstar.	CAM: silence BOD President: silence.
Sept. 2016	I request a copy of the letter about dead plants at my fiancé's house or at least the form letter you use for enforcement	Get a court order
Dec. 2016	To: President, I am now a defendant in intervention. I want to talk to the BOD . This can't be the only house they did this to.	No. You can't talk to the BOD . Talk to the attorney
Jan. 2017	Rethink the debt collection process . Alessi & Koenig dissolved their LLC, defaulted on \$614K bid rigging judgment, are being sued in 500 of 800 HOA foreclosures they did, filed for chapter 7 bankruptcy	No response to me or any public acknowledgement of issue. Issued an RFP for a new legal counsel
Feb 2017	Filed a cross-claim against SCA to void the sale for statutory noncompliance and accuse agents of conducting a non-arms-length sale	SCA did not answer the complaint. Filed two motions to dismiss because I was a pro se and for NRS 38.310
Feb 2017	I filed to be a candidate for the BOD and fought with CAM over the wording of my disclosure.	CAM: you can't run unless you claim that this law suit is a conflict. Leach attorney letter : She can run but can't say certain words in disclosure
March	To Attorney Leach/Anderson: let's get the SCA out of this and settle at no cost to SCA	Leach attorney: ok to settlement talks CAM: Changed attorney to Lipson/Ochoa who Ochoa: NO to settlement talks : 1. Your claims are like Nationstar's. 2. Besides you're practicing law without a license and 3. your claims need to go to mediation

April	<p>On campaign website:</p> <ol style="list-style-type: none"> 1) past BOD meets too much in secret; 2) GM shouldn't have been paid \$250K when Summerlin hired GM for \$150K; 3) BOD shouldn't have increased dues 10% after giving GM a \$20K bonus after FSR only gone for six months; 4) BOD needs to be transparent, 5) need better internal accounting controls, 6) stop abusive collection practices; 7) more owner oversight 8) why lawsuit is not a conflict 	<p>Two incumbent candidates: Nona shouldn't be allowed to run for the BOD because she's suing the association. Besides her experience means nothing because she's never been on any SCA committee before.</p> <p>The GM is worth \$100K over market, the recruiter told us so. Nona's expertise in compensation is probably phony and we know better.</p> <p>We can't read her explanation about the lawsuit because it's a matter before the BOD where she could make a profit.</p>
	I begged the BOD not to select a new attorney until the new BOD was seated because SCA overuses attorneys to the detriment of owners.	Despite the BOD agenda action to hire legal counsel, Clarkson contract approved to be both legal counsel and debt collector.
May	I was elected to BOD with 2001 votes and replaced incumbent Carl W.	Rex had 1770 votes and a voting block of 4 votes to prevent me from even running to be an officer.
May 25	<p>I requested collection files as something might need be turned over to the bankruptcy court because A & K was claiming all the client trust funds were gone.</p> <p>I signed the over-broad recusal letter to stay out of collections matters.</p>	<p>I was not given the Board book or anything related to the Alessi collection files. I was ordered out of my first executive session, so they could discuss how to handle my conflict due to this case.</p> <p>There was unanimous vote to require me to recuse myself from all SCA collection matters regardless of whether they were totally unrelated to my case.</p>
May 25	My new attorney represented me in court while I was at the SCA executive session and withdrew my motion to void the sale and accepted that all claims were to be dismissed except quiet title per NRS 38.310 Link to court minutes	Ochoa was to write up the order of this hearing, but did not file it until 9/20/17, one month after they kicked me off the BOD on the pretext that this quiet title litigation disqualifies me to serve on the BOD.
June	<p>I made multiple proposals to the BOD to form owner oversight committees for personnel/compensation, debt collection, investments, communications</p> <p>I began researching market studies of HOA executive compensation</p>	<p>All died without a second or were unanimously voted down.</p> <p>Rex told me I was not authorized to study the GM's comp, that it had been a decision of a prior BOD, and he would not allow me to see the records of a prior BOD's analysis.</p>

July	Petitions were being circulated for a vote of no confidence in the GM & to recall the four incumbents who had been on the BOD when the GM was hired at such a ridiculous pay level. As the liaison to the Election Committee, I told the GM that she, the CAM, the attorney and the BOD Pres should stop interfering with the recall process.	The GM ignored me.
	I requested records that as a Director I had an absolute right to see. I filed a form 781 complaint with NRED about their concealing and withholding documents.	Clarkson prohibited me from seeing any SCA records unless he approved it despite this being a direct violation of SCA bylaws 6.4. Clarkson sent me an “attorney-client” cease & desist letter threatening me if I kept asking for records that I could use to make a profit on from this case approved at a secret meeting of the other six directors.
	I filed a request for independent oversight of the recall petition and election process to the Ombudsman.	The Ombudsman said he couldn’t do anything unless I filed an intervention affidavit.
August	I told the election committee that they needed to not let management, or the attorney interfere with the recall election	An anti-recall advocate told the Election Committee that I had released confidential Board info and got them to vote to have me removed as liaison because I MIGHT release something confidential of theirs.
8/10	I served a notice of intent on the BOD, the GM, the CAM to file an intervention affidavit (IA) for harassment and retaliation.	Refused to let me, a director, put it in the BOD packet, even in two-page summary , despite NRS 116.31187. Clarkson called it a “demand letter for money damages” and combined with the case cause to remove me from the BOD.
8/11	I served a notice of intent on the GM, the CAM to file a form 514A for working without a management agreement, concealing records, and generally jerking me around	No answer.
8/16	I served on Clarkson a notice of intent to file a complaint against him to the disciplinary panel of the bar.	No answer.
8/11	I told the Election Committee to protect the integrity of the recall election process	Clarkson sent me a second cease & desist letter based on my having criticized the GM in my confidential email to the Election Committee about election interference.
8/12	I demanded to know who authorized Clarkson to write me another cease & desist letter	No answer
8/12	After I heard that the recall petitions had been submitted, I demanded to know why there had been no official notice to the BOD	No answer from management, only got one from Rex, a subject of one of the petitions, who said NRS didn’t require

	and why I, as the Election Committee liaison, was particularly excluded	there to be any notice to the directors who were not being recalled
8/16	I tried to put my concerns on the BOD agenda for 8/24, but it was a fight	<p>Agenda of my item was deliberately insulting and called me “unit owner” not “director”.</p> <p>The agenda included kicking me off as the liaison to the election committee.</p>
8/22/17		<p>Clarkson sent me four near identical letters denying access to records note the bolded text related to this case.</p> <p>“Where a Director requests to review Association records including tax records, the Director must do so in good faith and in pursuit of the best interest of the Association. The totality of your actions that have occurred since you were elected to the Board do not evidence a good faith desire or that your requests for records are in pursuit of the best interest of the Association.</p> <p>Rather, your actions evidence your desire to: 1) do whatever is necessary to prove your personal theories regardless of the liabilities you may subject the Association to pursuant to your position as a Board Member; 2) unilaterally control the Board by imposing your will upon the remaining Board Members in complete disregard of the opinions and decisions made by the Board; 3) supplant any and all professional advice received by the Association with your own professed expert opinion; and 4) to pursue your continuously made and frivolous allegations of corruption and fraud, upon which no basis has been found, and upon which you seek to establish in the litigation against the Association in which you maintain an interest.”</p>
8/24 AM	Executive session which I thought was to be about my complaints, but which turned out to be their ruse since they had already decided to respond to my complaints by kicking me off the BOD.	<p>GM and attorney were not required to leave the room. Other directors were outraged that I was complaining and would not discuss the merits of my complaints.</p> <p>I was told to leave the meeting about 10:30 so they could discuss with their attorney how to respond to my complaints.</p>
8/24 1:20 PM	I walked into the BOD room for the open meeting with prepared remarks to try to be	In front of 100+ people the V-P handed me a Clarkson letter removing me from

	as gracious as possible about being removed from the Election Committee (I didn't know at the time that it was because of the false accusation of divulging confidential info).	the BOD , effective immediately, SCA's only response to my NOIs aka "demand letters". Clarkson would not explain to the crowd why, but they published on 8/29 that it was because I had put matters before the BOD from which I could make a profit and so they deemed by position vacant by operation of law.
		At the meeting Clarkson removed the Election Committee from their chartered duties over the recall election without any formal action by the BOD, hired a CPA to send out ballot that many people threw away as junk mail, at an unbudgeted cost of nearly \$100K.
9/2/	I asked a friend to mail the complaint against Clarkson to the Nevada Bar for me since I was leaving for a planned vacation in Hawaii. In the packet were also three NRED IAs for 1) harassment & retaliation, 2) recall election interference, and 3) unlawfully removing me from the BOD	In less than five working days, the NV Bar rejected the complaint - no clear and convincing evidence.
9/2	I gave the three IAs and the Form 514A along with a binder of several hundred pages of documentation to be hand-delivered to NRED (the person delivering it was a former member of the CIC commission.	NRED would not accept the IAs because they were signed as declarations per NRS 53.045 under penalty of perjury and were not notarized, but then after I submitted notarized IAs , they were acknowledged by email, but never gave me an official notice or even the case number
Sept	I complained to NRED because SCA never responded to my demands for documents,	Clarkson supplied a binder of nonresponsive materials
Sept 2017	Early case conference call	Ochoa finally filed the order from the 5/25/17 hearing to dismiss my claims per NRS 38.310
October 2017	I provided more documentation to NRED about the unlawful nature of removing me from the BOD on	Noted and filed
January 2018	Filed another affidavit to NRED because Clarkson refused to allow me to get a copy of the employee salary table for 2018	Clarkson revised the Election manual to say that even disclosing litigation was insufficient. It was disqualifying for the Board.
February 2018	I applied for the BOD and appealed when rejected by Rex.	Clarkson wrote me another letter and the Election Committee treated me like I was a monster for daring to come to a meeting.
April 2018	Joint Case conference meeting	4/20/18 Ochoa finally files an answer my 2/1/17

		cross claim with only blanket denials.
May	Initial disclosure for discovery	Ochoa only puts one thing on his privileges log my late fiancé's death certificate
June	I met with the NRED Chief Compliance Officer and asked him why they have never answered my complaints or even told me the case numbers	No answer to my follow-up email
August	After receiving NRED's highly unsatisfactory response, I quit writing my blog, SCAstrong.com , stopped going to BOD meetings, and filed a claim for mediation in this case ADR 19-27.	NRED, conflated all my complaints, but one (unspecified) into one perfunctory dismissal which misunderstood the facts, misapplied the law, and blocked serious issues like election interference and tampering with the composition of an HOA BOD, from being heard by the CIC commission.
October 25	I have received no notice from NRED about what the one issue was that was not included in their otherwise-blanket dismissal of my complaints.	It was announced at the BOD meeting that NRED had dismissed my one open complaint and that it was awful how they had to spend \$25,000 to attorneys to answer my frivolous complaints this year.

I FILED AN ABUSE OF PROCESS CLAIM VS. OCHOA ON 8/7/19, BUT IT WAS WITHDRAWN BY COUNSEL IN THE AMENDED COMPLAINT THE WAS DISMISSED WITH PREJUDICE IN A-19-799890-C

ABUSE OF PROCESS
(Against HONG, MORGAN, AND OCHOA)

1. JOSEPH HONG NV BAR 5995, an Individual, HONG & HONG; attorney for Joel Stokes, an individual and the Stokes as Trustees for Jimijack, Yuen K. Lee, and F. Bondurant, LLC against whom Tobin makes claims of fraudulent misrepresentation and abuse of process that interfered with her ability to have a fair adjudication of her quiet title claims. Hong's misconduct/misrepresentations caused the A720032 court to issue bench orders that excluded six of Tobin's April, 2019 motions and notices to be excluded from the Court record without adjudication and to exclude all of the GBH Trust's evidence from the Court's consideration at the June 5-6, 2019 trial.
2. MELANIE MORGAN, Esq. NV Bar 8215, AKERMAN LLP was the attorney for Nationstar in A720032 against whom Tobin here makes a claim of abuse of process, misrepresentations to the Court, and interference with Plaintiff's rights to have a fair adjudication of her quiet title claims against Jimijack and the Stokes.
3. Nationstar's standing to be a party in the A720032 case was not questioned, although NSM did not have a claim before the disputed sale.
4. NSM attorneys began taking aggressive action against Plaintiff when Tobin made it clear in A720032 that NSM had no standing to foreclose on a note it did not own as NSM had never entered into the court record any admissible evidence to support its ownership claim or to refute Tobin's evidence.
5. NSM attorneys never filed any claims against SCA or against Tobin either as an individual or s trustee of the GBH Trust.

6. Morgan and other Akerman attorneys filed unwarranted joinders to SCA's motions and oppositions that were based on misrepresentations and false statements to the Court and which served the improper purpose of using the HOA foreclosure dispute to allow NSM to gain standing to foreclose on a note it does not own.

7. Obstructing Tobin's quiet title dispute against Jimijack was an improper abuse of process because if the sale was voided to Tobin, there was no prejudice to the true owner of the note.

8. If NSM actually did own the beneficial interest of the DOT, its interest would have aligned with Tobin's, i.e., if the sale were voided, the security instrument would not have been extinguished and the legitimate owner of the note would be free to negotiate with Tobin or to initiate foreclosure according to the parameters of NRS chapter 107, as amended by AB284(2011).

9. Tobin's initial affidavit, filed on 9/23/16, included these statements (Page 5, lines 15-21)

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

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

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

10. If NSM's Joinder to SCA's MSJ was unwarranted and motivated by the improper purpose of preventing the sale to be voided and title quieted to Tobin as it became clear during discovery that Tobin's evidence and NSM's disclosures corroborated Tobin's claim that NSM had no standing to foreclose as the DOT had essentially been securitized out of existence.

11. Jimijack's attorney Hong and Morgan manipulated the process to prevent a fair adjudication of Tobin's claims, including getting her Pro Se motions and evidence against them excluded from the court record by ex-parte bench orders caused by their misrepresentations to the Court about Tobin's standing as an individual. The 4/23/19 hearing was ex-parte due to deceptive notices served on Tobin to keep her away.

12. Morgan colluded with Hong to make a duplicitous "settlement" between NSM and Jimijack and to dismiss bogus claims against F. Bondurant LLC and Opportunity Homes LLC.

13. Attorneys asserted a false ownership interest for NSM that did not exist in law or in fact and were not required to provide admissible evidence to support the false claim.

14. Regardless of whether decimating Tobin was intentional or she was simply collateral damage, Plaintiff petitions the Court to order Morgan and Hong to show cause why they should not be sanctioned for their conduct.

15. DAVID OCHOA, Esq., NV Bar 10414, LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C, was the SCA attorney in A720032. Tobin makes claims against David Ochoa for attorney's fees, fraudulent representation, fraudulent concealment, tortious interference, violations of the duty of good faith and fair dealing,

16. Tobin is the only party to this civil action that is a "Bound Party" contractually binding her and the SCA Board to mutual obligations under the terms of the SCA governing documents.

17. Tobin has owned and resided at 2664 Olivia Heights Avenue in Sun City Anthem Community Association, Inc. (Herein "HOA" or "SCA"). Tobin has been an owner, resident and member in good standing of SCA for fifteen years.

18. Ochoa disclosed RRFS's Foreclosure file falsely as if it were SCA's corroborated, verified official record and then concealed in discovery SCA actual official records.

19. Ochoa mischaracterized the RRFS file with its many deceptive, altered, or outright false documents, as the unquestioned truth when it was the unverified, uncorroborated self-serving version of the debt collector that Tobin argues should not have been ruled admissible at all.

20. Ochoa and SCA's other attorneys have defamed and retaliated against Plaintiff for being a party to this quiet title litigation, and have abridged her rights, disenfranchised 2,000 SCA voters, unlawfully removed her from her elected Board seat, and have used unfair tactics such as filing unwarranted motions, and covering up the misdeeds of SCA's agents to try to bury her in crippling litigation costs rather than have her claims heard on their merits.

21. Given that SCA was paid in full for deceased Gordon Hansen's delinquent assessments, SCA had no financial interest nor any claim to the title. As such, SCA Board's duty was to act as fiduciaries and investigate Plaintiff's complaints regarding the conduct of the sale and the agents failure to distribute the proceeds when homeowner Tobin requested it in 2016-2017.

A. Tobin's rights as an SCA member were abridged by SCA attorney misconduct.

22. SCA attorney David Ochoa (Herein "Ochoa") unilaterally rejected Tobin's March 22, 2017 offer to settle the case without cost to SCA or Tobin, without even submitting it to the SCA Board for their consideration:

Nona Tobin would agree to:

- No claim for attorney fees
- No claim for damages Waive claim of Respondeat Superior
- Withdraw 2/1/17 Cross-claim against SCA as if with prejudice
- No further civil action or NRED complaint to hold SCA accountable for acts of SCA's agents that resulted in a defective foreclosure sale

SCA Board would have to agree to

- Not oppose my A720032 3/3/17 motion to void the sale for
 - statutory non-compliance NRS 116.31162 et seq & NRS 116.31085
 - Failure to provide Tobin notice and due process
 - Failure to distribute the proceeds per NRS 116.31164
 - Improper accounting and excessive fees charge
- Instruct the attorneys to withdraw two motions to dismiss Tobin as an individual and as trustee for NRS 38 mediation and for practicing law without a license
- SCA Board to conduct a review of the collection process to ensure owners get the same notice and due process when their house is sold as SCA owners get when fined \$25 for a dead tree.

SCA Board would affirm or deny on their merits Tobin’s 2/1/17 claims that:

- No notice was given to owner or Ombudsman
- Premature unnecessary referral to collections
- Excess fees charged
- Foreclosure deed relied on rescinded 3/12/13 NOD
- Canceled 2/12/14 NOS of 3/7/14 sale
- No NOS in effect when sold on 8/15/14
- Sale not commercially reasonable – 18% of FMV when no lender approval on four FMV sales up to \$395,000
- Agents falsified records to keep their actions covert
- Agents kept \$60,000 that belonged to the GBH Trust

23. Ochoa obstructed “Bound Parties”, i.e., the SCA Board and 15-year member in good standing Tobin from access to CC&Rs provision XVI¹, Limits on Litigation.

24. Ochoa never filed any pleadings that timely, or substantively, responded to Tobin’s complaint or motion to void the sale.

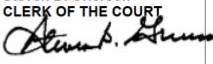
25. Instead, he filed unwarranted motions and oppositions to Tobin that were filled with false representations to the Court about the facts, the evidence, the court record, and even the laws applicable to the SCA Board’s authority over the enforcement of the governing documents.

26. Plaintiff petitions the Court to order defendant Ochoa to show cause why he should not be sanctioned for his obstruction over three years that has prevented Tobin’s grievances from being redressed and her claims from being fairly

¹ [CC&Rs XVI](#)

adjudicated. See Tobin Appeal Case Statement² in which Tobin request for the Nevada Supreme Court to mandate ADR as part of the Supreme Court appeal as reasonable, fair conflict resolution has been denied to Plaintiff due to Ochoa's and the other attorneys' abusive treatment.

OCHOA PERSISTED IN THIS FARCE FOR YEARS IN CONSPIRACY WITH OTHERS BECAUSE IT WORKED, AND IT GOT ME DEPRIVED OF MY APPEAL RIGHTS.

<p>1 LIPSON NEILSON, P.C. 2 KALEB D. ANDERSON, ESQ. Nevada Bar No. 7582 3 DAVID T. OCHOA, ESQ. Nevada Bar No. 10414 9900 Covington Cross Drive, Suite 120 4 Las Vegas, Nevada 89144 (702) 382-1500 - Telephone 5 (702) 382-1512 - Facsimile kanderson@lipsonneilson.com dochoa@lipsonneilson.com Attorneys for Cross-Defendant Sun City Anthem Community Association</p>	<p style="text-align: center;">DISTRICT COURT CLARK COUNTY, NEVADA</p> <p>JOEL STOKES and SANDRA F. STOKES, as trustees of the JIMI JACK IRREVOCABLE TRUST, Plaintiff, vs. BANK OF AMERICA, N.A.; Defendants.</p> <hr/> <p>NATIONSTAR MORTGAGE, LLC Counter-Claimant, vs. JIMI JACK IRREVOCABLE TRUST, Counter-Defendant.</p> <hr/> <p>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 JIMI JACK IRREVOCABLE TRUST, SUN CITY ANTHEM COMMUNITY ASSOCIATION, YUEN K. LEE, an Individual, d/b/a</p>	<p>Electronically Filed 5/24/2019 11:35 AM Steven D. Grierson CLERK OF THE COURT </p> <p>CASE NO.: A-15-720032-C Dept. XXXI</p> <p>CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S OPPOSITION TO MOTION TO SUBSTITUTE REAL PARTY IN INTEREST AND TO WITHDRAW AS COUNSEL OF RECORD FOR COUNTERCLAIMANT NONA TOBIN ON ORDER SHORTENING TIME</p> <p>Ochoa knew I was a party both as an individual and as trustee, and that the HOA had no interest to protect regardless whether I prevailed on my claims as an individual or as a trustee. However, he relentlessly opposed me being an individual party because he wanted my pro se filings to be stricken without being heard and he used forcing me to have an attorney for my predecessor in Teresa, a closed, insolvent trust, as a means to silence me and increase my costs of litigation</p>
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² Appeal Case Statement [ACAS](#)

In my 7/24/19 appeal case statement (linked in the footnote above), I tried unsuccessfully to preserve my appeal rights as an individual.

D. Statement of Appeal of Nona Tobin as an Individual who appeals additional orders, most of which were not entered against her individually or at all:

This second Statement of Appeal is also being filed now to meet the deadline after the trial order (despite the additional \$250 filing fee) to preserve the rights of Nona Tobin to appeal as an individual even though those orders were only issued against her in her trustee role.

The reality is that it is Nona Tobin as an individual, who has held the GBH Trust title interest in the property since March 28, 2017, when she closed the GBH Trust as insolvent and not worth the cost of administration per NRS 163.187.

Nona Tobin is not individually named in, but is aggrieved by, the orders described in (i), (ii), (iii).

She is also aggrieved by many other irregularities in the proceedings that prevented the quiet title dispute between the real parties in interest, Nona Tobin and Joel Stokes, from adjudication at a trial at all, let alone a fair trial, based on evaluating the parties' evidence on their merits, equally judged according to the standards articulated in NRS, NRCP and EDCP, and without interference from the HOA and the bank.

ON PAGE 9 OF MY 7/24/19 ACAS OF MY REJECTED INDIVIDUAL APPEAL, I DISCUSS THE HOA ATTORNEYS' MISCONDUCT IN OBSTRUCTING MY ABILITY TO GET MY GRIEVANCES REDRESSED IN THE MANNER REQUIRED BY THE HOA CC&RS XVI, OR FAILING THAT NRS 116.4117.

NRS 116.4117 Effect of violations on rights of action; civil action for damages for failure or refusal to comply with provisions of chapter or governing documents; members of executive board not personally liable to victims of crimes; circumstances under which punitive damages may be awarded; attorney's fees.

1. Subject to the requirements set forth in subsection 2, if a declarant, community manager or any other person subject to this chapter fails to comply with any of its provisions or any provision of the declaration or bylaws, any person or class of persons suffering actual damages from the failure to comply may bring a civil action for damages or other appropriate relief.

Ochoa and Clarkson, allegedly representing the interests of the HOA, retaliated against me for exercising my rights under this provision. Ochoa filed a meritless motion for attorney's fees against me as the Trustee of the closed, insolvent Hansen Trust on the grounds that the HOA was the prevailing party on its meritless 2/5/19 motion for summary judgment to quiet title in a title in which the HOA has no interest.

Clarkson retaliated against me in many ways which will be specified in the forthcoming Bar complaint against him.

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13. Indicate whether this appeal involves the possibility of settlement.

Nona Tobin requests that Sun City Anthem be required to participate in good faith in alternate dispute resolution (ADR) as they have not done so under NRS 38 or their own CC&Rs. The Order, entered on September 20, 2017, that memorialized the Court's decisions at the May 25, 2019 hearing, dismissed all of the claims of the GBH Trust and Tobin, the individual, to go to mediation, except for quiet title.

Between the hearing and the entry of the order on September 20, 2017, SCA attorney Adam Clarkson issued an order, dated August 24, 2017, declaring Tobin's elected

1 (2,001 votes) Board seat was vacant by “operation of law” for being a party to this quiet title
2 civil action.

3 There was no removal election required by NRS 116.31036.

4 Additional orders, dated February 9, 2018 and February 12, 2019, have been
5 written declaring that until all appeals related to this 2014 foreclosure quiet title action have
6 been exhausted, Nona Tobin’s membership rights are restricted.

7 One of Nona Tobin’s individual claims is that the SCA attorneys have
8 interfered with Tobin’s rights as a homeowner. Sun City Anthem (SCA) did not even consider
9 her March 22, 2017 offer to resolve her claims without litigation despite the fact that ADR
10 was guaranteed to her by SCA CC&Rs XVI: Limits on Litigation.

11 Nona Tobin has been a SCA member in good standing for over 15 years as the
12 owner of her own home at 2664 Olivia Heights Ave, in addition to her being the trustee of the
13 SCA property that was ^{sold}doles without notice in this case.

14 SCA attorney David Ochoa’s unilaterally rejected Nona Tobin’s March 22,
15 2017 offer to the SCA Board without getting approval of the SCA Board and, the same day,
16 filed an unwarranted motion to dismiss her claims for not having an attorney. Tobin’s offer
17 would have ended the case without litigation at no cost to SCA or Tobin.

18 SCA attorney Ochoa’s only explanation was that Tobin’s claims were similar
19 to those of the banks, and so it wasn’t in SCA’s interest to settle with one party. That makes
20 no sense, and not just because no bank ever filed any claims against SCA. If the sale had been
21 properly investigated, as requested, and the improperly noticed and statutorily-defective sale
22 voided, whatever security interest the lender had before the sale would have been restored.
23 Neither a lender nor the estate of the deceased homeowner would have had any claims against
24 SCA or against each other.

25 This decision to force this case into a five-year litigation nightmare was made
26 by an attorney, without the authorization of the Board. It has forced the executor of the
27 deceased homeowner’s estate to personally spend \$40,000 on trial counsel (billed only
28 through February 1, 2019) and another \$10,000 to pay a second attorney to review the file to

1 decide if he will come on as counsel for the appeal) in addition to \$10,000 plus on litigation-
2 related expenses to date.

3 All of these costs have been borne by Nona Tobin, individually, as the GBH
4 Trust had no other assets than this underwater house after Hansen's death in January 2012.
5 For these reasons and more, the Court is respectfully requested to make alternate dispute
6 resolution mandatory.

7 Dated this 24th day of July, 2019,

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Note that attorneys' fees alone swelled from \$40,000 on 2/1/19, days before Ochoa filed a meritless motion for summary judgment against me as the trustee of the closed trust, and not against me as an individual as the successor in interest of the Trust that owned the property at the time of the sale... to \$317,532.76 now.

It is hard for me to think that this was not done with actual malice.

EXHIBIT B-1

OCHOA, IN CONSPIRACY WITH OTHER OPPOSING COUNSELS, OBSTRUCTED MY ACCESS TO APPEAL AS AN INDIVIDUAL. AS A RESULT, ALL OF THE VIOLATIONS OF LAW AND THE HOA GOVERNING DOCUMENTS WERE NOT ADDRESSED AND ARE THEREFORE TOLERATED TO THIS DAY.

Question 8 – Nature of the Action

Nona Tobin, an individual, concurs with co-appellant, Nona Tobin, as trustee of the Gordon B. Hansen Trust, dated 8/22/08, that the HOA sale was void as it was statutorily non-compliant and the HOA failed to provide the notice and due process that is mandated by the governing documents.

See table of statutory violations below.

Where the individual's claims differ from those of the trustee is to the extent that the individual was excluded as a party in the final judgment ([6/24/19 NEFF](#)) and many Pro Se pleadings that would have changed the outcome of the case were excluded by bench orders on 4/23/19 ([transcript](#)), [6/3/19 \(transcript\)](#), and [9/3/19 \(transcript\)](#).

Additionally, the individual is aggrieved by Sun City Anthem's refusal to allow her claims to be heard on their merits, refusing to provide her with ADR mandated by [SCA CC&Rs XVI](#), refusing [Tobin's offer \(3/22/17\)](#) that would have avoided litigation entirely, forcing her to litigate at great expense, and then retaliating against her for being a party to this civil action by demands for attorney fees, moving ([3/22/17](#)) to strike her Pro Se pleadings *ad initio*, moving ([8/8/19](#)) to expunge her Lis Pendens when SCA has no interest in the title, and for a vexatious litigant order when Tobin has never filed a claim that would injure SCA in any way.

2013 NRS	Provision	Undisputed facts
31116	Super-priority	5/9/13 Miles Bauer tendered \$825 that SCA agents rejected
116A.640 (8)	Can't apply assessment payment to other fees or charges	10/3/12 "check for HOA dues" was applied on 10/18/12 by RRFS as partial payment; 11/9/12 applied as "RRFS collection payment" in Resident Transaction Report
116A.640(9)	Can't refuse an owner's payment	5/9/13 rejection of BANA tender was when only nine months were delinquent as of 4/30/13

THESE LAWS MAY AS WELL NOT EXIST IF THERE IS NO MEANS OF ENFORCEMENT.

		5/28/14 NS \$1100 offer rejected as if it was an owner request for waiver
116A.640(10)	Can't pay CAM what's not in contract	Charged \$150 "Management Collection fee", albeit reversed it was there while they were beginning to compound 'collection costs'; Managing agent FSR (fka RMI) held the NRS 649 debt collection license dba Red Rock Financial Services (RRFS)
31162 (4)	Can't file a notice of intent to lien "or take any other action to collect prior to "60 days after the obligation becomes due". Must provide schedule of fees, proposed repayment plan, right to hearing by BOD + procedures	7/30/12 was date "obligation was past due" for quarter ending 9/30/12 10/3/12 check 143 for \$300 submitted & ID'd as "check for HOA dues" to pay \$275 assessments and \$25 late fee 12/14/12 lien recorded with no prior notice for \$925.76 No schedule of fees, repay plan, or hearing provided ever. No exception in the law as claimed by SCA
311365	NOS – publish 3 times. Date & time & place of sale, mail certified to owner,	2/12/14 sale complied with 311635, but was cancelled by notice to Ombudsman on 5/15/14. No new compliant NOS was published prior to the 8/15/14 sale. All parties with a known interest (the owner, the listing agent, the servicing bank, all SCA members and BFPVs whose FMV offers had been rejected by the lender) were explicitly excluded from notice of the sale and were given no notice after it was sold
311365(2b3)	Give NOS to OMB	No 2 nd NOS
31164(3)(b)	Deliver copy of foreclosure deed within 30 days after sale	8/15/14 sale was held without having a 2 nd NOS and without giving the OMB the foreclosure deed EVER All parties with a known interest (the owner, the listing agent, the servicing bank, all SCA members and BFPVs whose FMV offers had been rejected by the lender) were not given any notice after the property was sold
31164(3)(c)	Manner in which proceeds of sale are to be distributed	Steve Scow said on 11/30/18 that the funds were in Scow & Koch's RRFS trust fund for RRFS. SCA000224 disclosed a \$57,282 check, dated 8/27/14, to Clark County District Court. In 2014, RRFS misled Tobin so she could not submit a claim for the proceeds through interpleader. Tobin has been prevented from making the claim that she is entitled to the proceeds because NSM is not entitled to them as NSM's claims to be the beneficial owner of the Western Thrift deed of trust are provably false.
1113	Obligation of good faith	SCA did not act in good faith by not providing the owner protections that are in the law and in the deed restrictions, by not complying with the requirements for taking valid corporate actions, and making all the decisions leading up to the sale of the property in unnoticed, closed meetings and without giving the owner an opportunity to prevent the sale.

3102 (3)(4)	Enforcement must be prudent, not arbitrary and capricious	BOD abdicated to financially conflicted agents, allowing non-uniform enforcement and unjust enrichment of the agents
3103	BOD and agents are fiduciaries, business judgment rule, duty bound to act solely and exclusive in the best interest of the HOA	<p>Not good business judgment to let agents be enriched by usurping the policy authority and duties the Board is prohibited from delegating.</p> <p>It is not in the best interests of the HOA for the Board to allow agents to give higher priority to their own business interests than to the interests of the SCA membership given that the HOA a mutual-benefit association that exists solely to protect the common good (common areas and general property values) of the homeowners.</p> <p>SCA agents have no statutory or contractual authority independent of the association.</p> <p>The Association owes no duty to its agents.</p> <p>interests of owners must be higher priority than those of agents or others</p>
31031 CC&Rs 7.4 Bylaws 3.26	Limits on BOD power to impose sanctions – must provide Notice of violation Notice of hearing and procedures Notice of sanction & chance to appeal Notice of appeal hearing procedures Appeal	<p>SCA alleged it sent a 9/20/12 notice of hearing for proposed sanction of suspension of membership privileges, but there was no hearing and no notice of sanctions alleged.</p> <p>None of these notice requirements were met No Notice of violation (also no quarterly delinquency report as required by SCA bylaws 3.21(f)(v)) No Notice of hearing and procedures No Notice of sanction & chance to appeal No Notice of appeal hearing procedures No Appeal hearing held</p> <p>Check 143 for \$300 was submitted on 10/3/12 to pay \$275 assessments through 9/30/12 plus \$25 late fee authorized (SCA170).</p> <p>RRFS credited \$300 on 10/18/12 to unauthorized fees instead of to cure the delinquency as the owner stated was her intention.</p>
310313	An HOA can charge reasonable fees to collect; this provision applies equally to an HOA agent	<p>RRFS claims to have independent authority to charge fees unlimited by this provision.</p> <p>SCA BOD has abdicated to that view and memorialized it in SCA Delinquent Assessment Policy (SCA000168-175).</p>
116.3106(d)	HOA must define in its bylaw which of BODs duties SHALL not be delegated	5/14/08 restrictions on Board delegation of policy-making authorities and certain duties were adopted as specified in SCA bylaws 3.20/3.18abefgi but SCA Board has abdicated to agents anyway. To management and attorneys that have dual roles and other financial conflicts
Bylaws 3.18a, b, e, f, g, i	Can't delegate(a) budget (b) levying or collecting assessments, (e) deposit in approved institutions for HOA's behalf, (f)	Board hasn't delegated levying assessments, but totally abdicated the collection and foreclosure process, allowing total proprietary control to financially-conflicted agents, including no financial control, audit or signatory access to accounts and no independent records that the sale even occurred or that the alleged buyer was ever an owner or that any amount of money was collected or what

	making/amending use rules, (g) opening bank accounts and controlling signatories, (i) enforcing governing documents	happened to the money, let alone accepting any responsibility for whether the proceeds from the sale were distributed according to statute or stolen
31083	Defines requirements for meetings of the BOD -with four defined exceptions are open to owners ((9) minutes must list all items to be discussed/acted on	No notice to the membership when any decision to foreclose a particular property was made. The Board meets in closed session to discuss and act on topics outside the four permissible ones.
	6) agenda must clearly describe topics	This property was never on any Board agenda for any reason.
	(9) minutes must include date, time and place of meeting; directors present, substance of matters discussed, record of vote, owners' comment	Nothing in any minutes indicate the SCA Board authorized this property to be sold. No Board vote on record related to this property at all.
31065	Rules must be uniformly enforced or not at all	SCA asserts that foreclosure is a statutory right that is exempt from the notice and due process requirements of NRS 116.31031 and CC&Rs 7.4. Tobin asserts that there is no exception in the law that exempts an HOA from providing all of the notice and due process delineated in NRS 116.31031 and CC&Rs 7.4 when the proposed sanction for an alleged violation of the governing documents of delinquent assessments is the permanent revocation of membership privileges and loss of 100% of the owner's title rights
31175	Owners have access to all BOD agendas, minutes, all HOA records (with statutorily-defined exceptions), contracts, court filings if HOA is a party, bylaws expand this to require a member-available violation log for sanctions without owner names except for delinquent assessments which must be reported quarterly by name	SCA did not put provide any agenda that specified any proposed action to sanction the owner of 2763 white Sage for delinquent assessments. SCA did not provide any minutes of meetings where those actions are taken and does not allow access to court records or contracts so they allow people to basically steal. There is no record of which houses are taken and sold or where the money went SCA withheld compliance records requested in 2016 unless they received a request from the court. SCA withheld all minutes of Board meetings at which the owner or the property or Nona Tobin were discussed or actions taken to impose sanctions SCA withheld all the documents requested in discovery. SCA withheld reports given to the Ombudsman and told Tobin she had to obtain them from the Ombudsman. Then, SCA told the court that the red Rock foreclosure file was SCA's official record, and the Ombudsman's compliance records were inadmissible.

<p>NRS 116.31085(4)</p>	<p>BOD SHALL meet in exec session to hold a hearing on an alleged violation of the governing documents unless the person who is about to be sanctioned requests an open hearing by the BOD. If the person requests in writing that an open hearing be conducted</p>	<p>No hearing was ever provided because no notice was ever given to the owner that the Board intended to impose a sanction of permanent revocation of membership privileges by selling the house.</p> <p>SCA alleges that it offered on 9/20/12 a hearing scheduled for 10/8/12 prior to the imposition of a sanction of the temporary loss of membership privileges because, as of 9/20/12, the \$275 assessment payment for the quarter ending 9/30/12 had not yet been received.</p>
<p>NRS 116.31085(4a)</p>	<p>Owner who is being sanctioned for an alleged violation is entitled to attend all portions of the Board hearing, including the presentation of evidence and the testimony of witnesses</p>	<p>No notice to attend</p>
<p>NRS 116.31085(4b)</p>	<p>Owner is entitled to due process which must include without limitation the right to counsel, right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel (BOD)</p>	<p>No due process provided</p>
<p>NRS 116.31085(5)</p>	<p>subsection 4 establishes the MINIMUM protections the BOD must provide before it makes a decision</p>	<p>SCA didn't provide the minimum protections</p>
<p>NRS 116.31085(6f)</p>	<p>any matter discussed in exec session must be noted briefly in the minutes of the Executive Board. The Board shall maintain minutes of any decision related to subsection concerning the alleged violation and upon request shall provide a copy of the decision to the owner subject to being sanctioned or rep</p>	<p>Never gave info that could be considered actual or constructive notice</p>
<p>NRS 116.31087(1)</p>	<p>right of owners to place allegation of violations of NRS 116 or the governing documents if</p>	<p>Blocked me multiple times from telling the BOD that their agents were stealing. Told me I have to get a court order to even see the records about the sanctions they took sanctioning for dead trees at the property</p>

	they give a written request to the BOD	
NRS 116.31087(2)	Board has 10 business days to place on next regular BOD meeting	Didn't do it
NRS 116A.640(8)	Intentionally apply a payment of an assessment from a unit's owner towards any fine, fee or other charge that is due.	Did this to start and by compounding unauthorized fees continued collections up to foreclosure
NRS 116A.640(9)	Refuse to accept from a unit's owner payment of any assessment, fine, fee or other charge that is due because there is an outstanding payment due.	RRFS refused BANA's 5/9/13 tender of \$825. RRFS did not present Nationstar's \$1100 offer to close the escrow opened on 5/8/14 on the \$350,000 www.auction.com sale (SCA000302)
NRS 116A.640(10)	Collect any fees or other charges from a client not specified in the management agreement.	9/13/12 \$150 mgt collection costs and 12/14/12 lien included \$617.76 unnecessary, unauthorized and unearned fees 8/21/14 (SCA000224) \$57,282.32 excess proceeds not distributed per NRS 116.31164 and retained in proprietary accounts instead of under the signatory control of the SCA Board (SCA bylaws 3.18;

EXHIBIT C: MISREPRESENTED & SUPPRESSED EVIDENCE

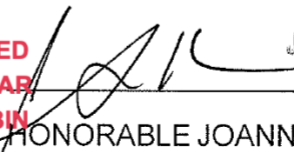
DAVID OCHOA MISREPRESENTED THE EVIDENCE IN THE 5/31/19 ORDER HE DRAFTED DENYING THE MOTION FOR RECONSIDERATION

Second, even if the Court reviews the substance of the pleadings before the court and in the record, reconsideration is not warranted. The substantial exhibits that have been submitted in the case demonstrate that Nona Tobin as Trustee of the Trust was aware of the foreclosure and did not seek to stop the foreclosure. The May 2, 2019 Order, without addressing superpriority, establishes the HOA had a valid lien and properly noticed the foreclosure sale.

The Motion for Reconsideration is therefore **DENIED. IT IS SO ORDERED.**

Dated this 30 day of May, 2019.

**THIS CONCLUSION IS NONSENSE. ALL VERIFIED
EVIDENCE IN THE RECORD SHOWS NATIONSTAR
KNEW BUT DID NOT STOP THE SALE AND TOBIN
WAS COMPLETELY UNAWARE OF THE SALE.**



JOANNA S. KISHNER
HONORABLE JOANNA KISHNER

WHAT THE “SUBSTANTIAL EXHIBITS THAT HAVE BEEN SUBMITTED IN THIS CASE” ACTUALLY DEMONSTRATE IS NOT WHAT DAVID OCHOA SAID.

THE “SUBSTANTIAL EXHIBITS” SUPPORT MY CLAIMS AND REFUTE THE CLAIMS OF MY OPPONENTS. SPECIFICALLY:

- Neither I nor listing agent Craig Leidy received any notice whatsoever of the 8/15/14 sale from Red Rock or from the HOA.
- Red Rock disregarded NRS 116.640(8) and applied check 143 to fees first instead of to the \$275 delinquent assessments plus the authorized \$25 late fee for the 7/1/12-9/30/12 quarter and prevented the delinquency from being cured thereby
- Red Rock disregarded NRS 116.640(9) when it covertly rejected the 5/8/13 Miles Bauer \$825 tender for the delinquent assessments for the period of 10/1/12-6/30/13.
- Red Rock disregarded NRS 116.640(9) when it covertly rejected the Nationstar \$1,100 offered one-year of delinquent assessments to close escrow on the 5/8/14 \$357,500 auction.com sale to high bidder MZK Properties
- Red Rock disregarded its NRS 116A.630(1)(a) fiduciary duty when it misrepresented the Nationstar 5/28/14 super-priority offer to the HOA Board as an owner request for waiver.
- After publishing and recording on 2/12/14 that the foreclosure sale was to be held on 3/7/14, Red Rock postponed the sale more than the three times allowed by NRS 107.082 and did not produce accurate records of it in discovery.
- On or about 5/15/14 Red Rock notified the Ombudsman that the sale scheduled for 5/15/14 had been cancelled. The Ombudsman’s contemporaneous HOA foreclosure notice of sale compliance log contains a notation on 6/2/14 by NRED employee Ann Moore that the Ombudsman’s notice of sale process was closed and the case was resolved because the “Owner Retained”. The log shows that Red Rock did not communicate further to the Ombudsman, i.e., there was no second notice of sale published to indicate that the property would be sold on 8/15/14; Red Rock provided no notice to the Ombudsman that the property was ever foreclosed on sold on 8/15/14 or on any other date; Red rock did not deliver a foreclosure deed to the Ombudsman within 30 days (or ever) as required by NRS 116.31164(b)(2013).
- FSR and FSR dba Red Rock who falsely claimed that Nevada law required all HOA Board decisions related to foreclosures to be confidential, despite the fact that the foreclosures are

supposed to be held at publicly noticed sales and so there is no logical reason to require Board secrecy from the owner or the HOA membership at large.

- Relying on the self-serving advice of its managing agent and collection agent (who were one and the same), Sun City Anthem Board acted in good faith, but unlawfully made all its decisions regarding foreclosures in closed sessions without providing any of the notice and due process required by the HOA governing documents (SCA CC&Rs 7.4, and SCA bylaws 3.15, 3.15A, 3.18, 3.20, 3.21(f)(v) and 3.26, SCA 2013 Delinquent Assessment Policy disclosed as SCA 168-175) and 1/17/11 SCA Board Resolution Policy and Process for the Enforcement of the Governing Documents (not disclosed)) or the Nevada laws actually applicable to HOA Board duties and meetings and owners' rights to notice and due process prior to the imposition of any penalty or fine as a sanction for an alleged violation of the governing documents (NRS 116.31083, NRS 116.31085, NRS 116.3108(4), NRS 116.311).
- The HOA Board did not have access to any information on which to base their decisions other than that provided in closed meetings by Red Rock so the Board was not aware when it was imposing the ultimate sanction on a homeowner that such drastic action was unwarranted as in this case where the property had been in escrow four times for arms-length, fair market value sales.
- All the escrow officers had been instructed to pay the HOA whatever Red Rock demanded, but servicing banks, Bank of America and Nationstar, claimed that the unidentified beneficiary rejected all those sales.
- Nationstar knew that Red Rock had rejected its \$1,100 5/28/14 offer and required Craig Leidy to put the property back on the market for \$390,000 on 7/25/14, and I had a \$358,800 offer in hand pending lender approval when Red Rock surprised both me and Craig Leidy by selling the property on 8/15/14 to Thomas Lucas, a Realtor also working under Leidy's BHHS Broker Forrest Barbee, for \$63,100. Nationstar concealed both its 5/28/14 \$1,100 offer and the fact that it knew about the sale and did nothing to stop it.
- SCA ownership records, the Resident Transaction Report for the property, Pages 1334-1337, concealed in discovery by David Ochoa, and falsified in the Red Rock foreclosure file that he did disclose, show that the HOA has no record of Thomas Lucas (or Opportunity Homes LLC, the way in which he took title) ever being an owner of the property. It shows

that Jimijack took possession on 9/25/14 as the second owner, and it also shows that the HOA has no record that the property was foreclosed or that \$63,100 was collected from the alleged sale.

THE EVIDENCE DID NOT SHOW WHAT DAVID OCHOA FALSELY CLAIMED IN THE 5/31/19 ORDER HE DRAFTED

“Nona Tobin as Trustee of the Trust was aware of the foreclosure and did nothing to stop it”

and

“(4/18/19) Order, without addressing suer priority, establishes the HOA had a valid lien and properly noticed the foreclosure sale.”

THE TABLE OF CONTENTS OF THE 600 PAGES OF EVIDENCE I FILED ON 4/17/19 (STRICKEN EX PARTE ON 4/23/19) DESCRIBES WHAT THAT EVIDENCE ACTUALLY SHOWS.

EXHIBIT A DECLARATION OF NONA TOBIN OPPOSING NATIONSTAR AND JIMI JACK

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

DATE

BOARD ACTION

- 1/10/13 No record that the SCA Board adjourned to an executive session held on 1/24/13 and no minutes of an open board meeting on 1/24/13 where ""Write off bad debt for three accounts reviewed at the 1/24/13 executive session meeting in the amount of \$3,431.39" was in 2/28/13 item 17B minutes
- 2/28/13 Item 17B"Write off bad debt for three accounts reviewed at the 1/24/13 executive session meeting in the amount of \$3,431.39 and for one account reviewed at the February 28, 2013 Executive Session meeting in the amount of \$13,395.48, for a total of \$16,826.87 that is outside the nine (9) month super priority lien."
- 2/28/13 President's report: "At today's executive session, our Board considered one request for a waiver of the minimum age requirement, a request for a waiver of fees, a request for both a payment plan and a waiver of fines, and one bad debt write-off"
- 3/28/13 At our executive session today, our Board considered one request for a waiver of fines and one request for a payment agreement.
- 4/25/13 At our executive session today, our Board considered one request for a waiver of fines and one request for a payment agreement.
- 5/27/13 President's Report: "At today's executive session, the Board considered one request for a waiver of late fees"
- 8/1/13 President's report: "There were no bad debts or write-offs considered at the executive session earlier today. The Board considered three appeals for waivers of fines, and one appeal was returned to committee.
- 8/22/13 Three requests for waivers and/or a reduction and/or payment plans and one appeal.
- 9/26/13 "At today's executive session, your Board considered six appeals including waiver of late fees, fines or requests for payment plans."
- 10/24/13 President's report: "At today's our Board considered two requests for payment plans of delinquent assessments or waivers of fees and/or fines. We approved foreclosure proceedings on five properties and took no action on bad debt.

- 12/5/13 President's report: "At each executive session, your Board considers appropriate action regarding homeowners in our community who fall behind in paying their assessments. Last month, we took action to foreclose on the liens of five properties, and this month, at this afternoon's session we considered other seriously delinquent accounts. It is important to note that the vast majority of our neighbors meet their financial responsibilities to the Association. There are a very few, however, who do not. As I stated in the President's Report in this month's Spirit, we believe that it is not in the best interests of our Association for your Board to sit back and allow certain homeowners to continually neglect their financial responsibilities to our neighbors. I am pleased to report that of the five homes the Board took action on in October, at least one has paid their balance in full. We also determined that another home was foreclosed on by the City of Henderson. The Association did not and will not receive any funds as a result.
- 12/5/13 Item 17 Approve a write off of bad debt for three accounts reviewed at the December 5, 2013 Executive Session meeting in the amount of \$24,568.94 that is outside of the nine-month super priority lien.
- 1/23/14 "In our executive session held this morning, our Board heard appeals from residents regarding assessment payments and other issues of enforcement and acted to write off bad debts in the amount of \$18,349.17
- 2/27/14 Approve the write-off of bad debt for accounts reviewed at the February 27, 2014 Executive Session meeting in the amount of \$332.92.

2/27/14 President report: Our Board continues to work through member accounts that are in serious arrears. We have taken action to foreclose on some, and continue to contact others in an attempt to bring all accounts current. When a homeowner fails to pay their authorized assessments, an added burden falls on those who do pay as they should. Our board believes it is not in the best interests of our Association to sit back and allow certain homeowners to continually neglect their financial responsibilities. **As of this meeting, our Board has acted to foreclose on a total of nineteen homes and, as of this date, five have been sold at auction. On all five of those accounts, the Association was made whole and collected past due assessments, costs of collection, interest, late fees and fines.** On the other homes, many owners have entered a payment plan, some have paid the amounts due in full and **some have been foreclosed on by other entities such as a mortgage holder or the City of Henderson.** As I mentioned above, our Board does not take these actions easily. **We initiate several contacts with homeowners throughout to make sure they understand the consequences of nonpayment. The Board conducts hearings, offers payment plans and otherwise acts to encourage and allow homeowners to pay their just debt to the Association.**

5/22/14 Item 17 "This write off is the result of a bank foreclosure of a house and the write off is the amount in excess of the Association's nine-month super-priority lien.

6/26/14 Item 16 "...approve the write off of bad debt due to the foreclosure by lenders on two homes in SCA in the amount of \$18,843.93. This amount is uncollectable by the Association."

6/26/14 President's report "At the executive session earlier today, our Board considered two appeals from homeowners for exemptions from our CC&Rs and one appeal to settle a delinquent account. **The Board also reviewed properties that may be considered for foreclosure by the Association and reviewed other properties previously approved for foreclosure. We consider the write-off of bad debt from two properties.** The Board also reviewed incident/accident reports that may result in insurance claims."

- 7/24/14 President's report "At today's executive session, our Board considered one appeal from a homeowner for relief from a fine imposed for a violation of provisions in the CC&Rs and another appeal for **a waiver of late fees and interest**. The Board reviewed properties that may be considered for foreclosure by the Association and reviewed others previously approved for foreclosure. We did not consider any write-off of bad debt this month.
- 8/21/14 Item 16 "approve the write off of bad debt for accounts reviewed at the 8/21/14 executive session in the amount of \$751.49.
- 8/21/14 President's Report "At today's executive session, our Board reviewed incident reports that may result in insurance claims, properties on which foreclosure action was taken in the past and others that may come to foreclosure in the near future. We considered write off of debt in the amount of \$751.49 from two properties, one that was foreclosed on by the lender and the other amount was the outcome of a payment plan.
- 9/18/14 There were no write off of bad debts at the September 18, 2014 Executive Session. At the executive session, the Board considered or reviewed payment plans on six properties, reviewed accounts on properties that have been foreclosed on and considered foreclosure on others, and reviewed incidents that may result in insurance claims and certain legal issues before the Association.
- 10/21/14 At the Executive session earlier today, our Board reviewed three requests for waivers of late fees and other charges, accounts of properties that may be foreclosed on, and insurance claims and accident reports.
- 12/4/14 Collections Report: The Treasurer, on behalf of the Board, reviewed the September 30, 2014 Collections Report. The Association has collected \$252,609.34 year-to-date from delinquent accounts compared to \$121,514.32 year-to-date September 2013. The delinquent accounts represented 1.89% of budgeted assessments compared to 4.94% as of September 2013. Out of 7,144 accounts, only 43 accounts were at collections ending September 2014, putting the percentage of accounts at collections at 0.59% for the month of September 2014.
- 12/4/14 the Board unanimously approved the write-off of bad debt for accounts reviewed at the December 4, 2014 Executive Session, in the amount of \$2,255.19.

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

OCHOA MISREPRESENTS THE LAW GOVERNING THE VALIDITY OF MY 3/28/17 DEED TO SUPPRESS EVIDENCE SUPPORTING MY MOTION FOR RECONSIDERATION OF THE 4/18/19 ORDER.

Ochoa knew from 3/27/17 that I was going to record the deed because I emailed him an unrecorded copy on 3/27/17 and told him that his motion to dismiss my individual claims for not having an attorney was moot because I was recording that deed.

Here, the Gordon B. Hansen Trust (the "Trust") was the owner of the Property at the time of the foreclosure. In Tobin's Motion to Substitute Real Party in interest filed on May 23, 2019, at page 4, Tobin asserts she had the Trust record a deed transferring the property to her. If the trust's interest in the property was extinguished by the foreclosure

Page 4, 5/24/19 OPPM

Ochoa knew, or should have known, that the statement “such a transfer is invalid” is false. The quit claim deed transferred all the title interests, IF ANY, to close the trust, so I, as the sole beneficiary, could pursue the litigation without being forced to pay an attorney. Since the HOA has no interest to protect, taking this stance repeatedly for two years instead of ever filing a responsive pleading to refute my claims on their merits was obviously just to hurt me and increase my costs.

sale such a transfer is invalid and cannot assign the Trust’s interest to Tobin as an individual. In fact, the current Order pending reconsideration finds that the Trust’s interest was extinguished. Even if the Motion for Reconsideration is granted and a trial **Ochoa filed the HOA’s MSJ only against the Hansen Trust, not against me as an individual** regarding the Trust’s interest was necessary, a recording after the sale would not be an effective assignment of the Trust’s interest, and the Trust would need to be represented **False!** by counsel to argue its interest was not extinguished during the foreclosure. The substitution of real party in interest does not work and should be denied.

Page 4 5/24/19 HOA opposition

The improper purpose of the HOA opposition to the motion to substitute me as an individual for the closed Trust is obvious from Ochoa's argument that the 500 pages of evidence submitted to support the motion to reconsider the 4/18/19 order granting the HOA MSJ for quiet title vs. the Trust, must be stricken because I signed it as an individual along with my counsel of record.

Ochoa knows having both signatures does not mean that the attorney is saying that my claims are not warranted.

Ochoa unfairly and successfully got the court to ignore the substantial, verified evidence my attorney had filed on 5/23/19 because when I filed it on 4/17/19 as a pro se, the other attorneys Morgan and Hong had succeeded in getting all that evidence stricken ex parts on 4/23/19.

On a related issue, the Trust currently has counsel, and the Motion to Withdraw is pending. However, the Reply supporting the Motion for Reconsideration was signed by Nona Tobin. See Reply p. 8. Nona Tobin's signature on the Document is followed by a submitted by line for current counsel. *Id.* Nona Tobin signing the document combined with the submitted by line, indicate counsel is not representing the claims presented are warranted, as required by Rule 11. See NRCP 11(a) and (b) (all pleadings must be signed and signing represents the claims are warranted). Under NRCP 11(a) all pleadings must be signed. Under NRCP 11(b) the signature is a representation that claims in a pleading are not being presented for any improper purpose and the claims are warranted. The Reply is not signed by counsel and Nona Tobin cannot make those representations on behalf of the Trust. Guerin, requires the Trust have counsel, not that counsel monitor or submit documents on behalf of a non-attorney representing a trust. The Reply and its 500 pages of exhibits (signed by Nona Tobin and not counsel of record) should be stricken; as it either violates counsel's signing requirement under NRCP 11 or is the unauthorized practice of law by a non-attorney. **This does not protect any interest of the HOA. It just suppresses evidence against Red Rock, the bank and Jimijack.**

OCHOA SUCCESSFULLY SUPPRESSED EVIDENCE I NEEDED TO WIN THE TITLE DISPUTE WOULD HAVE COST THE HOA NOTHING IF IT HAD BEEN CONSIDERED BY THE COURT.

**EXHIBITS TO 5/23/19 TOBIN
RPLY TO
SCA 5/2/19 OPPM TO TOBIN MOTION TO
RECONSIDER AND
JIMIJACK'S 5/3/19 JOINDER
TO SCA AND
NSM'S 5/3/19 JOINDER TO SCA**

Exhibit "1"; April 20, 2019 Tobin declaration

Exhibit "2"May 11, 2018 and May 13, 2019 Leidy declaration

Exhibit "3" May 20, 2019 Proudfit declaration

Exhibit "4" Resident Transaction Reports for 2763 White Sage 2664
Olivia Heights

Exhibit "5" No valid Board authorization for sale

Exhibit "6" Proposed Findings of Fact

Exhibit "7" Authenticated OMBUDSMAN NOS records for 17
foreclosures

Exhibit "8" 2nd NOS for two sales but not for 2763

Exhibit "9" March 22, 2019 Tobin DECL opposing NSM MSJ vs. Jimijack

Exhibit "10" April 12, 2019 MSJ v. Jimijack

Exhibit "11" May 20, 2019 complete chain of title for 2763 White Sage

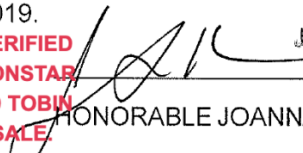
OCHOA MISREPRESENTED THE SUPPRESSED EVIDENCE IN THE 5/31/19 ORDER DENYING RECONSIDERATION OF THE 4/18/19 ORDER

Second, even if the Court reviews the substance of the pleadings before the court and in the record, reconsideration is not warranted. The substantial exhibits that have been submitted in the case demonstrate that Nona Tobin as Trustee of the Trust was aware of the foreclosure and did not seek to stop the foreclosure. The May 2, 2019 Order, without addressing superpriority, establishes the HOA had a valid lien and properly noticed the foreclosure sale.

The Motion for Reconsideration is therefore **DENIED. IT IS SO ORDERED.**

Dated this 30 day of May, 2019.

THIS CONCLUSION IS NONSENSE. ALL VERIFIED EVIDENCE IN THE RECORD SHOWS NATIONSTAR KNEW BUT DID NOT STOP THE SALE AND TOBIN WAS COMPLETELY UNAWARE OF THE SALE.


JOANNA S. KISHNER
HONORABLE JOANNA KISHNER

SUPPRESSION OF EXHIBIT 1 ALLOWED OCHOA TO CONCEAL HOW MAN DISPUTED FACTS THERE WERE IN THE 4/18/19 ORDER.

By suppressing exhibit 1, 4/20/19 Tobin DECL, Ochoa prevailed on the false claim that there were no disputed material facts in the 4/18/19 order.

Note that my 4/24/19 motion to vacate and counter motion for summary judgment that this declaration supported, were never heard or decided

DECLARATION OF NONA TOBIN

Nona Tobin, under penalty of perjury, states as follows:

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

This declaration is made in support of a Motion to Vacate the Order granting Summary Judgment to Sun City Anthem and to Nationstar's Limited Joinder.

SCA and NSM did not meet their burden to show material facts were undisputed as this declaration made under penalty of perjury denies the Facts listed in order:

1,2,4,5,6,7,8,9,10,11,12, 13,14,15,16,17,18,19,20,21,22,23,25,26,27, 28, 29, 30, 31, 32, 33, 34, 35, 36.

SUPPRESSION OF EXHIBIT 1 ALLOWED OCHOA TO PERSIST IN THE FALSE CLAIM THAT THE EVIDENCE SHOWED THAT I KNEW OF THE 8/15/14 SALE AND DID NOTHING TO STOP IT.

1 38. This confiscation occurred while two listing agents, both also SCA homeowners in
2 good standing were working in good faith over two years to attempt to get lender approval on
3 a short sale all without there ever being any official SCA record of it even happening.
4

5 39. There was never any Delinquency Report made at any SCA Board meeting between the
6 September 27, 2012 Board meeting and the November 15, 2014 Board despite that specific
7 notice being required by SCA bylaws 3.21(f) (v).
8

9 40. SCA Board never told me or any other SCA member about this collection or
10 foreclosure process or about any SCA collection and foreclosure process.
11

12 41. SCA never provided me an opportunity to request an open hearing.
13

14 42. SCA Board never offered nor held a hearing prior to imposing any sanction up to and
15 including foreclosure, except when the alleged violation was dead trees.
16

17 **I made three statements under penalty of perjury on this one page
18 denying receiving any notice whatsoever of the 8/15/14 sale.**

19 43. I was never offered a hearing by the Covenants Committee, the SCA hearing tribunal,
20 or an appeal to the Board, when the SCA Board considered imposing a sanction of
21 permanently revoking membership privileges by foreclosure.
22

23 44. SCA did offer a hearing and a chance to appeal to the Board when the proposed
24 penalty was a \$25 fine for each dead tree, and a Notice of Sanction, dated 8/13/15.
25

26 45. I received no notice whatsoever that the house was going to be sold on 8/15/14,
27 ironically two days after SCA sent a Notice of \$25 Sanction.
28

DAVID OCHOA DISCLOSED THE DEBT COLLECTION AGREEMENT THAT HURT THE HOA AND HELPED RED ROCK

David Ochoa, in one of his many misrepresentations to the court, disclosed the 2007 RRFS-Sun City Anthem contract ([SCA 164-167](#)) which lacks the clause that requires RRFS to indemnify Sun City Anthem instead of vice versa.

[SCA 164-167 SCA-Red Rock 2007 debt collection agreement](#)

[4/27/12 RRFS debt collection contract](#) with Sun City Anthem (concealed by Steven Scow in his 2/11/19 response (RRFS 001-425) to my 2/4/19 subpoena). Steven Scow conspired with Lipson Neilson attorneys David Ochoa, Esq. NV. Bar No. 10414 and/or Kaleeb Anderson NV Bar No. 7582; and/or Clarkson Law Group Adam Clarkson NV Bar No. and/or John Aylor, NV Bar No. to conceal this contract and to prevent the HOA from enforcing the indemnification clause properly.

4/27/12 INDEMNIFICATION CLAUSE

Page 3, provision 7, of the 4/27/12 RRFS-SCA contract requires RRFS to “defend, indemnify and hold harmless the association, its members, its managers, agents, officers and employees against any liability, loss, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses, and attorneys fees”. “...if any claims... are brought against the Association due to allegations that Red Rock has acted negligently or acted willfully, or violated any law, regulation or ruling...”

7. LEGAL ACTION AND INDEMNIFICATION.

The Association agrees that if any claims or any proceedings are brought against Red Rock, whether by a governmental agency, private person, or otherwise, due to allegations that the Association has acted negligently or acted willfully or violated any law, regulation, order, or ruling, the Association shall defend, indemnify, and hold harmless Red Rock, 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. The Association 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 the Association.

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.

2007 INDEMNIFICATION CLAUSE (SCA 166)

2007 Indemnification clause is adverse to the HOA and its members and allowed RRFS to be unjustly enriched.

6. LEGAL ACTION AND INDEMNIFICATION

Revised 1/7/07

Page 2 of 3

SCA000165

The Association agrees that if any claims or any proceedings are brought against the Association, whether by a governmental agency, private person, or otherwise, in which it is alleged that Red Rock has violated any law, regulation, order or ruling, the Association agrees to indemnify Red Rock, its agents, officers or employees and hold Red Rock harmless against any liabilities, loss, damage, or expense, including but not limited to attorney's fees and court costs, to the extent such claims are a result of the assertion that Red Rock has violated such law, regulation, order or ruling. The Association will be responsible for all costs, including attorney's fees, which are the result of actual or alleged conduct of the Association. This indemnification will not be applicable in the event that such suit or other claim is adjudged to be the result of the Agent's gross negligence or willful misconduct.

TOBIN. 4704

DAVID OCHOA DID NOT REFUTE ANY OF THE EVIDENCE I PRODUCED WITH ANY VERIFIED EVIDENCE TO SUPPORT HIS AND RED ROCK'S CLAIMS.

AS SHOWN IN THIS OUTLINE OF HIS 5/2/19 OPPOSITION, HE MERELY SAID THAT THE CLAIMS MADE IN THE MOTION FOR RECONSIDERATION WEREN'T NEW AND WEREN'T DISPUTED MATERIAL FACTS.

Note that there is no benefit whatsoever to the HOA for Ochoa to argue any of this as it is not only unfair to me, an owner in good standing whose rights have been abridged, but it also because it obstructs the court's ability to get to the truth of the matter.

There is no benefit to the HOA if the HOA Board believes it is acting lawfully when, in fact, the HOA's agents have usurped its authority and are stealing homeowners' property for their own unjust enrichment in a manner that is detrimental to the HOA, the HOA membership at large as well as the owner whose property worth more than 200 times the alleged debt was confiscated without notice.

5/2/19 SCA ROPP vs motion to reconsider

<u>Page</u>	<u>From</u>	<u>To</u>	<u>SCA arguments</u>
3	9	11	A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous. Id.
3	23	27	reconsideration is only proper if the newly discovered evidence is "substantially different" from the prior evidence and "not previously obtainable in the exercise of due diligence." Masonry and Tile Contractors v. 1178-79 99th Cir., 1998) 737, 741 (1997). See also, Mustafa v. Clark County School District, 157 F.3d 1169, Jolly Urga & Wirth, 113 Nev. 1178-79 99th Cir., 1998)
4	1	1	the court having committed clear error or manifest injustice

4	3	4	Tobin has not offered any new facts
4	9	11	Tobin claimed that (i) the HOA failed to properly credit payments; (ii) the HOA and RRFS failed to accurately calculate the amount due; (iii) RRFS failed to provide proper notice of the foreclosure sale; and perhaps most important, (iv) the foreclosure was conducted on a cancelled Notice of Sale.
4	13		Tobin claimed that the HOA did not comply with its own CC&Rs
4	15	16	Tobin claimed that the HOA failed to give proper notice of the sale
4	16	17	Tobin claimed that the Notice of Sale was cancelled and not replaced
5	1	7	The order states "HOA has met its burden in establishing that there is no genuine issue of material fact and that it is entitled to summary judgment. The totality of the facts evidence that the HOA properly followed the processes and procedures in foreclosing upon the Property.
5	1	7	Tobin has failed to meet her burden in opposing the Motion because the screenshot was not authenticated as necessary pursuant to NRCP 56.
5	1	7	Additionally, even if authenticated, the screenshot does not create a genuine issue of material fact because it does not establish that the sale was cancelled prior to the time of the foreclosure sale, the basis for the remarks, and whether the statements as indicated are the Ombudsman's opinions or the truth.
5	11	11	Tobin's Claim that the HOA did not Comply with CC&Rs, is a notice argument. However, the reason this notice argument is phrased as not complying with the CC&Rs instead of phrased as not providing notice as required by the statute, is because the foreclosure statute does not require a hearing to be noticed, but instead mailing of recorded notices, as the owner is already aware they have to pay assessments.
5	16	17	portion of the CC&Rs referenced by Tobin is separate issue from foreclosure, and it does not require a hearing prior to foreclosure

5 21 25 Tobin. The particular reference to the CC&Rs is not included in the Opposition to the Motion but added in the new declaration attached to the Motion for Reconsideration ..., referencing section 7.4 of the CC&Rs. As argued by Sun City Anthem's counsel this section of the CC&Rs is a separate issue from foreclosure involving "sanctions for violation of the Governing Documents."

6 2 4 As argued previously, a notice of hearing was sent on this sanction to suspend use of the facilities, but it is a different issue separate and apart from foreclosure and cannot impact the foreclosure sale.

7 4 7 Tobin's claims that the HOA did not properly credit payments; that the HOA failed to accurately calculate the amount due; and that the HOA failed to give proper notice of the foreclosure sale, are based on the premise that Tobin timely paid the July assessment.

7 11 13 Red Rock's ledgers are correct and the correct information was entered into the recorded notices.

7 15 16 the sale was postponed; however, a postponement is not a cancellation,

7 22 23 Tobin now attempts to authenticate the evidence; however, reconsideration is only proper if the newly discovered evidence is "substantially different" from the prior evidence and "not previously obtainable in the exercise of due diligence."

8 4 5 the HOA has met its burden in establishing that there is no genuine issue of material fact and that it is entitled to summary judgment.

8 6 7 Tobin has failed to meet her burden in opposing the Motion because the screenshot was not authenticated as necessary pursuant to NRCP 56.

8 7 9 even if authenticated, the screenshot does not create a genuine issue of material fact because it does not establish that the sale was cancelled prior to the time of the foreclosure sale, the basis for the remarks, and whether the statements as indicated are the Ombudsman's opinions or the truth.

8 9 10 The totality of the facts evidence that the HOA properly followed the processes and procedures in foreclosing upon the Property.

EXHIBIT D:

CONCEALED HOA OFFICIAL RECORDS IN DISCOVERY

**DISCOVERY ABUSES ARE READILY IDENTIFIABLE IN OCHOA'S
DECEPTIVE RESPONSE TO MY REQUESTS FOR PRODUCTION OF HOA
DOCUMENTS**

Ochoa disclosed solely the unverified, uncorroborated Red Rock Foreclosure file and concealed all the official HOA records that had probative value to my case.

**OCHOA'S NRCP 16.1 DISCLOSURES FOR SUN CITY ANTHEM
[5/31/18 SCA Initial disclosures](#)**

[SCA 001-116 Sun City Anthem CC&Rs 2008 3rd restatement](#)

[SCA 117-145 Sun City Anthem bylaws 2008 3rd restatement](#)

[SCA 146-163 Sun City Anthem Rules and Regulations](#)

[SCA 164-167 Sun City Anthem 2007 Red Rock Financial Services Debt Collection contract](#)

[SCA 168-175 Sun City Anthem 2013 Delinquent Assessment Policy](#)

[SCA 176-643 Red Rock Financial Services Foreclosure File redacted](#)

[2/11/19 SCA 1st supplemental disclosures](#)

**OCHOA'S RESPONSES TO MY INTERROGATORIES AND REQUESTS
FOR DOCUMENTS WERE NOT FORTHCOMING IN THE LEAST**

[2/26/19 SCA response to Tobin interrogatories](#)

[2/26/19 SCA Response to Tobin Request for Documents](#)

[2/26/19 SCA response to Tobin Request for documents annotated](#)

**THE HOA'S RESPONSES TO MY INTERROGATORIES WERE OCHOA'S,
AND NOT DONE BY ELYSSA RAMMOS**

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Attorneys for Cross-Defendant
7 *Sun City Anthem Community Association*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 JOEL A. STOKES and SANDRA F.
11 STOKES, as trustee for the JIMI JACK
IRREVOCABL TRUST,

12 Plaintiffs,

13 vs.

14 BANK OF AMERICA, N.A.; SUN CITY
ANTHEM COMMUNITY ASSOCIATION.;
15 DOES I through X and ROES BUISNESS
ENTITIES 1 through 10, inclusive,

16 Defendants.

17

NONA TOBIN, an individual and Trustee
18 of the GORDON B. HANSEN TRUST,
dated 8/22/25,

19 Counter-Claimant,

20 vs.

21 JOEL A. STOKES and SANDRA F.
22 STOKES, as trustee for the JIMI JACK
IRREVOCABL TRUST,

23 Counter-Defendant.

24

NONA TOBIN, an individual and Trustee
25 of the GORDON B. HANSEN TRUST,
dated 8/22/25,

26 Cross-Claimant,

27 vs.

28

CASE NO.: A-15-720032-C

Dept. XXXI

**DEFENDANT / CROSS-DEFENDANT
SUN CITY ANTHEM COMMUNITY
ASSOCIATION'S RESPONSE TO
COUNTER-CLAIMANT / CROSS-
CLAIMANT NONA TOBIN'S FIRST SET
OF INTERROGATORIES**

1 SUN CITY ANTHEM COMMUNITY
2 ASSOCIATION, INC., DOES 1-10, and
3 ROE CORPORATIONS 1-10, inclusive,
4
5 Cross-Defendant.

6
7
8 **DEFENDANT / CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY**
9 **ASSOCIATION'S RESPONSE TO COUNTER-CLAIMANT / CROSS-CLAIMANT**
10 **NONA TOBIN'S FIRST SET OF INTERROGATORIES**

11 TO: Counter-Claimant / Cross-Claimant Nona Tobin;

12 TO: Michael R. Mushkin, Esq., and L Joe Coppedge, Esq., attorneys for Nona Tobin
13 Defendant / Cross-Defendant Sun City Anthem Community Association ("SCA"
14 or "HOA"), by and through its counsel of record, Lipson Neilson, P.C., hereby submits
15 its responses to Counter-Claimant / Cross-Claimant Nona Tobin's ("Tobin") First Set of
16 Interrogatories.

17 **The attorneys blocked the HOA from releasing its records or answering questions.**

18 **PRELIMINARY STATEMENT**

19 SCA's responses to the following Interrogatories are based on information
20 currently known to SCA and are provided without prejudice to SCA's right to submit
21 evidence of any subsequently discovered facts, information, or documents, should such
22 become known. These responses are made in a good faith effort to supply such
23 information as presently known to SCA after reasonably investigation. SCA reserves its
24 right to further supplement or alter any answer set forth herein and to use such
25 additional information at trial.

26 Further, because some of these responses may have been ascertained by SCA's
27 **Bogus. SCA did not do any discovery or did not disclose any.**
28 attorneys, investigators, and/or through discovery in this litigation, SCA may not have
29 personal knowledge of the information from which these responses are derived.

30 \\\ SCA ATTORNEYS CONCEALED ALL THE COMPLIANCE RECORDS SCA
31 MAINTAINS. SCA ATTORNEYS FALSELY REPRESENTED RRFS RECORDS AS
32 \\\ IF THEY WERE SCA'S OFFICIAL VERIFIED AND CORROBORATED RECORDS
33 WHICH THEY ARE NOT.

1 8. SCA objects to these Interrogatories to the extent they are compound,
2 contain improper subparts, and comprise several Interrogatories in one, which is
3 prohibited by NRCP 33(a)(1). These general objections are expressly incorporated into
4 each of the responses set forth below.

5 9. These general objections are expressly incorporated into each of the
6 responses set forth below.
7

8 **INTERROGATORIES**

9 **INTERROGATORY NO. 1:**

10 Identify each person who provided information or assisted you with respect to the
11 preparation of the answers to those interrogatories. As a part of your answer, identify
12 the specific interrogatories for which each person provided information or assistance
13 and the substantive information provided by each person or the type of assistance each
14 person rendered.
15

16 **RESPONSE TO INTERROGATORY NO. 1:**

17 SCA objects to this Interrogatory on the grounds that it is not reasonably
18 calculated to lead to the discovery of admissible evidence.

19 Without waiving the objections, SCA responds as follows: Elyssa Rammos
20 Community Manager for Sun City Anthem c/o Lipson Neilson P.C.
21

22 **INTERROGATORY NO. 2:**

23 Describe in detail the factual basis supporting your defense that the HOA abided
24 by NRS Chapter 116's requirements for the distribution of funds from the HOA non-
25 judicial foreclosure sale.

26 \\\
27 \\\
28

EVASIVE NON ANSWER. SCA ATTORNEYS ARE WELL AWARE THAT THE FUNDS OF THIS SALE WERE NOT DISTIBUTED PER STATUTE. SCA ATTORNEYS ASSISTED RRFS IN OBFUSCATING THIS KNOWN FACT BY INUENDO IN THE MSJ

1 **RESPONSE TO INTERROGATORY NO 2:**

2 SCA objects to this Interrogatory on the grounds that it does not seek facts but
3 seeks counsel's mental impressions. SCA objects to this Interrogatory on the grounds
4 that it is not reasonably limited in time or scope. SCA objects to this Interrogatory as it
5 impermissibly calls for a legal conclusion rather than disclosure of facts.

6 **OUTSOURCING LEVYING AND COLLECTION OF ASSESSMENTS IS PROHIBITED BY**
7 Without waiving the objections, SCA responds as follows: SCA outsources
8 **SCA BYLAWS 3.18(B).**

9 collection activities to Red Rock Financial Services ("RRFS"). See Sun City Anthem
10 Community Association's Disclosures ("SCA's disclosure"); Red Rock Financial
11 **RRFS FILE IS UNVERIFIED, HAS BEEN ALTERED TO EVADE DETECTION OF MISDEEDS**
12 **SERVICES' FORECLOSURE FILE ("RRFS FORECLOSURE FILE") (SCA000176-SCA000643).**

13 **AND IS CONTRADICTED BY SCA'S VERIFIED MINUTES OF BOARD MEETINGS AND**
14 **INTERROGATORY NO. 3: RESIDENT TRANSACTION REPORTS.**

15 Describe in detail the factual basis supporting your defense that the HOA's lien
16 was perfected at the recording of its CC&Rs and thus, the entire lien is superior to any
17 recorded deed of trust.

18 **RESPONSE TO INTERROGATORY NO. 3:**

19 SCA objects to this Interrogatory on the grounds that it does not seek facts but
20 seeks counsel's mental impressions. SCA objects to this Interrogatory as it
21 impermissibly calls for a legal conclusion rather than disclosure of facts.

22 Without waiving said objections, SCA responds as follows: See SCA's
23 **LIEN WAS RECORDED WITHOUT NOTICE. LIEN CLAIMED \$925.76 WHEN \$300 WAS**
24 **DISCLOSURES; Sun City Anthem Community Association's CC&Rs ("SCA's CC&Rs")**
25 **DUE AFTER HOA WAS PUT ON NOTICE THAT THE OWNER HAD DIED AND THE**
26 **(SCA000001-SCA000116). Discovery is ongoing and SCA reserves the right to**
27 **PROPERTY WAS IN ESCROW.**
28 supplement this response.

INTERROGATORY NO. 4:

Describe in detail the factual basis supporting your defense that the HOA had the
right to foreclose on its entire lien pursuant to Nevada Law.

1 **RESPONSE TO INTERROGATORY NO. 4:**

2 SCA objection to this Interrogatory on the grounds it calls for a legal conclusion.

3 Without waiving said objections, SCA responds as follows: See SCA's CC&Rs
4 (SCA000001-SCA000116); Sun City Anthem Community Association's Rules and
5 Regulations ("SCA's Rules") (SCA000146-SCA000163) and Sun City Anthem
6 Community Association's Delinquent Assessment Policy ("SCA's Policy") (SCA000168-
7 SCA000175). SCA outsources collection activities and the amounts of its lien would be
8 **RRFS FALSIFIED THE FILE AND SCA DEFENDS RRFS AND OBSTRUCTS THE**
9 **OWNER'S ACCESS ADMINISTRATIVE AND JUDICIAL ADJUDICATION BASED ON FACTS**
10 in notices prepared by Red Rock Financial, see RRFS Foreclosure File (SCA000176-
11 SCA000643).

11 **INTERROGATORY NO. 5:**

12 Describe in detail the factual basis supporting your defense that Nationstar or its
13 predecessor failed to tender a correct amount.

14 **RESPONSE TO INTERROGATORY NO. 5:**

15 SCA objects to this Interrogatory on the grounds that it does not seek facts but
16 seeks counsel's mental impressions. SCA objects to this Interrogatory as it
17 impermissibly calls for a legal conclusion rather than disclosure of facts.

18 Without waiving said objection, SCA responds as follows: SCA outsources its
19 **PROHIBITED**
20 collection activities to its agent RRFS. See ledgers in RRFS Foreclosure File
21 (SCA000176-SCA000643). **LEDGERS WERE NOT GIVEN TO THE OWNER. RRFS**
22 **LEDGERS SHOW UNAUTHORIZED CHARGES AND**

23 **INTERROGATORY NO. 6:** **CONFLICT WITH HOA LEDGERS. RRFS CONCEALED THAT**
24 **SCA 302 AND SCA 518 PAID AMOUNTS SUFFICIENT TO**
25 **VOID THE SALE.**

26 Describe in detail the factual basis supporting your defense Nationstar or its
27 predecessor alleged tender was conditional.

28 \ \ \

\ \ \

1 **RESPONSE TO INTERROGATORY NO. 6:**

2 SCA objects to this Interrogatory on the grounds that it does not seek facts but
3 seeks counsel's mental impressions. SCA objects to this Interrogatory as it
4 impermissibly calls for a legal conclusion rather than disclosure of facts.

5 **PROHIBITED**
6 Without waiving said objections, SCA responds as follows: SCA outsources
7 collection activities to RRFS. See alleged tender in RRFS Foreclosure File
8 **SEE SCA 302 WHICH WAS FALSELY CHARACTERIZED AS BEING FROM THE OWNER.**
(SCA000176-SCA000643). **5/31/19 ORDER SAYS "WITHOUT ADDRESSING SUPER**
9 **PRIORITY"**

9 **INTERROGATORY NO. 7:**

10 Identify each and every exhibit you intend to have admitted into evidence at the
11 time of the trial and for each exhibit please state:

12 a. the name, professional status, job title, and address of each individual who
13 presently has custody of the original of the exhibit;

14 b. the name, address, job title and professional status of every witness from
15 whom you will, at the time of the trial, elicit testimony to admit the exhibit as evidence.
16

17 **RESPONSE TO INTERROGATORY NO. 7:**

18 SCA objects to this Interrogatory as it is overly broad and unduly burdensome
19 and calls for speculation. SCA objects to this Interrogatory as the time to make pre-trial
20 **IT ENDED TWO DAYS AFTER THIS WAS SERVED**
21 disclosure has not run. SCA objects to this interrogatory as it requests privileged
22 confidential legal strategy.

23 Without waiving said objections, SCA responds as follows: SCA will provide
24 exhibit information as needed per the order setting trial. **SCA PROVIDED NOTHING.**

25 **INTERROGATORY NO. 8:**

26 Identify and describe all notices, meetings, and/or votes by your Board of
27 Directors regarding this litigation, the subject property, or regarding Nina Tobin in
28

**RELIED COMPLETELY ON RRFS
HEARSAY**

V.02/ JUNE 1, 2007 P.M. V.02/ JUNE 1, 2014

1 relation to this litigation or the subject property. **SCA UNLAWFULLY REMOVED ME FROM**
2 **MY ELECTED BOARD SEAT TO CONCEAL**
3 **RESPONSE TO INTERROGATORY NO. 8: THE FACTS RELATED TO THIS CASE.**

4 SCA objects to this Interrogatory as it is overly broad and unduly burdensome
5 and calls for speculation.

6 Without waiving said objections, SCA responds as follows: The Notices,
7 meetings, and/or votes are described in SCA's disclosures at RRFs Foreclosure File
8 **HEARSAY**
9 (SCA000176-SCA000643) and SCA's Second Supplemental Disclosure at Board
10 Meeting Minutes (SCA000644-SCA000654). **THERE WAS NO 2ND SUPP DISCLOSURE**

11 **INTERROGATORY NO. 9:**

12 Describe in detail the factual basis supporting your defense that the non-judicial
13 foreclosure sale of the HOA lien complied with all of the applicable statutes.

14 **RESPONSE TO INTERROGATORY NO. 9:**

15 SCA objects to this Interrogatory on the grounds it seeks information which is
16 **RELEVANT IN THAT SCA DID NOT COMPLY WITH MULTIPLE STATUTES. SEE TABLE**
17 **OF VIOLATIONS.** irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the
18 discovery of admissible evidence. SCA objects to this Request on the grounds it calls
19 for a legal conclusion.

20 Without waiving said objections, SCA responds as follows: SCA outsources its
21 collection activities to RRFs. See SCA's disclosures; RRFs' Foreclosure File
22 (SCA000176-SCA000643) **INADMISSIBLE HEARSAY CONTRADICTED BY TOBIN, LEIDY**
23 **INTERROGATORY NO. 10: AND PROUDFIT SWORN DECLS AND BY SCA BOARD**
24 **MINUTES, RESIDENT TRANSACTION REPORTS,**
25 **AUTHENTICATED OMBUDSMAN NOTICE OF SALE**
26 **CONTEMPORANEOUS LOG OF NRS 116 COMPIANCE.**

27 Describe in detail the factual basis supporting your defense that the final price of
28 the HOA non-judicial foreclosure sale is insufficient to set aside foreclosure sale absent
a showing of fraud, unfairness, or oppression.

\\ \

1 **RESPONSE TO INTERROGATORY NO. 10:**

2 SCA objects to this Interrogatory on the grounds it seeks information irrelevant to
3 **RELEVANT IN THAT RRFS SOLD IT WITHOUT NOTICE FOR \$63,100 AFTER REJECTING**
4 **\$1100 (SCA 302) TO CLOSE ESCROW ON THE WWW.AUCTION.COM \$350,000 SALE**
5 **admissible evidence. AND WHILE AN OFFER FOR \$358,800 WAS PENDING LENDER**
6 **APPROVAL.**

7 Without waiving said objections, SCA responds as follows: SCA outsources its
8 collection activities to RRFS. See SCA's disclosures; RRFS' Foreclosure File
9 **HEARSAY.**

10 (SCA000176-SCA000643).

11 **SCA BOARD FAILED IN ITS FIDUCIARY DUTY TO THE OWNER AND THE HOA**

12 Dated this 26th day of February, 2019.

13 **MEMBERSHIP A LARGE BY ALLOWING ITS AGENTS TO SELL THIS AND THE OTHER**
14 **PROPERTIES IN SECRET LIPSON NEILSON P.C.**

15 **WITHOUT GIVING ANY SCA OWNER NOTICE AS REQUIRED BY NRS 116.31083**
16 **AND SCA BYLAWS 3.15 AND 3.21(F)(V)**

17 **By:**

18 **FURTHER, IT IS UNFAIR THAT,**
LIKE ALL SCA'S 13 2014
FORECLOSURES, IT WAS SOLD
TO A NON BONA FIDE
PURCHASER WITHOUT ANY
SCA OWNER OR ANY BONA
FIDE PURCHASER SUFFICIENT
TO ALLOW TO BID AS THERE
WAS NO NOTICE OF THE
ACTUAL SALE.

/s/ David T. Ochoa

JOSEPH P. GARIN, ESQ. (BAR NO. 6653)
KALEB D. ANDERSON, ESQ. (BAR NO. 7582)
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COMMUNITY ASSOCIATION

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REQUEST NO. 4:

Produce all documents which show the all costs of collection, including those incurred by SCA, its agents, and/or outside counsel attorney's fees, insurance deductibles, retroactively-adjusted premium costs, litigation costs, write-off of bad debt, or any other cost arising from each property that SCA, or any of its agents, foreclosed on or threatened to foreclose on between January 2010 to the present.

RESPONSE TO REQUEST NO. 4:

SCA objects to this Request on the grounds that it seeks information which is irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the

discovery of admissible evidence. SCA objects to this Request to the extent it seeks to violate third-party privacy rights. SCA further objects to this Request on the grounds it is overly broad and unduly burdensome.

Without waiving said objections, SCA responds as follows: SCA outsources is collection activities to Red Rock Financial Services ("RRFS"). See SCA's disclosures; Red Rock Financial Services' Foreclosure File ("RRFS Foreclosure File") (SCA000176-SCA000643) that would have collection costs for this property.

SCA BYLAWS PROHIBIT "OUTSOURCING COLLECTION ACTIVITIES" IF IT REMOVES POLICY AUTHORITY AND PROPRIETARY CONTROL OVER THE FUNDS COLLECTED FOR THE BENEFIT OF THE HOA FROM THE HOA BOARD OF DIRECTORS.

See below SCA bylaws 3.20 and 3.18(a)(b)(e)(f)(g)(i) that address the specific prohibitions against delegation of certain SCA Board duties.

This bylaws provision is mandated by [NRS 116.3106\(d\)](#). SCA Board violated its fiduciary duty to the membership by allowing FSR to refer accounts to FSR dba RRFS and to impose fines (misnamed as collection costs) without providing the owner the due process mandated in [CC&Rs 7.4](#) and [NRS 116.31031](#).

SCA Bylaws Excerpt Regarding Restrictions on Board's Delegation of Duties

3.20. Management.

The Board may employ a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but **shall not delegate policy making authority or those duties set forth in Sections 3.18(a), 3.18(b), 3.18(e), 3.18(f), 3.18(g) and 3.18(i).**

3.18. Duties.

The Board's duties shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget
- (b) levying and collecting such assessments from the Owners;

SCA claims it "outsourced" the collection function implying that SCA did not have to comply with this provision. SCA claimed it didn't have to provide the notices required by NRS 116.31162(4) because the account had been referred to collections. See [3/26/19 transcript](#) (pg. 23, line 21-). SCA Board is prohibited from giving control of the collection process to anyone else in the exact same way it is prohibited from allowing anyone but the Board to set the amount of assessments owners will be required to pay.

(e) depositing all funds received on Association's behalf in a bank depository which it shall approve, and using such funds to operate the Association... SCA Board gave RRFS proprietary control over funds "received on the Association's behalf" and allowing the agent to retain control over them such that there is no independent SCA record of the money and no SCA Board knowledge or control over its disposition. FSR did not account for the \$63,100 proceeds from the sale in the resident transaction report. FSR dba RRFS did not distribute the proceeds pursuant to [NRS 116.31164\(c\).\(2013\)](#)

- (f) making and amending Use Restrictions and Rules ... not at issue in the quiet title case

(g) opening of bank accounts on the Association's behalf and designating the signatories required; The proceeds of the sale have been held for the past five years in the Red Rock trust fund at Koch & Scow with the SCA Board having no control over the signatories on that account and no access to any information about the "funds received on Association's behalf". I allege that RRFS has unlawfully retained the proceeds of other SCA foreclosures. See [OMB-NOS records for 17 foreclosures authenticated 4/15/19 Ex 7.5/23/19](#). See [2/25/19 email learn from Spanish Trail](#) and [SCA 223 224](#)

(i) enforcing the Governing Documents and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned as provided in Section 7.4 of the Declaration; SCA Board did not comply with [CC&Rs 7.4](#) when enforcing the governing documents by imposing a sanction on an owner for the alleged violation of delinquent assessments. SCA Board allowed FSR/FSR dba RRFS to impose the ultimate sanction of permanent revocation of membership rights, loss of property rights, and loss of a \$350,000+ home without providing a notice of violation and proposed sanction, opportunity to correct, notice of a hearing, opportunity to appeal as spelled out in [11/11/17 policy and procedures for enforcing the governing documents](#)

SCA provided these due process steps ironically and insultingly when it came to an alleged violation of dead plant and a \$25 sanction. See [8/13/14 notice of sanction for \\$25 fine](#) for dead plants. There was no notice of violation (which is also mandated by [SCA bylaws 3.21\(f\)\(v\)](#)). No hearing (which is also provided for in [NRS 116.31085](#)). No notice of sanction for the 8/15/14 surprise sale of a deceased owner's home.

SCA DOES NOT HAVE, OR OCHOA CONCEALED, ANY RECORD OF ANY PROCEEDS OF ANY FORECLOSURE CONDUCTED UNDER ITS STATUTORY AUTHORITY

9 **REQUEST NO. 5:**

10 Produce SCA's accounting records for the receipt and disposition of all funds
11 collected, including, but not limited to, all proceeds from each and every foreclosure
12 conducted for the benefit of, and under the authority of, SCA from January 2010 to the
13 present.

14
15 **RESPONSE TO REQUEST NO. 5:**

16 SCA objects to this Request on the grounds that it seeks information which is
17 irrelevant to the claims of this lawsuit and not reasonably calculated to lead to the
18 discovery of admissible evidence. SCA objects to this Request to the extent it seeks to
19 violate third-party privacy rights. SCA further objects to this Request on the grounds it
20 is overly broad and unduly burdensome.

21
22 Without waiving said objections, SCA responds as follows: SCA outsources its
23 collection activities to RRFS. All documentation arising from these activities would be in
24 the possession of its collection company. See SCA's disclosures; RRFS' Foreclosure

25 File (SCA000176-SCA000643). **SCA BOARD IS PROHIBITED BY SCA BYLAWS 3.18B
26 AND 3.20 TO "OUTSOURCE" COLLECTIONS. SCA
27 BOARD DID SO TO SUCH THAT PROPRIETARY
28 CONTROL OVER THE POLICY, PROCESS, AND
ACCOUNTING OF THE COLLECTIONS AND
FORECLOSURES WERE ABDICATED AND AGENTS
WERE ABLE TO SELL HOUSES WITHOUT NOTICE.**

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1 **REQUEST NO. 6:**

2 Produce any and all records, including but not limited to, the Resident
3 Transaction Report of all assessments, fines, asset enhancement fees, payments, or
4 any other monetary or non-monetary compensation received, or owing, for the period
5 from 2006 to the present:

6 (a) For or related to the subject property; and

7 (b) For the approximately sixteen (16) other SCA foreclosures which have
8 **SHOWS HOW THIS CASE IS DIFFERENT AND ALSO SHOWS THAT IN 2014 WHEN**
9 **occurred since 2010. SCA PUT OUT RFP TO REPLACE FSR, FSR**

10 **RESPONSE TO REQUEST NO. 6:** **INITIATED 13 FORECLOSURES WITHOUT NOTICE**
TO ANY SCA HOMEOWNER OF ANY OF THE SALES.

11 (a) SCA objects to this Request on the grounds that it seeks information which is
12 **RELEVANT IN THAT SCA'S OWN RECORDS CONTRADICT RRFS'S VERSION.**
13 **irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the**
14 **WITHHOLDING THESE RECORDS COVERS UP AGENTS' MISDEEDS AND ALLOWS**
15 **discovery of admissible evidence. AGENTS TO UNJUSTLY PROFIT AT SCA OWNER**
16 **EXPENSE AND FOR ME TO LOSE THIS HOUSE.**

17 Without waiving said objections, SCA responds as follows: See SCA's
18 disclosures; SCA's CC&Rs (SCA000001-SCA000116) and RRFS' Foreclosure File
19 (SCA000176-SCA000643); also more specifically SCA000382 – SCA000384.

20 **RTR TO 2/11/14 WITHHOLDS THE SPECIFIC INFORMATION THAT CONTRADICTS**
21 **RRFS.** (b) SCA objects to this Request on the grounds that it seeks information which is

22 irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the
23 discovery of admissible evidence. SCA objects to this Request on the grounds that it
24 seeks information in violation of **WHAT THIRD PARTY PRIVACY RIGHTS?** SCA further objects to this

SCA BOARD AND AGENTS ARE FIDUCIARIES AND VILATE THIS DUTY BY WITHHOLDING
Request on the grounds it is overly broad and unduly burdensome.

DOCUMENTS THAT I ALLEGE PROVE THEIR AGENTS ARE STEALING AND THIS
REQUEST NO. 7: HOUSE IS JUST ONE EXAMPLE.

24 **REQUEST NO. 7:**

25 Produce all documents, including but not limited to notices, notes, agents,
26 minutes of SCA Board meetings, recordings of SCA Board meetings, informal SCA
27 Board meetings and/or any other document which references and/or relates to the
28

1/14/21 1:00:00 PM 1/14/21 1:00:00 PM

1 subject property or Nona Tobin. **SINCE THESE DOCS WERE WITHHELD, SCA MUST ADMIT THERE WERE NO MINUTES OR OTHER SCA RECORDS TO SUPPORT ITS CLAIMS OF NOTICE.**
2 **RESPONSE TO REQUEST NO. 7**

3 SCA objects to this Request on the grounds that it seeks documents which are
4 **RELEVANT IN THAT THE SCA BOD DID NOT APPROVE THE SALE BY A PUBLIC VOTE.**
5 **irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the SCA DID NOT PROVIDE MANDATORY NOTICE OR HEARING**
6 discovery of admissible evidence. SCA objects to this Request to the extent it seeks to
7 violate third party privacy rights.

8 Without waiving said objections, SCA responds as follows: See SCA's
9 disclosures: RRFS' Foreclosure File (SCA000176-SCA000643) and Board Meeting
10 Minutes (SCA000644-SCA000654). **SCA DISCLOSURES STEOPPED AT 643. SCA WITHHELD MANY DOCS THAT SHOW SCA'S NEED TO CONCEAL RECORDS EXTENDED**
11 **REQUEST NO. 8:**

12 Produce any and all ledgers of transactions and/or payments which relate to the
13 \$63,100.00 allegedly paid by Thomas Lucas/Opportunity Homes, LLC, or about August
14 15, 2014.

15
16 **RESPONSE TO REQUEST NO. 8:**

17 SCA objects to this Request on the grounds that it is not reasonably calculated to
18 lead to the discovery of admissible evidence.

19 Without waiving said objections, SCA responds as follows: See RRFS'
20 Foreclosure File (SCA000176-SCA000643). **INADMISSIBLE HEARSAY**

21 **REQUEST NO. 9:**

22 Produce any and all delinquency reports which are required by SCA bylaws for
23 the period from January 2010 through the present.

24 **RESPONSE TO REQUEST NO. 9:**

25 SCA objects to this Request on the grounds it seeks documents which are
26 **RELEVANT IN THAT THE QURTERLY DELINQUENCY REPORT IS NOTICE THAT IS**
27 **irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the**
28 **MANDATED BY THE BYLAWS AND WHICH WAS NOT PROVIDED**

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1 subject property or Nona Tobin. **SINCE THESE DOCS WERE WITHHELD, SCA MUST**
2 **RESPONSE TO REQUEST NO. 7** **ADMIT THERE WERE NO MINUTES OR OTHER SCA**
3 **RECORDS TO SUPPORT ITS CLAIMS OF NOTICE.**

4 SCA objects to this Request on the grounds that it seeks documents which are
5 **RELEVANT IN THAT THE SCA BOD DID NOT APPROVE THE SALE BY A PUBLIC VOTE.**
6 irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the
7 **SCA DID NOT PROVIDE MANDATORY NOTICE OR HEARING**
8 discovery of admissible evidence. SCA objects to this Request to the extent it seeks to
9 violate third party privacy rights. **Refusing to produce minutes is just abusive.**

10 Without waiving said objections, SCA responds as follows: See SCA's
11 disclosures: RRFs' Foreclosure File (SCA000176-SCA000643) and Board Meeting
12 Minutes (SCA000644-SCA000654).
13 **SCA DISCLOSURES STOPPED AT 643.**

14 **REQUEST NO. 8:**

15 Produce any and all ledgers of transactions and/or payments which relate to the
16 \$63,100.00 allegedly paid by Thomas Lucas/Opportunity Homes, LLC, or about August
17 15, 2014.

18 **RESPONSE TO REQUEST NO. 8:**

19 SCA objects to this Request on the grounds that it is not reasonably calculated to
20 lead to the discovery of admissible evidence.

21 Without waiving said objections, SCA responds as follows: See RRFs'
22 Foreclosure File (SCA000176-SCA000643). **INADMISSIBLE HEARSAY**

23 **REQUEST NO. 9:**

24 Produce any and all delinquency reports which are required by SCA bylaws for
25 the period from January 2010 through the present.

26 **RESPONSE TO REQUEST NO. 9:**

27 SCA objects to this Request on the grounds it seeks documents which are
28 **RELEVANT IN THAT THE QUARTERLY DELINQUENCY REPORT IS NOTICE THAT IS**
irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the
MANDATED BY THE BYLAWS AND WHICH WAS NOT PROVIDED

1/10/2016 10:00 AM: 1/10/2016 10:17

1 discovery of admissible evidence. SCA further objects to this Request on the grounds it
2 is overly broad and unduly burdensome.

3 Without waiving said objections, SCA responds as follows: for the delinquency
4 related to this property See RRFS' Foreclosure File (SCA000176-SCA000643).
5

6 **REQUEST NO. 10:**

7 Produce all documents showing the record of all asset enhancement fees paid to
8 SCA upon any transfer of title to the subject property from January 2010 to the present,
9 including but not limited to:

- 10 (a) Payments made as a result of the change of title which occurred with the
- 11 recording of the August 22, 2014 foreclosure deed;
- 12 (b) Any payments made by Opportunity Homes, LLC and/or Thomas Lucas
- 13 (c) Any payments made by Joel and Sandra Stokes and/or Jimijack
- 14 Irrevocable Trust;
- 15 (d) Any payments made by Yuen K. Lee and/or F. Bondurant, LLC;
- 16 (e) The record of any new owner set-up fees paid to SCA for changes in
- 17 ownership of the subject property.
- 18

19 **RESPONSE TO REQUEST NO. 10:**

20 SCA objects to this Request on the grounds it is overbroad as to scope and time
 21 **THE RESIDENT TRANSACTION REPORT DOES NOT SHOW THESE PAYMENTS WERE**
 22 **and seeks information that is not reasonably calculated to lead to the discovery of**
 23 **MADE OR THAT THE ALLEGED BUYER WAS EVER AN OWNER. SCA REFUSED TO**
 24 **admissible evidence. SCA objects to this Request on the grounds that it seeks**
 25 **PRODUCE EVIDENCE TO CORROBORATE RRFS'S CLAIMS.**
 26 **information which is irrelevant to the claims of this. SCA objects to this Request to the**
 27 **WHAT THIRD PARTY? SCA HAS NO INTEREST IN THE TITLE. WITHHOLDING THIS**
 28 **extent it seeks to violate third-party privacy rights. SCA further objects to this Request**
INFO COVERS UP THE FACT THAT SCA RECORDS DO NO CORROBORATE RRFS'S
on the grounds it is overly broad and unduly burdensome.
CLAIMS. AS THERE IS NO PREJUDICE TO SCA IN DISCLOSING THE REQUESTED
DOCS, IT IS UNFAIRLY INTERFERING IN TOBIN'S QUIET TITLE DISPUTE WITH
JIMI JACK AND NSM.

1 Without waiving foregoing objections, SCA responds as follows: See RRFS'
2 Foreclosure File (SCA000176-SCA000643). HEARSAY

3 Refusing to produce these helps collection agents Red Rock & Adam
4 **REQUEST NO. 11:** Clarkson. It doesn't protect the HOA & hurts me.

5 Produce all documents showing the monthly collection reports related to the
6 subject property for the period from January 2010 through present, including all reports
7 from each and every collection agent that was handling SCA collections during that time.

8 **RESPONSE TO REQUEST NO. 11:**

9 SCA objects to this Request on the grounds that it seeks information that is
10 irrelevant to the claims of this lawsuit and not reasonably calculated to lead to the
11 discovery of admissible evidence. SCA objects to this Request as it is overly
12 burdensome because the information is more easily available from another party to the
13 lawsuit. SCA objects to this Request as it is vague and ambiguous as to the term
14 "monthly collection reports". SCA WEBSITE HAD RRFS COLLECTION REPORTS
15 THROUGH 2013 POSTED UNTIL 2018 WHEN THEY WERE

16 Without waiving said objections, SCA responds as follows: SCA outsources its
17 collection activities. See SCA's disclosures; RRFS Foreclosure File (SCA000176-
18 SCA000643). HEARSAY

19 **REQUEST NO.12:**

20 Produce all notices, certified or not, that you claim were sent to the estate of
21 Gordon Hansen or the Gordon Bruce Hansen Trust at any address from January 2010 to
22 the present, including but not limited to any notice of intent to lien, notice of default,
23 notice of default & election to sell, notice of sale, any rescission, any offer of a payment
24 plan, or any notice of opportunity to appeal to the SCA Board of Directors, including the
25 proof of the service of all such notices.

26
27 \\\\
28 No notices were disclosed as most of these notices were NOT provided

1 **RESPONSE TO REQUEST NO. 12:**

2 SCA objects to this Request on the grounds that it is vague and ambiguous as to
3 the undefined term "notice" and overly broad as to scope and time. SCA objects to this
4 Request on the grounds that it seeks information which is irrelevant and immaterial
5 because recitals within the Trustee's Deed Upon Sale are conclusive proof of
6 **RECITALS ARE FALSE, CONTRADICTED BY TOBIN, LEIDY, AND PROUDFIT DECLS**
7 **compliance with the notice requirements of Chapter 116. See NRS 116.3116; SFR**
8 *Investments Pool I, LLC v. U.S. Bank, N.A.*, 130 Nev. Adv. Op. 75 (2014). SCA objects
9 to this Request on the grounds that it seeks to place an additional legal burden on the
10 **SCA DID NOT PRODUCE EVIDENCE THAT IT COMPLIED WITH 116 REQUIREMENTS**
11 **HOA not provided for in NRS Chapter 116. SCA further objects on the grounds that it**
12 **SCA'S OWN RECORDS CONTRADICT THE CLAIMS MADE IN THE MSJ**
13 seeks a legal conclusion.

14 Without waiving said objection, SCA responds as follows: SCA outsources
15 collection activities. See SCA's disclosures; RRFS Foreclosure File (SCA000176-
16 SCA000643). **CONTAINS FALSE CLAIMS THAT SCA HAS REFUSED TO PRODUCE**
17 **REQUEST NO. 13: CORROBORATING ECVIDENCE FOR**

18 Produce all documents showing the minutes of any SCA board meetings and/or
19 executive sessions at which any discussion was held, or any decision was made,
20 regarding the subject property, including but not limited to, the decision to refer the
21 account into Red Rock Financial Services for collections and the decision to foreclose.

22 **RESPONSE TO REQUEST NO. 13:**

23 SCA objects to this Request on the grounds that it seeks documents which are
24 irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the
25 discovery of admissible evidence. SCA objects to this Request to the extent it seeks to
26 violate third party privacy rights. **NO THIRD PARTY RIGHTS TRUMP THE RIGHTS OF**

27 \\\ **SCA OWNERS TO HAVE THE BOARD TAKE ACTION**
28 **ONLY COMPLIANT WITH NRS 116.31083 AND NRS**
116.31085. OWNERS' RIGHTS ARE DEFINED. THE
BOARD AND AGENTS ARE FIDUCIARIES WHO MUST

PROTECT THE OWNERS- NOT LET AGENTS SELL HOUSES WITHOUT
NOTICE TO THE OWNER.

SCA DID NOT PRODUCE IN DISCOVERY OFFICIAL RECORDS THAT I HAVE A RIGHT TO BOTH BY STATUTE AND BY THE HOA'S OWN BYLAWS

NRS 116.31085 Right of units' owners to speak at certain meetings; limitations on right; limitations on power of executive board to meet in executive session; procedure governing hearings on alleged violations; requirements concerning minutes of certain meetings.

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. If the executive board holds a meeting limited exclusively to an executive session pursuant to paragraph (c) or (d) of subsection 3, at the next regularly scheduled meeting of the executive board, the executive board shall acknowledge that the executive board met in accordance with paragraph (c) or (d) of subsection 3, as applicable, and include such an acknowledgment in the minutes of the meeting at which the acknowledgment was made. **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.**

SCA BYLAWS 3.15 REQUIRES MINUTES REGARDING THE DISCUSSION OF AN OWNER'S ALLEGED VIOLATION BE PROVIDED UPON REQUEST

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 REQUIRES MINUTES REGARDING THE DECISION TO SANCTION AN OWNER AFTER A HEARING FOR AN ALLEGED VIOLATION AND THAT MINUTES BE PROVIDED UPON REQUEST

No minutes were provided in this case because no hearing was conducted.

(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.

(702) 382-1500 FAX: (702) 382-1512

1 Without waiving said objections, SCA responds as follows: See SCA's
2 disclosures (SCA000001-SCA000643). **SCA DISCLOSURES SHOW THAT RRFS
3 REQUEST NO. 16: CLAIMED TO HAVE SENT NOTICES TO THE
4 OWNER RE THE NSM OFFER THAT PROVABLY
5 WERE NEVER SENT.**
6 Produce any and all documents regarding changes of ownership of the subject
7 property from January 2010 to the present.

8 **RESPONSE TO REQUEST NO. 16:**
9 SCA objects to this Request on the grounds that it seeks information which is
10 **RELEVANT IN THAT THE ALLEGED PURCHASER AT THE ALLEGED HOA SALE**
11 **irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the**
12 **AND ALLEGED SUBSEQUENT PURCHASER WERE NEVER OWNERS ACCORDING**
13 **discovery of admissible evidence. SCA objects to this Request on the grounds that it**
14 **TO THE HOA RESIDENT TRANSACTION REPORT.**
15 **assumes facts. SCA further objects to this Request on the grounds it is overly broad**
16 **FACT ARE NOT ASSUMED. FACTS ARE IN THE RECORDS PROVIDED TO ME BY**
17 **and unduly burdensome.**
18 **THE HOA IN MAY 2016.**

19 Without waiving said objections, SCA responds as follows: See RRFS
20 Foreclosure File (SCA000176-SCA000643). **INADMISSIBLE HEARSAY**

21 **REQUEST NO. 17:**
22 Produce all documents showing any and all payments received or costs you
23 incurred, and/or paid, in connection with any and all changes of ownership of the subject
24 property from January 2010 to the present.

25 **RESPONSE TO REQUEST NO. 17:** **NRS 116.31175, BYLAWS 6.4, AND NRCP 16.1**
26 **REQUIRES SCA TO PROVIDE THIS INFO. SCA**
27 **HAS NOT ASSERTED ANY REASON HOW**
28 **PROVIDING IT WOULD PREJUDICE SCA AS IT**
WAS REQUESTED TO GAIN QUIET TITLE

29 **REQUEST NO. 18:** **FROM JIMI JACK WHO HOA RECORDS SHOW**
30 **AS 2ND OWNER ON 9/25/14.**
31 Produce all documents that support or refute which supports Plaintiffs'
32 allegations that their "Predecessor's legal and equitable indemnification rights were
33 assigned to Plaintiffs" which allegedly would give rise to a duty for SCA to indemnify
34 Jimijack against losses and which Jimijack claims would result in the unjust enrichment

1 of SCA or its agents were tile not quieted to Plaintiffs.

2 **SCA AND TOBIN ARE "BOUND PARTIES". SCA'S CONCEALING RECORDS OBSTRUCTS**
3 **RESPONSE TO REQUEST NO. 18: TOBIN'S QUIET TITLE CLAIM AGAINST JIMI JACK.**

4 SCA objects to this Request on the grounds it seeks documents which are
5 irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the
6 discovery of admissible evidence. SCA objects to this Request on the grounds it is
7 vague and ambiguous as to the terms "predecessor's legal and equitable
8 indemnification rights were assigned to Plaintiffs." SCA objects to this Request on the
9 grounds it is overly broad and unduly burdensome. SCA further objects as the Request
10 seeks a legal conclusion.

11 Dated this 26th day of February, 2019.

12 LIPSON NEILSON P.C.

13 */s/ David T. Ochoa*

14 By: _____
15 JOSEPH P. GARIN, ESQ. (BAR NO. 6653)
16 KALEB D. ANDERSON, ESQ. (BAR NO. 7582)
17 DAVID T. OCHOA, ESQ. (BAR NO. 10414)
18 9900 Covington Cross Dr., Suite 120
Las Vegas, NV 89144
Attorneys for Cross-Defendant *SUN CITY ANTHEM*
COMMUNITY ASSOCIATION

OCHOA CONCEALED THE HOA'S RECORDS WITHOUT LISTING CONCEALED ITEMS ON ITS 5/31/18 PRIVILEGES LOG

The NRCPP 26(b)(5) privileges log disclosed on 180531 DISC page 7

**SUN CITY ANTHEM COMMUNITY ASSOCIATION'S PRIVILEGE LOG
(Pursuant to N.R.C.P. 26(b)(5))**

KEY:

- 1 - Attorney-Client Communications
- 2 - Attorney Work Product
- 3 - Personal Information (HIPAA Protected Information, SSN, Private Contact Information, etc.)
- 4 - Proprietary Information
- 5 - Third Party Information not related to case at issue
- 6 - Work Product - prepared in anticipation of litigation or trial
- 7 - Irrelevant, not calculated to lead to the discovery of admissible evidence

BATES NOS.	DATE CREATED	NATURE OF DOCUMENT	PRIVILEGE CLAIMED
SCA000629	January 23, 2012	Certificate of Death	3, 5, 7
SCA000637	January 23, 2012	Certificate of Death	3, 5, 7

Ochoa did not claim privilege, but simply failed to disclose or produce the HOA's official records that had probative value to my case.

("the lawyer's duties to maintain the confidences of a client and advocate vigorously are trumped ultimately by a duty to guard against the corruption that justice will be dispensed on an act of deceit") Also, as CHC points out, **...the way to claim a privilege is by invoking it openly, not by silent concealment.**

Cleveland Hair Clinic, Inc. v. Puig, 200 F.3d 1063, 1067 (7th Cir. 2000)

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November 13, 2018

SUN CITY ANTHEM COMMUNITY ASSOC
 Elyssa.Rammos@scacai.com
 Rebecca.Stephens@scacai.com

Invoice# 95503 KA
 Client# CN4123
 Billing through 10/31/2018

Matter# 00519 SUN CITY ANTHEM CA adv NATIONSTAR MORTGAGE LLC
 NRED 16-849
 (2763 WHITE SAGE DR)
 POLICY #: 0598979496
 CLAIM #: NPA05361
 DEDUCTIBLE: \$50,000.00
 AMOUNT BILLED TO INSURED: 12,772.00
 AMOUNT PAID BY INSURED: \$10,790.00
 DISP-16005932

PROFESSIONAL SERVICES

08/08/2018	RR	ANALYZE FILE DOCUMENTS TO DETERMINE [REDACTED]	0.20hrs	95.00 /hr	19.00
08/08/2018	RR	DRAFT SUN CITY ANTHEM'S FIRST SET OF REQUESTS FOR ADMISSION TO NATIONSTAR MORTGAGE	0.30hrs	95.00 /hr	28.50
					NSM RESP NOT SERVED ON TOBIN
08/08/2018	RR	DRAFT SUN CITY ANTHEM'S FIRST SET OF INTERROGATORIES TO NATIONSTAR MORTGAGE	0.30hrs	95.00 /hr	28.50
08/08/2018	RR	DRAFT SUN CITY ANTHEM'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO NATIONSTAR MORTGAGE	0.30hrs	95.00 /hr	28.50
					NSM RESP NOT SERVED ON TOBIN
09/05/2018	DO	REVIEW ADR CLAIM FROM NONA TOBIN	0.50hrs	175.00 /hr	87.50
09/05/2018	DO	COMMUNICATE WITH FIRST SERVICE RESIDENTIAL AND THIER GENERAL COUNSEL TO [REDACTED]	2.00hrs	175.00 /hr	350.00
09/05/2018	DO	DRAFT EMAIL TO CARRIER REGARDING [REDACTED]	0.10hrs	175.00 /hr	17.50
09/17/2018	DO	REVIEW FILED SCHEDULING ORDER WITH TRIAL DATE, CALENDAR CALL, PRE-TRIAL CONFERENCE	0.20hrs	175.00 /hr	35.00
09/17/2018	DO	DRAFT EMAIL TO CARRIER REGARDING [REDACTED]	0.10hrs	175.00 /hr	17.50
09/17/2018	DO	DRAFT EMAIL TO COMMUNITY REGARDING [REDACTED]	0.10hrs	175.00 /hr	17.50
09/26/2018	DO	REVIEW EMAILS FROM COMMUNITY AND FIRST SERVICE GENERAL COUNSEL REGARDING [REDACTED]	0.20hrs	175.00 /hr	35.00
					FSR DIDN'T [REDACTED] ATTEND MEDIATION BUT WAS NAMED RESPONDENT
09/26/2018	DO	DRAFT EMAILS TO COMMUNITY AND FIRST SERVICE COUNSEL REGARDING [REDACTED]	0.20hrs	175.00 /hr	35.00
10/02/2018	DO	ANALYZE STRATEGY FOR [REDACTED]	4.00hrs	175.00 /hr	700.00

SCA 190809 MAFC 035