

1 **OPPM**
NONA TOBIN, AN INDIVIDUAL
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4 *In propria persona*

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

8 RED ROCK FINANCIAL SERVICES,

Case No.: A-21-828840-C

9 Plaintiff,

Department: XXXI

10 vs.

JURY TRIAL DEMANDED

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

NONA TOBIN'S OPPOSITION TO RED
ROCK FINANCIAL SERVICES'S MOTION
TO DISMISS TOBIN'S COUNTER-CLAIMS
AND MOTION FOR SANCTIONS
PURSUANT TO NRCP 11(b)(1)(2)(3) and/or
(4), NRS 18.010(2), NRS 207.407(1), NRS
42.005

15 Defendants.

HEARING: MAY 18, 2021
9:00 A.M.

16
17 Comes now, Defendant NONA TOBIN, an individual, in proper person, hereby files her
18 OPPOSITION TO RED ROCK FINANCIAL SERVICES'S MOTION TO DISMISS TOBIN'S
19 COUNTER-CLAIMS AND PETITION FOR SANCTIONS. This opposition is based on the
20 memorandum of points and authorities, the pleadings and papers on file in this case and any oral
21 arguments made at the time of the hearing.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Red Rock’s 4/16/21 motion to dismiss Tobin’s 3/8/21 counterclaim is its seventh attempt to
4 evade accountability for its fraudulent conduct of the secret, unauthorized 8/15/14 sale of 2763
5 White Sage and its failure to distribute nearly \$60,000.

6 Red Rock’s motion to dismiss fails as it does not meet the NRCP 12(b)(5) standard.

7 A motion to dismiss must be granted where it appears to a certainty that the plaintiff is entitled to no relief under
8 any set of facts that could be proved in support of a claim. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224,
228 (2008); *Blackjack Bonding v. Las Vegas Mun. Ct.*, 116 Nev.1213,1217 (2000); *Simpson v. Mars Inc.*, 113 Nev.
188, 190 (1997).

9 Red Rock reliance on claims preclusion also fails, as this opposition will show, as there
10 was no full and fair opportunity for Tobin to litigate in previous actions, and that the other
11 elements (same parties and same claims) are not met.

12 Red Rock’s arguments that Tobin’s claims are time-barred and were not pled with
13 sufficient particularity are not supported by the facts or the law.

14 The Court must reject Red Rock’s attempt to prevent the imposition of sanctions as the
15 evidence clearly shows it was culpable of secretly selling without authorization, and failing to
16 distribute the proceeds of at least a dozen Sun City Anthem homes and then falsifying accounts,
17 entering false evidence into the court record to cover it up.

18 Further, as neither Red Rock nor the cross-defendant banks filed a responsive pleading,
19 and have not proffered any evidence to refute Tobin’s claims of fraud, racketeering and
20 conversion, or cited any legal authority to support the notion that they acted lawfully, Tobin’s
21 petition for sanctions should be granted.

1 **II. STATEMENT OF FACTS**

2 1. Without proper authorization, notice and due process, Red Rock secretly sold the
3 subject property, and about a dozen other Sun City Anthem properties, in 2014 and
4 retained the proceeds in an unsupervised, unaudited, unauthorized account outside the
5 control of the Sun City Anthem board of Directors.

6 2. Red Rock, aided and abetted by others, covered up the fraud involved in the
7 foreclosure by producing an unverified, uncorroborated, falsified, incomplete, and
8 inaccurate set of accounts and records called the “Red Rock foreclosure file” and/or by
9 misrepresenting or covering up the true facts six times into various Nevada courts before
10 the instant motion to dismiss per NRCP 12(b)(5):

- 11
- 12 1) on [5/31/18](#) through Sun City Anthem disclosures ([SCA 176-643](#));
 - 13 2) on 2/5/19 though Sun City Anthem’s reliance of the falsified record in its unwarranted and harassing motion for summary judgment;
 - 14 3) on 2/11/19 in response to Tobin’s subpoena ([RRFS 001-425](#)),
 - 4) on 11/13/19 by nonresponsiveness in NRS 38.310 mediation;
 - 5) [6/23/20 Red Rock motion to dismiss](#) per NRCP 12(b)(5) & (6), and
 - 6) 7/1/20 through Sun City Anthem response into Nevada Supreme Court case 79295.

15 3. See “SCA Board secretly sold a dozen houses in 2014” and “SCA Board did not
16 properly authorize any foreclosure conducted by Red Rock” and “Red Rock foreclosure
17 file is false, falsified and fraudulent” and “Deceptive disclosures: 12/5/13 meeting vs. SCA
18 315 & RRFS 148” and “SCA Board did not comply with HOA meeting laws”
19 and Ombudsman’s Notice of Sale records for 17 foreclosures) and “Due process is
20 required before a person’s property can be confiscated”.

21 4. Tobin has suffered approximately \$750,000 in actual damages as a result of
22 opposing parties’ intentional conduct of recording false claims to title, entering false
23
24

1 evidence into the court record, meeting ex parte with Judge Kishner, and knowingly
2 misrepresenting material facts in papers filed with the courts.

3
4 5. Tobin filed a motion for summary judgment vs. Red Rock, Nationstar & Wells
5 Fargo on 4/15/21 as none of the defendants filed a responsive pleading to Tobin's 3/8/21
6 AACC and also on 4/15/21, re-filed a motion to distribute the proceeds.

7 6. Tobin filed a complaint vs. Judge Kishner with the Nevada Commission on
8 Judicial Discipline on 1/28/21 (for ex parte communications and failure to hear and
9 decide in the first proceedings). See [NCJD complaint](#) and links to the exhibits that
10 identify explicitly how there was no full and fair opportunity for Tobin to litigate these
11 claims previously.

12 [ATTACHMENT 1 NV CODE OF JUDICIAL DISCIPLINE EXCERPTS](#)

13 [ATTACHMENT 2 NCJD OUTLINE OF CLAIMS VS. KISHNER](#)

14 [ATTACHMENT 3 1/28/NCJD COMPLAINT VS. KISHNER](#)

15 [ATTACHMENT 4 UNHEARD MSJ VS. JIMJACK](#)

16 [ATTACHMENT 5 UNHEARD MSJ VS. ALL](#)

17 [ATTACHMENT 6 EVIDENCE STRICKEN EX PARTE](#)

18 [ATTACHMENT 7 NOTICE OF TOBIN- HANSEN TRUST COMPLETION OF MEDIATION](#)

19 [ATTACHMENT 8 4/14/19 NONA TOBIN DECL VS. NATIONSTAR](#)

20 [ATTACHMENT 9 3/14/19 COMPLAINT TO THE NV ATTORNEY GENERAL](#)

21 [ATTACHMENT 10 11/10/20 2ND COMPLAINT TO THE NV ATTORNEY GENERAL](#)

22 [ATTACHMENT 11 EX PARTE MINUTES](#)

23 [ATTACHMENT 12 EX PARTE TRANSCRIPT](#)

24 [ATTACHMENT 13 RECORDED FRAUD BY NATIONSTAR](#)

[ATTACHMENT 14 EX PARTE 001-005 KISHNER](#)

[ATTACHMENT 15 OBSTRUCTION OF FORCED LITIGATION](#)

[ATTACHMENT 16 EX PARTE STRICKEN NOT HEARD](#)

19 7. Tobin filed a recommendation to the Commission to hold filing formal public
20 charges against Judge Kishner pending a determination in this case as the possibility
21 that Judge Kishner was merely duped by the misrepresentations of opposing counsels or
22 whether she was complicit. and 3/10/21 [Recommendation to NCJD to postpone formal](#)
23 [charges](#)

1 8. On [3/22/21 TPC](#), Tobin filed, but has not served, a third-party complaint against
2 six of the attorneys who aided and abetted the criminal conduct of their clients.

3 9. Tobin’s Request for judicial notice filed on [3/15/21 RFJN](#) identifies the fraudulent
4 recorded documents on the property record. The alleged fraud identified in the property
5 record was in Exhibit 1 to Tobin’s 3/8/21 AACC.

6
7 10. Tobin’s Request for Judicial Notice filed on [4/4/21 RFJN](#) identifies the false
8 evidence Red Rock produced in response to subpoena and other opposing parties
9 produced or disclosed in discovery. The false evidence was delineated in the exhibits that
10 are summarized herein below.

11 11. The Request for Judicial Notice filed on [4/7/21 RFJN](#) identifies the myriad laws,
12 regulations and contract terms that were breached by Red Rock and other opposing
13 parties in relation to the unlawful foreclosure sale and the subsequent fraudulent claims
14 recorded and filed adverse to Tobin. These laws and regulations are listed and linked
15 below in AACC summarized Exhibits 18 and 19.

16
17 12. The Request for judicial notice filed on [4/9/21 RFJN](#) provides links to Tobin’s
18 multiple unheard administrative complaints and civil claims. See Exhibit 20 below.

19 **III. LEGAL STANDARD AND ARGUMENT**

20 **A. Red Rock did not meet its burden of proof pursuant to NRCP 12(b)(5)**

21 Pursuant to NRCP 12(b)(5), a motion to dismiss should be granted upon “failure to state a claim upon which relief
22 can be granted.” A motion brought under NRCP 12(b)(5) tests the legal sufficiency of the claim as alleged by the
23 moving party **A motion to dismiss must be granted where it appears to a certainty that the plaintiff is entitled
24 to no relief under any set of facts that could be proved in support of a claim.** Buzz Stew, LLC v. City of N. Las
Vegas, 124 Nev. 224, 228 (2008); Blackjack Bonding v. Las Vegas Mun. Ct., 116 Nev. 1213,1217 (2000); Simpson
v. Mars Inc., 113 Nev. 188, 190 (1997). Dismissal is proper “where the allegations are insufficient to establish the
elements of a claim for relief.” Stockmeier v. Nevada Dept. of Corrections Psychol. Rev. Panel, 183 P.3d 133, 135
(Nev. 2008). (emphasis added).

1 13. Red Rock did not meet its burden of proof that Tobin’s five causes of action
2 (distribute interpleaded funds to sole claimant Tobin; conversion/unjust enrichment;
3 fraud; pierce the corporate veil; and racketeering) met the elements of claims preclusion.

4 *Estate of Adams ex rel. Estate v. Fallini*, 386 P.3d 621, 624 (Nev. 2016) (“issue preclusion requires, *inter alia* , that
5 “the issue decided in the prior litigation must be identical to the issue presented in the current action.” *Five Star
Capital Corp. v. Ruby* , [124 Nev. 1048, 1055](#), [194 P.3d 709, 713](#) (2008) (internal quotation marks omitted).”)

6 **B. Public policy favors adjudication on the merits.**

7 *McKinney v. Martinez*, No. 60017, at *3 (Nev. Jan. 29, 2014) (“But, we also recognize that dismissal “is a harsh
8 remedy to be utilized only in extreme situations” and should be “weighed against the policy of law favoring the
disposition of cases on their merits.” *Id.* at 393, [528 P.2d at 1021](#). ”)

9 *Marion v. Talecris Res. Plasma Ctr.*, No. 63018, at *3 (Nev. Feb. 27, 2015) (“NRCPC 15(a)
10 (“[L]eave [to amend] shall be freely given when justice so requires.”); *Moore v. Cherry*, [90 Nev.
390, 393](#), [528 P.2d 1018, 1021](#) (1974) (“[D]ismissal with prejudice is a harsh remedy to be
utilized only in extreme situations .”)

11
12 **C. There was no valid judgment in the prior proceedings as the judgment in the
13 first proceedings was based upon a fraud upon the court**

14 (“[W]hen a judgment is shown to have been procured by fraud upon the court, no worthwhile interest is served in
15 protecting the judgment.” *Id.* at 653, [218 P.3d at 858](#) (internal quotation marks omitted). We have defined a “fraud
upon the court” as “only that species of fraud which does, or attempts to, subvert the integrity of the court itself, *or*
is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its
16 impartial task of adjudging cases....” *Id.* at 654, [218 P.3d at 858](#) (emphasis added) (internal quotation marks
omitted). “An attorney is an officer of the court”; as such, an attorney “owes a duty of loyalty to the court ..., [which]
17 demands integrity and honest dealing with the court.” *Id.* at 654–55, [218 P.3d at 858-59](#) (internal quotation marks
omitted). “And when [an attorney] departs from that standard in the conduct of a case[,] he perpetrates fraud upon
the court.” *Id.* at 655, [218 P.3d at 859](#) (internal quotation marks omitted). Even then, relief from a judgment based
18 on fraud upon the court is rare and normally “available only to prevent a grave miscarriage of justice.” *United States
v. Beggerly* , [524 U.S. 38, 47](#), [118 S.Ct. 1862](#), [141 L.Ed.2d 32](#) (1998) ; *see also Bonnell v. Lawrence* , [128 Nev.
394, 400](#), [282 P.3d 712, 715](#) (2012).”)

19
20 *Thomas v. City of North Las Vegas*, 122 Nev. 82, 96 (Nev. 2006) (“Zealous advocacy is the
cornerstone of good lawyering and the bedrock of a just legal system. However, zeal cannot give
21 way to unprofessionalism, noncompliance with court rules, or, most importantly, to violations of
the ethical duties of candor to the courts and to opposing counsel.”)

1 14. Nevada law prohibits a court from granting quiet title without an evidentiary
2 hearing (NRS 40.110). In five years of litigation, no Nevada Court has based any of its
3 decisions in this case on an evidentiary hearing, including the quiet title decision.

4 "We first hold that each party in a quiet title action has the burden of demonstrating superior title in himself or
5 herself." *Res. Grp., LLC v. Nev. Ass'n Servs., Inc.* 135 Nev., Adv. Opinion 8
6 While the "burden of proof [in a quiet title action] rests with the plaintiff to prove good title in himself," *Breliant v.*
7 *Preferred Equities Corp.*, 112 Nev. 663, 669, 918 P.2d 314, 318 (1996), abrogated on other grounds by *Delgado v.*
8 *Am. Family Ins. Grp.*, 125 Nev. 564, 570, 217 P.3d 563, 567 (2009), "a plaintiff's right to relief [ultimately] . . .
9 depends on superiority of title," *W. Sunset 2050 Tr. v. Nationstar Mortg., LLC*, 134 Nev., Adv. Op. 47, 420 P.3d
10 1032, 1034 (2018) (internal quotation marks omitted).

11 And because "[a] plea to quiet title does not require any particular elements, . . . each party must plead and prove his
12 or her own claim to the property in question." *Chapman v. Deutsche Bank Nat'l Tr. Co.*, 129 Nev. 314, 318, 302
13 P.3d 1103, 1106 (2013) (internal quotation marks omitted)."

14 15. All courts in prior and appellate proceeding have made erroneous decisions by
15 relying on argument solely based on Red Rock's falsified file and having no evidentiary
16 hearings. See 4/12/21 Order of Affirmance in case 79295.

17 16. The court order, entered on 4/18/19, that granted Sun City Anthem's motion for
18 summary judgment as to the quiet title claim of the Hansen Trust and Nationstar's
19 2/12/19 joinder thereto, was solely based on a fraud on the court.

20 *Estate of Adams ex rel. Estate v. Fallini*, 386 P.3d 621, 625 (Nev. 2016) "An attorney is an officer of the court"; as
21 such, an attorney "owes a duty of loyalty to the court ..., [which] demands integrity and honest dealing with the
22 court." *Id.* at 654–55, [218 P.3d at 858-59](#) (internal quotation marks omitted). "And when [an attorney] departs from
23 that standard in the conduct of a case[,] he perpetrates fraud upon the court." *Id.* at 655, [218 P.3d at 859](#) (internal
24 quotation marks omitted). Even then, relief from a judgment based on fraud upon the court is rare and normally
"available only to prevent a grave miscarriage of justice." *United States v. Beggerly*, [524 U.S. 38, 47, 118 S.Ct.](#)
[1862, 141 L.Ed.2d 32](#) (1998) ; see also *Bonnell v. Lawrence*, [128 Nev. 394, 400, 282 P.3d 712, 715](#) (2012)."

17. Tobin's 4/24/19 motion to vacate the 4/18/19 order pursuant to NRCP 60 (b)(3)
and the attached motion for summary judgment against all parties were never heard or
ruled on by Judge Kishner. See [Exhibit 1](#) for 4/24/19 MVAC and MSJ.

18. Tobin's [7/29/19 Tobin motion to dismiss](#) per NRS 38.310(2) in **Exhibit 2** was
never heard or ruled on by Judge Kishner.

1 19. Tobin's 7/22/19 motion for a new trial pursuant to NRCP 52(b) and NRCP
2 59(a)(1)(B)(C)(F) was never heard or ruled on by Judge Kishner. See [Exhibit 3](#).

3 *Estate of Adams ex rel. Estate v. Fallini*, 386 P.3d 621, 625-26 (Nev. 2016) ("counsel violates his duty of candor to
4 the court when counsel: (1) proffers a material fact that he knew or should have known to be false, *see*
5 *generally Sierra Glass & Mirror v. Viking Indus., Inc.*, [107 Nev. 119, 125-26, 808 P.2d 512, 516](#) (1991)
6 (providing that counsel committed fraud upon the court "in violation of SCR 172(1)(a) and (d)" when he proffered
evidence and omitted pertinent portions of a document to "buttress" his client's argument, and that he "knew or
should have known" that the omitted portion was harmful to his client's position); *cf. Seleme v. JP Morgan Chase*
Bank, [982 N.E.2d 299, 310-11](#) (Ind. Ct. App. 2012) (providing that under [FRCP 60\(b\)\(3\)](#),")

7 **D. All courts in prior and appellate proceeding have made erroneous decisions by**
8 **relying on argument solely based on Red Rock's falsified file and having no**
9 **evidentiary hearings.**

10 20. There is no evidence in the record that refutes the evidence Tobin provided to the
11 court in the four requests for judicial notice and the 22 exhibits to the 3/8/21 counter-
12 claim and cross-claim and the 3/22/21 third-party claim

13
14 21. Red Rock, Nationstar and Wells Fargo did not timely file a responsive pleading to
15 Tobin's 3/8/21 answer, affirmative defenses and counter-claim (AACC) to refute her
16 claims.

17 22. Red Rock's introduction of 1000+ pages of exhibits and Tobin's four requests for
18 judicial notice and 22 exhibits to her AACC convert Red Rock's motion to dismiss into
19 an unsupported motion for summary judgment pursuant to NRCP 12 (d). None of Red
20 Rock's exhibits to its motions to dismiss, and none of its previous responses to subpoena
21 include any verified evidence to refute Tobin's claims.

22
23 23. Red Rock and Sun City Anthem entered no verified, unrefuted evidence in the
24 court record to support their claims that the sale complied with all due process and notice

1 requirements mandated by the U.S. and Nevada Constitutions, Nevada statutes and the
2 HOA governing documents. 4/9/21 RFJN

3
4 **E. Red Rock did not refute any of the factual allegations in AACC pages 22-23**
5 **quoted here below:**

6 Plaintiff RRFS knows that all the liens recorded related to named Defendants other than Nona Tobin, i.e., Republic
7 Services, Wells Fargo, and Nationstar have been released on 3/30/17, 8/17/04, 3/12/15, and 6/3/19, respectively.
8 See **Exhibit 1**.

9 The HOA sale was void as payments and tenders after 7/1/12 were rejected, misappropriated, misrepresented and/or
10 concealed. Default did not occur as described in the 3/12/13 Notice of default or as recited in the 8/22/14 foreclosure
11 deed. See **Exhibit 2**.

12 The Default was cured three times, but RRFS kept pursuing the predatory path to unwarranted, unjustly profitable
13 foreclosure. See **Exhibit 3**.

14 There was no valid authorization of the sale, but RRFS disclosed deceptive and falsified documents to create the
15 misrepresentation of reality. See **Exhibit 4**.

16 Required notices were not provided, but RRFS falsified records to cover it up. See **Exhibit 5**.

17 SCA Board imposed the ultimate sanction against the estate of the deceased homeowner, but RRFS and SCA
18 attorneys concealed and misrepresented material facts and the law to cover it up. See **Exhibit 6**.

19 Bank of America never was the beneficiary of the Hansen deed of trust, but committed mortgage servicing fraud,
20 refused to let two fair market value sales close escrow, refused to take the title on a deed in lieu, took possession
21 without foreclosing, and used attorney Rock K. Jung to covertly tender delinquent assessments to circumvent the
22 owner's rights under the PUD Rider remedies (f) to confiscate her property without foreclosing. See **Exhibit 7**.

23 Many examples of RRFS's corrupt business practices exist of keeping fraudulent books, scrubbing page numbers
24 from ledgers, combined unrelated documents to rewrite history, scrubbing dates from emails, not documenting
Board actions, and much more. See **Exhibit 8**.

All opposing counsels in all the litigation over the title to this one property made misrepresentations in their court
filings and made oral misstatements of materials facts and law at hearings. See **Exhibit 9**.

The proceeds of the sale were not distributed in 2014 and RRFS's complaint for interpleader in 2021 was filed in
bad faith. See **Exhibit 10**.

RRFS concealed the 4/27/12 debt collection contract that requires RRFS to indemnify the HOA and has been
unjustly enriched thereby well over \$100,000 in fees and considerably more in undistributed proceeds. RRFS did
not participate in NRS 38.310 mediation in good faith. See **Exhibit 11**.

In case A-19-799890-C, Brody Wight knowingly filed a motion to dismiss Nona Tobin's claims pursuant to NRCPC
(b)(5) and NRCPC (b)(6) that was totally unwarranted, harassing, disruptive of the administration of justice, not
supported by facts or law, and filed solely for the improper purpose of preventing discovery of the crimes of his law
firm and its clients. See **Exhibit 12**.

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

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

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

22 **F. Fraud, racketeering and conversion were pleaded with particularity.**

23 *The voluminous 22 exhibits to the 3/8/21 AACC were reformatted and summarized in the*
24 *remaining pages of this opposition for the Court's convenience of quick review.*

Exhibit 1: APN 191-13-811-052 Clark Co. Property Record & allegations of fraud vs. all opponents

Record date	Document type description
2/12/21	202102120001549 DEED of trust 12/28/20 quicken LLC \$355,320 loan 2 Chiesi
2/5/21	202102050000420 Substitution/reconveyance of quicken INC 12/27/19 \$353,500 loan to switch 2 12/28/20 \$355,320 dot quicken LLC 2 Chiesi
12/4/20	202012040001097 Order to expunge 8/8/19 LISP, 8/14/19 LISP & 8/14/19 LISP Tobin LIS pendens and to dismiss Tobin's claims with prejudice recorded by quicken attorney maurice wood while appeals 82094 , 82234 , 82294 and 79295 are pending.
2/6/20	202002060000199 reconveyance of Joel Stokes's \$355,000 5/23/19 dot that masqueraded as Nationstar-Jimijack deal. 5/21/19 transcript Nationstar-Jimijack settlement docs status check. T Dixon v-p 1 st American Title executed reconveyance 2/5/20, > 1 month after quicken recorded 12/27/19 \$353,500 loan 2 Chiesi and Driggs title allegedly insured the Chiesi title.
2/6/20	Substitution of trustee on Joel Stokes 5/23/19 \$355,000 dot. 2/4/20 Tyson Christensen, v-p of fay servicing as if Morgan Stanley's attorney in fact. No recorded power of attorney.
12/27/19	201912270001346 DEED of trust 12/26/19 \$353,500 quicken loans INC 2 Brian & Debora Chiesi
12/27/19	201912270001345 DEED grant, sale bargain (not quit claim) Joel Stokes, an individual, alleged he had a valid title to transfer to Brian & Debora Chiesi. Joel Stokes didn't have a valid title. Jimijack had no valid title to transfer to Joel Stokes on 5/1/19. Driggs title agency, INC. 7900 w sahara #100 lv 89117-7920. Escrow #19-11-120779jh DECLARATION of value
12/27/19	201912270001344 DEED Sandra 2 Joel Stokes, as spouses, not as Jimijack trustees. Joel and Sandra Stokes as trustees of Jimijack transferred Jimijack's defective title to Joel Stokes, as an individual, on 5/1/19, 201912270001344 RPTT exemption 5
12/3/19	201912030003152 On 12/3/19 Hong recorded notice of 11/22/19 a-15-720032-c order that erroneously expunged Tobin 8/8/14 LIS pendens re a-19-799890-c 8/7/19 complaint and 7/23/19 appeal and 7/24/19 appeal into 79295 8/8/19 sca motion to strike Tobin's pro se 8/7/19 nolp was granted on 9/3/19 rtran , but sua sponte 11/22/19 order was wrongly written to both expunge 8/8/19 LISP (outside judge kishner's jurisdiction) and to strike 8/7/19 nolp from the a-15-720032-c court record 11/22/19 order, recorded 12/3/19, was unappealable per order 20-13346 wherein the nv supreme court claimed 11/22/19 order was outside its jurisdiction. 9/10/19 nv supreme court order 19-37846 denied Nona Tobin all rights to appeal any decision made by judge kishner.
8/14/19	201908140003084 LIS pendens Tobin recorded 39 pages with a-19-799890-c complaint attached. On 8/13/19 Tobin filed nolp into a-19-799890-c
8/14/19	201908140003083 LIS pendens related to Tobin/Hansen trust appeals 79295 7 pages plus receipt for recording both 8/14/19 LIS pendens
8/8/19	201908080002097 LIS pendens (7 pages) related to 7/23/19 Hansen trust appeal & 7/24/19 appeals & 8/7/19 a-19-799890-c
7/24/19	201907240003355 Judgment Hong recorded 6/24/19 order vs GBH trust on 7/24/19 after he received notice of two appeals filed on 7/23/19 and 7/24/19. 6/24/19 order expunged 56/19 LIS pendens which related to the claims of both Nona Tobin, an individual, and the Hansen trust , but Nona Tobin, an individual, was excluded from the trial and

1		removed as a party unfairly due to the misrepresentations Joseph Hong made to Judge Kishner at a 4/23/19 hearing held ex parte due to Hong serving notice that the hearing was continued to 5/7/19.
2	7/17/19	201907170002971 Assignment Stokes 5/23/19 dot 2 Morgan Stanley No proper purpose, but served to cloud the title and attempted to cover the dirty money trail.
3	7/10/19	201907100002352 Akerman recorded (cover sheet) release of Nationstar's 1/13/16 LISP re NSM vs op homes (ROLP page 2). Akerman did not serve any notice of the release into a-16-730078-c where my 4/24/19 motion to vacate the HOA's MSJ and NSM's joinder (per NRCP 60(b)(3) fraud) and motion for summary judgment vs all parties was still unheard.
4	6/4/19	201906040000772 Assignment of Joel Stokes DEED of trust had no proper purpose, but served to cloud the title and attempted to cover the dirty money trail.
5	6/3/19	201906030001599 substitution/ reconveyance release of LIEN of Hansen DEED of trust to Joel Stokes
6	5/28/19	201905280002843 LIS pendens release of Nationstar's LIS pendens by Joel & Sandra Stokes as trustees of Jimijack
7	5/23/19	201905230003531 DEED of trust Joel Stokes-\$355,000 DEED of trust from civic financial services
8	5/6/19	201905060001022 LIS pendens Hansen trust/Tobin
9	5/1/19	201905010003348 DEED Joel a. Stokes & Sandra f. Stokes, as trustees of Jimijack irrevocable trust to Joel a. Stokes, individual. The Joel Stokes' DEED was recorded five weeks before the 6/5/19 trial. The 6/6/19 trial allegedly adjudicated GBHt trustee Nona Tobin's 2/1/17 counterclaim vs Jimijack for quiet title & equitable relief, fraudulent reconveyance (Jimijack's DEED was inadmissible per NRS 111.345), unjust enrichment (collecting rent from 9/25/14, not 6/9/15 as Jimijack DEED claimed, after a fraudulent sale), civil conspiracy (bid suppression, selective notice of sale to speculators) and preliminary/permanent injunctions (prevent sale or transfer during pendency of proceedings). The 6/6/19 trial also allegedly adjudicated 2/1/17 cross claim vs. Yuen k. Lee dba f. Bondurant LLC. Jimijack did not have an admissible DEED. No Jimijack irrevocable trust instrument was ever disclosed so there is no reason to believe there was any legal authority for trustees to revoke a title from an irrevocable trust and put it in the name of Joel a. Stokes, one of the trustees.
10	3/8/19	201903080002790 Assignment Wells Fargo 2 Nationstar by Nationstar Mohamed Hameed executed as v-p of Wells Fargo On 3/12/19, two weeks after the end of discovery, Akerman disclosed the rescission as NSM 409-411.
11	3/8/19	201903080002789 3/8/19 NSM rescinded the 12/1/14 assignment of the Hansen DEED of trust from Bank of American 2 NSM by NSM. Mohamed Hameed executed it as v-p of Bank of American. No recorded power of attorney On 3/12/19, two weeks after the end of discovery, Akerman disclosed rescission as NSM 412- 413
12	3/31/17	201703310003073 Interest disclaimer lee/f Bondurant filed 3/8/17 NSM 222-227
13	3/31/17	201703310003072 Interest disclaimer Lucas/ophomes filed 3/8/17 NSM 218-211
14	3/31/17	201703310003071 Interest disclaimer Steve Hansen filed 3/28/17 NSM 212-217
15	3/30/17	201703300003860 Republic services released its 2 nd garbage LIEN concealed by RRFs & NSM
16	3/30/17	201703300003859 Republic services released its 1st garbage LIEN recorded 9/23/13
17	3/28/17	201703280001452 DEED Gordon B. Hansen trust 2 Nona Tobin, individual, NSM 208-211
18	6/7/16	201606070001450 LIS pendens re NSM 6/2/16 AACC vs Jimijack NSM 203-207
19	5/23/16	201605230001417 Request notice by Tobin 4 Hansen trust not disclosed by NSM
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5/23/16	201605230001416 Certificate of Incumbency Nona Tobin 4 Hansen trust
1/13/16	201601130001051 LIS pendens re 1/11/16 complaint Nationstar vs opportunity homes
12/1/15	<p>201512010003402 Judgment of default vs Bank of American 10/23/15 JDDF. No notice of entry of the default judgment was served. Instead, Joseph Hong recorded the 10/23/15 unnoticed default judgment. Joseph Hong who knew, or should have known, that NRS 40.110 “Court to hear case; must not enter judgment by default” <i>“the court shall proceed to hear the case as in other cases and shall have jurisdiction to examine into and determine the legality of plaintiff’s title and of the title and claim of all the defendants and of all unknown persons, and to that end must not enter any judgment by default, but must in all cases require evidence of plaintiff’s title and possession and receive such legal evidence as may be offered respecting the claims and title of any of the defendants and must thereafter direct judgment to be entered in accordance with the evidence and the law.”</i> Joseph Hong knew that had the court held an evidentiary hearing, it would have been detected that Joel & Sandra Stokes as trustees of Jimijack Irrevocable Trust did not have an admissible DEED per NRS 111.345 and therefore had no standing to assert a quiet title claim against any lender. Joseph Hong knew that had the court held an evidentiary hearing, it would have been detected that two other lenders, Wells Fargo (9/9/14) and Nationstar (12/1/14), held recorded claims to be the beneficiaries of the 7/22/04 Hansen DEED of trust as Bank of America’s sole successor-in-interest. Joseph Hong knew that had the court held an evidentiary hearing, it would have been detected that Bank of America did not hold any recorded claim to the Hansen DEED of trust after 9/9/14 and that Hong’s naming BANA as a defendant was for the corrupt purpose of getting a default by a lender who had no claim. Nationstar NSM 192-194, but NSM denied knowing in 1/22/15 req notice, 4/12/15 AFFD, 4/12/16 mot</p>
8/17/15	<p>201508170001056 Substitution of trustee Joan H. Anderson to NSM co-conspirator American Trustee Servicing Solutions by Nationstar, claiming without legal authority to be “attorney-in-fact” for Wells Fargo. No recorded Power of Attorney. Nationstar disclosed as NSM 270-272 is an unrecorded, inapplicable Wells Fargo Power of Attorney. Contradicted by NSM 6/3/19 sub/reconvey.</p>
6/9/15	<p>201506090001545 DEED F. Bondurant LLC to Joel and Sandra Stokes as trustees of Jimijack Irrevocable Trust Inadmissible per NRS 111.345. 1/17/17 Tobin DECL re notary violations and exhibits re notary CluAynne M. Corwin’s involvement with several other questionable subsequent transfers of HOA foreclosures involving Joseph Hong, Joel Stokes, Pam at Linear Title, and Peter Mortenson No legal capacity to transfer title to Jimijack as notary CluAynne M. Corwin “witnessed” Yuen K. Lee’s signature but used her notary stamp to affirm that Thomas Lucas, manager of Opportunity Homes No notary record that CluAynne M. Corwin witnessed any deed executed on 6/8/15. No purchase agreement was disclosed to show how, when, from whom or for how much Joel and Sandra Stokes acquired the property. NRS 240.120, NRS 240.155, NRS 240.075 violations. Incompetent acknowledgment per NRS 111.125. Jimijack had no DEED with legal capacity to hold or transfer title, but transferred to Joel Stokes, an individual on 5/1/19. Jimijack’s defective deed was disclosed as NSM 189-191. Nationstar knew that the two deeds recorded on 6/9/15 alleged title claims that replaced Opportunity Homes LLC as an interested party. For unknown reasons, Nationstar chose not to name either F. Bondurant LLC or Jimijack, who both had recorded deeds on 6/9/15, when Nationstar sued disinterested Opportunity Homes in its 1/11/16 complaint in A-16-730078-C.</p>

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	<p>Nationstar voluntarily dismissed its 1/11/16 claims against Opportunity Homes and its non-existent claims vs. F. Bondurant LLC by a stipulation and order entered on 2/20/19. Neither evidence nor trial were required to prevail.</p> <p>Nationstar never produced any evidence to support its filed claims against Jimijack and was excused from the 6/6/19 trial at the 4/25/19 pre-trial conference after Nationstar withdrew its 3/21/19 motion for summary judgment vs. Jimijack.</p> <p>Nationstar's claims against Jimijack were dismissed by stipulation and order entered on 5/31/19. Again, neither evidence nor trial were required to prevail.</p>
6/9/15	<p>201506090001537 DEED, from Opportunity Homes to F. Bondurant LLC, a sham entity controlled by Joseph Hong, was executed on 6/4/19, and witnessed by Joseph Hong's employee, Debra Batsel. Batesel witnessed at the same time Thomas Lucas and some unknown party execute a purchase agreement to transfer title from Opportunity Homes.</p> <p>Joseph Hong did not participate in discovery and entered no evidence into the record at any time from 6/16/15. To the present to support any of his clients' claims, but still won quiet title at the 6/6/19 trial from which all documentary evidence was excluded due to Hong's misconduct.</p>
3/12/15	<p>201503120002285 Substitution/ reconveyance Wells Fargo 2nd open-ended deed of trust</p>
2/23/15	<p>201502230000608 RPTT refund 2 Thomas Lucas</p>
1/22/15	<p>201501220001850 request notice Nationstar</p>
12/1/14	<p>201412010000518 Nationstar's assignment of the 7/22/04 Hansen deed of trust from Bank of America to Nationstar, was recorded three months after BANA had no interest to assign on 12/1/14. Nationstar refused to respond in good faith to Tobin's interrogatories and requests for documents 12/1/14 was executed by Nationstar's robo-signer in Nebraska and was rescinded by Nationstar's robo-signer in Texas on 2/25/19, and recorded on 3/8/19. Nationstar disclosed the rescission two weeks after the end of discovery on 3/12/19.</p> <p>Because the sale was void by reasons of fraud, unfairness and oppression, neither the 8/27/08 Hansen Trust's Deed nor the 7/22/04 Hansen Deed of Trust should have been extinguished by the fraudulent HOA sale.</p> <p>However, 4/18/19 order granted Nationstar's fraudulent 2/12/19 limited joinder to order that the HOA sale was valid to extinguish the owner's title rights, but it was not valid to extinguish Nationstar's rescinded 12/1/14 claim to be Bank of America's successor in interest.</p>
9/9/14	<p>201409090000974 On 9/9/14, Bank of American recorded that it had assigned its interest in the Hansen deed of trust, if any, to Wells Fargo, effective 8/21/14, the day before the foreclosure deed was recorded.</p>
8/22/14	<p>201408220002548 DEED HOA foreclosure 2 opportunity homes</p>
5/6/14	<p>201405060004357 LIEN 2nd garbage was recorded on 5/6/14 and released on 3/30/17</p>
2/12/14	<p>201402120001527 notice of 3/7/14 HOA sale</p>
9/23/13	<p>201309230001369 LIEN 1st garbage</p>
4/8/13	<p>201304080001087 default 2nd HOA notice of default,</p>
4/3/13	<p>201304030001569 notice of rescission of HOA 1st notice of default</p>
3/12/13	<p>201303120000847 default HOA 1st notice of default</p>
12/14/12	<p>201212140001338 LIEN \$ 925.76 when \$300 was due & owing</p>
4/12/12	<p>201204120001883 assignment mers 2 Bank of American by Bank of American</p>
8/27/08	<p>200808270003627 DEED Gordon Hansen B. Hansen Trust, dated 8/22/08, was recorded when the GBH Trust was created.</p>

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	<p>Title was extinguished by the 8/22/14 recording of a foreclosure deed as was the 7/22/04 Hansen deed of trust.</p> <p>Neither the 8/27/08 Hansen Trust's Deed nor the 7/22/04 Hansen Deed of Trust should have been extinguished by the fraudulent HOA sale.</p> <p>The 4/18/19 order granted Nationstar's fraudulent 2/12/19 limited joinder to order that the HOA sale was valid to extinguish the owner's title rights, but it was not valid to extinguish Nationstar's rescinded 12/1/14 claim to be Bank of America's successor in interest.</p>
5/10/07	200705100001127 DEED of trust 2 nd open ended DEED of trust by Wells Fargo 2 Gordon Hansen, recorded on 5/10/07, was released on 3/30/17
9/1/04	200409010007297 Declaration of Homestead by Gordon B. Hansen, an unmarried man
8/31/04	200408310007563 Sub trustee/reconveyance of paid in full 7/31/03 DEED of trust_Gordon & Marilyn Hansen_\$310,600 1st dot assigned 2 Washington Mutual by City First Mortgage 7/31/03 lien was released on 8/31//04.
8/17/04	200408170002284 Reconveyance of 11/20/03 Wells Fargo \$55,000 2nd DOT To Hansen . The 11/20/03 lien was released on 8/17/04
7/22/04	<p>DEED OF TRUST is the disputed Hansen DOT.</p> <p>200407220003507</p> <p>Nationstar disclosed the Hansen deed of trust and the Planned Unit Development Rider as NSM 141-162</p> <p>\$436,000 loaned on 7/15/04</p> <p>Due in full on 8/1/2034</p> <p>Borrower: Gordon B. Hansen, an unmarried man</p> <p>Lender: Western Thrift & loan</p> <p>Trustee: Joan H. Anderson</p> <p>PUD rider remedies f. that lenders are contractually authorized <u>only</u> to add delinquent HOA assessments to the outstanding loan balance and add interest at the note rate (here 6.25%).</p> <p>Lenders are prohibited from using the tender of delinquent assessments, rejected or not, as a de facto foreclosure without due process.</p> <p>Nationstar disclosed the PUD Rider Remedies section was disclosed as NSM 160 so ignorance cannot be an excuse.</p> <p>Nationstar disclosed that it does not hold the original note by disclosing a copy as NSM 158-160.</p> <p>NSM's copy of the note shows Nationstar, Wells Fargo and bank of Amercia are not in the chain of title of endorsements.</p>
7/22/04	<p>All recorded assignments of the Hansen DEED of trust that culminated in Nationstar reconveying the Hansen DEED of trust to Joel stoke, an individual, on 6/3/19, were false claims to title in the meaning of NRS 205.395.</p> <p>National banking associations' corrupt business practices were revealed in 12/7/20 national settlement agreement and consent order, its 8/17/18 settlement and release, the 2012 National Mortgage Settlement and consent judgment for Bank of America, the 2012 National Mortgage Settlement and consent judgment for Wells Fargo.</p> <p>Violations of NRS 205.395, NRS 207.360, and other statutes in this particular case are documented in 11/10/20 complaint to the Nevada Attorney General (See TOC of AG exhibits), 12/16/20 complaint to the Mortgage Servicing Division (See TOC 12/16/20 complaint), NCJD 2021-026,</p>
6/11/04	200406110005547 DEED transfer from Marilyn to Gordon Hansen in divorce
11/20/03	200311200004030 DEED of trust \$55,000 Wells Fargo 2 nd deed of trust to Gordon & Marilyn Hansen
9/10/03	200309100000588 DEED of trust assign 7/31/03 dot city first mortgage 2 washington mutual
7/31/03	200307310004444 DEED of trust_Gordon & marilyn Hansen_\$310,600 1st dot from city first mortgage

1		200307310004443 power of attorney Marilyn 2 Gordon Hansen for purchase documents “ <i>limited to executing loan documents for purchase of home located at 2763 white sage...power of attorney is null & void after execution.</i> ”
2		Marilyn 2 Gordon Hansen Power of Attorney is the only recorded power of attorney in this property record from 2003 to the present.
3		Nationstar did not record Power of Attorneys for the claims NSM recorded as “attorney-in-fact” on 12/1/14 (Bank of American), 8/17/15 (Wells Fargo), 3/8/19 (Bank of American), 3/8/19 (Wells Fargo) or 6/3/19 (American trustee servicing solutions)
4	7/31/03	
5	7/31/03	200307310004442 DEED Del Webb 2 Marilyn & Gordon Hansen
6	7/31/03	200307310004441Del Webb Notice of Completion

Exhibit 2 – the sale was void for rejection of assessments.

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

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

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

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

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

Exhibit 3 The alleged default was cured three times, but for Red Rock’s covert and unlawful rejections.

The Default was cured three times, but RRFS kept pursuing the predatory path to unwarranted, unjustly profitable foreclosure. See Exhibit 3.

First cure of the default was on 10/18/12 when RRFS applied \$300 check 143 to pay the \$275 quarterly assessments due for the 7/1/12 to 9/30/12.

Figure below found in RRFS 402 and SCA 618 both show assessments were paid until 9/30/12.

The default was cured a second time in 2013, but for RRFS’ misconduct.

RRFS fraudulently, covertly rejected the \$825 Miles Bauer check, dated 5/8/13, intended to pay the \$825 then delinquent for the quarters from 10/1/12 to 6/30/13.

RRFS concealed the rejection from all interested parties, including the owner and the HOA Board.

RRFS conspired with others to conceal this \$825 tender as all conspirators knew that the PUD Rider Remedies Section F., disclosed as NSM 160, that lenders are contractually authorized only to add delinquent HOA assessments to the outstanding loan balance and add interest at the note rate (here 6.25%). Lenders are prohibited from using the tender of delinquent assessments, rejected or not, as a de facto foreclosure without due process.

The default was cured a third time by the 5/28/14 \$1,110 offer of one year assessments, \$275 over the super-priority.

RRFS fraudulently covertly rejected the offer, made to close escrow on the 5/25/14 auction.com sale, was disclosed as SCA 302 and RRFS 119. Nationstar conspired with RRFS do worse this time, because it allowed Nationstar to steal the house from Nona Tobin.

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

Exhibit 4 SCA Board did not authorize the sale by valid corporate action

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

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

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

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

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

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

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

1 **Exhibit 5 Required notices were not provided, but records were falsified**

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

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

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

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

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

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

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

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

10 **Exhibit 6 SCA Board imposed ultimate sanction with NO due process**

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

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

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

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

16 **Exhibit 7 Neither BANA nor NSM ever owned the disputed deed of trust**

17 Bank of America never was the beneficiary of the Hansen deed of trust, but committed mortgage servicing fraud,

refused to let two fair market value sales close escrow,

18 refused to take the title on a deed in lieu, took possession without foreclosing, and

used attorney Rock K. Jung to covertly tender delinquent assessments of \$825 when \$825 was due immediately before escrow was given instructions to pay \$3,055.47 to the HOA to close the Mazzeo \$395,000 sale,

19 attempted to circumvent the owner's rights under the PUD Rider remedies (f) to confiscate her property without foreclosing. is no notary record of BANA's 4/12/12 recorded claim to own the DOT. See 2/5/19 CA SOS notary complaint.

20 BANA admitted on 10/30/12 that it was the servicing bank and claimed that Wells Fargo was the note holder. See BANA 10/30/12 letter to Hansen estate.

21 See "Doug Proudfit 5/20/19 DECL"

See NSM 160 PUD Rider Remedies

22 BANA took possession of the property during Tobin's failed attempt to get BANA to take the title on a "deed in lieu". See 7/11/13 emails. See Tobin DIL notes. See 9/14/13 email. See 10/1/13 email

23 Wells Fargo did not claim to be the note holder and never claimed to hold the beneficial interest of the disputed DOT. See Wells Fargo's 10/29/12 approval of the Sparkman short sale.

24 NSM refused to disclose the name of the beneficiary prior to the sale. See 7/30/14 Tobin-Leidy emails.

1 NSM did not have a recorded claim to own the DOT before the 8/15/14 sale. See 12/1/14 NSM recorded claim that
2 BANA had assigned its interest to NSM three months after BANA assigned its interest, if any, to Wells Fargo. See
3 9/9/14 recorded BANA to Wells Fargo assignment
4 NSM recorded a rescission of its worthless 12/1/14 claim on 3/8/19, a week after the 2/28/19 end of discovery. See
5 9/13/18 ORSNJC
6 On 2/25/19, recorded on 3/8/19, NSM executed an assignment of the DOT from Wells Fargo to itself without
7 disclosing a valid power of attorney. See NSM 412-413 disclosed on 3/12/19.
8 No financial institution holds Hansen's 7/15/04 original promissory note. See NSM's disclosed COPY of the Hansen
9 note (NSM 258-260).

10 **Exhibit 8 Examples of RRFS corrupt business practices**

11 Many examples of RRFS's corrupt business practices exist of keeping fraudulent books, scrubbing page numbers
12 from ledgers, combined unrelated documents to rewrite history, scrubbing dates from emails, not documenting
13 Board actions, and much more. See **Exhibit 8**.

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

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

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

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

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

23 The figure above shows that RRFS 190 has scrubbed Page number 1336.

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

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

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

14 **Exhibit 9 Attorneys' lack of candor to the tribunal**

15 All opposing counsels in all the litigation over the title to this one property made misrepresentations in their court
16 filings and made oral misstatements of materials facts and law at hearings. See **Exhibit 9**.

17 Brody Wight (NV Bar #13615) and/or Steven Scow (NV Bar #9906) for Red Rock Financial Services, a partnership
18 (EIN 88-058132) conspired with, or acted in concert with, Joseph Hong (NV Bar #5595) for Joel A. Stokes, Joel
19 & Sandra Stokes as trustees for Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust; Brittany Wood (NV Bar
20 #7562) of Maurice Wood (NV Bar #6412) for Brian and Debora Chiesi and (maybe) Quicken Loans; and Donna
21 Wittig (NV Bar #11015) and/or Melanie Morgan (NV Bar #8215), of Akerman LLP for Nationstar Mortgage LLC
22 and/or dba Mr. Cooper to conceal and misrepresent material facts to the court that resulted in the obstruction of a
23 fair adjudication of Nona Tobin's claims and to prevent ANY judicial scrutiny of the evidence.

24 Attorneys for Koch & Scow know that Nationstar's false and conflicting filed and recorded claim judicially estop
Nationstar from claiming to own now, or to ever have owned the disputed Hansen deed of trust, but have conspired
with attorneys from Akerman LLP, Wright, Finley, Zak LLP to conceal it and support them in their fraudulent
claims with the quid pro quo being that Koch & Scow gets to keep more of the undistributed proceeds for keeping
the devil's bargain.

Nona Tobin published warnings and filed administrative complaints about opposing parties and their role in a
massive HOA foreclosure scam that has been used to mask mortgage servicing fraud on 3/14/19, 11/10/19, 12/16/20,
and other dates that have heretofore been ignored by enforcement authorities and will be filed into this case as a
Request for Judicial Notice.

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

23 **Exhibit 10 the proceeds of the sale were not distributed pursuant to NRS 116.31164(3) (2013)**

24 The proceeds of the sale were not distributed in 2014 and RRFS's complaint for interpleader in 2021 was filed in
bad faith. See **Exhibit 10**.

1 Koch & Scow unlawfully retained the proceeds of this HOA foreclosure in the Red Rock Financial Services Trust
2 account when the Sun City Anthem bylaws 3.20 and 3.18 explicitly prohibit any funds that are collected for the
benefit of Sun City Anthem to be under the proprietary control of anyone other than the HOA Board of Directors.

3 Steven Scow deceptively disclosed a \$57,282.32 check for this property
Koch & Scow refused to interplead the proceeds of the disputed 8/15/14 HOA foreclosure sale when I attempted to
4 make a claim in September 2014 and then acted in bad faith in multiple ways to cover up the actual criminality
involved in this.

5 Au contraire. On 8/27/14, RRFS paid the HOA, allegedly IN FULL, a whopping \$2,701.04, identified as “collection
6 payment PIF” which brought the HOA’s Resident Transaction Report account for Gordon Hansen to a zero balance.
RRFS kept \$60,399.96, \$57,282.32 of which was identified by RRFS as “excess proceeds”, but all of which remains
7 in the RRFS Trust fund account under the total, exclusive, unsupervised, unaudited and unauthorized proprietary
control of Steven Scow.

8 **Exhibit 11 RRFS’s fraud, oppression & unfairness**

9 RRFS concealed the 4/27/12 debt collection contract that requires RRFS to indemnify the HOA and has been
10 unjustly enriched thereby well over \$100,000 in fees and considerably more in undistributed proceeds. RRFS did
not participate in NRS 38.310 mediation in good faith. See **Exhibit 11**.

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

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

13 Steven Scow appeared but did not disclose who he was actually representing and did not participate in the mediation
in good faith. The figure below is from page 20 of the stricken 7/26/19 NOTC.

14 Scow’s only response to the complaint for mediation was the knowingly false statement that the unjust enrichment
claim was time-barred by a three-year statute of limitations rather than addressing why he unlawfully retained the
15 proceeds of this and other Sun City Anthem foreclosures. The figure below is an excerpt from page 21 of the stricken
NOTC. Please note the word “no” needs to be added to the final sentence: “I also hope it convinces the SCA attorney
there is **NO** benefit for his client, SCA, if he fails to require RRFS to pay the litigation costs in all seven cases that
16 were caused by RRFS’ method of conducting foreclosures in 2014.”

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

18 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
19 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.

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

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

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

24 **Exhibit 12 attorney interference in the administration of justice**

In case A-19-799890-C, Brody Wight knowingly filed a motion to dismiss Nona Tobin’s claims pursuant to NRCF
(b)(5) and NRCF (b)(6) that was totally unwarranted, harassing, disruptive of the administration of justice, not
supported by facts or law, and filed solely for the improper purpose of preventing discovery of the crimes of his law
firm and its clients. See **Exhibit 12**.

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

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

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

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

6 Figure below is 4/27/17 hearing transcript Page 13, lines 1 – 18Koch & Scow ignored eight single-spaced pages of
evidence-backed objections and filed the order exactly as drafted for the sole purpose of obstructing judicial scrutiny
of the evidence against the Koch & Scow law firm and preventing Tobin's piercing the corporate veil from the Koch
& Scow clients.

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

8 **Exhibit 13 lack of professional ethics and good faith**

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

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

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

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

14 Joseph Hong and Akerman attorneys for Nationstar are additionally culpable for their improper ex parte
communications with Judge Kishner on 4/23/19 in defiance of ABA (1992) Standards for Imposing Lawyer
Sanctions 6.1 (False statements, fraud, and misrepresentation) and 6.31(b). ex parte communications

17 **Exhibit 14 Presented false evidence to cover up crime**

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

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

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

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

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

23 1) 2010 RMI management contract, 2) 2014 FSR management contract and 3) 2012 RRFs debt collection agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 **Exhibit 15 Civil Conspiracy to cover up racketeering warrants punitive damages**

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

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

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

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

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

24 Answering the allegations contained in paragraph 7 of the Complaint, Nona Tobin denies the allegations contained
therein as, upon information, and belief, Plaintiff knows, or should have known, that these allegations are false and
Plaintiff has taken pains to obscure the misappropriation of funds by the use of sham corporate entities and
misrepresentation of agency relationships Pages 1-3 of Nona Tobin's 1/31/17 crossclaim vs. Sun City Anthem and

1 DOEs & ROEs identifies the HOA Agents as not being named because their corporate identities had been conflated to evade accountability for their misdeeds.

2 Page 2, Paragraph 7

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

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

12 Pages 2-3 1/31/17 (CRCM) of Nona Tobin’s and the Hansen Trust’s cross-claim vs Sun City Anthem shows why
13 the RRFS’ statement on page 2, paragraph 7, is deceptive.

14 Answering the allegations contained in paragraph 8 of the Complaint, Nona Tobin denies the allegations contained
15 therein for the reasons related to the improper contracts, the unpierceable corporate veil, and the misappropriation
16 of funds set forth in answering paragraph 1, and because the non-judicial foreclosure action was not properly
17 conducted pursuant to Nevada law or pursuant to the HOA’s governing documents.

18 Answering the allegations contained in paragraph 9, Nona Tobin denies the allegations contained therein as RRFS
19 knows that RRFS made no attempt to collect the debt from Nona Tobin after 2/12/14 as there was no notice
20 whatsoever from RRFS after that date. See 5/11/18 D. Craig Leidy declaration under penalty of perjury.

21 RRFS sold the property on 8/15/14 to a Realtor in the listing office for \$63,100 without any public notice after
22 RRFS **explicitly withheld ALL** notice of the sale from all parties with a known interest, including those whom
23 RRFS owed a contractual or statutory duty to inform after Nona Tobin had already sold the property for \$367,500
24 on auction.com on 5/8/14.

Further, “RRFS’s efforts resulted in a foreclosure sale” is duplicitous in that RRFS employed unfair and deceptive
collection practices, conducted an unnecessary sale, that was unauthorized by any official HOA Board vote, after
RRFS knowingly misappropriated payments, covertly rejecting two super-priority tenders, and falsified and
concealed records to cover it up.

Answering the allegations contained in paragraph 7 of the Complaint, Nona Tobin denies the allegations contained
therein as, upon information, and belief, Plaintiff knows that these allegations are false as the liens and claims of all
named defendants, except for Nona Tobin’s 3/28/17 deed, have been released, on 3/30/17,

“Records in Clark County, Nevada indicate that there are several potential liens and other debts secured by the
Subject Property belonging to the defendants in this action.”

“RRFS believes these debts exceed the amount currently in the possession of RRFS.”

16 **Exhibit 16 Republic Services lien releases**

17 Answering the allegations contained in paragraphs 4 of the Complaint, Nona Tobin, admits that Defendant Republic
18 Services, Inc. is a Nevada corporation doing business in Clark County, but denies that Plaintiff acted in good faith
19 when it named Republic Services, Inc as a defendant, and denies the allegations by allowing the documents to speak
20 for themselves.

21 Steven Scow’s 2/11/19 response to Nona Tobin’s 2/4/19 subpoena provided two Republic Services liens and
22 withheld both Republic’s releases of their liens that occurred because RRFS’s failed to distribute the proceeds within
23 the three-year statute of limitations on enforcement of statutory liens.

24 The first Republic Services lien was recorded on 9/23/13 as instrument number 201309230001369.

Republic’s first lien was identified as RRFS 185 in the subpoena response (RRFS 001-425).

Republic’s release of its 9/23/13 lien was recorded on 3/30/17 as instrument 201703300003859.

There is no BATES number as the release of Republic’s first lien was withheld in Steven Scow’s response to Nona
Tobin’s subpoena.

The second Republic Services lien, recorded on 5/6/14 as instrument number 201405060004357 was identified as
RRFS 070 in Steven Scow’s response to Nona Tobin’s subpoena.

Republic’s release of the 5/6/14 lien, recorded on 3/30/17 as instrument 201703300003860 has no BATES number
as it was withheld in Steven Scow’s response to Nona Tobin’s subpoena.

Exhibit 18 Answer to paragraph 4 – 6/3/19 Nationstar released the lien of the 7/22/04 Hansen deed of trust.

1 On 6/3/19 Nationstar released the lien (instrument number 20190603-0001599) of the Western Thrift & Loan deed
2 of trust Gordon B. Hansen executed on 7/15/04 and was recorded on 7/22/04 as instrument number
200407220003507.

3 **Exhibit 17 Nona Tobin's standing as an individual**

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

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

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

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

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

11 NONA TOBIN, an individual, has a deed to the subject property, recorded as instrument number 201703280001452,
that transferred the Hansen Trust's sole remaining asset to its sole beneficiary NONA TOBIN, an Individual.

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

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

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

15 Exhibit 18 – Relevant statutes and regulations

16 NRS 30.030 Scope. Courts of record within their respective jurisdictions shall have power to declare rights,
status and other legal relations whether or not further relief is or could be claimed. No action or proceeding shall be
open to objection on the ground that a declaratory judgment or decree is prayed for. The declaration may be either
affirmative or negative in form and effect; and such declarations shall have the force and effect of a final judgment
or decree.

17 **NRS 40.010 Actions may be brought against adverse claimants.** An action may be brought by any person
against another who claims an estate or interest in real property, adverse to the person bringing the action, for the
purpose of determining such adverse claim.

18 **NRS 30.130 Parties.** When declaratory relief is sought, all persons shall be made parties who have or claim
any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not
parties to the proceeding.

19 **NRS 38.310 Limitations on commencement of certain civil actions. (Judge Kushner had no jurisdiction)**

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

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

22 (b) The procedures used for increasing, decreasing or imposing additional assessments upon residential
property,

23 É may be commenced in any court in this State unless the action has been submitted to mediation or, if the parties
agree, has been referred to a program pursuant to the provisions of NRS 38.300 to 38.360, inclusive, and, if the civil
action concerns real estate within a planned community subject to the provisions of chapter 116 of NRS or real
estate within a condominium hotel subject to the provisions of chapter 116B of NRS, all administrative procedures
specified in any covenants, conditions or restrictions applicable to the property or in any bylaws, rules and
regulations of an association have been exhausted.

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

1 NRS 116.31164 (3) (2013), NRS 116.3116-NRS 116.31168 (2013), NRS 116A.640 (8), (9), (10), NRS 116.31083,
2 NRS 116.31085, NRS 116.31031, NRS 116.1113, NRS 116.31065, NRS 116.3102, NRS 116.31087, NRS
3 116.31175, NRS 116.31183, NRS 116.31184, NRS 116.4117, NRS 205.395 False representation concerning title;
4 penalties; civil action. NRS 205.330 Fraudulent conveyances. NRS 205.377 Multiple transactions involving
5 fraud or deceit in course of enterprise or occupation; penalty, NRS 207.360 "Crime related to racketeering" defined;
6 NRS 207.400 Unlawful acts; penalties, NRS 207.470 (1)and (4) Civil actions for damages resulting from
7 racketeering., NRS 207.480 Order of court upon determination of civil liability. NRS 42.005 Exemplary and
8 punitive damages: In general; limitations on amount of award; determination in subsequent proceeding, NRS
9 116.3116-NRS 116.31168 (2013) are the controlling foreclosure statutes. NRS 116.31164(3)(2013) is the
10 controlling statute regarding the ministerial duty of the person conducting the sale to deliver the foreclosure deed to
11 the Ombudsman and to distribute the proceeds of the sale in the order proscribed by law.
12 AB 284 (2011) Nevada's 2011 anti-foreclosure fraud amendments to NRS 107 and NRS 205 summary and
13 legislative digest Robin Wright "Complying with AB284" for UTA Quarterly Winter 2011
14 The HOA sale is void or otherwise does not operate to extinguish the title rights of Nona Tobin, an individual, as
15 the successor in interest to the Hansen Trust or of the Gordon B. Hansen Trust, dated 8/2/08, property owner at the
16 time of the defective HOA sale as the due process and notices required pursuant to NRS 116.310313 and/or NRS
17 116.31162 – NRS 116.31164 were provided to Nona Tobin prior to or subsequent to the sale and non-compliance
18 with applicable Nevada statutes, inter alia, NRS 116.3102, NRS 116.31083, NRS 116.31085, NRS 38.310, NRS
19 116.31162 -NRS 116.31168 (2013), NRS 116.1112, NRS 116.31031, NRS 116.31087, NRS 116.31175, NRS
20 116.31185, NRS 116.31187, NRS 116.4117

21 **Exhibit 19 RELEVANT HOA GOVERNING DOCUMENTS PROVISIONS**

22 1/17/11 SCA BOARD RESOLUTION ON THE PROCESS AND PROCEDURE FOR ENFORCEMENT OF THE
23 GOVERNING DOCUMENTS, SCA 168-175 2013 Delinquent Assessment Policy

24 [SCA Third Amended and restated CC&Rs \(2008\)](#)

[6.1 Function of the association -primary entity to enforce the governing documents; must perform in
accordance with governing documents](#)

[7.4 Compliance & Enforcement: The Board may impose sanctions for violation of the Governing Documents
after notice and a hearing in accordance with the procedures set forth in the By-Laws.](#)

[8.8 Lien for assessment may be enforced in the manner proscribed in act](#)

[8.8A Procedures for sale](#)

[8.12 Asset enhancement fee 1/3 of 1% due to the association on all but specifically exempted transfers of title.](#)

[XVI Dispute resolution and limitation on litigation](#)

[SCA Third Amended and Restated Bylaws, 2008](#)

[3.13\(a, e, f\) Compensation can't appear to influence decisions, create a conflict; can't relate to fines or
violations; must conform to standards of practice](#)

[3.15 Open BOD meetings - must give owner minutes of hearing on violation of governing documents](#)

[3.15A SHALL hold hearing re violations Executive session](#)

[3.17 Powers of BOD business judgment benefits the association](#)

[3.18\(a\) Duties of the Board that SHALL NOT be delegated \(a\) adopt budget](#)

[3.18\(b\) Duties of the Board that SHALL NOT be delegated \(b\) levy and collect assessments](#)

[3.18 \(e\) Duties of the Board that SHALL NOT be delegated \(e\) deposit all funds taken on association's
behalf and use to operate](#) [3.18\(f\) Duties of the Board that SHALL NOT be delegated \(f\) Use restrictions](#)

[and rule3.18 \(g\) Duties of the Board that SHALL NOT be delegated \(g\) opening of bank accounts on the
Association's behalf and designating signatories required](#) [3.18\(i\) Duties of the Board that SHALL NOT be
delegated \(i\) enforcing the Governing Documents and bringing any legal proceedings...on behalf of or against the
Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned as
provided in CC&Rs 7.4](#)

[3.2 Defines what duties SHALL NOT be delegated](#)

[3.21 Accounts and reports: delinquency report](#)

[3.25 Board standards: must be reasonable](#)

[3.26 Enforcement procedures](#)

[4.6 Contracts, checks, agreements must be signed by two BOD members, not manager, debt collector or attorn](#)

1 [5.2](#) Deed Restriction Enforcement Committee (Covenants)
2 [6.4 \(a,b,c\)](#) Books & Records: rights of owners and directors to SCA information defined
3 **SCA Policies**
4 10/1/13 [SCA Board Resolution Delinquent Assessment Policy and Procedure](#)
5 11/17/11 [Resolution Establishing the Governing Documents Enforcement Policy & Process](#)
6 10/23/14 [SCA Rules and Regulations](#) Management and Debt Collection Agreements
7 1/1/10 [RMI Management Agreement](#) RMI Management LLC
8 4/27/12 [RRFS Delinquent Assessment Collection Agreement](#) Red Rock Financial Services, a FirstService
9 Residential Management company
10 3/31/14 [FSR Management Agreement](#) FirstService Residential, Nevada Management Agreement
11 Nevada Real Estate Division Advisory Opinions
12 12/12/12 [NRED Advisory 13-01 The Super Priority Lien](#)
13 11/15/12 [NRED Advisory 12-05-116 Executive Session Agendas](#)
14 6/30/14 [NRED Advisory 14-02 Notices prior to an association's foreclosure proceeding](#)

7 **Exhibit 20 – Administrative Complaints related to the APN 191-13-811-052 title dispute**

8 [2012-026 NCJD](#) NEVADA COMMISSION ON JUDICIAL DISCIPLINE CASE 2021-026
9 [ATTACHMENT 1](#) NV CODE OF JUDICIAL DISCIPLINE EXCERPTS
10 [ATTACHMENT 2](#) NCJD OUTLINE OF CLAIMS VS. KISHNER
11 [ATTACHMENT 3](#) 1/28/NCJD COMPLAINT VS. KISHNER
12 [ATTACHMENT 4](#) UNHEARD MSJ VS. JIMI JACK
13 [ATTACHMENT 5](#) UNHEARD MSJ VS. ALL
14 [ATTACHMENT 6](#) EVIDENCE STRICKEN EX PARTE
15 [ATTACHMENT 7](#) NOTICE OF TOBIN- HANSEN TRUST COMPLETION OF MEDIATION
16 [ATTACHMENT 8](#) 4/14/19 NONA TOBIN DECL VS. NATIONSTAR
17 [ATTACHMENT 9](#) 3/14/19 COMPLAINT TO THE NV ATTORNEY GENERAL
18 [ATTACHMENT 10](#) 11/10/20 2ND COMPLAINT TO THE NV ATTORNEY GENERAL
19 [ATTACHMENT 11](#) EX PARTE MINUTES
20 [ATTACHMENT 12](#) EX PARTE TRANSCRIPT
21 [ATTACHMENT 13](#) RECORDED FRAUD BY NATIONSTAR
22 [ATTACHMENT 14](#) EX PARTE 001-005 KISHNER
23 [ATTACHMENT 15](#) OBSTRUCTION OF FORCED LITIGATION
24 [ATTACHMENT 16](#) EX PARTE STRICKEN NOT HEARD
[12/16/20 complaint](#) to the Mortgage Lending Division [12/16/20 verified complaint vs. Nationstar](#) to the Nevada Mortgage Lending Division provides 692 pages of evidence supporting Nona Tobin's claim of mortgage servicing fraud and fraud on the court vs. Nationstar and its Akerman and Wright Finley Zak attorneys.
[2/16/21 complaint to the Bar discipline panel](#) re Brittany Wood
[12/14/21 complaint to the NV Bar discipline panel](#) re Joseph Hong

18 **Exhibit 21 – Nevada court cases related to the APN 191-13-811-052 title dispute**

19 Four district court cases: A-15-720032-C, A-16-730078-C, A-19-799890-C, A-21-828840-C
20 Three appeals related to Red rock's last motion to dismiss pursuant to NRCP 12(b)(5) claims preclusion: 82094, 82234, and 82294 and three appeals, dated 7/23/19, 7/24/19, and 1/2/20, into 79295 that have cost millions of dollars and wasted many, many hours of judicial resources been caused by the conspiracy and fraud perpetrated by RRFS, Nationstar, and others who do not want their scheme subjected to judicial scrutiny or interrupted by law enforcement.

21 **Exhibit 22 – Excerpts from [1/31/17 cross-claim vs. HOA](#) and its agents that Red Rock claims was fully and fairly litigated on the merits without naming Red Rock**

22 Tobin AACC Exhibit 22 contains the [1/31/17 cross-claim vs. HOA](#) parties pg 2-3, 5th cause of action unjust enrichment (pgs 18-19), statement of facts (pgs 5-9)
23 PARTIES ([1/31/17 CRCM vs. SCA, DOEs & ROEs](#) pages 2-4
24 1. Cross-Claimant, NONA TOBIN, is an Individual, and is a resident of Sun City Community Association, Inc. (Herein "HOA") Henderson, Nevada. TOBIN is a both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein "GBH TRUST"), dated 8/22/08, the titleholder of the Subject

1 Property at the time of the disputed foreclosure sale (Herein "HOA sale") for delinquent assessments (Herein "HOA dues").

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

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

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

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

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

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

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

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

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

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

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

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

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

15 a) There were no expenses of sale as the cost to conduct a foreclosure sale is limited to \$125.00 by the April 27, 2012 RRFS Delinquent Assessment Collection Agreement, and the lien of \$5,081.45 already included erroneous, duplicative and unauthorized charges.

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

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

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

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

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

21

22

STATEMENT OF FACTS

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

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

1 21. On January 14, 2012, Grantor Gordon Hansen died after a protracted illness, and the Subject Property went to
his heirs, son Steve Hansen and fiancée Nona TOBIN, who were equal beneficiaries under the terms of the sole
2 amendment (August 10, 2011) to the GBH TRUST.
3 22. Nona TOBIN, became the Successor Trustee of the GBH TRUST upon the Grantor's death.
4 23. Hansen's address of record had been at 2664 Olivia Heights Ave., a residence also in the HOA which has been
TOBIN's residence from 2004 to the present.
5 24. When Mr. Hansen died, he was current on his loans, taxes, insurance and homeowner assessments (HOA dues)
related to the Subject Property.
6 25. In 2012, Las Vegas Valley Subject Property values were at a low point, and there were lots of distressed "under
water" properties that owners were abandoning or vandalizing and banks were refusing to protect, thereby creating
7 a serious blight on many neighborhoods throughout the valley.
8 26. Rather than abandon the Subject Property or to allow it to fall into disrepair and
become a blight in this HOA, TOBIN allowed the renters who were down on their luck to remain rent-free as
9 caretakers after Hansen's death.
10 27. Within a few weeks of Hansen's death, TOBIN listed the Subject Property for a short sale with "Proudfit Realty,"
and it was on the market for 459 days, during which TOBIN was subjected to abusive collection practices and
bizarre behavior by servicing Bank of America ("BOA") which resulted in two sales that fell out of escrow.
11 28. TOBIN paid the HOA dues for the Subject Property through September 30, 2012.
12 29. The first quarter of nonpayment of HOA dues began October 1, 2012, and the first day of actual and continuing
delinquency was October 31, 2012.
13 30. HOA AGENTS erroneously reported to the Board, and ultimately, falsely recorded on the Lien and notices of
Default and Election to Sell ("NODES"), that there were no payments since July 1, 2012.
14 31. TOBIN's \$300.00 check #143 to pay the 7/1/12 quarter+ late fees was hand delivered with a \$300.00 check
(#142) for TOBIN's residence.
15 32. Check #142 for TOBIN cleared the bank on 8/23/12.
16 33. Check 143 for the Subject Property cleared the bank on 10/23/12 and was not credited by FSR until 11/9/12.
17 34. Check 143 was credited by RRFS in RRFS ledger on 10/18/12, but RRFS did not remove any of the erroneous
collection charges.
18 35. On 11/5/12, RRFS sent a notice to the property (2763 White Sage) stating they
received TOBIN's letter regarding the Owner's death, but did not send the notice to the dead Owner's address of
record, which was TOBIN's residence - 2664 Olivia Heights, which is the address also listed on the check.
19 36. RRFS claimed in the notice that RRFS was authorized to collect for the HOA & that (falsely) \$495.36 was due.
20 37. Because HOA AGENTS did not correctly process TOBIN's check (\$300.00 for July 1 \$275.00 dues+ July 31
\$25.00 late fee for Subject Property) delivered to the HOA on August 17, 2012 (together with her properly-processed
HOA dues check for TOBIN's residence), the Subject Property was erroneously placed prematurely into collections
on September 17, 2012, 43 days before the first day of actual delinquency.
21 38. The HOA AGENTS falsely informed the HOA Board and recorded the wrong date and amount of default in all
notices, falsely claiming the account was delinquent as of July 1, 2012, and that as of October 31, 2012 (the first
22 date of actual delinquency) that the assessment balance was \$382.26.
23 39. The original error was never corrected, and in fact, compounded over time due to the HOA AGENTS' failure to
properly apply payments to dues first then fees, and adding unauthorized charges.
24 40. TOBIN notified HOA Agents that the owner had died and that she had listed the property for sale.
41. TOBIN gave all notices she received from HOA AGENTS to the Realtors to handle as part of the multiple
escrows, but TOBIN was too overwhelmed by the abusive practices of BANA to notice the details of the erroneous
claims of RRFS.
42. Both Realtors, PROUDFIT and LEIDY, regularly communicated with HOA Agents and processed the RRFS
collection demands which were sent to the first servicing bank, BOA and, after December 1, 2013, to the new
servicing bank, NATIONSTAR, during the various escrows.
43. RRFS was very aware of the multiple contingency sales that fell out of escrow because they expedited at least
three payoff demands (charging \$150 each against the Subject Property's collection account) when Proudfit was the
listing agent, and more when BHHS had the listing.
44. Notwithstanding, TOBIN attempted to minimize deterioration of the Subject Property which she believed to be
solely in the financial interest of the Bank, but BOA refused to protect the Subject Property, engaged in abusive
debt collection practices, which included robo-calling TOBIN's residence up to 500 times while simultaneously
refusing to close multiple escrows, and ultimately, refused to accept TOBIN's offer of a deed in lieu in July, 2013.

1 145. TOBIN continued to pay HOA dues until there was a contingency short sale and escrow opened; TOBIN
evicted the caretakers so the prospective purchasers could move in early October, 2012.
2 46. TOBIN had the Subject Property listed with Berkshire Hathaway Home Services
20 ("BHHS") from 2/20/14 through 10/31/14, and the actual buyer at the HOA sale was BHHS Realtor, Thomas
3 Lucas ("LUCAS") who had insider information that rendered him a non-bona fide purchaser for value and rendered
the HOA sale a non-arms-length transaction.
4 47. The purported buyer at the HOA sale was Opportunity Homes, LLC, and is the alter ego of BHHS agent LUCAS.
48. TOBIN alleges LUCAS illegally formed Opportunity Homes, LLC as a sham entity to cover his purchase of
HOA foreclosure properties, and such conduct is illegal or unethical for a licensed BHHS Realtor.
5 49. TOBIN discovered the HOA sale had occurred only after the fact, verbally, from LEIDY, and never received
notice herself, written or verbal, that the HOA sale was to be held, or had been held by the HOA or HOA AGENTS.
6 50. All the title rights of the GBH TRUST to the Subject Property were taken without notice which had been
requested.
51. The HOA foreclosure sale violated Nevada law, and was procedurally defective, and thus, null, and void.
7 52. That the HOA sale was void and commercially unreasonable as the Subject Property was purchased at the HOA
sale for less than 20% of the fair market value by LUCAS, a licensed Realtor with specific knowledge of the issues
with the chain of title, and subsequent purchasers were co-conspirators in the fraudulent re-conveyance of the
8 Subject Property to the Plaintiffs.
53. That HOA AGENTS illegally held the HOA sale on August 15, 2014 after notifying the Ombudsman on May
9 15, 2014, that February 12, 2014 Notice of Sale (NOS) was cancelled, resulting in there being no valid NOS was in
effect at the time of the sale.
10 54. That HOA AGENTS withheld and/or provided false information to enforcement to evade detection of their
illegal acts which resulted in conducting a foreclosure sale without statutorily required notice.
11 55. That HOA AGENTS' unlawful foreclosure sale caused damages to Cross-Complainant by the loss of title,
possession, and use of Subject Property.
12 56. That the 8/22/14 Foreclosure Sale Deed is void as it was based on the 3/12/13 Notice of Default that HOA
Agents had rescinded, and on a 4/3/13 that was not in effect on 8/22/14.

13 IV. CONCLUSION

14 Nona Tobin respectfully moves the Court to:

- 15 1. Deny Red Rock's motion to dismiss for failure to meet its burden of proof;
- 16 2. Grant Tobin's motion to distribute the proceeds with interest and penalties;
- 17 3. Grant Tobin's motion for summary judgment and petition for sanctions as none of the
18 defendants filed a responsive pleading refuting Tobin's claims of fraud, racketeering and unjust
19 enrichment/conversion.



20
21 NONA TOBIN, AN INDIVIDUAL
2664 Olivia Heights Ave.
22 Henderson NV 89052
Office: (702) 465-2199
23 nonatobin@gmail.com
24 *In propria persona*

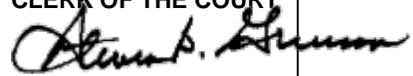
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CERTIFICATE OF SERVICE

I, NONA TOBIN, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this the 26th day of April 2021, I served via the Clark County electronic filing system a true and correct copy of the foregoing NONA TOBIN'S OPPOSITION TO RED ROCK FINANCIAL SERVICES'S MOTION TO DISMISS TOBIN'S COUNTER-CLAIMS AND PETITION FOR SANCTIONS PURSUANT TO NRCP 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.407(1), NRS 42.005 to all parties listed in the Odyssey eFileNV service contact list in case A-21-828840-C:



Nona Tobin



1 **RPLY**

2 NONA TOBIN, AN INDIVIDUAL
3 2664 Olivia Heights Ave.
4 Henderson NV 89052
5 Office: (702) 465-2199
6 nonatobin@gmail.com

7 *In propria persona*

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

10 RED ROCK FINANCIAL SERVICES,

11 Plaintiff,

12 vs.

13 NONA TOBIN, an Individual, and as
14 Trustee of the GORDON B. HANSEN
15 TRUST, dated 8/22/08; REPUBLIC
16 SERVICES, INC. a Nevada
17 Corporation; WELLS FARGO, N.A.; a
18 national banking association;
19 NATIONSTAR MORTGAGE, LLC, a
20 Delaware company; and DOES 1-100;

21 Defendants.

22 NONA TOBIN, an Individual,
23 Counter-Claimant,

24 vs.

25 RED ROCK FINANCIAL SERVICES;
26 Counter-Defendant

27 NONA TOBIN, an Individual,
28 Cross-Claimant,

29 vs.

30 WELLS FARGO, N.A.; a national
31 banking association; NATIONSTAR
32 MORTGAGE, LLC, a Delaware
33 company;

34 Cross-Defendants

Case No.: A-21-828840-C

Department: XXXI

JURY TRIAL DEMANDED

NONA TOBIN'S REPLY TO
NATIONSTAR'S 7 WELLS FARGO'S
OPPOSITION TO TOBIN'S MOTION TO
DISTRIBUTE PROCEEDS AND TO THEIR
UNTIMELY JOINDER TO RED ROCK'S
MOTION TO DISMISS AND TOBIN'S
REPLY TO SUPPORT TOBIN'S MOTION
FOR SUMMARY JUDGMENT VS.
NATIONSTAR & WELLS FARGO

HEARING: MAY 18, 2021
10:00 A.M.

1 Comes now, Defendant NONA TOBIN, an individual, in proper person, hereby files her
2 NONA TOBIN'S REPLY TO NATIONSTAR'S OPPOSITION TO TOBIN'S MOTION TO
3 DISTRIBUTE AND UNTIMELY JOINDER TO RED ROCK'S MOTION TO DISMISS
4 AND TOBIN REPLY TO SUPPORT TOBIN'S MOTION FOR SUMMARY JUDGMENT
5 VS. NATIONSTAR & WELLS FARGO. This opposition is based on the memorandum of
6 points and authorities, the pleadings and papers on file in this case and any oral arguments
7 made at the time of the hearing.

8
9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 **I. INTRODUCTION**

11 Nationstar and (allegedly) Wells Fargo's opposition to Nona Tobin's motion to distribute
12 is unwarranted harassment and yet another attempt by unscrupulous attorneys to evade detection
13 of their fraud on the court.

14 **A. Reply to Nationstar's (NSM's) and Wells Fargo's opposition distribution of the
15 proceeds:**

16 Tobin's reply argues: 1) Neither bank has standing to oppose the distribution of proceeds
17 in which they do not have any interest. 2) Both banks are judicially estopped from claiming that
18 either of them held an interest in the Hansen deed of trust; 3) Even if they argue that they did hold
19 a security interest superior to the owner's under NRS 116.3164(3)(2013), all their recorded liens
20 have been released, leaving Nona Tobin as the holder of the sole existing recorded claim and the
21 sole defendant who asserted a claim for the proceeds in these, or any other proceedings, or at any
22 other time. 4) Wells Fargo has never been involved in this dispute, and Tobin alleges that Red
23 Rock named Wells Fargo as a Defendant for the improper purpose and further that Nationstar's
24 Akerman's attorneys have added Wells Fargo on their own initiative to assist in their fraud on the

1 court, 5) NSM's opposition misrepresents the court record to conceal its role in obstructing the
2 administration of justice by, *inter alia*, ex parte meeting with Judge Kishner and convincing her
3 to strike all Tobin's pro se filings unheard and evading judicial scrutiny of inculpatory evidence
4 that proves the NSM-Jimijack deal was fraudulent.

5 **B. Reply in support of Tobin's motion for summary judgment vs. Nationstar and**
6 **Wells Fargo:**

7 1) NSM/WF did not file a timely responsive pleading; 2) All unopposed 19 affirmative
8 defenses, three causes of action (fraud, racketeering, and conversion/unjust enrichment, and
9 prayer for declaratory relief, punitive damages, and sanctions pursuant to NRC 11(b)(1)(2)(3)
10 and/or (4), NRS 18.010(2), NRS 207.407(1), NRS 42.005 are deemed admitted; 3) If the Court
11 chooses to grant NSM an opportunity to show cause why sanctions should not be imposed, the
12 Court must require all statements made to the Court to be under oath as the core issue in this
13 dispute is attorneys utter disregard for their duty of candor to the Court; 5) NSM/WF were served
14 Tobin's 3/8/21 cross-claim via the NVefile Odyssey system. NSM/WF acknowledged receipt of
15 Tobin's 3/8/21 cross-claims in its 4/26/21 opposition to Tobin's motion to distribute (page 4, lines
16 1-2) waiving a NRC 12(b)(4) defense to its failure to oppose any of Tobin's allegations thereby.
17 6) Nationstar was the proximate cause of the foreclosure sale, circumvented the PUD Rider
18 Remedies provision of the Hansen 1st deed of trust, and lied to cover up its fraudulent theft of
19 Tobin's property.

20 **C. Reply to NSM/WF 5/3/21 joinder to Red Rock's 4/16/21 motion to dismiss:**

21 1) NSM/WF joinder was not timely; 2) Both banks are judicially estopped from claiming
22 that either of them held an interest in the Hansen deed of trust and therefore have no standing to
23 join a motion to dismiss Tobin's claims that "the plaintiff is entitled to no relief under any set of
24 facts that could be proved in support of a claim".; 3) Red Rock's motion to dismiss has been

1 converted into a motion for summary judgment pursuant to NRC 12(d) by the Court's
2 consideration of matters outside the pleadings and does not meet the NRC 56 standard of no
3 disputed material facts; 3) Red Rock's motion to dismiss Tobin's AACC fails as it does not meet
4 the NRC 12(b)(5) standard of proving that "(Tobin is entitled to no relief under any set of facts
5 that could be proved in support of a claim"., (Buzz Stew, LLC v. City of N. Las Vegas, 124 Nev.
6 224, 228 (2008); 4) the elements of claims preclusion were not met, i.e., the parties are different,
7 the claims are different, and Tobin's access to a fair adjudication of her claims by an impartial
8 tribunal in the prior proceedings was obstructed by attorney misconduct amounting to fraud on
9 the court.

10 Tobin's reply respectfully moves the court to approve findings of fact and conclusions of
11 law for consideration by the Disciplinary Panels of the State Bar of Nevada and the Nevada
12 Commission on Judicial Discipline.

13 II. STATEMENT OF FACTS

14 1. All of the banks related to the 1st and 2nd Hansen deeds of trust – Bank of America
15 (BANA), WF, and NSM have signed consent orders to cease activities & desist engaging in
16 corrupt business practices that amount to mortgage servicing fraud: 4/14/12 BANA, 4/12/12
17 WF, 12/7/20 NSM

18 2. In this cases, they all violated at least one term of those orders.

19 3. Tobin filed a verified [complaint to the Nevada State Mortgage Lending Division](#),
20 providing 692 pages of evidence supporting claim of mortgage servicing fraud and abuse of the
21 HOA foreclosure quiet title litigation process vs. Nationstar and its Akerman/Wright Finley Zak
22 attorneys. Tobin provided this document to the Court in her 4/7/21 request for judicial notice of
23 unadjudicated claims to document the banks fraudulent conduct vis a vis Tobin.
24

1 **D. Bank of America's misdeeds**

2 4. BANA's misdeeds include 1) obstructing the FMV Sparkman sale which would have
3 resulted in the HOA assessments being paid before there was a delinquency, 2) failing to record
4 a notice of default on the 7/22/04 Hansen deed of trust when there were no payments after 2011
5 due to the borrower's death covertly tendering \$825 when nine months of assessments were due
6 in violation of the PUD remedies provision in order to unlawfully create a de facto foreclosure
7 without complying to the terms of NRS chapter 107, 3) obstructing a \$395,000 sale to Mazzeo
8 when the outstanding balance of the Hansen 1st deed of trust was \$389,000, 4) refusing to pay
9 the HOA assessments or maintain the property during the 1 ½ years that BANA obstructed the
10 Mazzeo and Sparkman sales, 5) refusing to accept the title when Tobin offered it on a deed in
11 lieu on the grounds that it was Tobin's responsibility to clear the title clouded by Wells Fargo's
12 failure to release the \$15,000 lien from Hansen's 5/10/07 open-ended 2nd deed of trust, 6) taking
13 possession of the property for six months in 2013 and locking Tobin out during the deed in lieu
14 evaluation process, all without recording any notice of default on the Hansen 1st deed of trust,
15 let alone performing a lawful foreclosure, 7) On 4/12/12, BANA recorded the only assignment
16 of the Hansen 1st deed of trust that was recorded prior to the 8/15/14 HOA sale, but BANA's
17 self assignment was not valid as it was robo-signed and there is no notary record (NRS 111.345)
18 of its execution, 8) On 10/30/12, despite the recorded claim, BANA mailed a default notice to
19 the Hansen estate admitting that BANA was the servicing bank and falsely claiming that Wells
20 Fargo was in possession of the original Hansen 1st deed of trust's promissory note, 9) On or about
21 3/20/13 Wells Fargo referred the (later rescinded) 3/12/13 HOA notice of default to servicing
22 bank BANA, as Wells Fargo never asserted any claim to be the beneficiary of the Hansen 1st
23 deed of trust, 10) on 9/9/14, nearly a month after the sale, BANA recorded an assignment of its
24 non-existent (because the 4/12/12 assignment was invalid per NRS 111.345) interest to Wells

1 Fargo, allegedly effective on 8/21/14, the day before the foreclosure deed was recorded, 11)
2 Jimijack sued BANA on 6/16/15, but did not sue Wells Fargo for quiet title even though Wells
3 Fargo was the recipient of BANA's interest, if any, on 8/21/14 and recorded on 9/9/14, so BANA
4 defaulted and Nationstar took over the scam.

5 **E. Wells Fargo's misdeeds**

6 5. Wells Fargo's misdeeds in this case are extremely limited and relate solely to the 2nd
7 deed of trust recorded on 5/10/07. Wells Fargo did not record any claims to the Hansen 1st deed
8 of trust. WF never recorded any power of attorney giving Nationstar authority to act as its
9 “attorney in fact”. WF never requested or authorized the claims recorded by BANA and NSM
10 allegedly on Wells Fargo's behalf. Wells Fargo cancelled the debt of the 2nd DOT in 2012 during
11 the Sparkman escrow that BANA would not let close. Wells Fargo issued an IRC 1099-C
12 cancellation of debt form to Hansen. Tobin personally paid \$660 tax due on Gordon Hansen's
13 final tax return. Wells Fargo failed to record within the statutory time limit a release of the lien
14 of the 5/10/07 2nd deed of trust that BANA used as the excuse for not approving Tobin’s deed in
15 lieu request. Wells Fargo corrected its error on 3/12/15 with a recorded substitution and deed of
16 reconveyance and was never heard from again. Nationstar recorded a claim on 3/8/19 falsely
17 claiming that it had WF unrecorded, undisclosed power of attorney to assign Hansen’s 1st deed
18 of trust to Nationstar. Akerman attorneys filed an answer to unsupported claim to be representing
19 Wells Fargo in this interpleader action (without filing a notice of appearance or an IAFD.). Wells
20 Fargo has never filed any claims into any of the cases related to this quiet title action. No party
21 has filed any claims against Wells Fargo before this interpleader proceedings, Red Rock's
22 inclusion of Wells Fargo as an interpleader defendant and Akerman's claim to represent Wells
23 Fargo in this interpleader action both meet the elements of Tobin's abuse of process claim.

24 **F. Nationstar's misdeeds**

1 6. Nationstar's misdeeds are the most serious of the three banks. NSM was the proximate
2 cause of the foreclosure sale and then egregiously abused the HOA quiet title foreclosure process
3 as a corrupt means to create standing for itself that did not exist in law or in fact. Nationstar's
4 attorneys violated many cannons of professional ethics to cover up NSM's false recorded claims
5 to title. Herein is only a partial list of NSM's misdeeds as the Court risks losing sight of the
6 forest for the many, many trees. 1) NSM took over servicing of the Hansen 1st deed of trust on
7 12/1/13, alleging that it was the servicing bank and Union Bank was both the beneficiary and the
8 trustee, 2) NSM obstructed a \$340,000 cash sale that Tobin accepted on 3/4/14 in which Tobin
9 had instructed escrow to pay the HOA whatever Red Rock demanded as the previous two
10 escrows (for Sparkman and Mazzeo) had been instructed when BANA obstructed the sales; Note
11 that all parties 3) NSM forced Tobin's listing agent Craig Leidy to post the property for sale
12 on auction.com to make sure the best price could be obtained for the unidentified beneficiary, 2)
13 Tobin signed on 5/8/14 acceptance of the offer from the high bidder on the
14 \$367,500 auction.com sale, 3) NSM concealed in discovery, and contradicted in all its court
15 filings against Tobin, the fact that NSM had offered \$1100 to close the 5/8/14 auction.com sale
16 instead of paying the HOA the total demand (\$4,962.64), 3) NSM was aware that Red Rock had
17 unlawfully rejected the super-priority tender, but Tobin did not find out about the tender or the
18 rejection until 2019 during discovery in the first proceedings. When Tobin requested all the
19 Equator records that documented the Berkshire Hathaway 2/20/14-10/31/14 BHHS listing
20 contract with Tobin, both NSM and Tobin's BHHS broker refused to produce them without
21 asserting any lawful claim of privilege, 4) NSM refused to allow escrow to close on the \$367,500
22 5/8/14 auction.com sale and required Tobin to re-list the property for \$390,000 on 7/25/14, 5)
23 NSM required Tobin to sign a \$375,000 counter-offer to another potential buyer (Yvonne Blum)

24

1 of which Tobin did on 8/1/14 after demanding that NSM identify the recalcitrant beneficiary that
2 was rejecting all these fair market, arms-length offers, 6) NSM refused to identify the
3 beneficiary. NSM somehow knew that Red Rock had rejected its 5/28/14 \$1,100 super-priority
4 tender, but NSM allowed Red Rock to secretly sell it for \$63,100 to a BHHS agent without
5 raising any objection in 2014 or in any of its court filings, 7) NSM did not inform Tobin or agent
6 Leidy that the HOA sale was scheduled to occur on 8/15/14 so they had no chance to stop it or
7 to attend and bid; 8) NSM did not go to the HOA sale to make a credit bid and so the property
8 was sold without notice to Tobin or any of the bona fide purchasers whose arms-length, fair
9 market offers servicer NSM had rejected allegedly on behalf of the unidentified beneficiary, 8)
10 NSM did not make a claim for the proceeds of the sale after the sale when Steven Scow had been
11 instructed to interplead them and did not object when Scow did not comply with Red Rock's
12 instructions to interplead the proceeds, 9) On 12/1/14, three months after the sale, NSM recorded
13 the false claim that it (NSM) had BANA's unrecorded, undisclosed power of attorney authorizing
14 NSM to assign BANA's non-existent interest to NSM, 9) On 2/25/19 NSM's employee/agent
15 Mohamed Hameed, either acting as if he were the V-P of BANA, or acting as if he held BANA's
16 undisclosed, unrecorded power of attorney, executed a rescission of NSM's claim that it had
17 acquired its interest in the Hansen 1st deed of trust on 12/1/14, 10) NSM recorded the rescission
18 of its claim to be BANA's successor interest on 3/8/19, a week after the end of discovery. NSM
19 did not disclose the rescission of the only recorded claim NSM had recorded before the end of
20 discovery (2/28/19). NSM disclosed the rescission two weeks after the end of discovery
21 (3/12/19), 11) Minutes after rescinding NSM's claim to be BANA's successor in interest,
22 Mohamed Hameed, executed an assignment of Wells Fargo's non-existent interest to Nationstar,

1 only this time either acting as the V-P of Wells Fargo or acting as NSM had WF's undisclosed,
2 unrecorded power of attorney,

3 III. LEGAL STANDARD AND ARGUMENT

4 **G. The fraud on the court, including an ex parte meeting with Judge Kishner,** 5 **perpetrated by Nationstar's attorneys is grounds for the court awarding Tobin** 6 **the relief, punitive damages and sanctions sought in Tobin's unanswered** 7 **crossclaims.**

8 *Crawford v. State*, 117 Nev. 718, 721 (Nev. 2001) (“Whenever a judge communicates with a party concerning a
9 pending proceeding without notice to the adverse party, an ex parte communication has occurred. Canon 3(B)(7)(a)
of the Nevada Code of Judicial Conduct prohibits a judge from engaging in ex parte communications except where
circumstances require such contact for scheduling and no substantive matters or issues on the merits are discussed”)

10 In the Mtr. of the Amen. of the Nevada Code, Adkt 427, No. ADKT 427, at *16 (Nev. Dec. 17, 2009) (“
Nevada Code of Judicial Conduct Rule 2.9. Ex Parte Communications.

11 (A) A judge shall not initiate, permit, or consider ex parte communications, or consider other communications made
12 to the judge outside the presence of the parties or their lawyers, concerning a pending or impending matter, except
as follows: (1) When circumstances require it, ex parte communication for scheduling, administrative, or emergency
13 purposes, which does not address substantive matters, is permitted, provided: (a) the judge reasonably believes that
no party will gain a procedural, substantive, or tactical advantage as a result of the ex parte communication; and (b)
the judge makes provision promptly to notify all other parties of the substance of the ex parte communication and
gives the parties an opportunity to respond.”)

14 *Attorney Grievance Comm'n of Md. v. Trye*, 444 Md. 201, 223 (Md. Ct. Spec. App. 2015) (“An
15 attorney engages in conduct that is prejudicial to the administration of justice when an attorney
makes repeated misrepresentations to a court or others. *Mixter*, 441 Md. at 526, 109 A.3d
16 1; *Agbaje*, [438 Md. at 717](#), [93 A.3d 262](#) ”)

17 *Attorney Grievance Comm'n of Md. v. Trye*, 444 Md. 201, 225 (Md. Ct. Spec. App.
2015) (“Disbarment is ordinarily the appropriate sanction for intentional dishonest
18 conduct. *Attorney Grievance Comm'n v. Pennington*, [387 Md. 565, 597, 876 A.2d](#)
[642](#) (2005); *Attorney Grievance Comm'n v. Guida*, [391 Md. 33, 56, 891 A.2d 1085](#) (2006). This
19 Court has consistently disbarred attorneys who were found to have engaged in a pattern of
dishonesty or misrepresentation. *See Attorney Grievance Comm'n v. Fader*, [431 Md. 395, 66](#)
20 [A.3d 18](#) (2013) (attorney disbarred after repeatedly making false statements and submitting false
evidence to the court); *Attorney Grievance Comm'n v. Seltzer*, [424 Md. 94, 117–18, 34 A.3d](#)
21 [498](#) (2011) ”)

1 7. Misconduct by Nationstar and its attorneys implicated multiple lapses in professional and
2 ethical conduct:

3 Rule 3.1. Meritorious Claims and Contentions. A lawyer shall not bring or defend a proceeding, or assert or
4 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.

5 Rule 3.3. Candor Toward the Tribunal.

(a) A lawyer shall not knowingly:

6 (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;

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

8 (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.

9 Rule 3.4. Fairness to Opposing Party and Counsel.

A lawyer shall not:

10 (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;

11 TRANSACTIONS WITH PERSONS OTHER THAN CLIENTS

12 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

13 (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.

[Added; effective May 1, 2006.]

14 Rule 4.4. Respect for Rights of Third Persons.

15 (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.

16 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;

17 (b) Commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer
in other respects;

18 (c) Engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

(d) Engage in conduct that is prejudicial to the administration of justice;

19 (f) Knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct
or other law.

20 ABA Standard 6.1 False Statements, Fraud, and Misrepresentation

21 Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the
following sanctions are generally appropriate in cases involving conduct that is prejudicial to the administration of
justice or that involves dishonesty, fraud, deceit, or misrepresentation to a court:

22 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
23 serious injury to a party, or causes a significant or
potentially significant adverse effect on the legal proceeding.

1 “A lawyer owes a duty of complete candor to the court. *Blackwell v. Department of Offender Rehabilitation*, [807](#)
2 [F.2d 914](#) (11th Cir. 1987)” *Peterson v. BMI Refractories, Inc.*, 938 F. Supp. 767, 773 (N.D. Ala. 1996)

3 A court has the inherent authority to set aside a default judgment based on nonstatutory, equitable grounds "if it has
4 been established that extrinsic factors have prevented one party . . . from presenting his or her case." (*In re Marriage*
5 *of Park* (1980) [27 Cal.3d 337, 342.](#))

6 8. Nationstar was the proximate cause of the foreclosure sale, was not ever the beneficiary
7 or owed the Hansen outstanding debt, and yet chose to file false statements into the court to cheat
8 Tobin out of her property, causing her actual damages of approximately \$750,000.

9 9. All Nationstar’s and BANA’s recorded claims related to the Hansen 1st deed of trust are
10 false claims to title under the definition of NRS 205.395 and NRS 202.377.

11 [7/22/04 Hansen deed of trust](#) All assignments to Hansen’s 1st deed of trust are fraudulent
12 [4/12/12 ASSIGN](#) MERS to BANA by BANA
13 [9/9/14 ASSIGN](#) BANA to Wells Fargo by BANA
14 [12/1/14 ASSIGN](#) BANA to Nationstar by Nationstar
15 [3/8/19 RESCIND](#) 12/1/14 BANA to Nationstar by Nationstar
16 [3/8/19 ASSIGN](#) Wells Fargo to Nationstar by Nationstar
17 [6/3/19 RECONVEY](#) Hansen DOT to Joel Stokes – not to the borrower’s estate - by Nationstar

18 10. In 2018 NSM refused to join Tobin in an MSJ to void the sale in its entirety even though
19 in that scenario both Tobin and NSM preserved whatever rights they had if there had never been
20 a sale.

21 11. On 2/12/19, NSM falsely claimed that the sale was valid to extinguish Tobin's rights, but
22 not to extinguish the Hansen 1st deed of trust. NSM did not have standing, there was no sub-
23 priority portion of the lien on 5/8/13 when Miles Bauer tendered \$825, the PUD Rider Remedies
24 provision prohibits a lender from any recovery of delinquent assessments actually paid other
than to add them to the loan balance with interest at the note rate, NSM would not have been
prejudiced if the HOA sale was voided in its entirety subject to the Hansen deed of trust, but it
would have been required to perform all of the NRS 107 mandated steps of a valid foreclosure

1 before it could confiscate Tobin's property (which is all Tobin had requested that the Court
2 require in her 9/23/16 sword affidavit)

3 12. On 2/20/19 NSM voluntarily dismissed its 1/11/16 quiet title and unjust enrichment
4 claims against Opportunity Homes (who had never answered the NSM's complaint and whose
5 3/8/17 disclaimer of interest had been recorded since 3/31/17.

6 13. On 2/20/19, NSM also stipulated to dismiss whatever claims it alleges to have had against
7 F. Bondurant LLC. NSM filed no claims vs. F. Bondurant LLC, but merely added F. Bondurant
8 LLC to the caption when it filed its 6/2/16 AACC. NSM did not file any claims against F.
9 Bondurant LLC, and there is no record of F. Bondurant LLC ever being served. F. Bondurant
10 LLC did not answer, and F. Bondurant LLC did not file any claims against NSM. Joseph Hong,
11 the attorney for Jimijack and the co-conspirator with Melanie Morgan that met ex parte with
12 Judge Kishner to de-rail Tobin's case, is an undisclosed manager/incorporator/owner of F.
13 Bondurant LLC.

14 14. On 3/12/19 NSM filed an ANEO amending the caption to eliminate any claims it had
15 against the ROEs and DOEs named in its and Jimijack's complaints.

16 15. On 3/21/19 NSM filed a motion for summary judgment for quiet title against Jimijack
17 and dropped its unjust enrichment claim instead of taking default from Jimijack who had never
18 answered NSM's 6/2/16 counterclaim filed when NSM had been granted leave to intervene, but
19 not to substitute for BANA, In the MSJ,

20 16. On 3/22/19 there was a Clerk's notice of hearing of NSM's MSJ to be on 4/23/19.

21 17. Frustrated by her attorney's failure to file an order granting her first amended complaint
22 (11/30/18) that would have removed her as an individual party, clarified Tobin's claims against
23 Nationstar, and added a third-party complaint specifically against Red rock to distribute the
24

1 proceeds and for not filing multiple motions for summary judgment she had prepared for him in
2 2017-2019, Tobin decided to fire her attorney when she got back from her Hawaii vacation on
3 or about 4/16/19. Meanwhile, from Hawaii, she filed a NOTA on 4/9/19 to return to her pro se
4 status. On 4/9/19, 4/10/19, 4/12/19, and 4/17/19 she also filed the notice of completion of the
5 Tobin/Hansen Trust completion of NRS 38.310 mediation, opposition to NSM-Jimijack
6 fraudulent deal, and a reply in support of a joinder to NSM's motion. Tobin did not know until
7 her return not that she did not have a right to represent herself again (She had been a pro se from
8 7/29/16 to 5/24/17) unless her attorney filed a motion for leave to withdraw. T

9 18. On 4/12/19 NSM and Jimijack served notice that they had settled NSM's claims vs.
10 Jimijack (Jimijack had no claims to settle).

11 19. On 4/15/19 Jimijack served NSM-Jimijack ex parte stipulation and order to continue the
12 4/23/19 hearing to 5/7/19 that included a stipulation that Jimijack's time to file an answer to
13 NSM's MSJ to 4/26/19 and served notice of entry of the order on 4/22/19.

14 20. On 4/23/19 with no new Clerk's notice of hearing, Joseph Hong and Melanie Morgan
15 met with Judge Kishner ex parte after the Judge's docket had been changed to include an
16 unnoticed hearing of Nona Tobin's opposition and motion for summary judgment.

17 21. NSM withdrew its MSJ vs Jimijack (that Jimijack never answered) on 4/23/19 after Hong
18 & Morgan had met ex parte with Judge Kishner and convinced her that Nona Tobin had never
19 been granted leave to intervene and therefore all her pro se filing should be stricken from the
20 record unheard.

21 22. Tobin did not know that the hearing continued to 5/7/19 had happened on 4/23/19 in her
22 absence, she filed a motion to vacate the 4/18/19 order that validated the sale subject to the
23 Hansen deed of trust on the grounds of fraud on the court (NRC 60 (b)(3)). The motion to vacate
24

1 was accompanied by another motion for summary judgment. Neither of these were ever heard
2 by Judge Kishner.

3 23. On 4/25/19 at the pre-trial conference, Judge Kishner informed Tobin and counsel of
4 record Joe Coppedge that she had stricken all Tobin's pro se documents earlier that week because
5 she was not allowed to file pro se while represented. She refused to let him make an oral motion
6 to withdraw. Tobin had formally ordered Coppedge in writing to withdraw, but Judge Kishner
7 repeatedly prevented him from withdrawing and even refused to sign Judge Barker's order
8 granting Coppedge's unopposed motion to withdraw.

9 24. On 5/21/19, Judge Kishner held a status check hearing to check the Jimijack-Nationstar
10 ex parte settlement documents which were never served on Tobin.

11 25. Judge Kishner did not inspect the documents that allegedly were an agreement
12 between NSM and Jimijack or she would have seen that neither Jimijack nor Nationstar were
13 parties to the agreement recorded on 5/23/19 which was a \$355,000 deal between non-parties
14 Joel A. Stokes, an individual, and Civic Financial Services, a California LLC.

15 26. On 5/31/19 NSM voluntarily stipulated to dismiss its claims against Jimijack for an
16 unknown consideration as Jimijack had never filed any claims against NSM to settle, Jimijack
17 never had an admissible deed pursuant to NRS 111.345, and Joel A. Stokes, an individual, never
18 had any valid interest in the property.

19 27. On 6/3/19, Judge Kishner refused to accept Tobin's pro se EDCR 2.67 supplement which
20 delineates all the claims, affirmative defenses, and issues of law that Tobin sought to address in
21 the first proceedings, but which were never heard. These were filed on 6/17/19 but were stricken
22 unheard.

23
24

1 28. On 6/3/19, NSM released the lien of the Hansen 1st deed of trust, falsely claiming that
2 non-party NSM dba Mr. Cooper was both the trustee and the beneficiary. NSM reconveyed the
3 property as if the debt had been paid to Joel A. Stokes, an individual, instead of to the estate of
4 the borrower.

5 29. On 6/5/19 Judge Kishner held a show trial allegedly to settle all the quiet title claims, but
6 she excluded all documentary evidence from the proceedings, excluded Tobin as an individual,
7 and did not include Nationstar, Sun city Anthem, Joel A. stokes (who had a worthless deed
8 executed by Jimijack to dump Jimijack's defective deed.

9 30. No parties who had a recorded interest were allowed in the trial and all of Tobin's
10 evidence had been unfairly excluded without consideration and without appeal.

11 31. NSM, Joel A Stokes, Red Rock, Quicken Loan, Brian and Debora Chiesi, and Jimijack
12 all joined together to misrepresent the first proceedings to the court in order to trick her into
13 misapplying the doctrine of claims preclusion in order to dismiss all her claims against all parties
14 with prejudice even though the elements of claims preclusion were not met, and the previous
15 proceedings had been corrupted by the misconduct of the attorneys for all opposing parties.

16 32. Tobin's 6/17/19 motion to intervene as an individual before the trial order came out to
17 prevent Jimijack and NSM from succeeding in their fraud on the court was never heard.

18 33. Tobin's 6/21/19 declaration under penalty of perjury to support the motion to intervene
19 and then later to support the motion for a new trial, and that delineated the fraud of opposing
20 parties, was ignored and then stricken.

21 34. Tobin's 7/22/19 motion for a new trial pursuant to NRCP 54(b) and NRCP
22 59(a)(1)(A)(B)(C)(F) was stricken unheard.

23

24

1 35. Tobin's 7/29/19 motion to dismiss Judge Kishner's orders for her acting outside her
2 jurisdiction by granting relief to Nationstar and Jimijack when they were non-compliant with
3 NRS 38.310 was stricken unheard.

4 Tobin drafted a [Professional Ethics & Discipline Complaint vs. Melanie Morgan](#) that delineates
5 her misconduct that has not yet been submitted to the Ethics and Discipline Panel of the State Bar
6 of Nevada as the Assistant Bar Counsel Phillip J. Pattee rejected Tobin's filed a [Professional](#)
7 [Ethics & Discipline Complaint vs. Joseph Hong](#) and [Professional Ethics & Discipline Complaint](#)
8 [vs. Brittany Wood](#) until this Court makes a findings of fact related to Tobin's allegations of
9 attorney misconduct and fraud on the court.

10 *"A review of the information provided indicates that your grievance involves allegations which should be*
11 *addressed in the appropriate judicial settings. The Office of Bar Counsel and the disciplinary boards of the State*
12 *Bar are not substitutes for the court systems. Therefore, no further action shall be taken in this matter. If a court*
makes written findings which clearly establish attorney misconduct, please re-submit that information for our
reconsideration." [3/4/21 Bar rejection letter](#) by Assistant Bar Counsel Phillip J. Pattee

13 36. Tobin's [Complaint to the Nevada Commission on Judicial Discipline](#) delineates the
14 misconduct of Nationstar's Akerman attorneys in the first proceedings that Tobin alleges
15 constitutes a fraud on the court.

16 [ATTACHMENT 1 NV CODE OF JUDICIAL DISCIPLINE EXCERPTS](#)

17 [ATTACHMENT 2 NCJD OUTLINE OF CLAIMS VS. KISHNER](#)

18 [ATTACHMENT 3 1/28/NCJD COMPLAINT VS. KISHNER](#)

19 [ATTACHMENT 4 UNHEARD MSJ VS. JIMI JACK](#)

20 [ATTACHMENT 5 UNHEARD MSJ VS. ALL](#)

21 [ATTACHMENT 6 EVIDENCE STRICKEN EX PARTE](#)

22 [ATTACHMENT 7 NOTICE OF TOBIN- HANSEN TRUST COMPLETION OF MEDIATION](#)

23 [ATTACHMENT 8 4/14/19 NONA TOBIN DECL VS. NATIONSTAR](#)

24 [ATTACHMENT 9 3/14/19 COMPLAINT TO THE NV ATTORNEY GENERAL](#)

[ATTACHMENT 10 11/10/20 2ND COMPLAINT TO THE NV ATTORNEY GENERAL](#)

[ATTACHMENT 11 EX PARTE MINUTES](#)

[ATTACHMENT 12 EX PARTE TRANSCRIPT](#)

[ATTACHMENT 13 RECORDED FRAUD BY NATIONSTAR](#)

[ATTACHMENT 14 EX PARTE 001-005 KISHNER](#)

[ATTACHMENT 15 OBSTRUCTION OF FORCED LITIGATION](#)

[ATTACHMENT 16 EX PARTE STRICKEN NOT HEARD](#)

1 37. Tobin filed a recommendation to the Commission to hold filing formal public charges
2 against Judge Kishner pending a determination in this case as to the mitigating factors that caused
3 Judge Kishner to violate the canons of judicial ethics. See 3/10/21 [Recommendation to NCJD](#)
4 [to postpone formal charges](#).

5 38. Nationstar's false and inconsistent statements in recorded and filed claims are
6 documented in Tobin's requests for judicial notice and in the complaints and other exhibits.

7
8 *Estate of Adams ex rel. Estate v. Fallini*, 386 P.3d 621, 625 (Nev. 2016) (“[W]hen a judgment is shown to have
9 been procured by fraud upon the court, no worthwhile interest is served in protecting the judgment.” *Id.* at 653, [218](#)
10 [P.3d at 858](#) (internal quotation marks omitted). We have defined a “fraud upon the court” as “only that species of
11 fraud which does, or attempts to, subvert the integrity of the court itself, *or is a fraud perpetrated by officers of the*
12 *court* so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging
13 cases....” *Id.* at 654, [218 P.3d at 858](#) (emphasis added) (internal quotation marks omitted). “An attorney is an officer
14 of the court”; as such, an attorney “owes a duty of loyalty to the court ..., [which] demands integrity and honest
15 dealing with the court.” *Id.* at 654–55, [218 P.3d at 858-59](#) (internal quotation marks omitted). “And when [an
16 attorney] departs from that standard in the conduct of a case [,] he perpetrates fraud upon the court.” *Id.* at 655, [218](#)
17 [P.3d at 859](#) (internal quotation marks omitted). Even then, relief from a judgment based on fraud upon the court is rare
18 and normally “available only to prevent a grave miscarriage of justice.” *United States v. Beggerly*, [524 U.S.](#)
19 [38, 47, 118 S.Ct. 1862, 141 L.Ed.2d 32](#) (1998) ; *see also Bonnell v. Lawrence*, [128 Nev. 394, 400, 282 P.3d 712,](#)
20 [715](#) (2012).”)

21 *Chamblin v. Chamblin*, 55 Nev. 146, 148 (Nev. 1934) (“Fraud is extrinsic or collateral within the meaning of the rule
22 when it is one the effect of which prevents a party from having a trial, or from presenting all of his case to the court,
23 or which operates, not upon the matters pertaining to the judgment itself, but to the manner in which it is procured.
24 15 R.C.L. p. 763; 34 C.J. p. 472, n. 66a.”)

25 *NC-DSH, Inc. v. Garner*, 218 P.3d 853, 9 (Nev. 2009) (“An attorney is an officer of the court. “Where a judgment
26 is obtained by fraud perpetrated by an attorney acting as an officer of the court, the judgment may be attacked for
27 fraud on the court.” *In re Tri- Cran, Inc.*, [98 B.R. 609, 616](#) (Bankr. D. Mass. 1989).”)

28 *NC-DSH, Inc. v. Garner*, 218 P.3d 853, 10 (Nev. 2009) (“*United States v. Throckmorton*, [98 U.S. 61, 66](#) (1878).
29 See *Savage v. Salzmann*, [88 Nev. 193, 195, 495 P.2d 367, 368](#) (1972) (citing *Throckmorton* and noting that fraud
30 on the court involves situations where, as a result of the fraud, a “party is kept away from the court by . . . such
31 conduct as prevents a real trial upon the issues involved”).”)

32 *NC-DSH, Inc. v. Garner*, 218 P.3d 853, 10 (Nev. 2009) (“In addition to his duties to his clients, a lawyer also owes
33 a duty of “loyalty to the court, as an officer thereof, [that] demands integrity and honest dealing with the court. And
34 when he departs from that standard in the conduct of a case he perpetrates fraud upon the court.” *Demjanjuk*, [10](#)
35 [F.3d at 352](#) (citing 7 Moore's Federal Practice, *supra*, § 60.33) (now at 12 Moore's *Federal Practice*, § 60.21[4][a]);”)

36 *Muscelli v. Muscelli*, 96 Nev. 41, 42 (Nev. 1980) (“Extrinsic fraud consists of fraud which prevents the opposing
37 party from knowing its rights or defenses, or from having a fair opportunity to present them at trial. A judgment
38 obtained by extrinsic fraud may later be set aside. *Murphy v. Murphy*, [65 Nev. 264, 193 P.2d 850](#) (1948); *Lauer Et*
39 *Al. v. District Court*, [62 Nev. 78, 140 P.2d 953](#) (1943).”)

40 *NC-DSH, Inc. v. Garner*, 218 P.3d 853, 10 (Nev. 2009) (“Although not present in all fraud on the court cases,
41 attorney involvement in the fraud is a signal characteristic of many. *Demjam'uk*, [10 F.3d at 352](#) (noting that “[c]ases

1 dealing with fraud on the court often turn on whether the improper actions are those of parties alone, or if the
2 attorneys in the case are involved"); Eastern Financing Corp. v. JSC Alchevsk Iron, 258 F.R.D. 76, 85 (S.D.N.Y.
2008) (analyzing Hazel-Atlas, Kupferman, and H.K. Porter Co. in these terms). ”)

3 *Estate of Adams ex rel. Estate v. Fallini*, 386 P.3d 621, 625-26 (Nev. 2016) (“*Smith v. Emery*, 109 Nev. 737,
4 742, 856 P.2d 1386, 1390 (1993) (explaining that "failure to respond to a request for admissions will result in those
5 matters being deemed conclusively established. ... even if the established matters are ultimately untrue" (internal
6 citation omitted)). However, counsel violates his duty of candor to the court when counsel: (1) proffers a material
7 fact that he knew or should have known to be false, *see generally Sierra Glass & Mirror v. Viking Indus., Inc.*, 107
8 Nev. 119, 125–26, 808 P.2d 512, 516 (1991) (providing that counsel committed fraud upon the court "in violation
9 of SCR 172(1)(a) and (d)" when he proffered evidence and omitted pertinent portions of a document to "buttress"
10 his client's argument, and that he "knew or should have known" that the omitted portion was harmful to his client's
11 position); *cf. Seleme v. JP Morgan Chase Bank*, 982 N.E.2d 299, 310–11 (Ind. Ct. App. 2012) (providing that
12 under FRCP 60(b)(3), a party alleging fraud or misrepresentation must demonstrate that "the opposing party knew
13 or should have known from the available information that the representation made was false, and ... the
14 misrepresentation was made with respect to a material fact which would change the trial court's judgment" (internal
15 quotation marks omitted)); and (2) relies upon the admitted false fact to achieve a favorable ruling, *see Kupferman*
16 *v. Consol. Research & Mfg. Corp.*, 459 F.2d 1072, 1078–79 (2d Cir. 1972) (holding that counsel pursuing case
17 with known complete defense could be fraudulent, where defense was unknown to the court, or, apparently,
18 unknown to the defending parties); *see also Conlon v. United States*, 474 F.3d 616, 622 (9th Cir. 2007)
19 ("Admissions are sought, first, to facilitate proof with respect to issues that cannot be eliminated from the case and,
20 second, to narrow the issues by eliminating those that can be. The rule is not to be used ... in the hope that a party's
21 adversary will simply concede essential elements. Rather, the rule seeks to serve two important goals: truth-seeking
22 in litigation and efficiency in dispensing justice." (internal quotation marks and citations omitted)).”)

12 **H. Nationstar and Wells Fargo do not have standing to argue against the**
13 **distribution to Tobin of proceeds in which they have no interest.**

14 39. NSM disclosed it never held the original Hansen 7/15/04 promissory note in NSM 258-
15 260. NSM’s disclosed copy of the Hansen note establishes that there are no endorsements in
16 BANA, Wells Fargo or Nationstar.

17 40. All of the recorded claims found in Tobin’s request for judicial notice filed on 3/15/21
18 related to the Hansen 1st deed of trust, recorded on 7/22/04, are false claims to title under the
19 definition of NRS 205.395.

20 41. As Nationstar dismissed all its claims voluntarily without adjudication, there was no
21 evidentiary hearing to award quiet title to Jimijack. See ATTACHMENT 13 RECORDED
22 FRAUD BY NATIONSTAR and “Nationstar’s evidence was not examined”

23 *Guild, Hagen & Clark, Ltd. v. First National Bank*, 95 Nev. 621, 624 (Nev. 1979) (“In an interpleader action, such
24 as the one prosecuted by appellant on behalf of Jessie Farnham, a party must prove his own entitlement to the fund:

1 "each claimant is treated as a plaintiff and must recover on the strength of his own right or title and not upon the
weakness of his adversary's." Balish v. Farnham, [92 Nev. at 137](#), [546 P.2d at 1300](#)”)

2 "We first hold that each party in a quiet title action has the burden of demonstrating superior title in himself or
herself." *Res. Grp., LLC v. Nev. Ass'n Servs., Inc.* 135 Nev., Adv. Opinion 8

3
4 *Res. Grp., LLC v. Nev. Ass'n Servs., Inc.* 135 Nev., Adv. Opinion 8 (“And because “[a] plea to quiet title does not
require any particular elements, . . . each party must plead and prove his or her own claim to the property in question.”
5 *Chapman v. Deutsche Bank Nat'l Tr. Co.*, 129 Nev. 314, 318, 302 P.3d 1103, 1106 (2013) (internal quotation marks
omitted).”

6
7 **I. Nationstar is judicially estopped from claiming to be the beneficial owner of the**
8 **disputed Hansen deed of trust.**

9 42. Wright, Finley, Zak attorneys Edgar Smith (NV bar #5506) on [1/11/16](#), [4/12/16 DECL](#),
10 [4/12/16](#), [5/10/16](#), [6/2/16](#), [6/3/16](#), [6/10/16](#), [3/27/17 DECL](#) , [3/27/17](#), [11/9/17](#), [2/9/18](#), (Dana
11 Johnson Nitz NV Bar #0050, Michael Kelly NV Bar #10101, Rock K. Jung NV Bar #) aided and
12 abetted mortgage servicing fraud of both Bank of America and Nationstar Mortgage by filing
13 into these quiet title civil actions statements known to be false and disclosing false evidence to
14 falsely claim that Nationstar had some rights to title that did not exist in fact or in law. Rock K.
15 Jung, was formerly with Miles, Bauer, Bergstrom, & Winters LLP, but now with Wright Finley
16 Zak signed letters on at least [4/8/13](#) and [5/8/13](#) that related to Bank of America’s covert tender
17 of \$825, rejected by Red rock, that Nationstar claims justified the sale being valid to extinguish
18 Tobin’s title claims but was invalid to extinguish the Hansen deed of trust. See [5/20/19 DECL](#)
Doug Proudfit.

19 43. Akerman LLP attorneys (Melanie Morgan NV Bar #8215, Karen Whelan NV Bar
20 #10466, Donna Wittig NV Bar #11015). Thera Cooper NV Bar #13468 took over representation
21 of Nationstar on 4/10/18 and filed court documents that contained false statements into the court
22 record on at least these dates: [2/7/19](#), [5/15/18](#), [2/12/19](#), [2/12/19](#), [2/20/19](#), [2/21/19](#), [2/21/19](#),
23 [2/27/19](#), [2/28/19](#), [2/28/19](#), [3/7/19](#), [3/12/19](#), [3/12/19](#), [3/18/19](#), [3/21/19](#), [3/26/19 RTRAN](#), [4/12/19](#),
24

1 [4/15/19](#), [4/19/19](#), [4/23/19](#), [4/23/19 RTRAN](#), [4/25/19 RTRAN](#), [5/3/19](#), [5/21/19 RTRAN](#), [5/29/19](#)
2 [RTRAN](#), [5/31/19](#), [6/24/20](#), [6/25/20](#), [7/1/20](#), [7/22/20](#), [8/11/20](#), [4/9/21](#), and [4/26/21](#).

3 44. Nationstar's claims filed into the court record to be the beneficial owner of the Hansen
4 1st deed of trust have been false, conflicting, and ever changing:

5 45. For example, in its 1/11/16 Complaint vs. Opportunity Homes on page 2, paragraph 8,
6 Nationstar claimed "*On February 4, 2011, a Corporation Assignment if Deed of Trust Nevada*
7 *was recorded conveying to Nationstar the beneficial interest under the deed of Trust.*"

8 46. In fact there was no assignment of the Hansen deed of Trust recorded in 2011, and
9 BANAs 4/12/12 recorded assignment prior to the HOA sale was robo-signed and there is no
10 notary record.

11 47. In footnote 2, instead of showing a 2/4/11 recorded assignment, Nationstar included in
12 exhibit 2, a 12/1/14 recorded assignment from BANA to NSM (despite BANA having transferred
13 its interest, if any, to Wells Fargo on 9/9/14, a month after the sale.

14 48. On page 3, paragraph 12, Nationstar falsely claims that Miles Bauer, BANA's agent
15 delivered the check on behalf of Nationstar. In fact, Miles Bauer's covert tender was fraudulently
16 intended to protect the Hansen deed of trust for BANA who had recorded a robo-signed
17 assignment of the Hansen 1st deed of trust to itself on 4/12/12.

18 49. Note that BANA's 4/12/12 assignment is inadmissible pursuant to NRS 111.345 as there
19 is no notary record of its execution.

20 50. Further, BANA's 4/12/12 claim to be the beneficiary of the Hansen 1st deed of trust is
21 further contradicted by BANA's 10/30/12 letter to the estate of Gordon Hansen that stated Wells
22 Fargo was the noteholder and BANA was the servicing bank and page 2 of a letter Tobin sent to
23
24

1 servicing bank Nationstar on 3/7/14. See [10/30/12 and 3/7/14 letters](#) that were concealed by
2 NSM in the prior proceedings.

3 51. On page 3, paragraph 13, NSM further contradicted itself when it falsely claimed “*The*
4 *HOA and the HOA trustee rejected the funds tendered by Nationstar without legal basis*” when
5 in fact Nationstar had not tendered \$825 on 5/8/13. BANA did covertly tender the \$825
6 delinquent assessments then due, but Nationstar is not BANA’s successor in interest.

7
8
9
10 *Amante v. Bayview Loan Servicing, LLC*, No. 72532, at *3 (Nev. App. Apr. 9, 2018) (“It is true that a party only
11 has standing to foreclose if it is entitled to enforce both the deed of trust and the note.”) See *Edelstein v. Bank of*
12 *N.Y. Mellon*, 128 Nev. 505, 514, 286 P.3d 249, 255 (2012) (“[T]o have standing to foreclose, the current beneficiary
13 of the deed of trust and the current holder of the promissory note must be the same.”)

14 *Marcuse v. Del Webb Communities*, 123 Nev. 278, 287 (Nev. 2007) (“Judicial estoppel applies when the following
15 five criteria are met:

16 “(1) the same party has taken two positions; (2) the positions were taken in judicial or quasi-judicial administrative
17 proceedings; (3) the party was successful in asserting the first position (i.e., the tribunal adopted the position or
18 accepted it as true); (4) the two positions are totally inconsistent; and (5) the first position was not taken as a result
19 of ignorance, fraud, or mistake.”

20 *Marcuse v. Del Webb Communities*, 123 Nev. 278, 287-88 (Nev. 2007) (“thus a court may invoke the doctrine at
21 its own discretion. Nonetheless, we have stated that judicial estoppel should be applied only when “a party's
22 inconsistent position [arises] from intentional wrongdoing or an attempt to obtain an unfair advantage.”)

23 *Res. Grp., LLC v. Nev. Ass'n Servs., Inc.* 135 Nev., Adv. Opinion 8 “While the “burden of proof [in a quiet title
24 action] rests with the plaintiff to prove good title in himself,” *Breliant v. Preferred Equities Corp.*, 112 Nev. 663,
669, 918 P.2d 314, 318 (1996), abrogated on other grounds by *Delgado v. Am. Family Ins. Grp.*, 125 Nev. 564, 570,
217 P.3d 563, 567 (2009), “a plaintiff's right to relief [ultimately] . . . depends on superiority of title,” *W. Sunset*
2050 *Tr. v. Nationstar Mortg., LLC*, 134 Nev., Adv. Op. 47, 420 P.3d 1032, 1034 (2018) (internal quotation marks
omitted).

20 **J. Tobin’s motion for summary judgment must be granted.**

21 52. Neither Nationstar nor Wells Fargo filed a timely joinder to Red Rock’s motion to
22 dismiss Tobin’s counter-claims nor did they refute any of Tobin’s allegations.

23 53. All Tobin’s unopposed 19 affirmative defenses, three causes of action (fraud,
24 racketeering, and conversion/unjust enrichment), and prayer for declaratory relief, punitive

1 damages, and sanctions pursuant to NRCP 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS
2 207.407(1), NRS 42.005 are deemed admitted for lack of objection;

3 54. If the Court chooses to grant NSM an opportunity to show cause why sanctions should
4 not be imposed, the Court must require all statements made to the Court to be under oath as the
5 core issue in this dispute is attorneys utter disregard for their duty of candor to the Court;

6 55. NSM/WF waived their NRCP 12(b)(4) defense of insufficient process as they
7 acknowledged receipt of Tobin's 3/8/21 cross-claim after they were served via the NVefile
8 Odyssey system. NSM/WF acknowledged receipt of Tobin's 3/8/21 cross-claims in its 4/26/21
9 opposition to Tobin's motion to distribute (page 4, lines 1-2).

10 56. Had Tobin taken default instead of filing a motion for summary judgment, there would
11 have been no opportunity for the court to weigh the evidence to determine the appropriateness
12 and level of the damages and sanctions.

13 *Hirji v. State, No. 59629, at *2 (Nev. Nov. 1, 2013)* ("It is well-settled in Nevada that an "[e]ntry of default acts as
14 an admission by the defending party of all material claims made in the complaint." *Estate of LoMastro ex rel.*
15 *LoMastro v. Am. Family Ins. Grp.*, 124 Nev. 1060, 1068, 195 P.3d 339, 345 (2008). When a default judgment is
16 entered and the amount of damages is uncertain, in order to "justify a money judgment, the amount as well as the
17 fact of damage must be proved by substantial evidence." *Kelly Broad. Co. v. Sovereign Broad., Inc.*, 96 Nev. 188,
193-94, 606 P.2d 1089, 1093 (1980), superseded on other grounds by *Countrywide Home Loans, Inc. v.*
Thitchener, 124 Nev. 725, 741-43, 192 P.3d 243, 253-55 (2008). "Substantial evidence is evidence that a reasonable
mind might accept as adequate to support a conclusion." *Countrywide*, 124 Nev. at 739, 192 P.3d at 252 (internal
quotations omitted).")

18 *Breliant v. Preferred Equities Corp.*, 109 Nev. 842, 848 (Nev. 1993) ("[a]verments in a pleading to which a
responsive pleading is required . . . are admitted when not denied in the responsive pleading".)

19 *Whealon v. Sterling*, 121 Nev. 662, 665-66 (Nev. 2005) ("NRCP 8(c) requires that all affirmative defenses be raised
20 in the pleadings, stating in pertinent part, "a party shall set forth affirmatively . . . any other matter constituting an
21 avoidance or affirmative defense." An affirmative defense not raised in the pleadings is ordinarily deemed
22 waived, unless the opposing party is given "reasonable notice and an opportunity to respond." Therefore, "an
affirmative defense can be considered (if not pleaded) if fairness so dictates and prejudice will not follow." The
notice and opportunity to respond requirements may be satisfied if the opposing party is given time to file a response
to a motion to amend the pleadings. Once a responsive pleading is filed, a party may amend its pleading only with
leave of the court.")

23 *Seefeldt v. Griffie, No. 76595-COA, at *3 (Nev. App. Dec. 18, 2019)* ("A party may obtain entry of default [under
24 NRCP 55(a)] against a party that fails to file a responsive pleading within the time mandated. Entry of default acts
as an admission by the defending party of all material claims made in the complaint. Entry of default, therefore,
generally resolves the issues of liability and causation and leaves open only the extent of damages.")

1 Res. Grp., LLC v. Nev. Ass'n Servs., Inc., 437 P.3d 154, 159 n.5 (Nev. 2019) ("A party waives an affirmative
2 defense where the "party fails to raise the affirmative defense in any pleadings or any other papers filed with the
3 court, including its answer, pretrial statement, or post-trial brief." City of Boulder City v. Boulder Excavating,
Inc., 124 Nev. 749, 755 n.12, 191 P.3d 1175, 1179 n.12 (2008) (internal quotation marks omitted). ")

4 **K. The PUD Rider Remedies Provision**

5 57. Nationstar was the proximate cause of the foreclosure, circumvented the PUD Rider to
6 steal Tobin's property, and lied to the court to cover it up.

7 58. Nationstar's 2/12/19 joinder was filed for an improper purpose, i.e., to circumvent the
8 restrictions of the PUD rider Remedies provision and lying about being the beneficial owner of
9 the Hansen 1st deed of trust.

10 59. Nationstar presented no affidavits or any documentary proof to support its claim that the
11 HOA conducted a valid sale on the sub-priority portion of the lien.

12 60. In fact, there was no sub-priority portion of the lien when the Miles Bauer tender was
13 made on 5/8/13 as only \$825, nine months of assessments were then delinquent.

14 61. Further, the Miles Bauer tender of \$825 was, according to the terms of the Hansen deed
15 of trust, made on behalf of the Borrower, or in this case, the borrower's estate.

16 62. The PUD Rider remedies section gives the lender, any lender, a single remedy when it
17 pays delinquent assessments, and that is to add the amount paid to the outstanding balance of the
18 loan with interest at the note rate.

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

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Initials: TSK
MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3100 1/01
© 1999-2002 Online Documents, Inc. Page 2 of 3 FS150RLU 0205
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63. There is no legal authority for Nationstar to turn the tender of delinquent assessments *by any lender* into a de facto foreclosure without foreclosing. See 4:52-minute VIDEO "[How lenders cheat owners out of their houses](#)"

64. Further, Nationstar's intention to inflict harm on Tobin is obvious. Tobin stated in her [9/23/16 sworn affidavit](#) that she was joining Nationstar to void the sale in its entirety to return each of them to their respective positions as if the sale had never happened.

65. In 2018, Nationstar refused to join Tobin and the Hansen Trust in a motion for summary judgment against the HOA when both tobins' rights and the Hansen 1st deed of trust would have been preserved.

66. Nationstar's *mens rea* is obvious: it knew it could not foreclose on Tobin because she has all the records that prove Nationstar had no standing to foreclose.

IV. CONCLUSION

Nona Tobin respectfully moves the Court to disregard Nationstar's and Wells Fargo's opposition to Tobin's motion to distribute the proceeds in its entirety as they do not have

1 standing to oppose distribution of proceeds in which they have no interest as they are judicially
2 estopped from claiming to be the beneficial owner of the Hansen 1st deed of trust.

3 The Court must grant Tobin’s motion for summary judgment and petition for
4 declaratory relief, punitive damages, and sanctions pursuant to NRCP 11(b)(1)(2)(3) and/or (4),
5 NRS 18.010(2), NRS 207.407(1), NRS 42.005 in its entirety as both Nationstar and Wells Fargo
6 admitted all material allegations by their failure to timely dispute Tobin’s allegations of
7 Nationstar’s obstruction of justice and fraud upon the court.

8 Nationstar was the proximate cause of the foreclosure sale, circumvented the PUD Rider
9 Remedies provision and lied to cover up its fraudulent theft of Tobin’s property. The Court must
10 not grant Nationstar’s untimely joinder to Red Rock’s motion to dismiss Tobin’s claims. For the
11 third Nevada court in five years of litigation to refuse to make an evidence-based decision would
12 result in a huge miscarriage of justice and would enable, and embolden, Nationstar and its
13 unscrupulous attorneys to disregard professional ethics with impunity.

14 Nona Tobin respectfully moves the Court to approve findings of fact and conclusions of
15 law to assist the Nevada Commission on Judicial Discipline to accurately apportion culpability in
16 Judge Kishner’s case based on the mitigating factor of attorney misconduct and to support the
17 imposition of sanctions for fraud on the court on attorneys by the Ethics & Discipline Panel of
18 the State Bar of Nevada.

19 

20 NONA TOBIN, AN INDIVIDUAL
21 2664 Olivia Heights Ave.
22 Henderson NV 89052
23 Office: (702) 465-2199
24 nonatobin@gmail.com
In propria persona

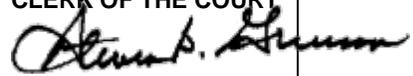
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CERTIFICATE OF SERVICE

I, NONA TOBIN, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this the 4th day of May 2021, I served via the Clark County electronic filing system a true and correct copy of the foregoing NONA TOBIN'S REPLY TO NATIONSTAR'S 7 WELLS FARGO'S OPPOSITION TO TOBIN'S MOTION TO DISTRIBUTE PROCEEDS AND TO THEIR UNTIMELY JOINDER TO RED ROCK'S MOTION TO DISMISS AND TOBIN'S REPLY TO SUPPORT TOBIN'S MOTION FOR SUMMARY JUDGMENT VS. NATIONSTAR & WELLS FARGO to all parties listed in the Odyssey eFileNV service contact list in case A-21-828840-C.



Nona Tobin



1 **RPLY**

2 NONA TOBIN, AN INDIVIDUAL
3 2664 Olivia Heights Ave.
4 Henderson NV 89052
5 Office: (702) 465-2199
6 nonatobin@gmail.com

7 *In propria persona*

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

10 RED ROCK FINANCIAL SERVICES,

11 Plaintiff,

12 vs.

13 NONA TOBIN, an Individual, and as
14 Trustee of the GORDON B. HANSEN
15 TRUST, dated 8/22/08; REPUBLIC
16 SERVICES, INC. a Nevada
17 Corporation; WELLS FARGO, N.A.; a
18 national banking association;
19 NATIONSTAR MORTGAGE, LLC, a
20 Delaware company; and DOES 1-100;

21 Defendants.

22 _____
23 NONA TOBIN, an Individual,
24 Counter-Claimant,

vs.

RED ROCK FINANCIAL SERVICES;
Counter-Defendant

NONA TOBIN, an Individual,
Cross-Claimant,

vs.

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

_____ Cross-Defendants

Case No.: A-21-828840-C

Department: XXXI

JURY TRIAL DEMANDED

NONA TOBIN'S REPLY TO RED ROCK'S
JOINDER TO NATIONSTAR'S & WELLS
FARGO'S OPPOSITION TO TOBIN'S
MOTION TO DISTRIBUTE PROCEEDS

HEARING: MAY 18, 2021
10:00 A.M.

1 Comes now, DEFENDANT, CROSS-CLAIMANT, COUNTER-CLAIMANT NONA
2 TOBIN, an individual, in proper person, hereby files her NONA TOBIN'S REPLY TO RED
3 ROCK'S JOINDER TO NATIONSTAR'S & WELLS FARGO'S OPPOSITION TO TOBIN'S
4 MOTION TO DISTRIBUTE PROCEEDS. This reply is based on the memorandum of points
5 and authorities, the pleadings and papers on file in this case and any oral arguments made at
6 the time of the hearing.

7
8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9 **I. INTRODUCTION**

10 Red Rock's joinder to Nationstar's and (allegedly) Wells Fargo's opposition to Nona
11 Tobin's motion to distribute is unwarranted harassment and yet another attempt by Steven Scow
12 to evade judicial scrutiny of his personal complicity in the fraud in the conduct of the sale, his
13 unlawful retention of the proceeds that Red Rock instructed him to interplead on 8/28/14, and in
14 the fraud on the court to cover up wrongdoing by his co-conspirators.

15 **A. Red Rock's joinder in Nationstar's (NSM's) and Wells Fargo's opposition
distribution of the proceeds is improper.**

- 16 1. Steven Scow had no legal authority to hold the funds at all in any account.
17 2. NRS 116.31164(3)(2013) mandates distribution after the sale in a proscribed order as a
18 ministerial, non-discretionary duty.
19 3. Red Rock agent Christie Marling routinely instructed Steven Scow to interplead the
20 proceeds immediately after the sale, and Scow routinely has failed to distribute them as required
21 by law. See [RRFS 047 and RRFS 048](#) – the \$57,282.32 check dated 8/21/14 and Christie
22 Marling's 8/28/14 memo to Steven Scow.

1 4. Sun City Anthem bylaws prohibit any assessments that are collected on its behalf to be
2 deposited in a bank account under the sole and exclusive control and signatories of the SCA Board
3 of Directors, but Steven Scow has retained the proceeds of at least twelve 2014 SCA foreclosures
4 without any audit or control by the HOA Board. See [annotated SCA bylaws](#) 3.18-3.20.

5 5. It is unknown who the partners are in Red Rock Financial Services (EIN 88-0358132) that
6 contracted with Sun city Anthem on 4/12/27 to collect assessments.

7 6. Steven Scow withheld the 4/27/12 Red Rock-Sun City Anthem debt collection contract in
8 response to Tobin's 2/4/19 subpoena and so it is unknown who Steven Scow alleges is the
9 beneficiary of the funds Scow collected for the benefit of Sun City Anthem but has failed to
10 distribute.

11 **B. Steven Scow's unlawful and unfair retention of the proceeds damaged Tobin**
12 **and Republic Services**

13 7. If Steven Scow had distributed the proceeds after the sale, all Defendants – Republic
14 Services, Nationstar, Nona Tobin as an individual, Nona Tobin as the trustee of the Gordon B.
15 Hansen Trust, dated 8/22/08 and Wells Fargo - would have had an equal opportunity to assert a
16 claim for all or a portion of them. If there was more than one claim, each party would have to
17 produce evidence to support their claim to be entitled to the proceeds. By failing to distribute the
18 proceeds between 2014 - 2017, Steven Scow damaged several of the defendants.

19 8. Republic Services has been damaged every time Steven Scow failed to distribute the
20 proceeds before the three-year statute of limitations on its statutory liens had run.

21 9. Republic Services filed a disclaimer of interest into this interpleader action because it had
22 released its aged-out 9/23/13 and 5/6/14 liens on 3/30/17.

23 10. Upon information and belief, Steven Scow has failed to distribute the proceeds of
24 hundreds, if not thousands, of HOA foreclosures conducted by Red Rock.

1 11. In every case in which Republic Services' garbage lien has expired, Republic Services
2 will have been cheated out of money that rightfully belongs to it without Steven Scow having any
3 accountability.

4 12. Since Steven Scow maintains these undistributed sale proceeds in an unauthorized,
5 unsupervised and unaudited account in trust for an unknown beneficiary, it is impossible to tell
6 where the money goes and who benefits thereby.

7 **C. Steven Scow's unlawful and unfair retention of the proceeds damaged Nona**
8 **Tobin and Steven Hansen who were co-beneficiaries of the Hansen Estate**

9
10 13. Had Steven Scow filed this complaint for interpleader in September 2014, Nona Tobin as
11 trustee would have filed a claim and could have proffered evidence to the Court that established
12 that the Hansen Estate had a valid claim superior to Nationstar's or Wells Fargo's.

13 14. If no one else made a claim, or if Tobin's evidence convinced the Court, trustee Tobin
14 would have distributed the proceeds to the beneficiaries and this entire five years of litigation
15 would have been avoided.

16 **D. The unlawful and unfair retention of the proceeds damaged Nona Tobin as an**
17 **individual**

18 15. Trustee Nona Tobin closed the insolvent Gordon B. Hansen Trust, dated 8/22/08, on
19 3/28/17 after Steve Hansen disclaimed all interest and she was the sole beneficiary.

20 16. All the attorneys knew that the Hansen Trust ceased to exist in 2017, but they have
21 conspired to create a false narrative in order to deprive Tobin of her rights to represent herself
22 and to protect her property.

23 **E. Nationstar is judicially estopped from claiming that either Nationstar or Wells**
24 **Fargo is the beneficiary of the Hansen 1st deed of trust**

1 17. Nationstar would have had to identify the beneficiary to assert a claim for the proceeds,
2 (See [12 CFR 1026.39 as amended 12/31/13](#)) which, upon information and belief, it could not do.

3 18. Before the sale, Nationstar did not claim to be the beneficiary, but it would not identify
4 the beneficiary who was responsible for refusing to allow Tobin to sell the property at fair market
5 value. See Tobin 7/30/14 email to Leidy.

6
7 **Nona Tobin** <nonatobin@gmail.com>
To: Craig Leidy <cleidy21@aol.com>

Wed, Jul 30, 2014 at 1:54 PM

I want them to tell me who the beneficiary is before i do anything else.

8
9 And i want them to produce a document that show that they notified me that the beneficiary changed
from Wells Fargo who was listed in the last legal notice I received as being the only entity that had
the legal right to foreclose for failure to satisfy the note. If he is anonymous, how do i know he has
any legal right to demand payment of any kind of the promissory note.

10 I am sick of being dicked around by this guy.

11 Nona
[Quoted text hidden]

12
13 19. To claim the proceeds on behalf of the last identified beneficiary (See BANA's 10/30/12
14 letter to the Hansen Estate) Nationstar would have had to produce evidence to prove that Wells
15 Fargo was the beneficiary and noteholder of the Hansen deed of trust in order to assert Wells
16 Fargo's superiority of interest, but it could not, and would not, do this.

17 20. In fact, on 12/1/14, Nationstar recorded a claim without a recorded power of attorney,
18 claiming to be BANA's attorney-in-fact to assign BANA's non-existent interest to itself. (See
19 [NSM 180-181 annotated 12/1/14 assignment](#).)

20 21. On 1/22/15, Nationstar recorded a [Request for notice](#) that contradicted its 12/1/14 claim
21 to have been assigned BANA's interest in the Hansen 1st deed of trust.

22 22. In its 1/11/16 complaint, Nationstar contradicted itself multiple times within that single
23 document as to how, when and from who it acquired its interest in the Hansen 1st deed of trust.

1 23. Nationstar's claims changed multiple other times in its court filings, documented in
2 Tobin's Requests for judicial notice, but too numerous to address here, but on 3/8/19 Nationstar
3 rescinded its 12/1/14 claim to be the beneficial owner of the Hansen DOT (see [annotated NSM](#)
4 [412-413.](#)) and recorded a new claim saying that Wells Fargo assigned its nonexistent interest to
5 Nationstar.)See annotated [NSM 412-413.](#))

6 24. Wells Fargo never asserted a claim on its own to have any interest in the first deed of trust.

7 25. Wells Fargo did have a legitimate claim to the 2nd DOT, but it forgave the \$15,000 balance
8 in 2012 and issued a 1099-C cancellation of debt on which Tobin paid \$660 tax. On 3/12/15,
9 Wells Fargo recorded a reconveyance and released the lien of the 2nd DOT that it had failed to do
10 in 2012.

11 26. Nationstar's attorneys knew that Nona Tobin's evidence in 2014 was sufficient to
12 completely refute either lender's claims and so Nationstar would not have made a claim.

13 **F. Neither Red Rock nor Steven Scow have standing to advise the Court that the**
14 **funds should not be distributed to Nona Tobin as the sole claimant.**

15 27. Red Rock was at least negligent in not following up to ensure that Steven Scow distributed
16 the proceeds in 2014 as instructed.

17 28. Steven Scow has no legal authority to fail to distribute the proceeds according to the
18 statute.

19 29. Red Rock's and/or Steven Scow's refusal to distribute the proceeds to Tobin unless she
20 drops her claims of fraud, racketeering, and conversion and petition for sanctions and punitive
21 damages is a form of extortion.

22 30. Red Rock and/or Steven Scow's joining with Nationstar smacks of conspiracy as
23 Akerman/ Melanie Morgan made the same threat to preserve the right to assert a claim on behalf
24

1 of Nationstar or Wells Fargo unless Tobin dropped her claims of fraud, racketeering, and
2 conversion against her clients.

3 31. Given that Steven Scow has unlawfully retained the proceeds for over six years, and there
4 is only one party who has filed a claim, his motives to try to prevent the distribution to Tobin now
5 are suspect.

6 **G. Steven Scow's claim that Red Rock didn't know about Tobin's attempts to**
7 **claim the proceeds is disingenuous and otherwise a complete fabrication.**

8 32. Nona Tobin documented her attempt to make a claim for the proceeds in 2014 in a
9 [10/13/14 email](#) to her Berkshire Hathaway listing agent, Craig Leidy,

10 Sent: Mon, Oct 13, 2014 12:08 pm

- 11 1. What is the status of Nationstar and what do you know of their expectations to
12 make any claims on the money that has been interpleaded with District Court?

13 I'm enumerating these questions so you will answer each of them specifically. I'm feeling like you
14 dropped me like a hot potato after helping Tom Lucas, a Berkshire Hathaway agent, to become the
15 beneficiary of a giant windfall. When I didn't hear from you, I spoke with Red Rock Financial and
16 to a couple of real estate attorneys, and I am pretty dissatisfied with the manner in which the
17 interests of the Trust were handled by Berkshire Hathaway.

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

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

I am also concerned about the notices that Red Rock sent Berkshire Hathaway regarding the sale that
was actually held. You always told me that foreclosure was no problem, that they always delayed
these types of HOA delinquency sales when a short sale was pending. I never knew anything about a
sale actually happening until it was done and you were working with the guy that bought it.

1 **H. Tobin attempted to get the funds distributed by an unjust enrichment claim in**
2 **her [1/17/31 CRCM](#) but five of the six causes of action, including distribution,**
3 **were never heard due to misconduct of the attorneys.**

4 33. Exhibit 22 of Tobin's unanswered 3/8/21 AACC contains excerpts of her unheard 1/31/21
5 claim that are quoted here:

6 **Exhibit 22 – Excerpts from [1/31/17 cross-claim vs. HOA](#) and its agents that Red Rock claim was fully and**
7 **fairly litigated on the merits without naming Red Rock**

8 Tobin AACC Exhibit 22 contains the [1/31/17 cross-claim vs. HOA](#) parties pg 2-3, 5th cause of action unjust
9 enrichment (pgs 18-19), statement of facts (pgs 5-9)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 97. That HOA AGENTS unjustly and covertly failed to distribute the \$63,100 proceeds of the sale as mandated by
21 2013 NRS 116.31164 (3)(c), in that:

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

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

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

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

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

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

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

9 **I. All attorneys obstructed Tobin's good faith attempt to mediate her claim to**
10 **distribute the proceeds or to get a second district court to hear her claim**

11 34. On 11/13/18 Steven Scow allegedly attended NRS 38 mediation on behalf of the
12 partnership Red Rock and the NRS 649 debt collection licensee, FirstService Residential (FSR).

13 35. Named respondents, Joel Just and Steven Parker, did not appear.

14 36. Scow and the Lipson Neilson attorneys prevented the process from functioning by
15 stonewalling and not acting in good faith.

16 37. Attorneys got Tobin's 4/9/19 Notice of Tobin and Hansen Trust's Completion of
17 mediation, filed on 4/9/19, 4/12/19, and 7/26/19 stricken from the record unheard by
18 misrepresenting Tobin's standing to file documents as a pro se.

19 38. Tobin's 7/29/19 motion to dismiss Judge Kishner's orders for lack of jurisdiction as no
20 prevailing parties participated in mediation at all, let alone in good faith.

21 **J. Nationstar refused to join Tobin in an MSJ to void the sale in its entirety and**
22 **can't now claim that Tobin's attempt to get the proceeds is "premature"**

23 39. In 9/23/16, Nona Tobin filed a [sworn affidavit](#) into the Nationstar vs. Opportunity Homes
24 case to support her 7/29/16 1st motion to intervene in which she stated that she wanted to join

1 Nationstar in voiding the defective HOA sale so they each could be returned to their respective
2 positions as if the sale had never happened.

3 40. If that had happened, there would have been no interpleader required because the Hansen
4 1st deed of trust would not have been extinguished and Nationstar could have tried to foreclose
5 on the Hansen 1st deed of trust.

6 41. Upon information and belief, Nationstar knew that Nona Tobin knew, and could prove,
7 that Nationstar, BANA, and Wells Fargo did not have standing to foreclose on the Hansen 1st
8 DOT.

9 42. Nationstar filed its duplicitous 2/12/19 joinder to the HOA's MSJ for the corrupt purpose
10 of evading the foreclosure notice and due process requirement of NRS 107 to effectively foreclose
11 on a promissory note it did not possess, for a \$389,000 debt it was not owed, and a deed of trust
12 it did not own.

13 **K. Whatever accounts Steven Scow has used to stash the proceeds of HOA**
14 **foreclosures should be subject to audit.**

15 43. What has happened to the proceeds of sales where Steven Scow does not distribute the
16 proceeds according to the statute and no one makes a claim

17 44. Steven Scow knows that the Red Rock foreclosure file he produced in response to Tobin's
18 2/4/19 subpoena had been altered and was incomplete, inaccurate and sometimes falsified. See
19 "[Red Rock foreclosure file is false, falsified & fraudulent](#)".

20 45. Steven Scow knows that the sale was conducted without notice to any party with a known
21 interest, without proper authorization by the HOA board, and more importantly, after Red Rock
22 rejected two super-priority tenders, i.e., 5/9/13 \$825 from Miles Bauer's Rock k. Jung, and
23 5/28/14 from Nationstar's negotiator Veronica Duran.

24

1 46. Steven Scow knows that Red Rock's records have been doctored to conceal how Red
2 Rock concealed the 5/28/14 NSM \$1100 offer made to close the 5/8/14 auction.com sale from
3 the HOA Board, Tobin and her agent.

4 47. Steven Scow knows that an HOA sale is void if the debt collector rejects a super-priority
5 tender that the sale will be voided by the Court.

6 48. Steven Scow is familiar with the Akerman strategy to ignore the limitations of the
7 Remedies provision of the Planned Unit Development Rider.

8 49. Steven Scow knows that neither bank in this case has standing to oppose the distribution
9 of proceeds in which they do not have any interest and are judicially estopped from claiming that
10 either of them held an interest in the Hansen deed of trust.

11 50. Steven Scow knows that Nationstar concealed its 5/28/14 offer in order to prevent the sale
12 from being voided in its entirety which would have left Nationstar with having to foreclose on
13 Tobin, and further that this exemplifies a corrupt practice of other lenders.

14 51. There is reason to suspect that a quid pro quo exists to support keeping each other's
15 secrets, i.e., a lender uses the tender of delinquent assessments as a means to avoid complying
16 with the anti-foreclosure fraud requirements of NRS 107, as amended by AB 284 (2011) and then
17 the lender doesn't make a claim for the proceeds and Red Rock/Steven Scow keep quiet about
18 the bank's fraud, don't file for interpleader, and keep the proceeds.

19 **L. Tobin attempted to get the proceeds distributed on 8/7/19 in A-19-799890-C**

20 52. On 8/7/19 Tobin filed a pro se complaint that included as the third claim for Relief: Unjust
21 Enrichment, See [8/7/19 Tobin complaint](#), unjust enrichment claim page 20

22 107. RRFS and/or Scow & Koch have unjustly profited from the retention and total proprietary control over of
23 \$57,282 undistributed proceeds of the sale and they should not be permitted to further profit by failing to pay interest
24 or by charging unnecessary fees to distribute according to the mandates of NRS 116.31164;

1 53. On 6/3/20 Tobin's attorney John Thomson filed the 1st amended complaint that included
2 as the second cause of action: Unjust Enrichment/Equity against Chiesi's, Stokes', Jimijack, Red
3 Rock Financial Services and Nationstar on page 17:

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

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

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

9 54. Tobin's attempt to disgorge unjust profits from multiple undeserving parties was thwarted
10 by Red Rock's 6/23/20 motion to dismiss Tobin's 6/3/20 1st amended complaint, and all the
11 joinders thereto, that succeeded in dismissing with prejudice all Tobin's claims against all parties
12 on the bogus grounds of claims preclusion.

13 55. Tobin is now paying attorney John Thomson to handle three appeals related to A-19-
14 799890-C (82094, 82234, and 82294).

15 56. Tobin is handling this interpleader as a pro se because her attorney was not available for
16 one more case.

17 57. Tobin alleges that Red Rock/Steven Scow filed this belated interpleader action in bad faith
18 in a corrupt attempt to render those appeals moot.

19 **II. CONCLUSION**

20 Nona Tobin respectfully moves the Court to reject Red Rock's joinder to Nationstar's
21 and Wells Fargo's opposition to Tobin's motion to distribute the proceeds in its entirety as
22 without merit. Red Rock instructed Steven Scow on 8/28/14 to interplead the proceeds
23 immediately after the sale as mandated by NRS 116.311064(3), but he failed to do so.

1 Further, Steven Scow acted outside his legal authority to retain the proceeds of this sale,
2 and a dozen other Sun City Anthem 2014 foreclosures, in an unauthorized, unsupervised,
3 unaudited personal account, allegedly in trust for the wrong, unidentified client.

4 Steven Scow has been complicit with Nationstar in its attempt to confiscate Tobin's
5 property without NSM meeting the foreclosure requirements of NRS 107.

6
7 

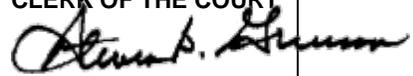
8 NONA TOBIN, AN INDIVIDUAL
9 2664 Olivia Heights Ave.
10 Henderson NV 89052
11 Office: (702) 465-2199
12 nonatobin@gmail.com
13 *In propria persona*

14 CERTIFICATE OF SERVICE

15 I, NONA TOBIN, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this the
16 9th day of May 2021, I served via the Clark County electronic filing system a true and
17 correct copy of the foregoing NONA TOBIN'S REPLY TO RED ROCK'S JOINDER TO
18 NATIONSTAR'S & WELLS FARGO'S OPPOSITION TO TOBIN'S MOTION TO
19 DISTRIBUTE PROCEEDS to all parties listed in the Odyssey eFileNV service contact list in
20 case A-21-828840-C.

21 

22 Nona Tobin



1 **RPLY**

2 NONA TOBIN, AN INDIVIDUAL
3 2664 Olivia Heights Ave.
4 Henderson NV 89052
5 Office: (702) 465-2199
6 nonatobin@gmail.com

7 *In propria persona*

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

10 RED ROCK FINANCIAL SERVICES,

11 Plaintiff,

12 vs.

13 NONA TOBIN, an Individual, and as
14 Trustee of the GORDON B. HANSEN
15 TRUST, dated 8/22/08; REPUBLIC
16 SERVICES, INC. a Nevada
17 Corporation; WELLS FARGO, N.A.; a
18 national banking association;
19 NATIONSTAR MORTGAGE, LLC, a
20 Delaware company; and DOES 1-100;

21 Defendants.

22 NONA TOBIN, an Individual,
23 Counter-Claimant,

24 vs.

RED ROCK FINANCIAL SERVICES;
Counter-Defendant

NONA TOBIN, an Individual,
Cross-Claimant,

vs.

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

Cross-Defendants

Case No.: A-21-828840-C

Department: XXXI

JURY TRIAL DEMANDED

NONA TOBIN'S REPLY TO RED ROCK
FINANCIAL SERVICES' OPPOSITION TO
TOBIN'S MOTION FOR SUMMARY
JUDGMENT VS. RED ROCK FINANCIAL
SERVICES AND NATIONSTAR/WELLS
FARGO JOINDER THERETO AND
TOBIN'S MOTION TO AMEND THIRD
PARTY COMPLAINT TO ADD PARTIES &
CLAIMS PRIOR TO SERVICE

HEARING: MAY 18, 2021
10:00 A.M.

1 Comes now, Defendant NONA TOBIN, an individual, in proper person, hereby files her
2 NONA TOBIN'S REPLY TO RED ROCK FINANCIAL SERVICES' OPPOSITION TO
3 TOBIN'S MOTION FOR SUMMARY JUDGMENT VS. RED ROCK FINANCIAL SERVICES
4 AND NATIONSTAR/WELLS FARGO JOINDER THERETO AND MOTION TO AMEND
5 THIRD PARTY COMPLAINT TO ADD PARTIES & CLAIMS PRIOR TO SERVICE

6 . This opposition is based on the memorandum of points and authorities, the pleadings and
7 papers on file in this case and any oral arguments made at the time of the hearing.

8
9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 **I. INTRODUCTION**

11 This final reply will summarize the court record in terms of what the Court is being asked
12 to do by the Plaintiff, counterclaimant or cross-claimant and what objections have been raised by
13 defendants, counter-defendant and cross-defendants and replies to those objections.

14 The central issue is whether Nona Tobin has a right to assert these claims and whether this
15 court has the jurisdiction and the duty to hear her claims on their merits and render decisions
16 based on the evidence.

17 Secondly, Tobin requests leave of the court to amend prior to service the third-party
18 complaint filed on 3/22/21 to add defendants and add claims to include harassment, retaliation,
19 and usurpation of corporate authority.

20 Finally, Tobin files a declaration under penalty of perjury in support of her motions that
21 delineates her standing, personal experience and qualifications for asserting these claims as well
22 as actual damages sustained.

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II. STATEMENT OF FACTS

A. Nona Tobin & the Hansen Trust claims in A-15-720032-C/A-16-730078-C

1. Previous claims have been filed by Nona Tobin in two capacities – as an individual and as trustee of the Gordon B. Hansen Trust, dated 8/22/08, into consolidated cases A-15-720032-C and A-16-730078-C, and they were disposed of in the following manner:

2. Judge Kishner conducted no evidentiary hearings and excluded all documentary evidence from trial. See two Tobin declarations under penalty of perjury, filed [6/21/19](#), but stricken unheard because it was filed by Tobin as a pro se.

3. NRS 40.110 requires an evidentiary hearing to adjudicate quiet title claims.

4. [Nona Tobin's Answer to Plaintiffs \(Jimijack's\)](#) 6/16/15 Nona Tobin filed on behalf of Nona Tobin, an individual and as trustee of the Gordon B. Hansen Trust, dated 8/22/08. The Tobin/Hansen Trust Complaint, Affirmative Defenses and Counterclaim with four causes of action Quiet Title and Equitable Relief, Fraudulent Re-conveyance, Unjust Enrichment, and Preliminary and Permanent Injunctions vs. Joel A. & Sandra F. Stokes, as trustees of Jimijack Irrevocable Trust, were never heard or adjudicated on their merits. All Tobin/Hansen Trust claims vs. Jimijack were denied unheard on the grounds of claims preclusion. Judge Kishner ruled that her [4/18/19 order](#) that granted the HOA partial-MSJ as to the quiet title claim of the Hansen Trust and Nationstar's limited joinder thereto, precluded all Tobin/Hansen claims vs. any and all current and future defendants. Judge Kishner excluded all documentary evidence from the trial, excluded Tobin as an individual and all her four causes of action from the trial. Despite Judge Kishner's own denial at the [3/26/19](#) hearing of Jimijack's oral motion to join the HOA's motion for summary judgment, she in effect granted the motion to join retroactively by allowing the HOA partial MSJ as to one claim of one Tobin party to have a preclusive effect against any and all claims of both Tobin parties against any and all present and future parties.

1 Judge Kishner never ruled on Tobin's claim that Jimijack's deed was inadmissible per NRS
2 111.345 as fraught with notarial errors and violations and legally insufficient to hold or transfer
3 title. Due to this ruling, Tobin's claims in the second proceeding to cancel instruments recorded
4 on 5/1/19, 12/27/19 as subsequent transfers of Jimijack's defective title claims were the fruit of
5 the poison tree, were dismissed unheard with prejudice.

6 5. [Nona Tobin's Crossclaim for Quiet Title](#) (1/31/17) was filed against Sun City Anthem
7 Community Association, Inc. (HOA) & DOEs & ROEs by Tobin/Hansen Trust. It was not filed
8 solely by the Hansen Trust as opposing parties persistently misrepresent what Nona Tobin filed
9 as a pro se. The Tobin/Hansen Trust CRCM sought to join Nationstar to void the defective sale,
10 subject to the Hansen 1st deed of trust. The CRCM had six causes of action against the HOA,
11 DOEs & ROEs for conduct of the HOA's difficult-to-identify agents (See Exhibit 22 of 3/8/21
12 AACC pages 2-3, 1/31/17 CRCM PARTIES for explanation): Quiet title & Equitable Relief
13 (statutory noncompliance), Failure to provide due process. Five of the Hansen Trust's six COAs
14 were not adjudicated at the trial from which emanated the final [6/24/19 judgment](#). Due to the
15 misrepresentations of the court record by respondents in appeal 79295, the Court of Appeals
16 rules on the erroneous belief that Tobin had stipulated to dismiss five of the six causes of action
17 when in fact Nationstar, Jimijack and Sun City Anthem obstructed those claims from being heard
18 by Judge Kishner's striking the Tobin/Hansen notices of completion of mediation from the court
19 record because they were filed by Tobin as a pro se. See filed, but stricken [4/9/19](#), [4/12/19](#) and
20 [7/26/19](#) Notices of Completion of mediation and stricken [7/29/19](#) motion to dismiss [4/18/19](#),
21 [5/31/19](#) and [6/24/19](#) orders as outside Judge Kishner's jurisdiction to grant request relief to
22 Plaintiffs Jimijack and Nationstar pursuant to NRS 38.310(2).

1 6. [Nona Tobin's Crossclaim Against Yuen K. Lee](#) d/b/a F. Bondurant, LLC and [Nona](#)
2 [Tobin's Crossclaim Against Thomas Lucas](#) D/B/A Opportunity Homes, LLC will not be
3 discussed here to simplify.

4 **B. Nationstar's claims were voluntarily dismissed without adjudication or judicial**
5 **scrutiny of evidence**

6 7. Nationstar had two filed claims in prior proceedings before Judge Kishner:

7 8. [Complaint – consolidated case A-16-730078-C.](#) filed by Plaintiff Nationstar Mortgage,
8 vs. Opportunity Homes, LLC, and 6/2/16 AACC Counter-claimant Nationstar vs. Jimijack

9 9. Both of Nationstar's claims were resolved by stipulation to voluntarily dismiss them
10 without prejudice on 2/20/19 [Notice of Entry of Stipulation and Order](#) for Dismissal and with
11 prejudice against Jimijack on 5/31/19 [Notice of Entry of Stipulation and Order](#) for the Dismissal
12 of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice

13 10. See [2/7/21 outline of claims](#) vs. Judge Kishner

14 **C. Jimijack never filed any claims against Tobin, the Hansen Trust or Nationstar**

15 11. [Complaint](#) (*Jimijack Irrevocable Trust vs. Bank of America & Sun City Anthem*).
16 Jimijack's only complaint was resolved by 10/16/15 JDDF judgment of default against BANA
17 without an evidentiary hearing so Judge Kishner never knew that BANA defaulted because it
18 had no recorded interest to protect on 6/16/15 when Jimijack sued it instead of Nationstar or
19 Wells Fargo who both had recorded assignments of BANA's interest in 2014 after the HOA sale.

20 12. Jimijack never filed any quiet title claim against Nationstar, Tobin, or the GBH Trust and
21 never served the HOA. Jimijack did not comply with 16.1 and had no evidence in the record to
22 contradict the HOA's ownership records that show that Jimijack was the second owner after
23 Gordon Hansen.

1 **D. A-19-799890-C PROCEDURAL HISTORY**

2 13. Nona Tobin, an individual, filed as a Plaintiff for the first time to create the second district
3 court case one week before the expiration of the five-year statute of limitations to preserve her
4 NRS 40.010 rights that had been abridged in the first proceedings. The [8/7/19 complaint](#) had
5 four causes of action: FIRST CAUSE OF ACTION: QUIET TITLE AND EQUITABLE
6 RELIEF (AGAINST ALL DEFENDANTS); SECOND CLAIM FOR RELIEF:
7 CANCELLATION OF INSTRUMENTS; THIRD CLAIM FOR RELIEF: UNJUST
8 ENRICHMENT (VERSUS RRFS, SCOW & KOCH, JOEL STOKES AND NATIONSTAR);
9 FOURTH CAUSE OF ACTION ABUSE OF PROCESS (Against HONG, MORGAN, AND
10 OCHOA).

11 14. FIRST CAUSE OF ACTION: QUIET TITLE AND EQUITABLE RELIEF (AGAINST
12 ALL DEFENDANTS) had these specific subordinate claims: A) The HOA Sale Was Invalid to
13 Remove Plaintiff's Rights To Title As It Was Non-Compliant With Foreclosure Statutes; B).
14 Owner Right Of Redemption Not Lost Per NRS 116.31166 as Recitals Were False; C) The sale
15 is void as it was not authorized by valid HOA Board votes. D) The sale is void as the owner was
16 denied contractually guaranteed due process; E) The sale was unfair and commercially
17 unreasonable as the sale was not properly noticed and bidding by bona fide purchasers was
18 suppressed; F) Quiet title should be granted to Tobin as her deed is superior to all others; G)
19 Quiet title should be granted to Tobin against NSM whose claims are provably false.

20 15. Plaintiff is entitled to quiet title vs. BANA & NSM as the (servicing banks) obstructed
21 four Fair Market Value sales, but did not foreclose or take the liability and duties of owning the
22 title.

23 **E. Tobin abuse of process claim was never heard or included in Tobin's 1st**
24 **amended complaint**

1 16. Upon the advice of counsel, Tobin removed the abuse of process claim from the 1st
2 amended complaint that was dismissed with prejudice by Judge Johnson's 12/3/20 order.

3 17. The withdrawn abuse of process claim is one of the foundations of the motion for
4 sanctions filed concurrently with the counter and cross claims for fraud.

5 18. Quoted here is withdrawn cause of action: ABUSE OF PROCESS (VERSUS HONG,
6 MORGAN, & OCHOA), Tobin 8/7/19 A-19-799890-C complaint

7 JOSEPH HONG NV BAR 5995, an Individual, HONG & HONG; attorney for Joel Stokes, an individual and the
8 Stokes as Trustees for Jimijack, Yuen K. Lee, and F. Bondurant, LLC against whom Tobin makes claims of
9 fraudulent misrepresentation and abuse of process that interfered with her ability to have a fair adjudication of her
10 quiet title claims. Hong's misconduct/misrepresentations caused the A720032 court to issue bench orders that
11 excluded six of Tobin's April, 2019 motions and notices to be excluded from the Court record without adjudication
12 and to exclude all of the GBH Trust's evidence from the Court's consideration at the June 5-6, 2019.

13 MELANIE MORGAN, Esq. NV Bar 8215, AKERMAN LLP was the attorney for Nationstar in A720032 against
14 whom Tobin here makes a claim of abuse of process, misrepresentations to the Court, and interference with
15 Plaintiff's rights to have a fair adjudication of her quiet title claims against Jimijack and the Stokes.

16 Nationstar's standing to be a party in the A720032 case was not questioned, although NSM did not have a claim
17 before the disputed sale.

18 NSM attorneys began taking aggressive action against Plaintiff when Tobin made it clear in A720032 that NSM
19 had no standing to foreclose on a note it did not own as NSM had never entered into the court record any admissible
20 evidence to support its ownership claim or to refute Tobin's evidence.

21 NSM attorneys never filed any claims against SCA or against Tobin either as an individual or s trustee of the GBH
22 Trust.

23 Morgan and other Akerman attorneys filed unwarranted joinders to SCA's motions and oppositions that were based
24 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.

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.

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 foreclose according to the parameters of NRS chapter 107, as
amended by AB284(2011).

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.”

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. 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.

1 Jimijack's attorney Hong and Morgan manipulated the process to prevent a fair adjudication of Tobin's claims,
2 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.

3 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.

4 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.

5 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.

6 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,

7 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.

8 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.

9 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.

10 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.

11 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.

12 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.

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

14 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:

15 Nona Tobin would agree to:

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

21 SCA Board would have to agree to

- 22 ■ Not oppose my A720032 3/3/17 motion to void the sale for
23 – statutory non-compliance NRS 116.31162 et seq & NRS 116.31085
- 24 – 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.

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

- 26 ■ No notice was given to owner or Ombudsman
- 27 ■ Premature unnecessary referral to collections

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- 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

Ochoa obstructed “Bound Parties”, i.e., the SCA Board and 15-year member in good standing Tobin from access to [CC&Rs provision XVI](#)¹, Limits on Litigation.

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

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.

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 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.

F. A-21-828840-C INTERPLEADER PROCEDURAL HISTORY

19. [2/16/21](#) Red Rocks interpleader complaint (**INTP**) was served on five defendants.
20. [3/8/21](#) **Tobin answered (AACC)** Red Rock and filed 19 affirmative defenses and five causes of action (COAs) in counter-claim and three COAs in crossclaim.
21. [3/15/21](#) Tobin filed a **Request for Judicial Notice (RFJN)** of the complete Clark County Property Official Records for APN: 191-13-811-052
22. [3/22/21](#) Tobin filed a **Third Party Complaint (TPC)** vs. six attorneys (service pending) for Fraud, Abuse of Process, Racketeering, and Civil Conspiracy.
23. [4/4/21](#) Tobin filed a **Request for Judicial Notice (RFJN)** of unadjudicated civil claims and administrative complaints
24. [4/7/21](#) Tobin filed a **Request for Judicial Notice (RFJN)** of relevant laws & regulations

¹ [CC&Rs XVI](#)
² Appeal Case Statement [ACAS](#)

1 25. [4/9/21](#) Tobin filed a **Request for Judicial Notice (RFJN)** of disclosures, evidence &
2 disputed evidence in the court record

3 26. [4/9/21](#) Nationstar/Wells Fargo (**NSM/WF**) **answered (ANS)** Red Rock, filed seven
4 affirmative defenses, but filed no counter or cross claims

5 27. [4/12/21](#) Tobin filed a **Motion To Distribute (MTD)** (corrected as to form on 4/15/21)
6 the proceeds to her as the sole claimant. On [4/26/21 NSM/WF](#) filed an **opposition (OPPM)** to
7 Tobin's motion to distribute. On [4/27/21](#) Red Rock filed a joinder (**JMOT**) to NSM/WF
8 opposition to Tobin's motion to distribute. On 5/4/21 Tobin filed a **Reply (RPLY)** to NSM/WF
9 **opposition (OPPM)** to her motion to distribute. On [5/9/21](#) Tobin filed a Reply to Red Rock's
10 joinder to NSM/WF's opposition to Tobin's motion to dismiss.

11 28. [4/15/21](#) Tobin filed a **Motion for Summary Judgment (MSJ)** against counter defendant
12 Red Rock and cross defendants NSM/WF for not filing a timely, responsive pleading to Tobin's
13 3/8/21 AACC. On [4/29/21](#), Red Rock filed an opposition to Tobin's motion for summary
14 judgment (**OMSJ**). On 5/5/21 **NSM/WF (JOPP)** filed a joinder to Red Rock's 4/29/21
15 opposition to Tobin's MSJ as to all claims in her unanswered 3/8/21 AACC. On [5/4/21](#) Tobin a
16 reply to support her motion for summary judgment vs. NSM/WF (but Reply did not include Red
17 Rock as its 4/29/21 OMSJ was missed in the flurry of filings) that was included in the same
18 document with her reply to NSM/WF 4/26/21 opposition to Tobin MTD. This instant RPLY to
19 Red Rock's 4/29/21 OMSJ will be filed on 5/9/21, with a motion to amend the third party
20 complaint, as the last document filed before the 5/18/21 hearing of all pending motions,
21 oppositions and replies.

22 29. [4/16/21](#) Red Rock filed a **Motion to Dismiss (MDSM)** all Tobin's claims and motion
23 for sanctions pursuant to NRS 42.005, NRS 18.010(2), NRCPC 11(b) with prejudice on the
24

1 grounds of claims preclusion pursuant to NRCP 12(b)(5) failure to state a claim. On [4/26/21](#)
 2 Tobin filed an **Opposition to Red Rock’s Motion to Dismiss (OPPM)**. On [5/3/21](#) NSM/WF
 3 filed a joinder (**JMOT**) to Red Rock’s motion to dismiss all Tobin’s claims with prejudice.

4 **Table of Claims filed into A-21-828840-C**

RED ROCK	NONA TOBIN
<p>5</p> <p>6 2/16/21 INTP SERVED 5 DEFENDANTS – TOBIN, HANSEN TRUST, NSM, WF, REPUB SERVICES</p> <p>7</p> <p>8</p> <p>9</p> <p>10 NRCP 22 – COURT TO DISTRIBUTE PROCEEDS LESS \$3500 FILING FEE TO RED ROCK</p>	<p>3/8/21 AACC- answer alleges bad faith in filing INTP19 Affirmative Defenses; 5 causes of action (COAs) vs. Red Rock: Fraud, Racketeering, Conversion/unjust enrichment, Alter Ego lift corporate veil, Order to distribute proceeds with 6+ years interest to Tobin as sole claimant</p> <p>3 COAs vs. NSM/WF –Fraud, Racketeering, Conversion/ Unjust Enrichment;</p> <p>Declaratory Relief, Restitution, Punitive Damages, and sanctions pursuant to NRS 42.005, NRCP 11B, NRS 207.407(1)(4), NRS 18.010(2)</p> <p>Supporting evidence & legal authority is found in 22 exhibits to AACC & 4 RFJNS -3/15/21 (property record), 4/4/21 (unadjudicated civil claims & administrative complaints); 4/7/21 (laws & regs), & 4/9/21 (court record)</p>
	<p>14 3/22/21 Third-party Complaint (TPC 1.ABUSE OF PROCESS 2. RACKETEERING (NRS 207.360(9)(18)(29)(30)(35); NRS 207.390, NRS 207.400(1)(2) 3. FRAUD NRS 205.330, NRS 205.360, NRS 205.372, NRS 205.377, NRS 205.395, NRS 205.405, NRS 111.175 4. RESTITUTION AND RELIEF REQUESTED EXCEEDS \$15,000 5. EXEMPLARY AND PUNITIVE DAMAGES PURSUANT TO NRS 42.005, NRS 207.470(1) & (4) 6. SANCTIONS PURSUANT TO NRCP 11(b)(1-4); NRPC 3.1, 3.3, 3.4,3.5(b), 4.1, 4.4, 5.1, 5.2, 8.3, 8.4</p> <p>vs. Steven Scow, Brody Wight, David Ochoa, Melanie Morgan, & Brittany Wood</p> <p>5/9/21 MAND motion to amend third party complaint prior to service to add defendants and possible causes of action: Elder Abuse, Usurpation of Corporate Opportunity, Breach of Fiduciary Duty, Harassment, Retaliation vs. Whistleblower, and/or Aiding & Abetting, Negligence of Agency Relationship, NRCP 23.1 Shareholder Derivative Action</p>

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III. JURISDICTION

G. Red Rock did not object to the Court’s jurisdiction as it was described in Tobin’s unanswered 3/8/21 AACC:

The real property which is the subject of this civil action is a residence commonly known as the 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, (hereinafter “Property”).

This action is within the jurisdictional limits of this Court and this venue is appropriate because the real property is located within the jurisdiction of this Court.

The Court has the authority under NRS 30.030 to declare rights, status and other legal relations of the respective parties in this NRS 40.010 quiet title dispute.

NRS 30.130 limits the Court’s authority to ensure that the rights of parties who are not present from being prejudiced by court actions in their absence.

The Court’s jurisdiction in cases involving the interpretation, application or enforcement of any covenants, conditions or restrictions (CC&Rs) applicable to residential property or any bylaws, rules or regulations adopted by an association (HOA) to parties who have submitted their claims to mediation in the manner proscribed in NRS Chapter 38.

NRS 38.310(2) limits the Court’s jurisdiction to adjudicate claims that have been

The Court’s jurisdiction in this case requires an interpretation of NRS 116.31164(3) (2013) which mandated the ministerial duties Red Rock Financial Services (Herein “RRFS”) was required to perform promptly after it conducted the disputed 2014 HOA foreclosure sale.

This Court’s jurisdiction includes the authority to impose sanctions on Red Rock Financial Services for its failure to comply, and to ensure that the HOA Board complied, with **ALL** the statutory mandates for conducting a valid HOA foreclosure sale, included in NRS 116.3116-NRS 116.31168 (2013), NRS 116A.640 (8), (9), (10), NRS 116.31083, NRS 116.31085, NRS 116.31031, NRS 116.1113, NRS 116.31065, NRS 116.3102, NRS 116.31087, NRS 116.31175, NRS 116.31183, NRS 116.31184, NRS 116.4117

This Court’s jurisdiction includes the authority to impose sanctions on Red Rock Financial Services for its failure to provide, and its failure to ensure that the Sun City Anthem (Herein “SCA”) Board provided **ALL** the owner protections, notice and due process mandated by the HOA governing documents, SCA Board 2013 Delinquent Assessment Policy (SCA 168-175). SCA Board Resolution 1/17/11 Policy and Procedure for enforcement of the governing documents (due process before imposing sanctions for alleged violations), SCA bylaws 3.21(f)(v) (owner access to quarterly delinquency reports) , SCA bylaws 3.15 (open Board meetings), SCA bylaws 3.15A (closed Board meetings permissible topics), SCA bylaws 3.18/3.20 (delegation by SCA board prohibited), SCA bylaws 3.26, SCA bylaws 6.4 (owner access to records), CC&Rs 7.4 (enforcement (due process before imposing sanctions), This Court’s jurisdiction includes the authority to determine the standing of the defendants named by Red Rock to assert a claim for the excess proceeds from the HOA sale.

The court has jurisdiction to impose sanctions against parties who have recorded false claims to title as defined by NRS 205.395 and to consider the severity of the sanctions in terms of other statutes applicable to, and commensurate with, the frequency and seriousness Nationstar’s corrupt business practices, under the auspices of NRS 205.377, NRS 207.360 (9)(10)(30)(35), NRS 207.400 NRS 207.470 (1) and (4), and NRS 207.480.

H. This court is the appropriate venue to order findings of fact and conclusions of law to assist administrative agencies in deciding appropriate sanctions

30. The Nevada Bar Ethics & disciplinary Panels will not act without a ruling by this court.

“A review of the information provided indicates that your grievance involves allegations which should be addressed in the appropriate judicial settings. The Office of Bar Counsel and the disciplinary boards of the State Bar are not substitutes for the court systems. Therefore, no further action shall be taken in this matter. If a court makes written

1 findings which clearly establish attorney misconduct, please re-submit that information for our reconsideration.”
2 [3/4/21 Bar rejection letter](#) by Assistant Bar Counsel Phillip J. Pattee

3 31. The Nevada Commission on Judicial Discipline’s decision on the appropriate level of
4 sanctions vs. Judge Kishner can only benefit by a finding by this court. The extent of the
5 deception and the shameless lack of candor by these attorneys should be considered a huge
6 mitigating factor in determining Judge Kishner’s level of culpability.

7 **IV. LEGAL STANDARD AND ARGUMENT**

8 **I. Red Rock’s opposition to Tobin’s MSJ is unsupported by evidence**

9 32. Red Rock’s 1,000 pages of attachments obfuscate rather than elucidate, and are
10 purposefully deceptive, and a continuation of the corrupt pattern.

11 33. Tobin’s 4/9/21 RFJN and the unanswered 3/8/21 AACC both contain specific examples
12 of Red Rock’s falsification of records to create a false narrative about how the sale was
13 conducted and what notices were sent and to cover up the facts, supported by multiple verified
14 declarations under penalty of perjury and other documentary evidence, that there was no notice
15 whatsoever of the sale, there was no legally valid vote of the HOA Board of directors to approve
16 it, and there was no one of the due process mandated by the HOA’s governing documents.

17 34. Further, evidence exists in Tobin’s multiple filings of Red Rock’s falsification of
18 accounts, but Red Rock produced nothing in its opposition to refute those falsified accounting
19 records, choosing instead to power on though with the same deceptive tactics that have been
20 employed successfully to de-fraud Red Rock’s victims and the courts over the years.

21 **J. Red Rock’s 4/29/21 opposition was untimely and nonresponsive**

22 35. Tobin’s AACC was filed on 3/8/21 and Red Rock filed a specious opposition without
23 addressing the claims on their merits, by raising any argument to indicate that there is some
24 genuine issue of material fact.

1 36. Red Rock argues and reiterates the mantra of claims preclusion by making the false claim
2 that Tobin’s 3/8/21 causes of action of Fraud, Racketeering, Conversion/Unjust Enrichment,
3 Alter Ego (Lift Corporate Veil), and distribute the interpleaded proceeds are barred by claims
4 preclusion.

5 *Breliant v. Preferred Equities Corp.*, 109 Nev. 842, 848 (Nev. 1993) (“[a]verments in a pleading to which a
responsive pleading is required . . . are admitted when not denied in the responsive pleading”).”))

6 *Whealon v. Sterling*, 121 Nev. 662, 665-66 (Nev. 2005) (“NRC 8(c) requires that all affirmative defenses be raised
7 in the pleadings, stating in pertinent part, "a party shall set forth affirmatively . . . any other matter constituting an
avoidance or affirmative defense." An affirmative defense not raised in the pleadings is ordinarily deemed
8 waived, unless the opposing party is given "reasonable notice and an opportunity to respond." Therefore, "an
affirmative defense can be considered (if not pleaded) if fairness so dictates and prejudice will not follow." The
9 notice and opportunity to respond requirements may be satisfied if the opposing party is given time to file a response
to a motion to amend the pleadings. Once a responsive pleading is filed, a party may amend its pleading only with
leave of the court.”)

10 *Seefeldt v. Griffie*, No. 76595-COA, at *3 (Nev. App. Dec. 18, 2019) (“A party may obtain entry of default [under
NRC 55(a)] against a party that fails to file a responsive pleading within the time mandated. Entry of default acts
11 as an admission by the defending party of all material claims made in the complaint. Entry of default, therefore,
generally resolves the issues of liability and causation and leaves open only the extent of damages.”)

12 *Res. Grp., LLC v. Nev. Ass'n Servs., Inc.*, 437 P.3d 154, 159 n.5 (Nev. 2019) (“A party waives an affirmative
defense where the "party fails to raise the affirmative defense in any pleadings or any other papers filed with the
13 court, including its answer, pretrial statement, or post-trial brief." *City of Boulder City v. Boulder Excavating,
Inc.*, 124 Nev. 749, 755 n.12, 191 P.3d 1175, 1179 n.12 (2008) (internal quotation marks omitted). ”)

14 **K. Red Rock argument that Tobin’s MSJ is “improper” must be rejected**

15 37. Red Rock argues that Tobin’s MSJ, filed on 4/15/21 is improper because Red Rock filed
16 a motion to dismiss the following day on 4/16/21 and has not been heard.

17 38. Red Rock’s argument that Tobin’s motion for sanctions for damages caused by Red
18 Rock’s own fraudulent misdeeds in the conduct of an unfair and oppressive sale and in presenting
19 falsified evidence into the court to obstruct the fair adjudication of her claims is precluded by res
20 judicata is ludicrous.

21 39. Red Rock used this specious “time-barred” argument in 2018 as its only response to
22 Tobin’s claim for NRS 38.310 mediation in which it did not participate in good faith.

1 40. Red Rock must be held accountable for its predatory collection practices, to treat
2 foreclosure as debt buying in which the homeowner has no rights, its falsification of records, and
3 its retention of proceeds from HOA sales in unaudited, unauthorized accounts.

4 **L. Red Rock argument that Tobin's claims are time barred must be rejected**

5 41. It is astounding that Red Rock and/or Steven Scow could claim Tobin's claims are time
6 barred when Red Rock's and co-conspirators' own misconduct obstructed Tobin's access to a
7 fair resolution by an impartial tribunal years ago.

8 42. Red Rock and/or Steven Scow unlawfully retained the proceeds of a fraudulently-
9 conducted sale, conspired with other attorneys to obstruct the distribution of those proceeds,
10 presented doctored records and other falsified evidence into the court to cover up the fraudulent
11 nature of the sale so Tobin has been subjected to five years of litigation without any judge ever
12 looking at the evidence or addressing her issues on their merits.

13 43. Their specious argument to evade accountability must be rejected outright.

14 **M. Fraud on the court has prevented a fair adjudication of Tobin's claims and is**
15 **grounds for the court awarding Tobin the relief, punitive damages and**
16 **sanctions sought in Tobin's unanswered crossclaims.**

17 44. There has been no previous impartial adjudication of Tobin's claims based on judicial
18 review of the evidence.

19 45. It is impossible to get a fair decision out of the Courts of Appeal as their decisions have
20 been based on egregious misrepresentations by attorneys and suppressed evidence.

21 46. Tobin's 4/24/19 motion to vacate (MVAC) was never heard by Judge Kishner.

22 *NC-DSH, Inc. v. Garner*, 218 P.3d 853, 9 (Nev. 2009) ("An attorney is an officer of the court. "Where a judgment is obtained by fraud perpetrated by an attorney acting as an officer of the court, the judgment may be attacked for fraud on the court." *In re Tri-Cran, Inc.*, [98 B.R. 609, 616](#) (Bankr. D. Mass. 1989).")

23 *NC-DSH, Inc. v. Garner*, 218 P.3d 853, 10 (Nev. 2009) ("*United States v. Throckmorton*, [98 U.S. 61, 66](#) (1878). See *Savage v. Salzman*, [88 Nev. 193, 195, 495 P.2d 367, 368](#) (1972) (citing *Throckmorton* and noting that fraud

1 on the court involves situations where, as a result of the fraud, a "party is kept away from the court by . . . such
conduct as prevents a real trial upon the issues involved").")

2 A court has the inherent authority to set aside a default judgment based on nonstatutory, equitable grounds "if it has
3 been established that extrinsic factors have prevented one party . . . from presenting his or her case." (*In re Marriage
of Park* (1980) [27 Cal.3d 337, 342.](#))

4 *Crawford v. State*, 117 Nev. 718, 721 (Nev. 2001) ("Whenever a judge communicates with a party concerning a
5 pending proceeding without notice to the adverse party, an ex parte communication has occurred. Canon 3(B)(7)(a)
of the Nevada Code of Judicial Conduct prohibits a judge from engaging in ex parte communications except where
circumstances require such contact for scheduling and no substantive matters or issues on the merits are discussed")

6 *Attorney Grievance Comm'n of Md. v. Trye*, 444 Md. 201, 223 (Md. Ct. Spec. App. 2015) ("An attorney engages in
7 conduct that is prejudicial to the administration of justice when an attorney makes repeated misrepresentations to a
court or others. *Mixter*, 441 Md. at 526, 109 A.3d 1; *Agbaje*, [438 Md. at 717](#), [93 A.3d 262](#) ")

8 *Attorney Grievance Comm'n of Md. v. Trye*, 444 Md. 201, 225 (Md. Ct. Spec. App. 2015) ("Disbarment is ordinarily
9 the appropriate sanction for intentional dishonest conduct. *Attorney Grievance Comm'n v. Pennington*, [387 Md.
565, 597](#), [876 A.2d 642](#) (2005); *Attorney Grievance Comm'n v. Guida*, [391 Md. 33, 56](#), [891 A.2d 1085](#) (2006). This
10 Court has consistently disbarred attorneys who were found to have engaged in a pattern of dishonesty or
misrepresentation. *See Attorney Grievance Comm'n v. Fader*, [431 Md. 395](#), [66 A.3d 18](#) (2013) (attorney disbarred
after repeatedly making false statements and submitting false evidence to the court); *Attorney Grievance Comm'n
v. Seltzer*, [424 Md. 94, 117–18](#), [34 A.3d 498](#) (2011) ")

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

13 Rule 3.3. Candor Toward the Tribunal.

(a) A lawyer shall not knowingly:

14 (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;

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

16 (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.

17 Rule 3.4. Fairness to Opposing Party and Counsel.

A lawyer shall not:

18 (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;

TRANSACTIONS WITH PERSONS OTHER THAN CLIENTS

19 Rule 4.1. Truthfulness in Statements to Others. In the course of representing a client a lawyer shall not
knowingly:

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

21 (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.

[Added; effective May 1, 2006.]

22 Rule 4.4. Respect for Rights of Third Persons.

23 (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.

24 Rule 8.4. Misconduct. It is professional misconduct for a lawyer to:

- 1 (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;
- 2 (b) Commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer
in other respects;
- 3 (c) Engage in conduct involving dishonesty, fraud, deceit or misrepresentation;
- (d) Engage in conduct that is prejudicial to the administration of justice;
- 4 (f) Knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct
or other law.

5 ABA Standard 6.1 False Statements, Fraud, and Misrepresentation

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the
6 following sanctions are generally appropriate in cases involving conduct that is prejudicial to the administration of
justice or that involves dishonesty, fraud, deceit, or misrepresentation to a court:

7 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
8 potentially significant adverse effect on the legal proceeding.

9 "A lawyer owes a duty of complete candor to the court. *Blackwell v. Department of Offender Rehabilitation*, [807](#)
[F.2d 914](#) (11th Cir. 1987)" *Peterson v. BMI Refractories, Inc.*, 938 F. Supp. 767, 773 (N.D. Ala. 1996)

10 *Estate of Adams ex rel. Estate v. Fallini*, 386 P.3d 621, 625 (Nev. 2016) ("[W]hen a judgment is shown to have
11 been procured by fraud upon the court, no worthwhile interest is served in protecting the judgment." *Id.* at 653, [218](#)
[P.3d at 858](#) (internal quotation marks omitted). We have defined a "fraud upon the court" as "only that species of
12 fraud which does, or attempts to, subvert the integrity of the court itself, *or is a fraud perpetrated by officers of the*
court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging
13 cases...." *Id.* at 654, [218 P.3d at 858](#) (emphasis added) (internal quotation marks omitted). "An attorney is an officer
of the court"; as such, an attorney "owes a duty of loyalty to the court ..., [which] demands integrity and honest
14 dealing with the court." *Id.* at 654–55, [218 P.3d at 858-59](#) (internal quotation marks omitted). "And when [an
attorney] departs from that standard in the conduct of a case [,] he perpetrates fraud upon the court." *Id.* at 655, [218](#)
[P.3d at 859](#) (internal quotation marks omitted). Even then, relief from a judgment based on fraud upon the court is
15 rare and normally "available only to prevent a grave miscarriage of justice." *United States v. Beggerly*, [524 U.S.](#)
[38, 47, 118 S.Ct. 1862, 141 L.Ed.2d 32](#) (1998) ; *see also Bonnell v. Lawrence*, [128 Nev. 394, 400, 282 P.3d 712,](#)
[715](#) (2012).")

16 *Chamblin v. Chamblin*, 55 Nev. 146, 148 (Nev. 1934) ("Fraud is extrinsic or collateral within the meaning of the rule
17 when it is one the effect of which prevents a party from having a trial, or from presenting all of his case to the court,
or which operates, not upon the matters pertaining to the judgment itself, but to the manner in which it is procured.
18 15 R.C.L. p. 763; 34 C.J. p. 472, n. 66a.")

19 *NC-DSH, Inc. v. Garner*, 218 P.3d 853, 10 (Nev. 2009) ("In addition to his duties to his clients, a lawyer also owes
a duty of "loyalty to the court, as an officer thereof, [that] demands integrity and honest dealing with the court. And
20 when he departs from that standard in the conduct of a case he perpetrates fraud upon the court." *Demjanjuk*, [10](#)
[F.3d at 352](#) (citing 7 Moore's Federal Practice, *supra*, § 60.33) (now at 12 Moore's Federal Practice, § 60.21[4][a];")

21 *Muscelli v. Muscelli*, 96 Nev. 41, 42 (Nev. 1980) ("Extrinsic fraud consists of fraud which prevents the opposing
party from knowing its rights or defenses, or from having a fair opportunity to present them at trial. A judgment
22 obtained by extrinsic fraud may later be set aside. *Murphy v. Murphy*, [65 Nev. 264, 193 P.2d 850](#) (1948); *Lauer Et*
Al. v. District Court, [62 Nev. 78, 140 P.2d 953](#) (1943).")

23 *NC-DSH, Inc. v. Garner*, 218 P.3d 853, 10 (Nev. 2009) ("Although not present in all fraud on the court cases,
attorney involvement in the fraud is a signal characteristic of many. *Demjam'uk*, [10 F.3d at 352](#) (noting that "[c]ases
24

1 dealing with fraud on the court often turn on whether the improper actions are those of parties alone, or if the
2 attorneys in the case are involved"); Eastern Financing Corp. v. JSC Alchevsk Iron, 258 F.R.D. 76, 85 (S.D.N.Y.
2008) (analyzing Hazel-Atlas, Kupferman, and H.K. Porter Co. in these terms). ”)

3 *Estate of Adams ex rel. Estate v. Fallini*, 386 P.3d 621, 625-26 (Nev. 2016) (“*Smith v. Emery*, 109 Nev. 737,
4 742, 856 P.2d 1386, 1390 (1993) (explaining that "failure to respond to a request for admissions will result in those
5 matters being deemed conclusively established. ... even if the established matters are ultimately untrue" (internal
6 citation omitted)). However, counsel violates his duty of candor to the court when counsel: (1) proffers a material
7 fact that he knew or should have known to be false, *see generally Sierra Glass & Mirror v. Viking Indus., Inc.*, 107
8 Nev. 119, 125–26, 808 P.2d 512, 516 (1991) (providing that counsel committed fraud upon the court "in violation
9 of SCR 172(1)(a) and (d)" when he proffered evidence and omitted pertinent portions of a document to "buttress"
10 his client's argument, and that he "knew or should have known" that the omitted portion was harmful to his client's
11 position); *cf. Seleme v. JP Morgan Chase Bank*, 982 N.E.2d 299, 310–11 (Ind. Ct. App. 2012) (providing that
12 under F.R.C.P. 60(b)(3), a party alleging fraud or misrepresentation must demonstrate that "the opposing party knew
13 or should have known from the available information that the representation made was false, and ... the
14 misrepresentation was made with respect to a material fact which would change the trial court's judgment" (internal
15 quotation marks omitted)); and (2) relies upon the admitted false fact to achieve a favorable ruling, *see Kupferman*
16 *v. Consol. Research & Mfg. Corp.*, 459 F.2d 1072, 1078–79 (2d Cir. 1972) (holding that counsel pursuing case
17 with known complete defense could be fraudulent, where defense was unknown to the court, or, apparently,
18 unknown to the defending parties); *see also Conlon v. United States*, 474 F.3d 616, 622 (9th Cir. 2007)
19 ("Admissions are sought, first, to facilitate proof with respect to issues that cannot be eliminated from the case and,
20 second, to narrow the issues by eliminating those that can be. The rule is not to be used ... in the hope that a party's
21 adversary will simply concede essential elements. Rather, the rule seeks to serve two important goals: truth-seeking
22 in litigation and efficiency in dispensing justice." (internal quotation marks and citations omitted)).”)

12 *Amante v. Bayview Loan Servicing, LLC*, No. 72532, at *3 (Nev. App. Apr. 9, 2018) (“It is true that a party only
13 has standing to foreclose if it is entitled to enforce both the deed of trust and the note.”) *See Edelstein v. Bank of*
14 *N.Y. Mellon*, 128 Nev. 505, 514, 286 P.3d 249, 255 (2012) (“[T]o have standing to foreclose, the current beneficiary
15 of the deed of trust and the current holder of the promissory note must be the same.”)

14 *Marcuse v. Del Webb Communities*, 123 Nev. 278, 287 (Nev. 2007) (“Judicial estoppel applies when the following
15 five criteria are met:
16 "(1) the same party has taken two positions; (2) the positions were taken in judicial or quasi-judicial administrative
17 proceedings; (3) the party was successful in asserting the first position (i.e., the tribunal adopted the position or
18 accepted it as true); (4) the two positions are totally inconsistent; and (5) the first position was not taken as a result
19 of ignorance, fraud, or mistake.”)

17 *Marcuse v. Del Webb Communities*, 123 Nev. 278, 287-88 (Nev. 2007) (“thus a court may invoke the doctrine at
18 its own discretion. Nonetheless, we have stated that judicial estoppel should be applied only when "a party's
19 inconsistent position [arises] from intentional wrongdoing or an attempt to obtain an unfair advantage.”)

19 *Res. Grp., LLC v. Nev. Ass'n Servs., Inc.* 135 Nev., *Adv. Opinion 8* “While the "burden of proof [in a quiet title
20 action] rests with the plaintiff to prove good title in himself," *Breliant v. Preferred Equities Corp.*, 112 Nev. 663,
21 *669, 918 P.2d 314, 318* (1996), abrogated on other grounds by *Delgado v. Am. Family Ins. Grp.*, 125 Nev. 564, 570,
22 *217 P.3d 563, 567* (2009), "a plaintiff's right to relief [ultimately] . . . depends on superiority of title," *W. Sunset*
23 *2050 Tr. v. Nationstar Mortg., LLC*, 134 Nev., *Adv. Op. 47, 420 P.3d 1032, 1034* (2018) (internal quotation marks
24 omitted).

22 **N. Tobin’s motion for summary judgment must be granted against all defendants**

1 47. All Tobin's unopposed 19 affirmative defenses, three causes of action (fraud,
2 racketeering, and conversion/unjust enrichment), and prayer for declaratory relief, punitive
3 damages, and sanctions pursuant to NRCP 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS
4 207.407(1), NRS 42.005 are deemed admitted for lack of objection;

5 48. If the Court chooses to grant Red Rock an opportunity to show cause why sanctions
6 should not be imposed, the Court must require all statements made to the Court to be under oath
7 as the core issue in this dispute is attorneys utter disregard for their duty of candor to the Court.

8 49. Had Tobin taken default instead of filing a motion for summary judgment, there would
9 have been no opportunity for the court to weigh the evidence to determine the appropriateness
10 and level of the damages and sanctions.

11 *Hirji v. State, No. 59629, at *2 (Nev. Nov. 1, 2013)* ("It is well-settled in Nevada that an "[e]ntry of default acts as
12 an admission by the defending party of all material claims made in the complaint." *Estate of LoMastro ex rel.*
13 *LoMastro v. Am. Family Ins. Grp.*, 124 Nev. 1060, 1068, 195 P.3d 339, 345 (2008). When a default judgment is
14 entered and the amount of damages is uncertain, in order to "justify a money judgment, the amount as well as the
15 fact of damage must be proved by substantial evidence." *Kelly Broad. Co. v. Sovereign Broad., Inc.*, 96 Nev. 188,
193-94, 606 P.2d 1089, 1093 (1980), superseded on other grounds by *Countrywide Home Loans, Inc. v.*
Thitchener, 124 Nev. 725, 741-43, 192 P.3d 243, 253-55 (2008). "Substantial evidence is evidence that a reasonable
mind might accept as adequate to support a conclusion." *Countrywide*, 124 Nev. at 739, 192 P.3d at 252 (internal
quotations omitted).")

16 V. CONCLUSION

17 Nona Tobin respectfully moves the Court to disregard Red rock's untimely,
18 nonresponsive opposition to Tobin's motion for summary judgment in its entirety

19 The Court must grant Tobin's motion for summary judgment and petition for declaratory
20 relief, punitive damages, and sanctions pursuant to NRCP 11(b)(1)(2)(3) and/or (4), NRS
21 18.010(2), NRS 207.407(1), NRS 42.005 in its entirety as all defendants admitted all material
22 allegations by their failure to timely or substantively dispute Tobin's allegations and claims.

23 If the Court grants Tobin's motion for summary judgment, the defendants have access to
24 the appellate courts for relief. If the court does not grant Tobin's motion for summary judgment,

1 then Tobin's claims vs. Red Rock, Nationstar and Wells Fargo can proceed through the discovery
2 process to be heard along with her claims vs. third parties at a jury trial.

3 Nona Tobin respectfully moves the Court to approve findings of fact and conclusions of
4 law to assist the Nevada Commission on Judicial Discipline to accurately apportion
5 accountability in Judge Kishner's case based on the mitigating factor of attorney misconduct and
6 to support the imposition of sanctions for fraud on the court on attorneys by the Ethics &
7 Discipline Panel of the State Bar of Nevada.

8 Tobin respectfully requests that the motion to amend the third-party complaint to add
9 claims and parties be granted.



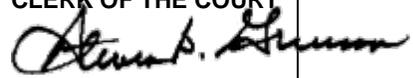
NONA TOBIN, AN INDIVIDUAL
2664 Olivia Heights Ave.
Henderson NV 89052
Office: (702) 465-2199
nonatobin@gmail.com
In propria persona

15 CERTIFICATE OF SERVICE

16 I, NONA TOBIN, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this the
17 9TH day of MAY 2021, I served via the Clark County electronic filing system a true and
18 correct copy of the foregoing NONA TOBIN'S REPLY TO RED ROCK FINANCIAL
19 SERVICES' OPPOSITION TO TOBIN'S MOTION FOR SUMMARY JUDGMENT VS.
20 RED ROCK FINANCIAL SERVICES AND NATIONSTAR/WELLS FARGO JOINDER
21 THERETO AND TOBIN'S MOTION TO AMEND THIRD PARTY COMPLAINT TO ADD
22 PARTIES & CLAIMS PRIOR TO SERVICE to all parties listed in the Odyssey eFileNV
23 service contact list in case A-21-828840-C.



Nona Tobin



1 **DECL**
NONA TOBIN, AN INDIVIDUAL
2 2664 Olivia Heights Ave.
Henderson NV 89052
3 Office: (702) 465-2199
nonatobin@gmail.com
4 *In propria persona*

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

8 RED ROCK FINANCIAL SERVICES,

Case No.: A-21-828840-C

9 Plaintiff,

Department: VIII

10 vs.

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

NONA TOBIN'S DECLARATION IN
SUPPORT OF HER MOTION TO
RECONSIDER THE ORDER ENTERED ON
SEPTEMBER 10, 2021 THAT DISMISSED
WITH PREJUDICE TOBIN'S COUNTER-
CLAIMS AND PETITION FOR
SANCTIONS PURSUANT TO VS. NRCP 11
(b)(1)(2)(3) and/or (4), NRS 18.010(2), and
NRS 207.470(1), and NRS 42.005 VS. RED
ROCK FINANCIAL SERVICES

15 Defendants.

16
17
18
19
20 I, NONA TOBIN, declare under penalty of perjury as follows:

- 21 1. I am the Defendant, Counter-Claimant and Cross-Claimant in the above-entitled matter;
- 22 2. I have personal knowledge of the facts stated herein, except for those facts stated to be
- 23 based upon information and belief.

1 3. If called to do so, I would truthfully and competently testify to the facts stated herein,
2 except those facts stated to be based upon information and relief.

3 4. I make this declaration to support Nona Tobin's motion to reconsider the order entered on
4 September 10, 2021 that dismissed with prejudice my five counter-claims (interpleader, Fraud,
5 Conversion and/or Unjust Enrichment, AlterEgo/Lift the Corporate Veil) and petition for
6 sanctions pursuant to NRCP 11(b)(1)(2)(3) and/or (4),, NRS 18.010(2), and NRS 207.470(1),
7 and NRS 42.005 (not just based on Rule 11 which this court noted requires certain procedural
8 steps) versus Plaintiff and Counter-Defendant Red Rock as this court relied on the
9 misrepresentations of opposing counsels and erroneous prior rulings without consideration of
10 any verified evidence.

11 5. My central purpose in filing all these exhibits is to ensure that the record is accurate and
12 complete in case I am forced to appeal again. My opponents have unfairly succeeded in
13 obstructing my case from being heard over and over again by asserting issue and claims
14 preclusion and then suppressing and concealing the evidence that shows no court has ruled based
15 on impartial scrutiny of verified evidence. *Johnson v. Travelers Ins.*, No. 69937, at *7-8 (Nev.
16 App. Apr. 28, 2017) ("*Thompson v. City of N. Las Vegas*, [108 Nev. 435, 439-40, 833 P.2d 1132,](#)
17 [1134-35](#) (1992) (holding that issue preclusion is inapplicable if a party "did not have a full and
18 fair opportunity to litigate an issue")")

19 6. This declaration is also intended to be used to encourage this court to hold the evidentiary
20 hearing, previously ordered to be conducted on August 19, 2021 by the stipulation and order
21 entered on July 25, 2021, to rule on my April 12, 2021 motion for an order to distribute the
22 interpleaded proceeds to Nona Tobin as the sole claimant.

1 7. I believe that the evidence clearly shows that neither Nationstar nor Wells Fargo have
2 standing to oppose that distribution as neither have any interest or valid recorded or filed claim.

3 8. Further, upon information and belief, Red Rock acted in bad faith to interplead the
4 proceeds after seven years unnecessary delay, and then joined Nationstar to argue to the court
5 not to distribute the interpleaded proceeds to me unless I drop my compulsory counter-claims of
6 fraud, racketeering, conversion and/or unjust enrichment and lift the corporate veil.

7 9. This declaration is also intended to support a motion for attorney's fees pursuant to NRS
8 18.010(2) and sanctions pursuant to NRCP 11 vs. Nationstar and its attorneys for their fraud on
9 the court pursuant to NRCP 60(d) they perpetrated that wasted, from 2015 to the present, many
10 hours of judicial resources by abusing this process, i.e., using the HOA foreclosure quiet title
11 civil action to lie repeatedly to multiple courts falsely claiming to be owed the debt that remained
12 outstanding on Gordon Hansen's first deed of trust, recorded on July 22, 2004, and by recording
13 false claims to title as prohibited by NRS 205.395 and NRS 205.377.ⁱ

14 10. I also intended this to support the separate evidentiary hearing required by NRS 42.005 to
15 support exemplary punitive damages and for civil damages caused by racketeering pursuant to
16 NRS 207.470(1) and/or (4).ⁱⁱ

17 11. I have read the Motion for Reconsideration (hereinafter "Motion") and Reply in Support
18 of Motion for Reconsideration (hereinafter "Reply") and can certify and attest that the facts
19 contained therein are true of Declarant's own knowledge, except for those matters stated upon
20 information and belief, and as to those matters, Declarant believes them to be true **with the**
21 **following exceptions** which were innocent errors or omissions by my new attorneys who are
22 unaware of the extent to which opposing counsels have misrepresented the facts and the prior
23 court record and suppressed inculpatory evidence

1 12. I believe that the NRC 60 (d) fraud on the courtⁱⁱⁱ is grounds for overturning the previous
2 court orders as well as grounds for relief from the September 10, 2021 order, but that this
3 applicable NRC 60 provision was not adequately addressed in my attorney's Reply brief, upon
4 information and belief, due to inadequate time to familiarize herself with a very complex and
5 duplicitous court record spanning over six years from which much of my case has been stricken
6 erroneously.

7 13. Specifically, on page 6, lines 19-23 of the motion for reconsideration, the statement quoted
8 is erroneous and inadvertently contributes to the false narrative that non-mutual claims
9 preclusion applies in the second action.

10 14. All the deeds and other recorded documents were proved to the court in courtesy copies,
11 were hyperlinked in my request for judicial notice filed on March 15, 2021, and are filed with
12 this declaration.

13
14 "On June 9, 2015, F. Bondurant, LLC quitclaimed the Property to the Trustees of the
15 Jimijack Irrevocable Trust. On May 1, 2019, the Trustees of the Jimijack Irrevocable
Trust (the "Jimijack Parties") transferred their rights in the Property to the Chiesi Parties
by way of a Grant, Bargain, Sale Deed. AA4199-AA4206."

16 15. Conflating the Trustees of Jimijack with non-party Joel A Stokes may seem a trivial
17 mistake, but it is one that creates the serious misperception that the Jimijack parties in the first
18 and second cases were the same. They are not.

19 16. Actually, as stated on page 7, on February 1, 2017 I filed a five counter-claims (not
20 attached here because it is an exhibit in Red Rock's motion to dismiss)(Quiet title & equitable
21 relief, Fraudulent Reconveyance, Unjust Enrichment, Civil Conspiracy and preliminary and
22 permanent injunctions to prevent sale or transfer) versus A-15-720032-C Plaintiffs Joel A. and
23 Sandra F. Stokes, as Trustees of Jimijack Irrevocable Trust, (Joel A. Stokes as an individual was
24

1 not a party in the first case but was a co-conspirator that disrupted the administration of justice)
2 who, according to the HOA's ownership records, took possession of the property on September
3 25, 2014 when Gordon B. Hansen's account was closed, not on June 8, 2015 as stated on the
4 defective deed recorded on June 9, 2015. (The relevant pages of the Resident Transaction Report
5 Pages 1336 & 1337 were several of many documents and accounts that were doctored^{iv} in the
6 unverified, uncorroborated Red Rock foreclosure file.^v)

7 17. The Fraudulent Reconveyance claim was that the Jimijack deed recorded on June 9, 2015
8 was inadmissible as evidence of title pursuant to NRS 111.345 and therefore was legally
9 insufficient to hold or transfer title, but the court never ruled on the admissibility of the Jimijack
10 deed.

11 18. Further, the first court did not hear any of my counter-claims against Joel and Sandra
12 Stokes as trustee of Jimijack at the June 5, 2019 trial because the court reasoned erroneously that
13 the April 18, 2019 order (attached to Red Rock's motion to dismiss) that granted the HOA's
14 partial motion for summary judgment as to the Hansen Trust's quiet title claim against the HOA
15 was the law of the case and therefore precluded all my claims against all parties without being
16 heard. (The 4/12/21 order of affirmance in case 79295 is already in the record as an exhibit to
17 Nationstar's joinder to Red Rock's opposition to my motion for summary judgment.)

18 19. The prior court excluded all documentary evidence from trial due to misconduct by
19 Jimijack's attorney that penalized only me as I was the only party who had any documentary
20 evidence to support my claims. (I documented this in a motion for a new trial pursuant to NRCP
21 54b and NRCP 59(a)(1)(A)(B)(C)(F)^{vi} and was stricken unheard by order entered on November
22 22, 2019.

1 20. The May 1, 2019 deed was actually Joel and Sandra Stokes as trustees of Jimijack quit
2 claim of Jimijack's defective title to non-party Joel A. Stokes, as an individual which was done,
3 upon information and belief, for the improper purpose of evading detection at the June 5, 2019
4 trial for quiet title between the Hansen Trust and the Jimijack Irrevocable Trust that Jimijack had
5 no deed to defend as required by NRS 40.010.

6 21. I named Joel A Stokes as a defendant in the second action because he was not a party in
7 the first action, but he covered up Jimijack's defective deed See 4/25/19 Pre-trial conference
8 minutes^{vii} and transcript^{viii} and the Jimijack-Nationstar settlement documents status check
9 5/21/19 minutes^{ix} and transcript^x, because his May 1, 2019 deed was the current adverse recorded
10 deed when I filed the second action on 8/7/19, and because he had unjustly profited by receiving
11 rents that belonged to me for five years, and because Stokes individually had encumbered the
12 property with a \$355,000 personal loan from Civic Financial Services on May 23, 2019. (it is
13 not attached as it is in the property record filed on 3/15/21, but which was misrepresented to the
14 court in the first action as the Nationstar-Jimijack out-of-court settlement, concealed from the
15 court in the second proceeding and stricken from the 82294 appeal for not being in the court
16 record.

17 22. I did not name Brian or Debra Chiesi as defendants in the second action that I filed pro se
18 on August 7, 2019 to beat the five-year statute of limitation because they had no recorded title
19 claim then.^{xi}

20 23. Brian and Debra Chiesi were named in my First Amended Complaint filed on June 3,
21 2020 by attorney John Thomson (exhibit to Redd Rock's motion to dismiss) because they then
22 held the current adverse recorded title claim as Joel A Stokes, as an individual, gave them a
23 Grant, Sale, Bargain Deed despite Joel A. Stokes' deed being the fruit of the poison tree
24

1 (Jimijack's defective deed was never ruled admissible as proof of title) on December 27, 2019,
2 almost five months after I record three notices of lis pendens on August 7 and two on August 14,
3 2019, related to the second action and my two appeals in case 79295. (The three lis pendens are
4 in the property record filed on March 15, 2021, but were excluded from the court record in the
5 second proceedings improperly.)

6 24. I would also like to clarify that I did not file any claims against Nationstar in the first
7 action for the reasons stated in my declaration to support my first motion to intervene, filed on
8 September 23, 2016, as my intent was to join Nationstar in its bid to void the defective sale so
9 that each of us would return to our respective positions as if the sale had never happened. See
10 9/23/16 sworn affidavit^{xii}.

11 25. I filed claims against Nationstar and its attorneys for quiet title, declaratory relief, unjust
12 enrichment, cancellation of instruments and abuse of process in my complaint filed on August
13 7, 2019 in the second action because it was Nationstar's fraud on the court in the first action that
14 obstructed my case from being heard.

15 26. Nationstar never filed any claims against me in either my individual or my trustee capacity
16 and yet, prevailed against me without producing any evidence or meeting its plaintiff's burden
17 of proof by simply lying with impunity to the court who never knew that Nationstar should have
18 been judicially estopped from claiming it was the beneficiary of the Hansen 7/22/04 deed of trust
19 by virtue of its false and inconsistent claims about it acquired its interest. See 1/11/16 NSM
20 complaint^{xiii}, 6/2/16 NSM AACC vs. Jimijack^{xiv}, 2/12/19 JMOT^{xv} Nationstar's meritless,
21 unwarranted joinder to HOA MSJ, 2/20/19 Nationstar SODWOP^{xvi} vs. Opportunity Homes/F.
22 Bondurant LLC, and 5/31/19 NODP^{xvii} Nationstar vs. Jimijack

1 27. Declarant incorporates all the facts of the Motion and Reply into this declaration as though
2 fully set forth herein.

3 28. I attempted unsuccessfully to bring my claims as an individual party originally in Court
4 Case No. A-15-720032-C (the "First Action").

5 29. I filed my Opposition to Cross-Defendant Sun City Anthem Community Association's
6 Motion for Summary Judgment, filed on 3/5/2019. See Cross-Claimant Nona Tobin's
7 Opposition to Cross-Defendant Sun City Anthem Community Association's ("HOA") Motion
8 for Summary Judgment, filed 3/5/2019, attached hereto as **Exhibit 21**.

9 30. **Exhibit 22** On March 14, 2019 I filed a complaint with the Nevada Office of the Attorney
10 General regarding Nationstar's abuse of the HOA quiet title litigation process to attempt to
11 collect from me a debt I did not owe and that was not due to Nationstar.

12 31. **Exhibit 23** On March 18, 2019 Nationstar filed a three-day notice of intent to take default
13 from Jimijack for its non-response to Nationstar's June 2, 2016 answer and counter-claim.

14 32. **Exhibit 24** On March 21, 2019 Nationstar filed a motion for summary judgment vs.
15 Jimijack which was scheduled by the court to be heard on April 23, 2019.

16 33. Joe Coppedge, Esq., my attorney of the time, failed to file my counter motion for summary
17 judgment that I had prepared in time **Exhibit 25** for the March 26, 2019 hearing of the HOA's
18 motion for summary judgment See so I attempted to return to my pro se status and file the
19 countermotions for summary judgment myself. See attachment 16 to the Complaint to the
20 Commission on Judicial /discipline for my papers that were stricken at the ex parte April 23,
21 2019 hearing meeting between the judge and two of my opponents, , i.e., 4/9/19 NOTA, 4/9/19
22 NOTC, 4/10/19 OPPC, 4/17/19 RPLY.

1 34. Joseph Y. Hong, Esq., counsel for Plaintiff Joel A. and Sandra F. Stokes as Trustees of
2 Jimijack Irrevocable Trust in conspiracy with Melanie Morgan, Esq., attorney for Nationstar
3 Mortgage LLC orchestrated an ex parte meeting with Judge Kishner on April 23, 2019 to obstruct
4 my countermotion for summary judgment and the accompanying verified evidentiary support to
5 my claims from being heard by the court by serving notice through the court's NVefile system
6 that the April 23, 2019 hearing was continued to May 7, 2019. The 4/15/19 stipulation and
7 order to continue April 23, 2019 hearing to May 7, 2019, Nationstar's duplicitous 4/19/19
8 "Response", Hong's 4/22/19 served Notice of entry of order, the 4/23/19 Minutes, the 4/23/19
9 Recorder's Transcript of Hearing are all included in the exhibits of unadjudicated complaints.
10 See Complaint to the Nevada Bar Ethics & Discipline Panel vs. Joseph Hong^{xviii}.

11 35. The prior Court held the April 23, 2019 hearing in my absence of the unnoticed TOBIN
12 OPPOSITION TO NATIONSTAR MOTION FOR SUMMARY JUDGMENT AGAINST
13 JIMIACK AND COUNTER MOTION FOR SUMMARY JUDGMENT HEARING
14 REQUESTED IN CONJUNCTION WITH HEARING FOR NATIONSTAR MSJ
15 SCHEDULED: APRIL 23, 2019 9:30 AM without providing either my counsel or I the
16 opportunity to argue the claims filed or disabuse the court of the misperception that I had never
17 been granted leave to intervene as an individual.

18 36. See **Exhibit 34** Recorder's Transcript of Hearing: All Pending Motions, 3: 13-17, and
19 4:17-24, dated April 23, 2019, attached hereto as Exhibit. The prior Court held the hearing in my
20 absence. See id.at 4:17-5:14.

21 37. Without knowing that the ex parte meeting had occurred on April 23, 2019, 2019 I filed a
22 motion to vacate the April 18, 2019 order pursuant to NRCP 60 and another motion for summary
23 judgment against all parties on on April 24, 2019. These motions are found in **Exhibit 36**

1 38. On June 3, 2019, the court held the calendar call for the June 5, 2019 trial, and without
2 notice, opportunity to respond, or appeal, the court issued Rule 11 sanctions which had a case-
3 concluding impact on me personally based on the court's erroneous beliefs about the court record
4 and the conduct of the attorneys

5 39. On June 3, 2021 as required I filed my [Proposed] Findings of Fact and Conclusion of
6 Law^{xix} in the First Action that same day, but the court issued an unjustified Rule 11 sanction to
7 exclude all documentary evidence from trial

8 40. However, the Honorable Judge Kishner refused to sign it and instead accepted the two-
9 days late Jimijack proposed findings of fact and conclusions of law that was or untimely, fraught
10 with misrepresentations of material fact and misapplication of law, and unsupported by any
11 verified evidence.

12 41. Instead, on November 22, 2019, the prior Court in the First Action, struck my pleadings
13 and papers, as a "non-party." See Notice of Entry of Findings of Fact and Conclusion of Law in
14 the First Action, filed on November 22, 2019,^{xx} 4:23-28.

15 42. I appealed the First Action to the Nevada Supreme Court Case No. 79295, but my appeal
16 was denied on the erroneous grounds that I was not a party and therefore not aggrieved. See
17 individual docketing statement. That was rejected and returned unfiled on September 10, 2019
18 by SC order 19-37846^{xxi}

19 43. However, the lower Court's judgment was affirmed solely as to my quiet title claim as the
20 trustee of the Gordon B. Hansen Trust, dated August 22, 2008, as my five other causes of action
21 were dismissed without prejudice to attend mediation by order entered on September 20, 2017^{xxii}.
22 as required by NRS 38.310(1). See 4/12/21 Order of Affirmance^{xxiii}. My 7/29/19 motion to
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1 dismiss Judge Kishner's orders pursuant to NRS 38.310(2) lack of jurisdiction was stricken
2 unheard because I filed it as a pro se.^{xxiv}

3 44. Because the prior Court struck my pleadings and papers in the First Action, and failed to
4 admit and documentary evidence at trial, I think this Court needs to provide an evidentiary
5 hearing to provide me a Constitutional due process opportunity for my claims to be heard on the
6 merits.

7 45. On February 16, 2021, my attorney John Thomson was served two summons that I was
8 being sued for interpleader by Red Rock both as an individual and as the trustee of the Gordon
9 B. Hansen Trust, dated August 22, 2008.

10 46. Also, on February 16, 2021, I filed a complaint with the Nevada State Bar against Britany
11 Wood, attorney for Brian and Debora Chiesi and Quicken Loans, Inc. for her complicity with
12 other opposing counsels, her meritless joinder and duplicitous request for judicial notice both
13 filed on July 6, 2020 into the second action.^{xxv}

14 47. On March 4, 2021 both complaints (vs. Joseph Hong and /Brittany Wood were rejected
15 on the grounds that I needed to get a court order with findings of attorney misconduct.^{xxvi}

16 48. Upon information and belief, Red Rock filed the interpleader complaint for the improper
17 purpose of attempting to circumvent the appellate process as its interpleader complaint was filed
18 seven years after it was legally required and within days of Red Rock failing to participate in
19 good faith in the Supreme Court's mandatory settlement program.

20 49. Nevertheless, it was my understanding that an answer including a claim for the proceeds
21 had to be filed within 21 days and that pursuant to NRCPC 13 any counter-claims I had were
22 compulsory and had to be filed simultaneously and that cross-claims were permissive with an
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1 unspecified deadline, and that pursuant to NRCP 14 any third-party claims had to be filed within
2 15 days thereafter.

3 50. My attorney was unavailable. His severe staffing shortages and high turnover due to
4 COVID-19 had already resulted in his failing to meet deadlines in my three open appeals (82094,
5 82234, and 82294) from three orders in district court case A-19-799890-C.(entered on October
6 8, 2020, November 17, 2020, and December 3, 2020) which were the result of the second court
7 granting Red Rock's previous June 23, 2020 motion to dismiss with prejudice and all the joinders
8 thereto.

9 51. Upon information and belief, Red Rock's current and previous motions to dismiss my
10 claims on the grounds of res judicata, were meritless and frivolous in that Red Rock knew that
11 my claims had not been fairly adjudicated in the first action due to the fraud on the court in which
12 Red Rock was a co-conspirator and Red Rock and its attorney Steven Scow knew that the excess
13 proceeds of the sale that I was claiming in the second action had never been interpleaded, and
14 this interpleader action was just another abusive litigation tactic.

15 52. As a result of my attorney's lack of resources to timely respond to Red Rock's complaint,
16 I filed into the interpleader case as a pro se because I want to get those proceeds now to help
17 fund my attorney fees which have accrued to \$25,000 so far to defend me in this interpleader
18 case, close to \$100,000 for the second case and three appeals and which approximated \$150,000
19 in the first case and Hansen Trust appeals. I knew I was the only party with a current recorded
20 claim.^{xxvii}

21 53. I filed as a pro se into this case the following documents:

22 54. On [3/8/21](#) I filed NONA TOBIN'S ANSWER, AFFIRMATIVE DEFENSES AND
23 COUNTER-CLAIM VS. RED ROCK FINANCIAL SERVICES, CROSS-CLAIMS VS.
24

1 NATIONSTAR MORTGAGE LLC AND WELLS FARGO, N.A., AND MOTION FOR
2 SANCTIONS VS. RED ROCK FINANCIAL SERVICES AND NATIONSTAR MORTGAGE
3 LLC, AND/OR NATIONSTAR MORTGAGE DBA MR. COOPER PURSUANT TO NRCP
4 11(b)(1)(2)(3) and/or(4), NRS 18.010(2), NRS 207.407(1), NRS 42.005^{xxviii}

5 55. On [3/15/21](#) I filed NONA TOBIN'S REQUEST FOR JUDICIAL NOTICE OF THE
6 COMPLETE OFFICIAL CLARK COUNTY 2003-2021 PROPERTY RECORDS FOR APN
7 191-13-811-052^{xxix}

8 56. On [3/22/21](#) I filed TOBIN INITIAL APPEARANCE AND FEE DISCLOSURE

9 57. On [3/22/21](#) I filed NONA TOBIN S THIRD PARTY COMPLAINT 1. ABUSE OF
10 PROCESS 2. RACKETEERING (NRS 207.360(9)(18)(29)(30)(35); NRS 207.390, NRS
11 207.400(1)(2) 3. FRAUD NRS 205.330, NRS 205.360, NRS 205.372, NRS 205.377, NRS
12 205.395, NRS 205.405, NRS 111.175 4. RESTITUTION AND RELIEF REQUESTED
13 EXCEEDS \$15,000 5. EXEMPLARY AND PUNITIVE DAMAGES PURSUANT TO NRS
14 42.005, NRS 207.470(1) & (4) 6. SANCTIONS PURSUANT TO NRCP 11(b)(1-4); NRPC 3.1,
15 3.3, 3.4,3.5(b), 4.1, 4.4, 5.1, 5.2, 8.3, 8.4vs. STEVEN B. SCOW; BRODY R. WIGHT; JOSEPH
16 HONG; MELANIE MORGAN; DAVID OCHOA; BRITTANY WOOD^{xxx}

17 58. On [4/4/21](#) I filed NONA TOBIN'S REQUEST FOR JUDICIAL NOTICE OF THE
18 NEVADA REVISED STATUTES, NEVADA RULES OF CIVIL PROCEDURE, NEVADA
19 RULES OF PROFESSIONAL CONDUCT AND SUN CITY ANTHEM GOVERNING
20 DOCUMENTS GERMANE TO THE INSTANT ACTION^{xxxi}

21 59. On [4/7/21](#) I filed NONA TOBIN S REQUEST FOR JUDICIAL NOTICE OF THE
22 NEVADA REVISED STATUTES, NEVADA RULES OF CIVIL PROCEDURE, NEVADA
23
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1 RULES OF PROFESSIONAL CONDUCT AND SUN CITY ANTHEM GOVERNING
2 DOCUMENTS GERMANE TO THE INSTANT ACTION^{xxxii}

3 60. On [4/9/21](#) I filed Nona Tobin's Request for Judicial Notice of NRCP 16.1 Disclosures and
4 Subpoena Responses from Discovery in Case A-15-720032-C and Disputed Facts in the Court
5 Record^{xxxiii}

6 61. On [4/12/21](#) I filed Nona Tobin's Amended Motion for an Order to Distribute Interpleaded
7 Proceeds with Interest to Sole Claimant Nona Tobin^{xxxiv}

8 62. On [4/15/21](#) I filed Counter-Claimant & Cross-Claimant Nona Tobin's Motion for
9 Summary Judgment vs. Counter-Defendant Red Rock Financial Services and Cross-Defendants
10 Nationstar Mortgage LLC & Wells Fargo, N.A. and Motion for Punitive Damages and Sanctions
11 Pursuant to NRCP 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.401(1) and/or NRS
12 42.005.^{xxxv}

13 63. On [4/26/21](#) I filed Nona Tobin's Opposition to Red Rock Financial Services's Motion to
14 Dismiss Tobin's Counter-Claims and Motion for Sanctions Pursuant to NRCP 11(b)(1)(2)(3)
15 and/or (4), NRS 18.010(2), NRS 207.40(1), NRS 42.005^{xxxvi}

16 64. On [5/4/21](#) I filed Nona Tobin's Reply to Nationstar's & Wells Fargo's Opposition to
17 Tobin's Motion to Distribute Proceeds and to Their Untimely Joinder to Red Rock's Motion to
18 Dismiss and Tobin's Reply to Support Tobin's Motion for Summary Judgment Vs. Nationstar &
19 Wells Fargo^{xxxvii}

20 65. On [5/9/21](#) I filed NONA TOBIN'S REPLY TO RED ROCK'S JOINDER TO
21 NATIONSTAR'S OPPOSITION TO TOBIN MOTION TO DISTRIBUTE PROCEEDS^{xxxviii}

22 66. On [5/9/21](#) I filed NONA TOBIN'S REPLY TO RED ROCK FINANCIAL SERVICES'
23 OPPOSITION TO TOBIN'S MOTION FOR SUMMARY JUDGMENT VS. RED ROCK
24

1 FINANCIAL SERVICES AND NATIONSTAR/WELLS FARGO JOINDER THERETO AND
2 TOBIN'S MOTION TO AMEND THIRD PARTY COMPLAINT TO ADD PARTIES &
3 CLAIMS PRIOR TO SERVICE^{xxxix}

4 67. The court scheduled my 4/12/21 Amended Motion for an Order to Distribute Interpleaded
5 Proceeds with Interest to Sole Claimant Nona Tobin and my 4/15/21 Counter-Claimant & Cross-
6 Claimant Nona Tobin's Motion for Summary Judgment vs. Counter-Defendant Red Rock
7 Financial Services and Cross-Defendants Nationstar Mortgage LLC & Wells Fargo, N.A. and
8 Motion for Punitive Damages and Sanctions Pursuant to NRC 11(b)(1)(2)(3) and/or (4), NRS
9 18.010(2), NRS 207.401(1) and/or NRS 42.005 to be heard on May 18, 2021.

10 68. Red Rock Financial Services, LLC's Motion to Dismiss Counterclaimant Nona Tobin's
11 Counterclaim and Petition for Sanctions, filed on April 16, 2021, was also scheduled to be heard
12 on May 18, 2021.

13 69. In preparation for the May 18, 2021 hearing, on or about May 8 to May 11, I personally
14 compiled and delivered to the court courtesy copies of the A-21-828840-C court record, as
15 required by EDCR 2.20(g), in about a dozen tabbed and indexed binders.

16 70. These binders included hard copies of documents that were in some cases only hyperlinks
17 in requests for judicial notice that were filed on March 15, 2021 (the complete APN 191-13-811-
18 052 property record that shows neither Nationstar nor Wells Fargo has a recorded claim that
19 would give them standing to file a claim for the excess proceeds); on April 4, 2021 (the
20 previously unadjudicated civil claims and administrative complaints that show my claims have
21 never previously been adjudicated due to fraud on the court perpetrated by opposing parties and
22 their counsels)(My complaint to the Nevada Commission on Judicial Discipline and my May 21,
23 2021 request for reconsideration^{xl} were both rejected administratively by the staff attorney on
24

1 May 11, 2021^{xli} and May 25, 2021 ^{xlii}; on April 7, 2021 (relevant laws, regulations and HOA
2 governing documents); and on April 9, 2021 (NRCP 16.1 disclosures and subpoena responses
3 that show all opposing counsels concealed, misrepresented and/or falsified evidence, upon
4 information and belief, for the improper purpose of covering up that my property was actually
5 stolen from me).

6 71. The binders included Wells Fargo, N.A. and Nationstar Mortgage LLC's Joinder to Red
7 Rock Financial Services, LLC's Motion to Dismiss Counterclaimant Nona Tobin's Counterclaim
8 and Petition for Sanctions even though it was untimely as it was not filed until May 3, 2021, well
9 past the five-day deadline in EDCR 2.20(d) and ultimately was not heard or included in the
10 September 10, 2021 dismissal order.

11 72. On May 11, 2021 Judicial Executive Assistant Athena Trujillo emailed the opposing
12 attorneys and me, stating

13 "We are in receipt of several binders submitted in anticipation of the motion
14 hearing. The Court is inquiring if parties intend to have a full evidentiary hearing, or if
15 you anticipate normal motion argument. Please advise as soon as possible. Thank you!"

16 73. On May 11, 2021, I responded, stating my expectations and requests for the May 18, 2021
17 hearing:

18 "On 4/16/21 Red Rock filed a motion to dismiss all my claims and motion for sanctions
19 on the grounds of res judicata/claims preclusion, including my claim that **but for the**
20 fraud on the court by these very parties and their attorneys, Nationstar and Joel Stokes
couldn't have pulled off the theft of my property, causing me \$750,000 actual damages
thereby.

21 The binders I gave the court contained a portion of the unadjudicated claims hyperlinked
22 to my 4/4/21 request for judicial notice of my many unadjudicated civil claims and
administrative complaints. (attached)

23 I don't expect this court to conduct a full evidentiary hearing on 5/18/21 of all the
24 unadjudicated claim in the binders, or even of the claims filed on 3/8/21.

1 I am asking the court to notice that no court or administrative or law enforcement agency
2 has held any evidentiary hearing in any proceeding over the last five years. Further, the
3 State Bar of Nevada, the Nevada Attorney General, the Henderson Police Department,
4 the Las Vegas Metro Police, and the State of Nevada Mortgage Lending Division will
5 not investigate this evidence for disciplinary or criminal charges, absent findings of fact
6 and conclusions of law by this court.

7 I brought the actual documents for the court to notice what Red Rock, Nationstar and
8 Wells Fargo (joinder filed on 5/3/21 attached) are asking her to dismiss without
9 consideration of the evidence on the misrepresentation that they had already been fairly
10 adjudicated. In addition, there is no other way for the court to see the content of the some
11 of the unadjudicated claims any other way, such as those that were stricken unheard
12 without appeal, and then erased (inappropriately) from the court record as if they had
13 never been filed.

14 The counter-defendants and cross-defendants are asking the Court to dismiss my all my
15 unanswered claims (3/8/21 AACC attached) in an attempt to preclude any evidentiary
16 hearing by any court. ever.

17 The requested order of the motions to be heard at the 5/18/21 hearing.

18 The counter-defendants and cross-defendants are asking the court to hear Red Rock's
19 4/16/21 motion to dismiss before hearing my 4/15/21 motion for summary
20 judgment (attached) and my 4/12/21 motion to distribute the proceeds (attached).

21 I am asking the court to do the reverse, i.e., to consider the motions in the order they
22 were filed, and for the court to consider the evidence in the 3/8/21 AACC and the four
23 requests for judicial notice filed on 3/15/21 (property record), 4/4/21 (unadjudicated
24 claims), 4/7/21 (laws & regs), and 4/9/21 (evidence proffered in the court record) as the
basis for ruling.

Thank you for asking. I hope that clarified the purpose of delivering the binders and my
expectations for the hearing on 5/18/21.”

74. On May 14, 2021, I received the notification that the court would hold an evidentiary
hearing in an email from Athena Trujillo that stated:

“Due to the plethora of documents submitted and Ms. Tobin’s request to play video as
part of her argument to the Court; the Court has elected to set this matter for an
evidentiary hearing. Please appear on Tuesday and be prepared with possible dates for
the hearing. Thank you!”

1 75. On May 14, 2021, I offered to argue the motion to distribute the proceeds on May 18,
2 2021 and leave the motion for summary judgment for the evidentiary hearing, stating:

3 "Thank you. I am attempting to get counsel to handle the evidentiary hearing, but I am
4 prepared to argue my motion to distribute the proceeds on Tuesday if you want to deal
5 with that piece now."

6 76. On May 14, 2021, I received the court's response:

7 "The Court will set the date for evidentiary hearing on Tuesday only; there will be no
8 argument on the motion."

9 77. On May 17, 2021, I emailed the court again, stating:

10 "I hired an attorney, John W. Thomson, who will appear tomorrow for the scheduling
11 of the evidentiary hearing. Can I come down and pick up the binders of courtesy copies
today so I can give them to the attorney?"

12 78. On May 17, Athena Trujillo responded;

13 Unfortunately the Court is unable to return the courtesy copies as it anticipates needing
14 them for the evidentiary hearing. Additionally, now that you are represented by counsel,
15 all communication regarding your case must come from the attorney. Thank you!"

16 79. Between May 18, 2021 and today, November 9, 2021, I have paid about \$25,000 in
17 attorney fees for this A-21-828840-C court to:

18 80. NOT hold the evidentiary hearing the court itself ordered (NEOJ 7/25/21)^{xliii},

19 81. NOT hear my motion for an order to distribute the \$57,282.32 proceeds plus seven years
20 interest to me as the sole claimant after Red Rock wrongfully obstructed my claiming them for
21 seven years,

22 82. NOT address in the September 10, 2021 order my unanswered cross-claims filed on March
23 8, 2021 versus Nationstar and Wells Fargo for Fraud, Conversion and/or Unjust Enrichment, and
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1 Racketeering and Petition for Sanctions against Nationstar pursuant to NRCP 11(b)(1)(2)(3)
2 and/or (4), NRS 18.010(2), NRS 207.407(1), NRS 42.005,

3 83. NOT grant my motion for summary judgment versus Red Rock, Nationstar, and Wells
4 Fargo, by assuming that there were disputed facts when none of the counter- or cross-defendants
5 answered or refuted any of the allegations in my counter and cross claims statements of facts,

6 84. And dismiss with prejudice, without consideration of any verified evidence, my counter-
7 claims for Interpleader, Fraud, Unjust Enrichment and/or Conversion, Alter Ego/Lift the
8 Corporate Veil, and Racketeering and Petition for Sanctions vs. Red Rock pursuant to NRCP
9 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.407(1), NRS 42.005 on the provably
10 erroneous grounds of res judicata, failure to plead the fraud claim to the NRCP 9(b) standard,
11 the petition for sanction did not meet the Rule 11 procedural requirements, and all counter-claims
12 were time-barred.

13 85. By failing to hold the evidentiary hearing that was scheduled for August 19, 2021, this A-
14 21-828840-C court joined the A-15-720032-C, A-16-730078-C and A-19-799890-C courts in
15 dismissing my claims by relying SOLELY on the misrepresentations of attorneys without
16 consideration of ANY verified evidence. (“As other jurisdictions have required, we recognize
17 that district courts should hold an evidentiary hearing for colorable claims of affirmative
18 misrepresentation.” *Manuela Rubio v. Nevada*, 124 Nev. 1032, 1044 (Nev. 2008)

19 86. Upon information and belief, if this court holds the evidentiary hearing required by NRS
20 40.110 that was previously ordered, the verified evidence will prove the veracity of my claims
21 that, inter alia:

22 87. Red Rock unlawfully conducted the unwarranted sale after misapplying my check 143
23 assessment and late fee payment to unauthorized fees (prohibited by NRS 116A640(8)) and
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1 covertly rejected assessment payments (prohibited by NRS 116A640(9)) that would have
2 satisfied the super-priority or cured the alleged default or both, any one of which voids the sale.

3 88. Red Rock conducted the HOA sale on August 15, 2014 without providing me or my listing
4 agent Craig Leidy any notice whatsoever after postponing the sale at least four times while it
5 was in escrow for fair-market-valued, arms-length sales.

6 89. Red Rock secretly sold the property after Nationstar claimed the unidentified beneficiary
7 had rejected the \$367,500 offer I accepted on May 8, 2014 from the high bidder on an
8 auction.com sale Nationstar forced me to conduct after Nationstar rejected a \$340,000 cash offer
9 I accepted on March 4, 2014.

10 90. Red Rock sold it for \$63,100 to a Realtor in the listing office a few weeks after I told the
11 broker that I had evidence that no lender had standing to foreclose and was on the verge of taking
12 it off the market and renting it myself.

13 91. Red Rock produced in response to my February 4, 2019 subpoena an improperly verified,
14 incomplete, inaccurate, and sometimes blatantly falsified records and accounts related to the
15 collection and foreclosure process and concealed the applicable debt collection contract.

16 92. Red Rock concealed the identities of the underlying partners in Red Rock Financial
17 Services (EIN 88-0358132) who have unjustly profited at my expense and at the expense of all
18 the Sun City Anthem homeowners.

19 93. Steven Scow's and/or Red Rock's unreasonable, and, pursuant to NRS 116.31164(3)
20 (2013) unlawful retention of the proceeds from this HOA sale in an unauthorized, unaudited
21 account held in trust for unidentified persons is not unique as my examination of the records of
22 a dozen other Sun City Anthem foreclosures shows the same pattern.

23 94. Nationstar has lied repeatedly to the courts by claiming to be the beneficiary of the Hansen
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7/22/04 first deed of trust and has recorded multiple false claims to title to steal this property.

95. Nationstar concealed the Equator records and other documents that prove Nationstar was not the beneficiary of the Hansen 7/22/04 first deed of trust and was not acting for the benefit of Wells Fargo.

96. Nationstar has filed many meritless lawsuits to abuse the HOA quiet title litigation process to evade the terms of the PUD Rider remedies provision and the NRS 107 (as amended by AB 284 (2011) foreclosure requirements to fraudulently create standing to foreclose on deeds of trust and notes it does not own and/or to collect an alleged debt from persons who do not owe Nationstar anything.

97. Nationstar's fraud on the court included orchestrating an ex parte meeting with Judge Kishner in the first proceedings at which it misrepresented material facts to the court and obstructed my claims from being adjudicated, my evidence suppressed, and allowed Nationstar to prevail without even putting on a case or going to trial.

98. Red Rock's fraud on the court included presenting false evidence to the court to cover up its unlawful predatory debt collection practices by which this HOA sale was actually conducted.

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

DATED this 9th day of November, 2021



NONA TOBIN, AN INDIVIDUAL
2664 Olivia Heights Ave.
Henderson NV 89052
Office: (702) 465-2199
nonatobin@gmail.com
In propria persona

CERTIFICATE OF SERVICE

I, Nona Tobin, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this the 9th day of November, 2021, I served via the Clark County electronic filing system a true and correct copy of the foregoing NONA TOBIN'S DECLARATION IN SUPPORT OF HER MOTION TO RECONSIDER THE ORDER ENTERED ON SEPTEMBER 10, 2021 THAT DISMISSED WITH PREJUDICE TOBIN'S COUNTER-CLAIMS AND PETITION FOR SANCTIONS PURSUANT TO VS. NRCP 11, NRS 18.010(2), and NRS 207.470(1), and NRS 42.005 VS. RED ROCK FINANCIAL SERVICES to all parties listed in the Odyssey eFileNV service contact list in case A-21-828840-C:



Nona Tobin

1 List of Exhibits

- 2 ⁱ [Complaint to the Mortgage Lending Division](#) I filed on 12/16/20 was rejected for lack of jurisdiction as Nationstar
did not foreclose
- 3 ⁱⁱ Complaint to the Nevada Attorney General I filed on 3/14/19 and 11/10/20 [AG1](#) and [AG 2](#) rejected for lack of
jurisdiction
- 4 ⁱⁱⁱ Complaint to the Nevada Commission on Judicial Discipline I filed on 1/27/21 [NCJD1](#) and [NCJD2](#) and [NCJD3](#)
rejected as untimely
- 5 ^{iv} [False evidence entered into the court record via the Red Rock foreclosure file](#)
- 6 ^v [RRFS 001-425](#) Red Rock foreclosure file produced by Steven Scow in response to my 2/4/19 subpoena
- 7 ^{vi} [7/22/19 MNTR](#) motion for a new trial pursuant to NRCP 54b and NRCP 59(a)(1)(A)(B)(C)(F)
- 8 ^{vii} [4/25/19 Pre-trial conference minutes](#)
- 9 ^{viii} [4/25/19 PTC amended transcript](#)
- 10 ^{ix} Jimijack-Nationstar settlement documents [status check 5/21/19 minutes](#)
- 11 ^x Jimijack-Nationstar settlement documents [5/21/19 transcript](#)
- 12 ^{xi} [8/7/19 A-19-799890-C Tobin complaint](#)
- 13 ^{xii} [9/23/16 Tobin affidavit](#)
- 14 ^{xiii} [1/11/16 complaint](#) Nationstar vs. Opportunity Homes (a disinterested party
- 15 ^{xiv} [6/2/16 Nationstar AACC](#) vs jimijack
- 16 ^{xv} [2/12/19 Nationstar JMOT](#) vs.. Hansen Trust
- 17 ^{xvi} [2/20/21 SODWOP](#)
- 18 ^{xvii} [5/31/19 NSM NODP](#) vs. Jimijack
- 19 ^{xviii} [2/14/21 Complaint](#) to the Nevada Bar Ethics & Discipline Panel vs. Joseph Hong
- 20 ^{xix} [6/3/19 Proposed Findings of Fact and conclusions of Law](#)
- 21 ^{xx} [11/22/19 NEOJ](#) Notice of Entry of Findings of Fact and Conclusion of Law in the First Action, filed on November
22, 2019
- 22 ^{xxi} Nona Tobin's individual docketing statement that was rejected and returned unfiled on September 10, 2019 by [SC](#)
[order 19-37846](#)
- 23 ^{xxii} [9/20/17 NESO](#) notice of entry of stipulation and order to dismiss without prejudice Tobin/Hansen Trust claims,
except quiet title, pending completion of NRS 38.310 mediation
- 24 ^{xxiii}
- ^{xxiv} [7/29/19 motion to dismiss](#) pursuant to NRS 38.310(2)
- ^{xxv} [2/16/21 complaint vs. Brittany Wood](#) and [online receipt](#)
- ^{xxvi} [3/4/21 rejection of bar complaints](#) to get court order
- ^{xxvii} [3/28/17 deed](#) Gordon B. Hansen Trust, dated 8/22/08 to Nona Tobin, an individual, as the sole beneficiary
- ^{xxviii} [3/8/21 AACC](#) NONA TOBIN'S ANSWER, AFFIRMATIVE DEFENSES AND COUNTER-CLAIM VS. RED
ROCK FINANCIAL SERVICES, CROSS-CLAIMS VS. NATIONSTAR MORTGAGE LLC AND WELLS
FARGO, N.A., AND MOTION FOR SANCTIONS VS. RED ROCK FINANCIAL SERVICES AND
NATIONSTAR MORTGAGE LLC, AND/OR NATIONSTAR MORTGAGE DBA MR. COOPER PURSUANT
TO NRCP 11(b)(1)(2)(3) and/or(4), NRS 18.010(2), NRS 207.407(1), NRS 42.005
- ^{xxix} [3/15/21 RFJN](#) NONA TOBIN'S REQUEST FOR JUDICIAL NOTICE OF THE COMPLETE OFFICIAL
CLARK COUNTY 2003-2021 PROPERTY RECORDS FOR APN 191-13-811-052
- ^{xxx} [3/22/21](#) NONA TOBIN S THIRD PARTY COMPLAINT 1. ABUSE OF PROCESS 2. RACKETEERING
(NRS 207.360(9)(18)(29)(30)(35); NRS 207.390, NRS 207.400(1)(2) 3. FRAUD NRS 205.330, NRS 205.360, NRS
205.372, NRS 205.377, NRS 205.395, NRS 205.405, NRS 111.175 4. RESTITUTION AND RELIEF
REQUESTED EXCEEDS \$15,000 5. EXEMPLARY AND PUNITIVE DAMAGES PURSUANT TO NRS 42.005,
NRS 207.470(1) & (4) 6. SANCTIONS PURSUANT TO NRCP 11(b)(1-4); NRPC 3.1, 3.3, 3.4,3.5(b), 4.1, 4.4, 5.1,
5.2, 8.3, 8.4vs. STEVEN B. SCOW; BRODY R. WIGHT; JOSEPH HONG; MELANIE MORGAN; DAVID
OCHOA; BRITTANY WOOD
- ^{xxxi} On [4/4/21](#) I filed NONA TOBIN'S REQUEST FOR JUDICIAL NOTICE OF THE NEVADA REVISED
STATUTES, NEVADA RULES OF CIVIL PROCEDURE, NEVADA RULES OF PROFESSIONAL CONDUCT
AND SUN CITY ANTHEM GOVERNING DOCUMENTS GERMANE TO THE INSTANT ACTION
- ^{xxxii} [4/7/21](#) I filed NONA TOBIN S REQUEST FOR JUDICIAL NOTICE OF THE NEVADA REVISED
STATUTES, NEVADA RULES OF CIVIL PROCEDURE, NEVADA RULES OF PROFESSIONAL CONDUCT
AND SUN CITY ANTHEM GOVERNING DOCUMENTS GERMANE TO THE INSTANT ACTION

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xxxiii [4/9/21](#) I filed Nona Tobin's Request for Judicial Notice of NRCP 16.1 Disclosures and Subpoena Responses from Discovery in Case A-15-720032-C and Disputed Facts in the Court Record

xxxiv On [4/12/21](#) I filed Nona Tobin's Amended Motion for an Order to Distribute Interpleaded Proceeds with Interest to Sole Claimant Nona Tobin

xxxv [4/15/21](#) I filed Counter-Claimant & Cross-Claimant Nona Tobin's Motion for Summary Judgment vs. Counter-Defendant Red Rock Financial Services and Cross-Defendants Nationstar Mortgage LLC & Wells Fargo, N.A. and Motion for Punitive Damages and Sanctions Pursuant to NRCP 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.401(1) and/or NRS 42.005.

xxxvi [4/26/21](#) I filed Nona Tobin's Opposition to Red Rock Financial Services's Motion to Dismiss Tobin's Counter-Claims and Motion for Sanctions Pursuant to NRCP 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.40(1), NRS 42.005

xxxvii [5/4/21](#) I filed Nona Tobin's Reply to Nationstar's & Wells Fargo's Opposition to Tobin's Motion to Distribute Proceeds and to Their Untimely Joinder to Red Rock's Motion to Dismiss and Tobin's Reply to Support Tobin's Motion for Summary Judgment Vs. Nationstar & Wells Fargo

xxxviii [5/9/21](#) I filed NONA TOBIN'S REPLY TO RED ROCK'S JOINDER TO NATIONSTAR'S OPPOSITION TO TOBIN MOTION TO DISTRIBUTE PROCEEDS

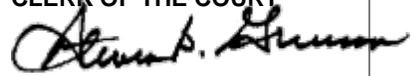
xxxix [5/9/21](#) I filed NONA TOBIN'S REPLY TO RED ROCK FINANCIAL SERVICES' OPPOSITION TO TOBIN'S MOTION FOR SUMMARY JUDGMENT VS. RED ROCK FINANCIAL SERVICES AND NATIONSTAR/WELLS FARGO JOINDER THERETO AND TOBIN'S MOTION TO AMEND THIRD PARTY COMPLAINT TO ADD PARTIES & CLAIMS PRIOR TO SERVICE

xl [5/21/21 request for reconsideration](#)

xli [5/11/21 rejection of NCJD complaint](#)

xlii [May 25, 2021 rejection](#) of request for reconsideration

xliii [7/25/21 NESO](#) notice of entry of order for an evidentiary hearing on 8/19/21



1 **DECL/MOT**
2 NONA TOBIN, AN INDIVIDUAL
3 2664 Olivia Heights Ave.
4 Henderson NV 89052
5 (702) 465-2199
6 nonatobin@gmail.com

In propria persona

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 RED ROCK FINANCIAL SERVICES,

10 Plaintiff,

11 vs.

12 NONA TOBIN, AN INDIVIDUAL and as
13 Trustee of the GORDON B. HANSEN
14 TRUST, dated 8/22/08; REPUBLIC
15 SERVICES, INC. a Nevada Corporation;
16 WELLS FARGO, N.A.; a national banking
17 association; NATIONSTAR
18 MORTGAGE, LLC, a Delaware company;
19 and DOES 1-100;

20 Defendants.

21 NONA TOBIN, AN INDIVIDUAL,

22 Counter-Claimant,

23 vs.

24 RED ROCK FINANCIAL SERVICES

25 Counter-Defendant

26 NONA TOBIN, AN INDIVIDUAL;

27 Cross-Claimant,

28 vs.

WELLS FARGO, N.A., a national banking
association; NATIONSTAR MORTGAGE,
LLC, a Delaware company; and DOES 1-
100;

Cross-Defendants.

Case No.: A-21-828840-C

Department: VIII

DECLARATION OF NONA TOBIN
IN SUPPORT OF MOTION FOR P.
STERLING KERR TO WITHDRAW
AS COUNSEL TO ALLOW HER
RETURN TO PRO SE WITH NO
HEARING

NO HEARING REQUESTED

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Comes now NONA TOBIN, AN INDIVIDUAL, in proper person to file a declaration made under penalty of perjury to support the motion of Law Offices of P. Sterling Kerr to withdraw as counsel immediately without the requirement of a hearing by asserting her right to return to her pro se status in these proceedings.

**DECLARATION OF NONA TOBIN IN SUPPORT OF WITHDRAWAL OF COUNSEL
WITHOUT A HEARING**

I, NONA TOBIN, declare under penalty of perjury as follows:

1. I am the Defendant, Counter-Claimant, Cross-Claimant, and Counter- and Cross-Petitioner for sanctions pursuant to NRCPC 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.401(1) and/or NRS 42.005. in the above-entitled matter.
2. I make this declaration to support the motion to withdraw as my counsel of record of the Law Offices of P. Sterling Kerr and its attorneys of Taylor Simpson and Suzanne Carver.
3. A client generally has the right of counsel of their choosing. See e.g. Leibowitz v. The Eighth Jud. Dist. Ct. of the State of Nev. ex rel. Cty. of Clark, 119 Nev. 523, 534, 78 P.3d 515, 522 (2003).
4. I knowingly and freely discharged attorneys Taylor Simpson and Suzanne Carver of the Law Offices of P. Sterling Kerr as my counsel of record on November 9, 2021 which, not coincidentally, was the deadline for me to file a declaration to be considered at the November 16, 2021 hearing of the motion to reconsider the September 10, 2021 order to dismiss with prejudice on the grounds of res judicata my claims and petition for sanctions against Red Rock.

1 5. On November 9, 2021 Suzanne Carver filed a motion to withdraw as counsel,ⁱ sent me a
2 copy and informed me that I could file my declaration.

3
4 6. I filed my declaration under penalty of perjury on November 9, 2021ⁱⁱ for the specific
5 purpose of ensuring that the A-21-828840-C record included portions of the previous court
6 records that were stricken from appeal 82294 that constitute proof that the legal doctrine of
7 claims and issue preclusion cannot apply to my claims as I did not have a full and fair
8 opportunity to litigate my claims. *Johnson v. Travelers Ins.*, No. 69937, at *7-8 (Nev. App. Apr.
9 28, 2017) (“*Thompson v. City of N. Las Vegas*, [108 Nev. 435, 439-40](#), [833 P.2d 1132, 1134-](#)
10 [35](#) (1992) (holding that issue preclusion is inapplicable if a party "did not have a full and fair
11 opportunity to litigate an issue")”)

12
13 7. Apparently because Suzanne Carver’s motion to withdraw stated “Oral argument
14 requested”, the Clerk scheduled the matter for hearing on December 14, 2021.
15

16 8. I do not want to be represented at the November 16, 2021 hearing of the motion to
17 reconsider. I did not have an opportunity to review and approve the motion to reconsider and
18 the reply filed by my counsel of record, and I do not believe the most significant issue has been
19 properly argued.
20

21 9. I want to argue that the claims preclusion does not apply as the previous judgment was
22 obtained by fraud on the court in that Red Rock produced falsified records and accounts into the
23 first proceedings that misrepresented that the sale complied with all legal requirements and that
24 Nationstar’s ex parte meeting with Judge Kishner and its fraudulent side deal with Jimijack
25 allowed Nationstar and Jimijack to evade detection that neither had any admissible evidence to
26 support a quiet title claim.
27
28

1 10. If withdrawal is not accomplished immediately, there will be material adverse effect to
2 me personally, cause undue delay, and damage my right to a fair adjudication of my case.

3
4 11. Good cause therefore exists to grant the motion to withdraw immediately without a
5 hearing and allow me to argue as a pro se the motion for reconsideration of the September 10,
6 2021 order that dismissed with prejudice my March 8, 2021 counter-claims against Red Rock
7 and petition for sanctions against Red Rock pursuant to NRCP 11(b)(1)(2)(3) and/or (4), NRS
8 18.010(2), NRS 207.401(1) and/or NRS 42.005.

9
10 12. I wish to immediately return to my pro se status, initiated on March 8, 2021 and was
11 supported by my pro se Initial Appearance Fee disclosureⁱⁱⁱ, filed on March 21, 2021.

12
13 13. I am competent to proceed without an attorney as I filed as a pro se all the pleadings,
14 notices, motions, replies and oppositions on my own behalf as an individual, through May 9,
15 2021.^{iv}

16
17 14. I only elected to retain counsel for this case on May 14, 2021 because the court ordered
18 an evidentiary hearing be held on the three motions that were originally scheduled to be heard
19 on May 18, 2021^v:

20
21 15. This declaration is also intended to be used to encourage this court to hold the
22 evidentiary hearing, previously ordered to be conducted on August 19, 2021 by the stipulation
23 and order entered on July 27, 2021^{vi}, to rule on my April 12, 2021 motion for an order to
24 distribute the interpleaded proceeds to Nona Tobin as the sole claimant and my April 15, 2021
25 motion for summary judgment against Red Rock, Nationstar and Wells Fargo for their failure to
26 file an answer or produce any evidence to refute my March 8, 2021 “NONA TOBIN’S
27 ANSWER, AFFIRMATIVE DEFENSES AND COUNTER-CLAIM VS. RED ROCK
28

1 FINANCIAL SERVICES, CROSS-CLAIMS VS. NATIONSTAR MORTGAGE LLC AND
2 WELLS FARGO, N.A., AND MOTION FOR SANCTIONS VS. RED ROCK FINANCIAL
3 SERVICES AND NATIONSTAR MORTGAGE LLC, AND/OR NATIONSTAR
4 MORTGAGE DBA MR. COOPER PURSUANT TO NRCP 11(b)(1)(2)(3) and/or(4), NRS
5 18.010(2), NRS 207.407(1), NRS 42.005”.

6
7 16. The court already has almost all of the courtesy copies required for the previously-
8 ordered, but not held, evidentiary hearing in that when I was previously representing myself pro
9 se, in preparation for the May 18, 2021 hearing, on or about May 8 to May 11, I personally
10 compiled and delivered to the court courtesy copies of the A-21-828840-C court record, as
11 required by EDCR 2.20(g), in about a dozen tabbed and indexed binders.

12
13 17. These binders included hard copies of documents that were in some cases only
14 hyperlinks in requests for judicial notice that were filed on March 15, 2021 (the complete APN
15 191-13-811-052 property record that shows neither Nationstar nor Wells Fargo has a recorded
16 claim that would give them standing to file a claim for the excess proceeds); on April 4, 2021
17 (the previously unadjudicated civil claims and administrative complaints that show my claims
18 have never previously been adjudicated due to fraud on the court perpetrated by opposing
19 parties and their counsels)(My complaint to the Nevada Commission on Judicial Discipline and
20 my May 21, 2021 request for reconsideration^{vii} were both rejected administratively by the staff
21 attorney on May 11, 2021^{viii} and May 25, 2021^{ix}; on April 7, 2021 (relevant laws, regulations
22 and HOA governing documents); and on April 9, 2021 (NRCP 16.1 disclosures and subpoena
23 responses that show all opposing counsels concealed, misrepresented and/or falsified evidence,
24 upon information and belief, for the improper purpose of covering up the conspiracy by which
25
26
27
28

1 my property was wrongfully confiscated and the HOA quiet title litigation was abused to falsely
2 acquire legal sanction for the crime).

3
4 18. After reviewing these documents (which the court has retained), the court decided on
5 May 14, 2021 to hold an evidentiary hearing. Eventually, the court scheduled for the evidentiary
6 hearing for August 19, 2021 of two of my motions: 1) 4/12/21 Amended Motion for an Order
7 to Distribute Interpleaded Proceeds with Interest to Sole Claimant Nona Tobin and 2) 4/15/21
8 Counter-Claimant & Cross-Claimant Nona Tobin's Motion for Summary Judgment vs. Counter-
9 Defendant Red Rock Financial Services and Cross-Defendants Nationstar Mortgage LLC &
10 Wells Fargo, N.A. and Motion for Punitive Damages and Sanctions Pursuant to NRC
11 P 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.401(1) and/or NRS 42.005.
12

13 19. Red Rock's motion to dismiss my counter-claims and petition for sanctions pursuant to
14 NRC P 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.401(1) and/or NRS 42.005 as to Red
15 Rock, filed the day after my motion for summary judgment on April 16, 2021, was also
16 scheduled to an evidentiary hearing on August 19, 2021.
17

18 20. On May 15, 2021 I hired attorney John Thomson to represent me at the evidentiary
19 hearing, and gave him a \$10,000 retainer, because
20

21 21. 1) I have never done an evidentiary hearing in a Nevada court and
22

23 22. 2) there have been no evidentiary hearings in any of the cases related to this dispute that
24 has been ongoing since 2015;

25 23. 3) my experience with evidence-based adjudication has only been in California and
26

27 24. 4) my experience has exclusively been in administrative, non-judicial, and employment-
28 related settings.

1 25. John Thomson filed a notice of appearance on June 22, 2021 and represented me at the
2 August 19, 2021 hearing at which, allegedly due to some unspecified “Master Calendar” failing,
3 this court considered no evidence and failed to address all of the motions on the docket or any
4 of my cross-claims and petition for sanctions vs. Nationstar and Wells Fargo.
5

6 26. John Thomson’s staffing shortages from COVID-19 continued to plague him, and he
7 was not able to take over the A-21-828840-C interpleader case in its entirety. As a result, he did
8 not know he was expected to assume the responsibility to timely serve the third-party complaint
9 I had filed on March 22, 2021.
10

11 27. As I was represented by counsel as of May 17, 2021, albeit solely for the purpose of the
12 scheduled evidentiary hearing that was not held, I was unable to file or serve any third-party
13 summons as a pro se which resulted in the court issuing an order to show cause on September 8,
14 2021^x as to why the third-party defendants should not be dismissed as they were not served
15 within 120 days.
16

17 28. The order to show cause (why the third-party complaint had not been served) hearing
18 scheduled for October 14, 2021 was not cancelled after notice was entered on October 13, 2021
19 of the order to voluntarily dismiss my March 22, 2021 third-party complaint without prejudice.
20

21 29. The court’s inexplicable decision to keep it on calendar to check whether my unrelated
22 pro se March 8, 2021 counter and cross claims had been served, unnecessarily, and unfairly,
23 cost me over \$1,300 in legal fees for my new attorneys to attend the unwarranted hearing.)
24

25 30. As I was scheduled to be out of the country from September 11, 2021 to October 3,
26 2021, John Thomson assisted me in getting new counsel to take over the interpleader case.
27
28

1 31. On September 8, 2021, I signed a contract with Taylor Simpson with the Law Offices of
2 P. Kerr Sterling, and gave him a \$4,000 retainer to handle the interpleader case and get the
3 interpleaded funds distributed to me as the sole claimant with seven -years interest.
4

5 32. The attorney fees expanded exponentially as on September 10, 2021, the court sua
6 sponte entered an order dismissing my counter-claims and petitions for sanctions against Red
7 Rock without addressing my interpleader claim and without hearing my 4/12/21 motion for an
8 order to distribute the proceeds to Nona Tobin as the sole claimant.
9

10 33. I believe the order entered on September 10, 2021 must be set aside pursuant to NRC
11 60(d) fraud on the court as the order and not merely pursuant to NRC 60(b)(1) as argued by
12 Suzanne Carver.
13

14 34. All the judgments procured in this case and in the prior proceedings have damaged me
15 as an individual and all were provably procured by fraud. *“Fraud on the court will, most often,
16 be found where the fraudulent scheme defrauds the “judicial machinery” or is perpetrated by an
17 officer of the court such that the court cannot perform its function as a neutral arbiter of
18 justice.”* Martina Theatre Corp. v. Schine Chain Theatres, Inc., 278 F.2d 798, 801 (2d Cir.
19 1960).
20

21 35. “In order to adequately plead a fraud on the court claim, a plaintiff must allege “a
22 scheme by which the integrity of the judicial process had been fraudulently subverted” and must
23 involve far more than an injury to a single litigant.” Addington, 650 F.2d at 668.
24

25 36. I am uniquely positioned to litigate a fraud on the court claim both because of my
26 professional expertise and because I know the court records of all the related proceedings
27
28

1 better than anyone, and it is unnecessary and cost-prohibitive to employ attorneys at \$300-
2 400/hour to just read the record I already know by heart.

3
4 37. “Fraud directed at the “judicial machinery” can mean conduct that fraudulently coerces
5 or influences the court itself or a member of the court, such that the impartial nature of the court
6 has been compromised.” *Bulloch v. United States*, 721 F.2d 713, 718 (10th Cir.1983).

7
8 38. “An attorney, as an officer of the court, has a duty of honesty towards the court.” *In re*
9 *Tri-Cran, Inc.*, 98 B.R. 609, 616 (Bankr. D. Mass. 1989).

10 39. “Where an attorney neglects that duty and obtains a judgment based on conduct that
11 actively defrauds the court, such judgment may be attacked, and subsequently overturned, as
12 fraud on the court.” *H.K. Porter Co. v. Goodyear Tire & Rubber Co.*, 536 F.2d 1115, 1119
13 (6th Cir. 1976)

14
15 40. On September 14, 2021 Suzanne Carver notified me that she would represent me instead
16 of Taylor Simpson who I had hired.

17
18 41. I was not aware until October 8, 2021 that the reason for this switch from the attorney I
19 had hired was the bad history Taylor Simpson and Jessica Peterson had when serving as
20 opposing counsels in litigation ended prior to Jessica Peterson’s election to the bench.

21
22 42. On September 15, 2021 Suzanne Carver incorrectly filed a notice of appearance on
23 behalf of Nona Tobin, as an individual and as the trustee of the Gordon B. Hansen Trust, dated
24 8/22/08 which I mention because Nona Tobin as the trustee of the Gordon B. Hansen Trust,
25 dated 8/22/08, was a named Defendant in this case but did not answer and never filed any
26 claims into this case and is therefore not represented by the Law Offices of P. Sterling Kerr.
27
28

1 43. From Spain, I sent numerous, probably annoying, detailed instructions on exactly how I
2 wanted to pursue my claims so I would not incur the additional expense of bringing new
3 attorneys up to speed on a six-year case file.
4

5 44. Suzanne Carver did not follow my instructions, most notably to include NRCP 60(d)
6 fraud on the court as grounds for setting aside the September 10, 2021 order.
7

8 45. Suzanne Carver also failed to comply with my request to file notices of intent to take the
9 default of Nationstar and Wells Fargo for their failure to file a responsive pleading to my March
10 8, 2021 Cross-claims of Fraud, Racketeering and Unjust Enrichment and/or Conversion and my
11 petition for sanctions against Nationstar pursuant to NRCP 11(b)(1)(2)(3) and/or(4), NRS
12 18.010(2), NRS 207.407(1), NRS 42.005 and did not timely join Red Rock's motion to dismiss.
13

14 46. On October 8, 2021 I met with Taylor Simpson and Suzanne Carver and was informed
15 that Suzanne had been assigned because the court had a previous intensely negative experience
16 with Taylor Simpson prior to the court's election to the bench that I now believe has the
17 appearance of negatively affecting the court's objectivity toward me.
18

19 47. This appearance of the court having a potential bias or conflict of interest is one of
20 multiple reasons why I want to return to my pro se status immediately beyond my interest in
21 avoiding additional unnecessary costs.
22

23 48. On October 8, 2021, Suzanne Carver filed a motion to reconsider ^{xi}the order entered on
24 September 10, 2021 without my reviewing it.
25

26 49. On October 29, 2021, Suzanne Carver filed a reply ^{xii} to Red Rock's October 21, 2021
27 opposition^{xiii} to the motion to reconsider, the order entered on September 10, 2021 without my
28 reviewing it.

1 50. I believe I would have handled this A-21-828840-C interpleader case as a pro se at no
2 cost for attorney fees but for the court's decision to hold an evidentiary hearing that was not
3 held.

4
5 51. However, due to that decision and through no fault of my own, between May 18, 2021
6 and today, November 12, 2021, I have accrued about \$27,000 in attorney fees in for this court
7 to:

8
9 52. NOT hold the evidentiary hearing^{xiv} the court itself ordered (NEOJ 7/27/21)^{xv},

10 53. NOT hear my motion for an order to distribute the \$57,282.32 proceeds plus seven years
11 interest to me as the sole claimant after Red Rock wrongfully obstructed my claiming them for
12 seven years,

13
14 54. NOT address in the September 10, 2021 order^{xvi} my unanswered cross-claims filed on
15 March 8, 2021 versus Nationstar and Wells Fargo for Fraud, Conversion and/or Unjust
16 Enrichment, and Racketeering and Petition for Sanctions against Nationstar pursuant to NRCP
17 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.407(1), NRS 42.005,

18
19 55. NOT correctly grant my motion for summary judgment versus Red Rock, Nationstar,
20 and Wells Fargo, by the court's assuming that there were disputed facts when none of the
21 counter- or cross-defendants answered or refuted any of the allegations in my counter and cross
22 claims statements of facts,

23
24 56. And to erroneously dismiss with prejudice, without consideration of any verified
25 evidence, my counter-claims for Interpleader, Fraud, Unjust Enrichment and/or Conversion,
26 Alter Ego/Lift the Corporate Veil, and Racketeering and Petition for Sanctions vs. Red Rock
27 pursuant to NRCP 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.407(1), NRS 42.005 on
28

1 the provably erroneous grounds of res judicata, failure to plead the fraud claim to the NRCPC
2 9(b) standard, the petition for sanction did not meet the Rule 11 procedural requirements, and
3 all counter-claims were time-barred.
4

5 57. By failing to hold the evidentiary hearing that was scheduled for August 19, 2021^{xvii},
6 this A-21-828840-C court has unfairly joined the A-15-720032-C, A-16-730078-C and A-19-
7 799890-C courts in erroneously dismissing my claims without consideration of ANY verified
8 evidence and by relying SOLELY on the misrepresentations of attorneys. (“As other
9 jurisdictions have required, we recognize that district courts should hold an evidentiary hearing
10 for colorable claims of affirmative misrepresentation.” *Manuela Rubio v. Nevada*, 124 Nev.
11 1032, 1044 (Nev. 2008)
12

13 58. Upon information and belief, if this court holds the evidentiary hearing that was
14 previously ordered, and which is required by equity “for colorable claims of affirmative
15 misrepresentation”, and which is required by NRS 40.110 for quiet title and by NRS 30.010 for
16 declaratory relief, the examination of verified evidence will prove the veracity of my claims.
17

18 59. On November 10, 2021, I filed as a pro se the two notices (that Suzanne Carver did not
19 file) of my intent to take the default of Nationstar^{xviii} and Wells Fargo^{xix} who failed to answer
20 my March 8, 2021 cross-claims, who did not file a claim for any of the interpleaded proceeds,
21 and who failed to file a timely joinder to Red Rock’s motion to dismiss.
22

23 60. As the September 10, 2021 order did not address my cross claims of Fraud,
24 Racketeering and Conversion and/or Unjust Enrichment vs. Nationstar and Wells Fargo and my
25 petition for sanctions pursuant to NRCPC 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS
26 207.407(1), NRS 42.005 vs. Nationstar, my cross claims vs. those cross-defendants are still
27 pending for the requested jury trial.
28

1 61. I believe, **in this particular case**, I am more competent than the attorneys I have
2 requested to withdraw to do all the pre-trial actions, including but not limited to, preparing an
3 individual and/or joint case conference report, prepare subpoenas and interrogatories and
4 requests for documents, conduct settlement discussions, prepare settlement agreements, and, if
5 opponents would participate in good faith, participate in alternate dispute resolution processes
6 (mediation).
7

8 62. I believe too that I am sufficiently competent to amend my counter-claims for fraud to
9 meet the NRCP 9(b) standard pursuant to NRCP 15 as the court could not follow the extensive
10 use of hyperlinks, footnotes and exhibits I used intending to plead with the required
11 particularity.
12

13 63. I further believe that forcing me to be represented by any counsel adds little value at
14 great expense and that to force me to be represented by an attorney with whom the court has had
15 a prior conflict is even more unfairly prejudicial to my case.
16

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1 64. Upon information and belief, my immediate return to my pro se status will moot the
2 hearing of the motion to withdraw now scheduled for December 15, 2021^{xx}, will allow me to
3 represent myself at the November 16, 2021 hearing (now scheduled for 8 AM ^{xxi} i.e., 6 AM
4 Hawaii time where I am), and will require Nationstar and Wells Fargo to deal with me directly
5 regarding their default and possible settlement of all claims with the goal of avoiding a jury
6 trial.
7

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

10 DATED this 14th day of November, 2021.
11

12
13 
14

15 Nona Tobin
16 2664 Olivia Heights Ave.
17 Henderson NV 89052
18 (702) 465-2199
19 nonatobin@gmail.com
20 *In propria persona*

21 CERTIFICATE OF SERVICE

22 I, NONA TOBIN, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this
23 the 14th day of 2021, I served via the Clark County electronic filing system a true and correct
24 copy of the foregoing DECLARATION OF NONA TOBIN IN SUPPORT OF SUZANNE
25 CARVER'S MOTION FOR P. STERLING KERR TO WITHDRAW AS COUNSEL AND
26 MOTION TO ALLOW NONA TOBIN TO IMMEDIATELY RETURN TO HER PRO SE
27
28

1 STATUS to all parties listed in the Odyssey eFileNV service contact list in case A-21-828840-

2 C.



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Nona Tobin

ⁱ [11/9/21 MWCN](#) motion to withdraw as counsel for Nona Tobin, an individual

ⁱⁱ [11/9/21 DECL](#) DECLARATION OF NONA TOBIN IN SUPPORT OF MOTION FOR RECONSIDERATION

ⁱⁱⁱ [3/22/21 IAFD](#) for Nona Tobin, pro se

^{iv} On [3/8/21](#) I filed NONA TOBIN'S ANSWER, AFFIRMATIVE DEFENSES AND COUNTER-CLAIM VS. RED ROCK FINANCIAL SERVICES, CROSS-CLAIMS VS. NATIONSTAR MORTGAGE LLC AND WELLS FARGO, N.A., AND MOTION FOR SANCTIONS VS. RED ROCK FINANCIAL SERVICES AND NATIONSTAR MORTGAGE LLC, AND/OR NATIONSTAR MORTGAGE DBA MR. COOPER PURSUANT TO NRCP 11(b)(1)(2)(3) and/or(4), NRS 18.010(2), NRS 207.407(1), NRS 42.005^{iv}

On [3/15/21](#) I filed NONA TOBIN'S REQUEST FOR JUDICIAL NOTICE OF THE COMPLETE OFFICIAL CLARK COUNTY 2003-2021 PROPERTY RECORDS FOR APN 191-13-811-052^{iv}

On [3/22/21](#) I filed TOBIN INITIAL APPEARANCE AND FEE DISCLOSURE

On [3/22/21](#) I filed NONA TOBIN S THIRD PARTY COMPLAINT 1. ABUSE OF PROCESS 2.

RACKETEERING (NRS 207.360(9)(18)(29)(30)(35); NRS 207.390, NRS 207.400(1)(2) 3. FRAUD NRS 205.330, NRS 205.360, NRS 205.372, NRS 205.377, NRS 205.395, NRS 205.405, NRS 111.175 4. RESTITUTION AND RELIEF REQUESTED EXCEEDS \$15,000 5. EXEMPLARY AND PUNITIVE DAMAGES PURSUANT TO NRS 42.005, NRS 207.470(1) & (4) 6. SANCTIONS PURSUANT TO NRCP 11(b)(1-4); NRPC 3.1, 3.3, 3.4,3.5(b), 4.1, 4.4, 5.1, 5.2, 8.3, 8.4vs. STEVEN B. SCOW; BRODY R. WIGHT; JOSEPH HONG; MELANIE MORGAN; DAVID OCHOA; BRITTANY WOOD^{iv}

On [4/4/21](#) I filed NONA TOBIN'S REQUEST FOR JUDICIAL NOTICE OF THE NEVADA REVISED STATUTES, NEVADA RULES OF CIVIL PROCEDURE, NEVADA RULES OF PROFESSIONAL CONDUCT AND SUN CITY ANTHEM GOVERNING DOCUMENTS GERMANE TO THE INSTANT ACTION^{iv}

On [4/7/21](#) I filed NONA TOBIN S REQUEST FOR JUDICIAL NOTICE OF THE NEVADA REVISED STATUTES, NEVADA RULES OF CIVIL PROCEDURE, NEVADA RULES OF PROFESSIONAL CONDUCT AND SUN CITY ANTHEM GOVERNING DOCUMENTS GERMANE TO THE INSTANT ACTION^{iv}

On [4/9/21](#) I filed Nona Tobin's Request for Judicial Notice of NRCP 16.1 Disclosures and Subpoena Responses from Discovery in Case A-15-720032-C and Disputed Facts in the Court Record^{iv}

On [4/12/21](#) I filed Nona Tobin's Amended Motion for an Order to Distribute Interpleaded Proceeds with Interest to Sole Claimant Nona Tobin^{iv}

On [4/15/21](#) I filed Counter-Claimant & Cross-Claimant Nona Tobin's Motion for Summary Judgment vs. Counter-Defendant Red Rock Financial Services and Cross-Defendants Nationstar Mortgage LLC & Wells Fargo, N.A. and Motion for Punitive Damages and Sanctions Pursuant to NRCP 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.401(1) and/or NRS 42.005.^{iv}

On [4/26/21](#) I filed Nona Tobin's Opposition to Red Rock Financial Services's Motion to Dismiss Tobin's Counter-Claims and Motion for Sanctions Pursuant to NRCP 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.40(1), NRS 42.005^{iv}

On [5/4/21](#) I filed Nona Tobin's Reply to Nationstar's & Wells Fargo's Opposition to Tobin's Motion to Distribute Proceeds and to Their Untimely Joinder to Red Rock's Motion to Dismiss and Tobin's Reply to Support Tobin's Motion for Summary Judgment Vs. Nationstar & Wells Fargo^{iv}

On [5/9/21](#) I filed NONA TOBIN'S REPLY TO RED ROCK'S JOINDER TO NATIONSTAR'S OPPOSITION TO TOBIN MOTION TO DISTRIBUTE PROCEEDS^{iv}

On [5/9/21](#) I filed NONA TOBIN'S REPLY TO RED ROCK FINANCIAL SERVICES' OPPOSITION TO TOBIN'S MOTION FOR SUMMARY JUDGMENT VS. RED ROCK FINANCIAL SERVICES AND NATIONSTAR/WELLS FARGO JOINDER THERETO AND TOBIN'S MOTION TO AMEND THIRD PARTY COMPLAINT TO ADD PARTIES & CLAIMS PRIOR TO SERVICE

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v [4/12/21 CONFILE](#) Nona Tobin's Amended Motion for an Order to Distribute Interpleaded Proceeds with Interest to Sole Claimant Nona Tobin

[4/15/21 MSJ](#) Counter-Claimant & Cross-Claimant Nona Tobin's Motion for Summary Judgment vs. Counter-Defendant Red Rock Financial Services and Cross-Defendants Nationstar Mortgage LLC & Wells Fargo, N.A. and Motion for Punitive Damages and Sanctions Pursuant to NRCP 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.401(1) and/or NRS 42.005

[4/16/21 MDSM](#) Red Rock Financial Services, LLC's Motion to Dismiss Counterclaimant Nona Tobin's Counterclaim and Petition for Sanctions

vi [7/27/21 NESO](#) notice of entry of order to set evidentiary hearing for 8/19/21

vii [5/21/21 request for reconsideration](#) of staff attorney rejection on my 1/27/21 complaint to the NV Commission on Judicial Discipline vs. Judge Kishner whose ex parte meeting with attorneys for Nationstar and Jimijack in the prior proceedings derailed my case

viii [5/11/21 rejection of NCJD complaint](#) staff attorney rejection on my 1/27/21 complaint to the NV Commission on Judicial Discipline

ix [May 25, 2021 rejection](#) by staff attorney of request for reconsideration on the grounds of no new evidence

x [210908 OSC](#) order to show cause why [3/22/21](#) NONA TOBIN S THIRD PARTY COMPLAINT 1. ABUSE OF PROCESS 2. RACKETEERING (NRS 207.360(9)(18)(29)(30)(35); NRS 207.390, NRS 207.400(1)(2) 3. FRAUD NRS 205.330, NRS 205.360, NRS 205.372, NRS 205.377, NRS 205.395, NRS 205.405, NRS 111.175 4. RESTITUTION AND RELIEF REQUESTED EXCEEDS \$15,000 5. EXEMPLARY AND PUNITIVE DAMAGES PURSUANT TO NRS 42.005, NRS 207.470(1) & (4) 6. SANCTIONS PURSUANT TO NRCP 11(b)(1-4); NRPC 3.1, 3.3, 3.4,3.5(b), 4.1, 4.4, 5.1, 5.2, 8.3, 8.4 vs. STEVEN B. SCOW; BRODY R. WIGHT; JOSEPH HONG; MELANIE MORGAN; DAVID OCHOA; BRITTANY WOOD should not be dismissed for failure to serve within 120 days

xi [10/8/21 MRCN](#) motion to reconsider the 9/10/21 order

xii [10/29/21 Reply](#) to Red Rock's 10/22/21 opposition to motion to reconsider

xiii [10/22/21 OPPM](#) Red Rock's 10/22/21 opposition to motion to reconsider

xiv

xv [7/25/21 NESO](#) notice of entry of order for an evidentiary hearing on 8/19/21

xvi [9/10/21 NEO](#) order to dismiss my counter-claims and petition for sanctions against Red Rock

xvii [8/19/21 RTRAN](#) recorder's transcript. Note that as of 11/14/21 there are no minutes in the court record of the 8/19/21 hearing.

Part 1 8/19/21 hearing video 11:29 AM 6:27 minutes Pages 1-7 of transcript

<https://youtu.be/2qecPGQBrw>

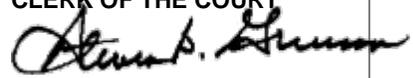
Part 2 8/19/21 hearing video 57:07 minutes <https://youtu.be/vOJ1sOrgRCs>

xviii [11/10/21 NITD](#) three-day notice of my intent to take the default of Nationstar

xix [11/10/21 NITD](#) three-day notice of my intent to take the default of Wells Fargo

xx [11/11/21 CNOH](#) clerk's notice of hearing on 12/15/21 motion to withdraw as counsel

xxi [11/9/21 NOCH](#) clerk's notice of change of hearing time from 10 AM to 8 AM PST (6 AM Hawaii time)



1 **MOT**
2 NONA TOBIN, AN INDIVIDUAL
3 2664 Olivia Heights Ave.
4 Henderson NV 89052
5 (702) 465-2199
6 nonatobin@gmail.com
7 *In propria persona*

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

10 RED ROCK FINANCIAL SERVICES,

11 Plaintiff,

12 vs.

13 NONA TOBIN, AN INDIVIDUAL and as
14 Trustee of the GORDON B. HANSEN
15 TRUST, dated 8/22/08; REPUBLIC
16 SERVICES, INC. a Nevada Corporation;
17 WELLS FARGO, N.A.; a national banking
18 association; NATIONSTAR MORTGAGE,
19 LLC, a Delaware company; and DOES 1-100;

20 Defendants.

21 NONA TOBIN, AN INDIVIDUAL,

22 Counter-Claimant,

23 vs.

24 RED ROCK FINANCIAL SERVICES

25 Counter-Defendant

26 NONA TOBIN, AN INDIVIDUAL;

27 Cross-Claimant,

28 vs.

WELLS FARGO, N.A., a national banking
association; NATIONSTAR MORTGAGE,
LLC, a Delaware company; and DOES 1-100;

Cross-Defendants.

Case No.: A-21-828840-C

Department: VIII

JURY TRIAL DEMANDED

NONA TOBIN'S MOTION FOR
AN EVIDENTIARY HEARING
TO SET ASIDE SEPTEMBER 10,
2021 ORDER AND NOVEMBER
30, 2021 ORDERS PURSUANT
TO NRCP 60(b)(3) (FRAUD)
AND NRCP 60 (b)(3)(FRAUD ON
THE COURT) AND MOTION
FOR ATTORNEYS' FEES AND
COSTS PURSUANT TO EDCR
7.60(1) AND (3), NRS 18.010(2)

HEARING REQUESTED

1 Comes now, counter-claimant/ cross-claimant Nona Tobin, an individual, in proper
2 person, to hereby move the court, pursuant to NRCP 60(b)(3) fraud (whether previously called
3 intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party) and NRCP 60(d)(3)
4 (to hold an evidentiary hearing for the purpose of setting aside “ORDER & JUDGMENT ON
5 PLAINTIFF RED ROCK FINANCIAL SERVICES, LLC’S MOTION TO DISMISS COUNTER-
6 CLAIMANT NONA TOBIN’S COUNTERCLAIM AND PETITION FOR SANCTIONS AND
7 DEFENDANTS/COUNTERCLAIMANT NONA TOBIN’S MOTION FOR SUMMARY
8 JUDGEMENT AND MOTION FOR SANCTIONS, entered on 9/10/21, and to set aside, on the
9 same grounds, the two orders entered on 11/30/21:

11 1) “Order Denying Nona Tobin’s Motion for Reconsideration of Order Dismissing Nona
12 Tobin’s Counterclaim and Petition for Sanctions and Defendant/Counterclaimant Nona Tobin’s
13 Motion for Summary Judgment and Motion for Sanctions” and
14

15 2) “ORDER CLARIFYING SEPTEMBER 10, 2021 ORDER AND MOOTING NOTICE
16 OF DEFAULT AND MOTION TO STRIKE”.

17 I. INTRODUCTION

18 As this dispute enters its sixth year of litigation, this court has become the third district
19 court who has issued erroneous, case-concluding orders to dismiss Tobin’s claims with prejudice
20 without holding an evidentiary hearing to fairly adjudicate the competing recorded, and/or filed,
21 adverse claims. ⁱ

23 No judge has yet required any of the parties opposing Tobin to produce any verified
24 evidence to substantiate their claims, and no judge has required any party opposing Tobin to file
25 a responsive pleading, supported by verified evidence to refute Tobin’s claims or petitions.

26 An evidentiary hearing must be held so Tobin has an opportunity to prove, based on
27 verified evidence, all of her unadjudicated claims that:
28

- 1 1. That the HOA sale was unauthorizedⁱⁱ, unnecessary and fraudulent;ⁱⁱⁱ
- 2 2. that Red Rock/Steven Scow produced false and falsified evidence and frivolous, meritless
3 motions and oppositions to the court to cover it up;^{iv}
- 4 3. that Steven Scow retained the proceeds of this sale unlawfully in an account, unaudited and
5 unauthorized by the HOA Board, after being instructed by Red Rock on 8/28/14 to remit a
6 \$57,282.32 check made out to the Clark County District Court to interplead the excess proceeds of
7 the 8/15/14 sale;
- 8 4. that Steven Scow acted in the same unlawful manner in at least a dozen other cases that
9 Tobin has documented;^v
- 10 5. that Steven Scow has damaged Tobin close to a million dollars by failing to interplead the
11 proceeds in 2014 as required by NRS 116.31164(3) which would have prevented Nationstar's
12 fraudulent abuse of the HOA foreclosure quiet title litigation process and by his presenting falsified
13 documents to the court to prevent the sale from being voided in its entirety on the grounds that Red
14 Rock conducted the sale after rejecting two super-priority assessments and one owner payment of
15 the total delinquency^{vi} (10/18/12 – Tobin's \$300 check 143; 5/9/13- Miles Bauer \$825 when \$825
16 assessments were due; 5/28/14 – Nationstar's \$1100 to close Tobin's 5/8/14 \$367,500 auction.com
17 sale) (NRS 116A.640(8)(9);
- 18 6. that Red Rock did not meet its burden of proof that Tobin's claims were precluded when,
19 in fact, all of the elements of claims preclusion were not met;
- 20 7. that Nationstar, by its mortgage-servicing fraud and other misconduct, was the proximate
21 cause of the HOA foreclosure sale;
- 22 8. that Nationstar is estopped^{vii} from claiming that it, or Wells Fargo or Bank of America, is
23 now, or that any of them ever have been, the beneficiary of the Hansen 7/22/04 1st deed of trust, by
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1 virtue of its multiple false, inconsistent, and conflicting recorded and filed claims regarding what
2 entity was owed the \$389,000 balance left outstanding when the borrower died on 1/14/12;

3 9. that Nationstar damaged Tobin in an amount that now approaches a million dollars;

4 10. that Nationstar's attorney Melanie Morgan conspired with Joseph Hong to orchestrate an ex
5 parte meeting with Judge Kishner, obstructing a fair adjudication of Tobin's claims by an impartial
6 tribunal;

7 11. that Nationstar's attorney Melanie Morgan conspired with Joseph Hong to misrepresent
8 Tobin's standing pursuant to NRS 40.010 and get her excluded as a party without appeal or other
9 legal recourse;

10 12. that Nationstar's attorney Melanie Morgan conspired with Joseph Hong to exclude Tobin
11 and/or the Hansen Trust as necessary parties under Rule 19 in the determination of quiet title in the
12 first proceedings;

13 13. that Nationstar's attorney Melanie Morgan conspired with Joseph Hong to misrepresent the
14 fraudulent Civic Financial Services-Joel A. Stokes \$355,000 deed of trust, recorded on 5/23/19, to
15 the court as the Nationstar-Jimijack out-of-court settlement deal that "settled all claims";

16 14. that Nationstar's attorney Melanie Morgan conspired with Joseph Hong to misrepresent the
17 facts and the court record in order to get Nationstar dismissed from the trial and from the case
18 without meeting its Plaintiff's burden of proof;

19 15. that Nationstar's attorney Melanie Morgan conspired with Joseph Hong to conceal from the
20 court that Jimijack did not have any admissible evidence of title pursuant to NRS 111.345, that its
21 6/9/15 deed was legally insufficient to hold or transfer title, and that its covert transfer of that
22 defective title to one of its trustees (Joel A. Stokes) on 5/1/19 was a fraudulent conveyance under
23 the meaning of NRS 111.175 "Conveyances made to defraud prior or subsequent purchasers are
24 void.";

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1 16. that Nationstar has filed repeated meritless motions and oppositions to get Tobin's claims
2 dismissed to evade judicial scrutiny of the inculpatory evidence that Nationstar has known Tobin
3 possessed against it since 2016.

4 II. **CURRENT PROCEDURAL CONTEXT**

5 17. Three motions were scheduled to be heard on 8/19/21 at an evidentiary hearing by order
6 entered on 7/27/21:

7
8 18. 1) 4/12/21 - Nona Tobin's Amended Motion for an Order to Distribute Interpleaded
9 Proceeds with Interest to Sole Claimant Nona Tobin;^{viii}

10 19. 2) 4/15/21 - Counter-Claimant & Cross-Claimant Nona Tobin's Motion for Summary
11 Judgment vs. Counter-Defendant Red Rock Financial Services and Cross- Defendants Nationstar
12 Mortgage LLC & Wells Fargo, N.A. and Motion for Punitive Damages and Sanctions Pursuant to
13 NRCPP 11(b)(1)(2)(3) and/or(4), NRS 18.010(2), NRS 207.470(1) and/or NRS 42.005;^{ix}

14
15 20. 3) 4/16/21 - Red Rock Financial Services, LLC's Motion to Dismiss Counterclaimant Nona
16 Tobin's Counterclaim and Petition for Sanctions;^x

17 21. Tobin's only experience with evidentiary hearings has been in administrative settings so
18 Tobin retained the services of counsel for which she has been billed \$29xxx.^{xi} The court reported
19 to the parties on 8/19/21 that the court had already decided and was ready to order on Red Rock's
20 motion to dismiss and Tobin's MSJ.

21
22 22. Without hearing Tobin's motion to distribute the proceeds at all and without considering
23 any evidence or holding the evidentiary hearing ordered, the court ruled to dismiss with prejudice
24 all Tobin's five causes of action against Red Rock (Interpleader, Unjust Enrichment and/or
25 Conversion, Fraud, Alter Ego/Lift the Corporate Veil, and Racketeering) pursuant to NRCPP(b)(5)
26 failure to state a claim on the grounds of res judicata (non-mutual claims preclusion), time-barred
27 and failure to plead the fraud claim with particularity as required by the NRCPP 9(b) standard.
28

1 23. The court also ruled that Tobin's petition for sanctions against Red Rock pursuant to NRCPC
2 11(b)(1)(2)(3) and/or(4), NRS 18.010(2), NRS 207.401(1) and/or NRS 42.005 was “improper”,
3 denied on the grounds that it did not meet the procedural requirements of NRCPC 11(c) as it was not
4 filed separately from her other claims and opposing counsels were not provided a safe harbor letter
5 and an opportunity to withdraw the filings containing false statements.

6
7 24. An order was entered on 9/10/21^{xii} that dismissed Tobin's claims and petition for sanctions
8 against Red Rock and denied Tobin's motion for summary judgment against Red Rock, Nationstar,
9 and Wells Fargo by the court stating:

10 “Tobin asks the Court to GRANT Summary Judgment in her favor because the
11 Defendant has failed to file a responsive pleading to her Counterclaim. Defendants did
12 file a responsive pleading when it filed its Motion to Dismiss.

13 Tobin’s Counterclaim and all of the claims must be dismissed on the basis of claim
14 preclusion, failure to properly plead, and statute of limitations grounds. Therefore,
15 there are no Counterclaims left for the Court to adjudicate and thus no judgment in
16 favor of Tobin, summary or otherwise is warranted.”

17 25. The 9/10/21 order was silent as to Tobin's cross-claims for Fraud, Unjust Enrichment and/or
18 Conversion against Nationstar and Wells Fargo and petition for sanctions pursuant to against
19 Nationstar.

20 26. Tobin's counsel filed a motion to reconsider the dismissal of Tobin's claims against Red
21 Rock on the grounds of NRCPC 60(b), and Tobin fired her attorney for failing to include NRCPC
22 (d)(3) fraud on the court and for her failure to file a three-day notice of intent to take default against
23 Nationstar and Wells Fargo for their failure to file a responsive pleading to refute Tobin's 3/8/21
24 cross-claims and the banks’ failure to timely file a joinder to Red Rock's motion to dismiss.

25 27. A hearing was held on 11/16/21,^{xiii} at which time the court granted Tobin's attorney's motion
26 to withdraw so Tobin could return to her pro se status. Tobin requested a continuance and made a
27 verbal motion for leave to amend the motion for reconsideration to include the fraud on the court
28 claim, but it was denied, and Tobin was given 15 minutes to argue in support of reconsideration.

1 28. The court denied Tobin's motion for reconsideration of the dismissal of Tobin's claims
2 against Red Rock and stated that it was within the court's discretion to hold an evidentiary hearing
3 and that pursuant to NRCP 15 it was also within the court's discretion whether to allow Tobin to
4 amend her complaint.

5 29. At the 11/16/21 hearing the court noted that it had forgotten to include the dismissal of
6 Tobin's cross-claims against Nationstar and Wells Fargo and her petition or sanctions vs. Nationstar
7 and directed Nationstar to draft an order amending the 9/10/21 order to dismiss Tobin's cross-
8 claims as well.

9 30. On 11/30/21, without consideration of, or documentation in the court record of Tobin's
10 opposition, the court signed the two orders that resulted in Tobin's counter-claims of Interpleader,
11 Fraud, Racketeering, Lift the Corporate Veil, and Unjust Enrichment and/or Conversion against
12 Red Rock and Tobin's cross claims of Fraud, Racketeering, and Unjust Enrichment and/or
13 Conversion and petitions for sanctions pursuant NRCP 11(b)(1)(2)(3) and/or (4), NRS 18.010(2),
14 NRS 207.407(1), and NRS 42.005 vs. Red Rock and Nationstar to all being dismissed with
15 prejudice.

16
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18 **III. PRIOR PROCEEDINGS DID NOT ADJUDICATE TOBIN'S CLAIMS**

19 31. See below the request for judicial notice of unadjudicated claims.

20 32. The Order of affirmance in appeal 79295^{xiv}, states that only the HOA's quiet title claim vs.
21 the Hansen Trust proceeded to trial as all other claims were dismissed without prejudice to go to
22 NRS 38.310 mediation.

23
24 "The majority of the Hansen Trust's claims against Sun City
25 were eventually dismissed pursuant to a stipulation between the parties,
26 and Sun City then moved for summary judgment on the Hansen Trust's
27 only remaining claim against it, which sought to quiet title in the property. "

28 4/12/21 Page 2

1 33. All documentary evidence and DECLs/AFFDs put before the court on 9/23/16, 1/31/17,
2 3/3/17, 2/9/18, 5/31/18, 7/13/18, 12/5/18, 2/7/19, 2/12/19, 2/20/19, 2/26/19, 2/26/9, 2/27/19,
3 2/28/19. 2/28/19, 4/10/19, 4/12/19, 4/17/19, 4/24/19, 4/29/19, 5/23/19 support the Tobin/Hansen
4 Trust claims vs. the court's 4/18/19, 5/31/19 and 6/24/19^{xv} erroneous non-evidence based findings,
5 to wit, all verified, corroborated evidence supports Tobin's claims;

6
7 34. That the HOA and its agent Red Rock did NOT comply with all applicable statutes;

8 35. That all required notices were NOT provided;

9 36. That there was NOT a default when the power of sale was exercised, (Red Rock rejected
10 payments three times before foreclosing;

11 37. And that the HOA's agent did NOT have the authority to foreclose upon the Subject
12 Property or to fail to distribute the excess proceeds in 2014 as required by NRS 116.31164(3)(2013).

13 38. On 4/18/19, the first court entered an order that was unsupported by any judicial scrutiny of
14 any verified evidence, but that, nonetheless became the law of the case, and resulted in all
15 subsequent rulings against Tobin becoming the fruit of this poison tree.

16
17 39. Virtually, all of the statements of fact in the 4/18/19 order were refuted by verified evidence
18 that was ignored, stricken without notice or appeal or simply misconstrued by the court.

19 40. For example, the false statement included the 4/18/19 conclusion of law #11 was refuted by
20 verified evidence filed on 5/23/19 to refute the oppositions to reconsideration filed by opposing
21 parties on 5/2/19 (HOA) and 5/3/19 (Nationstar and Jimijack) that

22
23 "The HOA has met its burden in establishing that there is no genuine issue of material
24 fact and that it is entitled to summary judgment. Tobin has failed to meet her burden
25 in opposing the Motion because the screenshot was not authenticated as necessary
26 pursuant to NRCP 56. Additionally, even if authenticated, the screenshot does not
27 create a genuine issue of material fact because it does not establish that the sale was
28 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. The
totality of the facts evidence that the HOA properly followed the processes and
procedures in foreclosing upon the Property."

1 41. The 5/31/19 order denying Tobin's 4/29/19 motion to reconsider, was erroneous as it was
2 issued without holding an evidentiary hearing, or probably even reading, the verified evidence
3 presented to the court by Tobin that is outlined in the Endnote.^{xvi}
4

5 ORDER

6 First, the procedural burden has not been met to demonstrate new evidence, new law,
7 or a clearly erroneous finding. The Nevada Supreme Court has held that motions for
8 reconsideration are appropriate only when substantially different evidence is
9 subsequently introduced or the decision is clearly erroneous," *Masonry and Tile*
10 *Contractors v. Jolly Urga & Wirth*, 113 Nev. 737, 741 (1997); see also, *Moore v. City*
11 *of Las Vegas*, 92 Nev. 402, 405, 551 P. 2d 244, 246 (1976) "Only in very rare instances
12 in which new issues of fact or law are raised supporting ruling contrary to the ruling
13 already reached should a motion for rehearing be granted.") Additionally,
14 reconsideration is only proper if the newly discovered evidence is "substantially
15 different" from the prior evidence and "not previously obtainable in the exercise of
16 due diligence." *Masonry and Tile Contractors v. Jolly Urga & Wirth*, 113 Nev. 737,
17 741 (1997). See also, *Mustafa V. Clark County School District*, 157 F.3d 1169, 1178-
18 79 99th Cir., 1998) (generally, leave for reconsideration is only granted upon a
19 showing of: (1) newly discovered evidence; (2) the court having committed clear error
20 or manifest injustice; or (3) an intervening change in controlling law); *Harvey's*
21 *Wagon Wheel Inc. V. MacSween*. 96 Nev. 215, 217-218, 606 P.3d 1095, 1097 (1980).

22 Second, even if the Court reviews the substance of the pleadings before the
23 court and in the record, reconsideration is not warranted. **The substantial exhibits
24 that have been submitted in the case demonstrate that Nona Tobin as Trustee of
25 the Trust was aware of the foreclosure and did not seek to stop the foreclosure.
26 The May 2, 2019 (sic) Order, without addressing superpriority, establishes the
27 HOA had a valid lien and properly noticed the foreclosure sale."**
28

29 IV. LEGAL STANDARDS AND ARGUMENT

30 A. NRCP 60(b) (3) fraud

31 42. On 4/24/19, Tobin filed a motion to vacate the order entered on 4/18/19 pursuant to NRCP
32 60(b)(3) and a counter-motion for summary judgment, but the prior court never heard or decided
33 these motions.^{xvii}
34

35 43. The elements of fraud are met vis-à-vis Nationstar. Nationstar's claims to be owed a debt
36 from Tobin, and its deal with Jimijack and its false recorded claims, including its 6/3/19
37
38

1 reconveyance of the 7/22/04 deed of trust it did not own and for which it was not the trustee, to Joel
2 A. Stokes instead of the estate of the deceased borrower, were fraud.

3 44. The elements of fraud are met vis-à-vis Red Rock by its failure to produce any proofs of
4 service for any of the notices Tobin disputed were never sent, its imposition of fines, mis-named
5 “collection costs” that were not authorized by the HOA or by the Commission for Common-Interest
6 Communities.

7
8 45. FSR/Red Rock foreclosure file was unverified and contained false evidence presented to the
9 court as SCA 176-643 and RRFS 001-425.

10 46. Records were falsified and presented in discovery to FALSELY claim that there had been
11 notices sent that were not.

12 47. Red Rock misrepresented Nationstar's 5/28/14 rejected \$1100 offer to close the 5/8/14
13 [auction.com](#) \$367,500 sale, claiming it was not a super-priority offer from a lender, but falsely
14 claimed it was an owner request for waiver.

15
16 48. Red Rock falsely claimed that the HOA Board approved the sale at the 12/5/13 Board
17 meeting by Board resolution R05-120513 which was actually an unrelated resolution related to a
18 Reserve Study. There never was any approval of any Sun City Anthem foreclosure at an open Board
19 meeting that any SCA member could have ever known what property was to allegedly scheduled
20 to be sold, why, or when, or where.

21
22 49. Records were falsified and presented in discovery to FALSELY claim that the Board had
23 followed all the procedures for enforcing the governing documents in relation to an allegation of
24 the violation of delinquent assessments when they had not.

25 50. Records were falsified and presented in discovery and in filed motions, exhibits and other
26 court filings to FALSELY claim that the HOA Board did not have to provide the owner the due
27

28

1 process mandated by law and the HOA governing documents, including an opportunity for an open
2 hearing on appeal as required by NRS 116.31085.

3 51. FSR/Red Rock misinformed the HOA Board about SCA Board members' individual and
4 collective duties as fiduciaries, including telling the Board that all its actions related to foreclosures
5 were confidential by law.

6 52. FSR/Red Rock misinformed the HOA Board about the NRS 116.3106(3)(d) and SCA
7 bylaws 3.20/3.18 prohibition of the HOA Board's delegating certain duties, which allowed Red
8 Rock to usurp the proprietary control over funds FSR dab Red Rock collected as a FIDUCIARY
9 for the sole and exclusive benefit of the HOA.

10 53. Red Rock disregard of the prohibited actions in NRS 116A.640 (8) (applying assessment
11 payments to fees before assessments to unlawfully create a continuing deficiency); (9) (reject
12 payments from lenders that are made on behalf of the owner pursuant to the PUD Rider; (10) collect
13 fees that are nit authorized by the management agreement

14 54.

15
16
17 **B. Court decisions must be based on competent evidence**

18 *In re Cayuse Corp. LLC*, 445 N.J. Super. 80, 91 (App. Div. 2016) (“the Legislature
19 intended the judge's decision on a contested application to be based on competent
20 evidence. In *Weston v. State*, [60 N.J. 36, 43–46, 286 A. 2d 43](#) (1972),”)

21 *In re Cayuse Corp. LLC*, 445 N.J. Super. 80, 91 (App. Div. 2016) (“At the hearing,
22 the judge may admit hearsay, but “a residuum of legal and competent evidence in the
23 record” must support the court's decision. *Id.* at 51, [286 A. 2d 43](#).”)

24 *In re Cayuse Corp. LLC*, 445 N.J. Super. 80, 93 (App. Div. 2016) (“a court may not
25 rely on unproved allegations ”)

26
27 **C. Counter- and cross-defendants did not meet their burden of proof that the elements of**
28 **claims preclusion were met.**

“The burden of establishing preclusion lies with the party claiming it. 18 Charles Alan
Wright, Arthur R. Miller & Edward H. Cooper, *Federal Practice and Procedure: Jurisdiction*, § 4405, at 110 (2d eri. 2002). For issue preclusion to apply, "(1) the issue

1 decided in the prior litigation must be identical to the issue presented in the current
2 action: (2) the initial ruling must have been on the merits and have become final; . . .
3 (3) the party against whom the judgment is asserted must have been a party or in
4 privity with a party to the prior litigation; and (4) the issue [must have been] actually
5 and necessarily litigated." *Sandoval*, 126 Nev. at ___, [232 P.3d at 423](#) (first alteration
6 in original) (quoting *Five Star Capital Corp. v. Ruby*, [124 Nev. 1048, 1055, 194 P.3d](#)
7 [709, 713](#) (2008)). "

8 55. Claims preclusion does not apply when there has not been a full and fair opportunity to
9 litigate, as there has not been in Tobin's case due to the misconduct of the opposing parties and
10 their counsels.^{xviii}

11 *Carrillo v. Penn Nat'l Gaming, Inc.*, 172 F. Supp. 3d 1204, 1211 (D.N.M. 2016) ("A
12 party asserting the defense of claim preclusion must establish that: "1) there was a
13 final judgment in an earlier action, 2) the earlier judgment was on the merits, 3) the
14 parties in the two suits are the same, and 4) the cause of action is the same in both
15 suits." *Id.* Claim preclusion does not apply unless the party had a full and fair
16 opportunity to litigate the issue in the prior proceeding. *Id.* at 59. ")

17 *Johnson v. Travelers Ins.*, No. 69937, at *7-8 (Nev. App. Apr. 28, 2017) ("*Thompson*
18 *v. City of N. Las Vegas*, [108 Nev. 435, 439-40, 833 P.2d 1132, 1134-35](#) (1992)
19 (holding that issue preclusion is inapplicable if a party "did not have a full and fair
20 opportunity to litigate an issue")")

21 **D. NRCP 60(d)(3) fraud on the court**

22 Universal Oil Products Co. v. Root Ref. Co., 328 U.S. 575, 580 (1946). Rule
23 60(d)(3) is the codification of a court's inherent power to investigate whether a
24 judgment was obtained by fraudulent conduct.

25 *Levander v. Prober (In re Levander)*, 180 F.3d 1114, 1120 (9th Cir. 1999) (perjury
26 committed by a single non-party witness was so detrimental to the entire
27 bankruptcy proceeding that it was held to be fraud on the court); *In re Cardwell*,
28 No. 09-43121, 2017 WL 2304220, at *5-*6 (Bankr. E.D. Tex. May 25, 2017)
(holding that filing false bankruptcy schedules, misrepresenting liabilities on real
property, including a co-conspirator, and preparing fraudulent loan documents
established fraud on the court). *See also, In re Clinton Street Foods Corp.*, 254
B.R. 523 (Bankr. S.D.N.Y. 2000).

Rozier v. Ford Motor Co., 573 F.2d 1332, 1338 (5th Cir. 1978) (holding that fraud
on the court only includes actions "such as bribery of a judge or members of a jury,
or the fabrication of evidence by a party in which an attorney is implicated").

MODEL RULES OF PROF'L CONDUCT r. 3.3 (AM. BAR ASS'N as amended
1993). Absent aggravating or mitigating circumstances, upon application of the factors
set out in Standard 3.0, the following sanctions are generally appropriate in cases

1 involving conduct that is prejudicial to the administration of justice or that involves
2 dishonesty, fraud, deceit, or misrepresentation to a court:

3 6.11 Disbarment is generally appropriate when a lawyer, with the intent to deceive the
4 court, makes a false statement, submits a false document, or improperly withholds
5 material information, and causes serious or potentially serious injury to a party, or
6 causes a significant or potentially significant adverse effect on the legal proceeding.

7 6.31 Disbarment is generally appropriate when a lawyer:

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

12 *Ehrenberg v. Roussos (In re Roussos)*, 541 B.R. 721, 729 (Bankr. C.D. Cal.
13 2015) (“Most fraud on the court cases involve a scheme by one party to hide a key
14 fact from the court and the opposing party. For example, in *Levander* corporate
15 officer testified in a deposition that the corporation had not sold its assets, and a
16 bankruptcy court subsequently entered a judgment against only the
17 corporation. *Levander*, 180 F.3d at 1116–17. It turned out that the corporation had in
18 fact transferred all of its assets to a related partnership. *Id.* We held that the false
19 testimony constituted fraud on the court, and the bankruptcy court was allowed to
20 amend its order to include the partnership as an additional party to the judgment. *Id.* at
21 1122–23.”)

22 **E. There is no statute of limitations for fraud on the court.**

23 More Than Fraud: Proving Fraud on the Court, 10 ST. JOHN’S BANKR.
24 RESEARCH LIBR. NO. 24 (2018). “Further, there is no statute of limitations for a
25 fraud on the court claim and a court may consider such a claim even if no adversarial
26 parties are before the court.” *In re Roussos*, 541 B.R. at 729.

27 56. Nationstar committed fraud on the court by its filing a quiet title claim supported by false
28 claims to be owed a debt, entering false evidence to support its false claims, orchestrating an ex
parte meeting with the judge in the first proceedings to misrepresent its and Jimijack’s unlawful
pact, Tobin’s standing, the court record and the law in order to confiscate Tobin’s property without
foreclosure and without an evidence-based adjudication of either Nationstar’s, Jimijack’s or
Tobin’s claims.

F. To become the “law of the case” requires

1 **G. As a matter of public policy, courts should hold evidentiary hearings to determine**
2 **colorable claims of misrepresentation.**

3 *Glass v. Select Portfolio Servicing, Inc.*, 466 P.3d 939, 4 (Nev. 2020) (“Pursuant to
4 the Restatement (Second) of Judgments § 28 (1982), an issue may be relitigated if
5 ‘[t]here is a clear and convincing need for a new determination of the issue (a) because
6 of the potential adverse impact of the determination on the public interest, . . . or (c)
7 because the party sought to be precluded . . . did not have an adequate opportunity or
8 incentive to obtain a full and fair adjudication in the initial action.”)

9 57. Ex parte communications in the prior proceedings^{xix} obstructed Tobin’s full and fair
10 opportunity to litigate her claims by striking her pro se motions, oppositions and verified evidence^{xx}
11 and therefore she cannot be precluded from asserting them in a new court.

12 *In re Cayuse Corp. LLC*, 445 N.J. Super. 80, 91 (App. Div. 2016) (“Rule 1:2–1
13 requires that hearings “be conducted in open court, unless otherwise provided by rule
14 or statute.” “[E]xcept in unusual circumstances, a trial court should not communicate
15 *ex parte* with a party or witness, even with the parties’ consent.” *In re Dubov*, [410](#)
16 [N.J. Super. 190, 201, 981 A. 2d 87](#) (2009). These are fundamental principles. *See Code*
17 *of Judicial Conduct*, Canon 3(A)(6) (“A judge should accord to every person who is
18 legally interested in a proceeding, or that person’s lawyer, full right to be heard
19 according to law, and, except as authorized by law, neither initiate nor consider *ex*
20 *parte* or other communications concerning a pending or impending proceeding.”).
21 Indeed, due process mandates the hearing requirement of *Rule 1:2–1. Dubov, supra,*
22 [410 N.J. Super. at 201, 981 A. 2d 87.](#)”)

23 *Estate of Stonehill*, 660 F.3d at 444. The relevant inquiry is not whether the
24 fraudulent conduct “prejudiced the opposing party” but whether the conduct “harmed
25 the integrity of the judicial process.”

26 **H. NRS 40.110 and common law to hold an evidentiary hearing requires the court to**
27 **consider verified evidence to quiet title, but no court has done so.**

28 **I. Motion to dismiss is not a responsive pleading**

Washoe Med. Ctr. v. State, 122 Nev. 1298, 1308 n.2 (Nev. 2006) (“A motion to
dismiss is not a responsive pleading under NRCPP 15”)
“A motion to dismiss is not a responsive pleading as contemplated by rule 1.190.”

J. NRCPP 12(b)(5) standards to grant the motion to dismiss were not correctly applied.

1
2 **K. NRCP 12(d) converts a motion to dismiss into a motion for summary judgment if the**
3 **court considers matters outside the pleadings**

4 The purpose of summary judgment is to identify and dispose of factually unsupported
5 claims and defenses. *See Celotex Corp. v. Catrett*, 477 U.S. 317, 323–24, 106 S.Ct.
6 2548, 91 L.Ed.2d 265 (1986). Summary judgment is therefore appropriate if “the
7 movant shows that there is no genuine dispute as to any material fact and the movant
8 is entitled to judgment as a matter of law.” Fed.R.Civ.P. 56(a). “A party asserting that
9 a fact cannot be or is genuinely disputed must support the assertion,” and can do so
10 in either of two ways: by “citing to particular parts of materials in the record,
11 including depositions, documents, electronically stored information, affidavits or
12 declarations, stipulations (including those made for purposes of the motion only),
13 admissions, interrogatory answers, or other materials”; or by “showing that the
14 materials cited do not establish the absence or presence of a genuine dispute, or that
15 an adverse party cannot produce admissible evidence to support the
16 fact.” Fed.R.Civ.P. 56(c)(1).

17 “A fact is ‘material’ when, under the governing substantive law, it could affect the
18 outcome of the case. A ‘genuine issue’ of material fact arises if ‘the evidence is such
19 that a reasonable jury could return a verdict for the nonmoving party.’ ” *Thrifty Oil*
20 *Co. v. Bank of Am. Nat’l Trust & Sav. Ass’n*, 322 F.3d 1039, 1046 (9th Cir.2003)
21 (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248, 106 S.Ct. 2505, 91
22 L.Ed.2d 202 (1986)). Conversely, where the evidence could not lead a rational trier
23 of fact to find for the nonmoving party, no genuine issue exists for
24 trial. *See Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587, 106
25 S.Ct. 1348, 89 L.Ed.2d 538 (1986) (citing *First Nat’l Bank v. Cities Serv. Co.*, 391
26 U.S. 253, 289, 88 S.Ct. 1575, 20 L.Ed.2d 569 (1968)).

27 The moving party has the burden of persuading the court as to the absence of a
28 genuine issue of material fact. *Celotex*, 477 U.S. at 323, 106 S.Ct. 2548; *Miller v.*
Glenn Miller Prods., 454 F.3d 975, 987 (9th Cir.2006). The moving party may do so
with affirmative evidence or by “ ‘showing’—that is, pointing out to the district
court—that there is an absence of evidence to support the nonmoving party’s
case.” *Celotex*, 477 U.S. at 325, 106 S.Ct. 2548. Once the moving party satisfies its
burden, the nonmoving party cannot simply rest on the pleadings or argue that any
disagreement or “metaphysical doubt” about a material issue of fact precludes
summary judgment. *See Celotex*, 477 U.S. at 324, 106 S.Ct. 2548; *Matsushita*
Elec., 475 U.S. at 586, 106 S.Ct. 1348; *Cal. Architectural Bldg. Prods., Inc. v.*
Franciscan Ceramics, Inc., 818 F.2d 1466, 1468 (9th Cir.1987). The nonmoving
party must instead set forth “significant probative evidence” in support of its
position. *T.W. Elec. Serv., Inc. v. Pac. Elec. Contractors Ass’n*, 809 F.2d 626,
630 (9th Cir.1987) (quoting *First Nat’l*, 391 U.S. at 290, 88 S.Ct. 1575). Summary
judgment will thus be granted against a party who fails to demonstrate facts sufficient
to establish an element essential to his case when that party will ultimately bear the
burden of proof at trial. *See Celotex*, 477 U.S. at 322, 106 S.Ct. 2548.

1
2 When evaluating a motion for summary judgment, the court must construe all
3 evidence and reasonable inferences drawn therefrom in the light most favorable to
4 the nonmoving party. *See T.W. Elec. Serv.*, 809 F.2d at 630–31. Accordingly, if
“reasonable minds could differ as to the import of the evidence,” summary judgment
will be denied. *Anderson*, 477 U.S. at 250–51, 106 S.Ct. 2505.

5 *Turner v. Haw. First Inc.*, 903 F. Supp. 2d 1037, 1042-44 (D. Haw. 2012)

6 **L. Tobin filed four requests for judicial notice that, if considered, turns the motion to**
7 **dismiss into a motion for summary judgment, and if not considered, is grounds for**
8 **holding an evidentiary hearing now.**

9
10 58. Request for Judicial Notice of the APN 191-13-811-052 official Clark County property
11 record was filed on 3/15/21.

12 Instrument number and year:

13 [2003 recorded claims](#)

14 [2004 recorded claims](#)

15 [2007 recorded claims](#)

16 [2008 recorded claims](#)

17 [2012 recorded claims](#)

18 [2013 recorded claims](#)

19 [2014 recorded claims](#)

20 [2015 recorded claims](#)

21 [2016 recorded claims](#)

22 [2017 recorded claims](#)

23 [2019 recorded claims](#)

24 [2020 recorded claims](#)

25 [2021 recorded claims](#)

26 59. Request for Judicial Notice of the unadjudicated administrative and civil complaints related
27 to this dispute was filed on 4/4/21. Below are listed the court orders in prior proceedings that
28 “resolved” Tobin’s claims without consideration of verified evidence

Orders that disposed of Nona Tobin’s claims that did not consider any evidence

1. [8/11/17 order granting Opportunity Homes’s motion for summary judgment vs Nona
Tobin and the Hansen Trust](#) that was unfairly filed after [order denying Opportunity Homes’s
motion for summary judgment vs. Nationstar](#) was entered on 6/22/17.

2. [9/20/17 stipulation and order to dismiss Nona Tobin’s and the Hansen Trust’s 1/31/17
cross-claims, except for quiet title, and withdrawing her 3/3/17 motion to void the sale and SCA’s
3/31/17 opposition thereto pending the completion of NRS 38.310 mediation](#)

3. [4/18/19 order that granted SCA motion for summary judgment as to the Hansen Trust's quiet title cause of action and Nationstar's joinder](#)
4. [5/31/19 order denying motion to reconsider 4/18/19 order](#)
5. [6/24/19 order granting quiet title to Jimijack who had no deed, denying all the Hansen Trust's claims, not just quiet title, expunging Nona Tobin's lis pendens, and declaring the ruling binds non-party Nona Tobin as an individual](#)
6. [9/4/19 order that denied Nona Tobin the right to appeal as an individual](#)
7. [11/22/19 order that formalized Judge Kishner's 4/23/19 striking of all Nona Tobin's individual claims and motions from the court record unheard and expunged her lis pendens](#)
8. [4/30/20 order that denied Nona Tobin any right to appeal the 11/22/19 order that declared her a non-party, as an individual, but which bound her to the rulings that excluded her and struck her filings unheard from the court record](#)
9. [10/8/20 order that sanctioned Nona Tobin \\$3,455 to Joel A. Stokes's attorney pursuant to EDCR 7.60 \(1\) and/or \(3\) for filing the A-19-799890-C complaint on 8/7/19, one week before the five-year statute of limitations, after being denied access to the A-15-720032-C 6/5/19 trial.](#)
10. [11/17/20 order that sanctioned Nona Tobin \\$8,849 pursuant to NRS 18.010\(2\) on the grounds that her filing the A-19-799890-C complaint on 8/7/19, one week before the five-year statute of limitations, was unwarranted and for the sole purpose of harassing Quicken Loans & Brian & Debora Chiesi who recorded claims adverse to Tobin on 12/27/19 while Tobin had two recorded lis pendens.](#)
11. [12/3/20 order that dismissed all Nona Tobin's claims unheard pursuant to NRCP 12\(b\)\(5\), on the grounds of non-mutual claims preclusion, and NRCP 12\(b\)\(6\) for failure to join the HOA as a necessary party regarding the distribution of the excess proceeds.](#)

60. Request for Judicial Notice of the relevant laws, regulations and HOA governing documents was filed on 4/7/21.

- Exhibit 1: [2013 Nevada HOA Lien & Foreclosure Laws](#)
- Exhibit 2: [Limits on HOA Board's authority to impose sanctions](#)
- Exhibit 3: [Limits on HOA agents' & managers' authority to act](#)
- Exhibit 4: [Limits on conveyance of real property](#)
- Exhibit 5: [Limits on Fraud and Racketeering](#)
- Exhibit 6: [Sanctions & damages](#)
- Exhibit 7: [Victim access to remedies](#)
- Exhibit 8: [Documentary evidence](#)
- Exhibit 9: [Declaratory Judgments](#)
- Exhibit 10: [Actions to determine conflicting claims to real property](#)

61. Courtesy copies of the documents in the Requests for Judicial Notice were provided to the court on or about 5/8/21-5/11/21 in anticipation of the ordered evidentiary hearing.

1 62. NONA TOBIN'S REQUEST FOR JUDICIAL NOTICE OF NRCP 16.1 DISCLOSURES
2 AND SUBPOENA RESPONSES FROM DISCOVERY IN CASE A-15-720032-C AND
3 DISPUTED FACTS IN THE COURT RECORD was filed on 4/9/21.

4 Exhibit 1: ENTERED BY JOSEPH HONG (NV BAR #5995) FOR JIMI JACK
5 IRREVOCABLE TRUST

6 [12/05/18 Hong response to Tobin interrogatories](#)
7 [Interrogatories to Jimijack](#) (not included in Hong's response)

8 Exhibit 2: ENTERED BY MELANIE MORGAN (NV BAR #8215) NATIONSTAR
9 MORTGAGE

10 [2/9/18 Initial disclosures](#)

11 [2/7/19 1st supplemental disclosures](#)

12 [2/12/19 Nationstar 2nd supplemental disclosures NSM 258-403](#)

13 [2/27/19 Nationstar 3rd supplemental disclosures NSM 404-408](#)

14 [3/12/19 Nationstar 4th supplemental disclosures NSM 404-413](#)

15 [2/21/19 Nationstar response to Tobin Interrogatories](#)

16 [2/12/19 Nationstar 2nd supplemental disclosures NSM 258-403](#)

17 [2/27/19 Nationstar 3rd supplemental disclosures NSM 404-408](#)

18 [3/12/19 Nationstar 4th supplemental disclosures NSM 404-413](#)

19 [2/21/19 Nationstar response to Tobin Interrogatories](#)

20 [2/28/19 Nationstar 1st supplemental response to Tobin Interrogatories](#)

21 [2/28/19 Nationstar 1st supplemental response to Tobin Request for documents](#)

22 EXHIBIT 3: DAVID OCHOA PROFFERED FOR SUN CITY ANTHEM

23 [5/31/18 SCA Initial disclosures](#)

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

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

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

27 [SCA 164-167 Sun City Anthem 2007 Red Rock Financial Services Debt Collection
28 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](#)

[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](#)

EXHIBIT 4: NONA TOBIN & THE HANSEN TRUST PROFFERED EVIDENCE

[7/13/18 Nona Tobin & the Hansen Trust Initial disclosures](#)

[2/27/19 Nona Tobin & the Hansen Trust 1st supplemental disclosures](#)

1 [“All statements under oath support Nona Tobin’s claims”](#)
2 [Ombudsman’s contemporaneous log of HOA foreclosure notices](#)

3 EXHIBIT 5: RED ROCK FINANCIAL SERVICES RESPONSE TO TOBIN
4 SUBPOENA
5 [2/4/19 subpoena to Red Rock Financial Services](#)
6 [RRFS 001-425](#)

7 EXHIBIT 6: BERKSHIRE HATHAWAY RESPONSE TO TOBIN SUBPOENA
8 [2/4/19 subpoena to Berkshire Hathaway](#)
9 [BHHS 001-283](#)

10 EXHIBIT 7: NEVADA LEGAL NEWS RESPONSE TO TOBIN SUBPOENA
11 [2/4/19 subpoena to Nevada Legal News](#)
12 [NVLN 001-026](#)

13 EXHIBIT 8: DISPUTED MATERIAL FACTS ENTERED BY RED ROCK & SUN
14 CITY ANTHEM
15 [“Red Rock foreclosure file is false, falsified & fraudulent”](#)
16 [“RRFS claims vs Actual \\$\\$ Due”](#)

17 EXHIBIT 9: DISPUTED MATERIAL FACTS PROFFERED BY NATIONSTAR
18 MORTGAGE
19 [“Nationstar evidence was not examined”](#)

20 63. The Assistant Bar Counsel of the State Bar of Nevada requires findings of attorney
21 misconduct from a district court before he will refer Tobin’s complaints of professional misconduct
22 to the Ethics and Disciplinary Panel for investigation and possible disbarment.^{xxi}

23 *In re Discipline of Droz*, 123 Nev. 163, 168 n.5 (Nev. 2007) (“SCR 39 (“Attorneys
24 being court officers and essential aids in the administration of justice, **the government
25 of the legal profession is a judicial function.**”

26 **M. An evidentiary hearing is required if there is a colorable claim of misrepresentation.**

27 *Manuela Rubio v. Nevada*, 124 Nev. 1032, 1044 (Nev. 2008) (“As other jurisdictions
28 have required, we recognize that district courts should hold an evidentiary hearing for
colorable claims of affirmative misrepresentation”)

N. Claims preclusion does not apply because the parties are different:

64. Tobin had no filed claims vs. Nationstar in the first proceedings because she sought to join
Nationstar in voiding the defective sale and returning each to their respective positions had the sale

1 not occurred. Nationstar had no filed claims against Tobin in the first proceedings, but used
2 fraudulent tactics to disrupt a fair adjudication of Tobin’s claims for quiet title vs. Jimijack.

3 65. Tobin had no filed claims vs. Wells Fargo in either of the prior proceedings, and Wells
4 Fargo has never been a party previously. Tobin alleges that Steven Scow named Wells Fargo as a
5 defendant in bad faith and Akerman attorneys claimed to represent Wells Fargo possibly without
6 Wells Fargo’s knowledge.
7

8 66. Red Rock was not a party in the first proceedings initially because Tobin considered that
9 the HOA under the principle of *respondeat superior* was the real party in interest with the statutory
10 authority to enforce the HOA’s governing documents and therefore responsible for the acts of its
11 agents.

12 67. Tobin’s entire 1/31/17 cross-claim vs. the HOA and all fictitious defendants identified Red
13 Rock as the culpable party:
14

15 68. who usurped the authority of the HOA Board,

16 69. who unlawfully rejected assessments three times that cured the default,

17 70. who misinformed the HOA Board as to its fiduciary duties of due process prior to the
18 imposition of fines and sanctions for alleged violation of the governing documents,

19 71. who unlawfully retained proprietary control over assessments collected for the sole and
20 exclusive benefit of the HOA. ^{xxii}
21

22 72. Tobin, however, could not unravel the identities of the individuals behind the corporate veils
23 of FirstService Residential, LLC; RMI Management LLC or either of those entities dba Red Rock
24 Financial Services, a partnership EIN 88-0358132. Hence, the “alter ego/life the corporate veil”
25 was filed as a cause of action, albeit erroneously, as she now knows lifting the corporate veil, is
26 actually a theory of liability, not a cause of action. ^{xxiii}
27
28

1 **O. Claims preclusion does not apply because the claims are different and were not, and**
2 **could not, have been brought previously.**

3 73. In the first proceedings, Tobin filed six causes of action against the HOA and fictitious
4 defendants in both her capacity as an individual and as the successor trustee of the Gordon B.
5 Hansen Trust, five of which were dismissed by order entered on 9/20/17. None of Tobin's six causes
6 of action, filed as an individual, were heard because she was wrongfully removed as an individual
7 party from the first proceedings.
8

9 74. The second proceedings were necessary because Tobin was wrongfully removed as an
10 individual party from the first proceedings, and the action had to be filed before the five-year statute
11 of limitations.^{xxiv}

12 75. Tobin's claims in the interpleader action had never been filed before and addressed the
13 fraudulent conduct of the parties as they related to a multitude of other cases.
14

15 76. In the first two cases Tobin was trying to get the court to declare the sale was void because
16 Red Rock had conducted the sale without notice after unlawfully rejecting assessments that cured
17 the default three times and to get Red Roc to distribute the excess proceeds from the wrongful sale
18 instead of retaining them for its own unjust enrichment.

19 77. In the instant case, Tobin filed all her counterclaims, made compulsory by NRCP 13(a)(1),
20 of Interpleader, Fraud, Racketeering, Unjust Enrichment and/or Conversion, and Lift the Corporate
21 Veil, and a petition for sanctions pursuant to NRCP 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS
22 207.407(1), NRS 42.005, to address the multiple times that counter-defendant and cross-defendant
23 Nationstar, and/or their attorneys on their own volition, disregarded the same laws and the same
24 court procedures and the same ethical and professional rules to commit the same atrocities against
25 other victims, and to get punitive damages to compensate for the damages Tobin personally suffered
26 thereby.
27
28

1 78. Tobin’s opponents have successfully convinced the courts to misperceive Tobin as a
2 vexatious litigant when Tobin is, in fact, a whistleblower.

3 **P. This court’s granting a motion to dismiss is improper as it enables, emboldens, aids and**
4 **abets the fraud on the court.**

5 *Estate of Adams ex rel. Estate v. Fallini*, 386 P.3d 621, 625 (Nev. 2016) (“This court
6 reviews a district court's decision to set aside a judgment based on fraud upon the court
7 for an abuse of discretion. *NC–DSH, Inc. v. Garner* , [125 Nev. 647, 650](#), [218 P.3d](#)
8 [853, 856](#) (2009).”)

9 *Estate of Adams ex rel. Estate v. Fallini*, 386 P.3d 621, 625 (Nev. 2016) (“[W]hen a
10 judgment is shown to have been procured by fraud upon the court, no worthwhile
11 interest is served in protecting the judgment." *Id.* at 653, [218 P.3d at 858](#) ”)

12 *Estate of Adams ex rel. Estate v. Fallini*, 386 P.3d 621, 625 (Nev. 2016) (“We have
13 defined a "fraud upon the court" as "only that species of fraud which does, or attempts
14 to, subvert the integrity of the court itself, *or is a fraud perpetrated by officers of the*
15 *court* so that the judicial machinery cannot perform in the usual manner its impartial
16 task of adjudging cases...." *Id.* at 654, [218 P.3d at 858](#) ”)

17 Where the sanction imposed is “case concluding,” that is, where the sanction results
18 in the striking of an answer “both as to liability and damages,” we employ “a
19 somewhat heightened standard of review.” *Bahena v. Goodyear Tire & Rubber*
20 *Co.*, 126 Nev. —, —, **235 P.3d 592, 596** (2010).

21 V. **CONCLUSION**

22 79. Nona Tobin respectfully moves the court to hold the evidentiary hearing that was originally
23 ordered to be held on 8/19/21 to consider only verified evidence and disregard unproven allegations
24 of opposing counsels.

25 80. Pursuant to NRCP 12(d), Red Rock’s untimely 4/16/21 motion to dismiss (NRCP
26 12(a)(1)(a) required a responsive pleading within 21 days of 3/8/21) should be converted into a
27 motion for summary judgment, both because matters outside the pleadings were, or should have
28 been, considered by the court to determine the truth, and further because Red Rock obviously filed
it for the improper purpose to evade filing a responsive pleading as it has no verified evidence to
support its claim that it conducted a properly noticed, legally-compliant sale or to refute Tobin’s
claims that it did not and then lied to the court to cover it up.

1 81. Instead of granting Nationstar's meritless motion to strike Tobin's notice of intent to take
2 default, consider that Nationstar has lied to the court at every turn, is not now, and was not ever the
3 beneficiary of the Hansen 7/22/04 deed of trust, and has used abusive litigation practices to obstruct
4 Tobin's claims from being heard on their merits. Nationstar was never owed any debt and Tobin
5 never owed Nationstar anything. It is this court's NRS 30.030, NRS 40.010 and NRCPC 8(e)^{xxv} duty
6 to be an impartial tribunal who decides based on weighing verified, corroborated evidence of the
7 opposing parties denying Tobin's 4/15/21 motion for summary judgment vs. Red Rock's 4/16/21
8 or grant leave to all parties to file

10 82. The evidence will show that Nona Tobin as an individual is the party to whom the
11 interpleaded proceeds of \$57,282.32 plus seven years interest (rightfully belongs if the court
12 requires an audit of the funds for the twelve 2014 Sun City Anthem foreclosures that Steven Scow
13 has retained since in unauthorized, unaudited accounts for the benefit of unknown individuals after
14 Red Rock instructed him in 2014 to remit the Red Rock Trust Account checks made out to the Clark
15 County District Court for interpleader.

17 83. Finally, the determination of sanctions against Red Rock for their filing meritless, frivolous
18 motions and other papers to multiply the proceedings and make false claims should be made after
19 the evidentiary hearing established the degree of their fraud on the court.

21 Dated this 14th day of December 2021

22 

23 _____
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25 (702) 465-2199
nonatobin@gmail.com
26 *In Proper Person*

1
2 i 210819 THE THIRD DISTRICT COURT ACTED WITHOUT CONSIDERATION OF
3 EVIDENCE TO IGNORE SERIOUS ALLEGATIONS OF ATTORNEY MISCONDUCT

4 ii

5 iii 3/8/21 AACC Exhibit 2 the sale was void for rejection of assessments
6 3/8/21 AACC Exhibit 3 The alleged default was cured three times
7 3/8/21 AACC Exhibit 4 SCA Board did not authorize the sale by valid corporate action
8 3/8/21 AACC Exhibit 5 Required notices were not provided & records were falsified
9 3/8/21 AACC Exhibit 6 SCA Board imposed ultimate sanction with NO due process
10 3/8/21 AACC Exhibit 8 Examples of Red Rock's corrupt business practices
11 3/8/21 AACC Exhibit 10 the proceeds of the sale were not distributed pursuant to NRS 116.31164
12 (2013)
13 3/8/21 AACC Exhibit 11 Red Rock's fraud, unfairness and oppression
14 “SCA Board did not properly authorize any foreclosure conducted by Red Rock”
15 “SCA Board did not comply with HOA meeting laws”
16 **Ombudsman’s Notice of Sale records for 17 foreclosures**

17 ivRRFS did not inform the SCA Board of the NSN 5/28/14 offer of \$1100, one year of
18 assessments, to close escrow on the 5/8/14 \$367,500 sale to high bidder MZK.

19 RRFS misrepresented this unlawful rejection as an owner request for waiver and presented many
20 false documents into evidence to create the deception that Nona Tobin had unclean hands and
21 was barred from relief. See SCA 2/5/19 MSJ and Tobin analysis of Red Rock/SCA false
22 evidence, and SCA 275-293.

23 3/8/21 AACC Exhibit 14 Presented false evidence to cover up crime

24 3/8/21 AACC Exhibit 15 Civil Conspiracy to cover up racketeering warrants punitive damages
25 **“Red Rock foreclosure file is false, falsified and fraudulent”**

26 2/26/19 SCA response to Tobin interrogatories

27 2/26/19 SCA Response to Tobin Request for Documents

28 2/26/19 SCA response to Tobin Request for documents annotated

“Deceptive disclosures: 12/5/13 meeting vs. SCA 315 & RRFS 148”

4/27/12 Red Rock debt collection contract was concealed in discovery and is unenforced to this
day to the unjust enrichment of Red Rock and/or Steven Scow

“RRFS claims vs. actual \$\$ due“

SCA disclosed, and Scow for RRFS provided in response to Tobin's subpoena, misleading and
falsified documents to deceive the court into concluding that the sale had been fair and properly
noticed and the proceeds properly handled, including but not limited to SCA 276, SCA 277, SCA
278, SCA 286, SCA 635, SCA 642, SCA 643, SCA 277, SCA 628, RRFS 071-083 (SCA 250-
262), RRFS 047-048 (SCA 223-224), RRFS 119 (SCA 302), RRFS 128 (SCA 315), RRFS 238-
244, RRFS 218-219 (SCA 415-416), RRFS 298-299, RRFS 312-326 (SCA 513-530), RRFS 398-
399; RRFS 402 (SCA 618), RRFS 409-423, RRFS 424-425, RRFS 123, RRFS 124,

v We can learn a lot from this Spanish Trail HOA case – SCA Strong

“NRS 116.31164(3)(2013) vs. NRCP 22: Interpleader vs. HOA bylaws prohibiting delegation“
SCA bylaws 3.20/3.18

1
2 [SCA Board secretly sold a dozen houses in 2014](#)” and there is nothing in court records or HOA records to indicate that any of the excess proceeds of these sales were ever distributed.

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

4 vii [SCA 302](#) was a second super-priority tender that would have voided the sale, but
5 Nationstar concealed it and falsely claimed, without evidence, that the sale was valid
6 to extinguish Tobin’s rights but not to extinguish Nationstar’s baseless claims.
7 Because both Red Rock and Nationstar concealed Red Rock’s covert rejection of
8 Nationstar negotiator Veronica Duran’s offer, Nationstar’s [2/12/19 joinder](#), based on
9 false evidence and misrepresentation of the facts and the law, succeeded.
See also Nationstar’s [3/21/19 MSJ vs. Jimijack](#) where the misrepresentations are
repeated despite the fact that on [3/8/19 Nationstar rescinded](#) its recorded claim to be
Bank of America’s successor in interest.

10 Attorneys Wright, Finley, Zak, aided and abetted mortgage servicing fraud of both Bank of
11 America and Nationstar Mortgage by filing into these quiet title civil actions statements
12 known to be false and disclosing false evidence Edgar Smith (NV bar
13 #5506)on [1/11/16](#), [4/12/16](#), [DECL](#), [4/12/16](#), [5/10/16](#), [6/2/16](#), [6/3/16](#), [6/10/16](#), [3/27/17](#)
[DECL](#), [3/27/17](#), [11/9/17](#), [2/9/18](#), (Dana Johnson Nitz NV Bar #0050, Michael Kelly NV
Bar #10101).

14 Akerman LLP (Melanie Morgan NV Bar #8215, Karen Whelan NV Bar #10466, Donna Wittig
15 NV Bar #11015). [5/15/18](#), [2/7/19](#), Thera Cooper NV Bar
16 #13468, [2/12/19](#), [2/12/19](#), [2/20/19](#), [2/21/19](#), [2/21/19](#), [2/27/19](#), [2/28/19](#), [2/28/19](#), [3/7/19](#), [3/12/1](#)
[9](#), [3/12/19](#), [3/18/19](#), [3/21/19](#), [3/26/19](#) RTRAN, [4/12/19](#), [4/15/19](#) (SAO signed
17 [4/10/19](#)), [4/19/19](#), [4/23/19](#), [4/23/19](#) RTRAN, [4/25/19](#) RTRAN, [5/3/19](#), [5/21/19](#)
[RTRAN](#), [5/29/19](#) RTRAN, [5/31/19](#), [6/24/19](#), [6/24/19](#), [6/25/19](#), [7/1/19](#), [7/22/19](#).
18 [Nationstar’s claims and dispositions](#)
[1/11/16 Nationstar Complaint is awash in contradictions](#)

19 “[Nationstar Mortgage’s Fraud](#)”

20 [Nationstar evidence was not examined](#)

21 [3/8/21 AACC Exhibit 7 Neither BANA nor NSM ever owned the disputed DOT](#) “[Why](#)
22 [Nationstar’s attorneys must be sanctioned and pay damages](#)”

23 “[Complaint against Melanie Morgan](#)”

24 “[1st complaint to the Nevada AG](#)”

25 “[2nd complaint to the Nevada Attorney General](#)”

26
27 viii [4/12/21 MTD](#) Nona Tobin's Amended Motion for an Order to Distribute Interpleaded Proceeds
28 with Interest to Sole Claimant Nona Tobin

ix [4/15/21 MSJ](#) Counter-Claimant & Cross-Claimant Nona Tobin's Motion for Summary Judgment vs. Counter-Defendant Red Rock Financial Services and Cross- Defendants Nationstar Mortgage LLC & Wells Fargo, N.A. and Motion for Punitive Damages and Sanctions Pursuant to NRCF 11(b)(1)(2)(3) and/or(4), NRS 18.010(2), NRS 207.470(1) and/or NRS 42.005

x [4/16/21 MDSM](#)- Red Rock Financial Services, LLC's Motion to Dismiss Counterclaimant Nona Tobin's Counterclaim and Petition for Sanctions

xi 10/08/21 [invoice 28036](#) \$3,565.50

11/5/21 [invoice 28259](#) \$10,834.00

11/18/21 invoice JWT \$11,497.00

12/2/21 [invoice 28371](#) \$3,429.00

xii [9/10/21 NODP](#) NOTICE OF ENTRY OF ORDER & JUDGMENT ON PLAINTIFF RED ROCK FINANCIAL SERVICES, LLC'S MOTION TO DISMISS COUNTERCLAIMANT NONA TOBIN'S COUNTERCLAIM AND PETITION FOR SANCTIONS AND DEFENDANTS/ COUNTERCLAIMANT NONA TOBIN'S MOTION FOR SUMMARY JUDGEMENT AND MOTION FOR SANCTIONS

xiii [11/16/21 transcript](#)

xiv [210412 order of affirmance was erroneous as it was based on a fraud on the court](#)

xv All documentary evidence and DECLs/AFFDs put before the court on 9/23/16, 1/31/17, 3/3/17, 2/9/18, 5/31/18, 7/13/18, 12/5/18, 2/7/19, 2/12/19, 2/20/19, 2/26/19, 2/26/9, 2/27/19, 2/28/19, 2/28/19, 4/10/19, 4/12/19, 4/17/19, 4/24/19, 4/29/19, 5/23/19 support the Tobin/Hansen Trust claims vs. the court's 4/18/19, 5/31/19 and 6/24/19

[All verified evidence in court records and in administrative complaints supports Nona Tobin. No verified evidence refutes her claims.](#)

[All declarations under penalty of perjury support Nona Tobin's claims](#)

[All verified evidence in the court record and property record supports Tobin's un-adjudicated claims](#)

[Ombudsman's notice of HOA foreclosure sale compliance records show Red Rock's and Nationstar's fraud](#)

[160614 Linda Proudfit verification of the Proudfit Realty Broker files as true, correct, and complete](#)

[TOBIN MTD 7455 - 8019 RFJN DISCLOSURE DISPUTES EXHIBITS](#)

[TOBIN MOTION TO DISTRIBUTE EXHIBITS 1 -10](#)

[EXHIBITS 12-23 TOBIN MOTION TO DISTRIBUTE](#)

[Exhibits to Red Rock's June 23, 2020 and April 16, 2021 motions to dismiss were requests for judicial notice of prior court records and contained no evidence to refute Tobin's counter-claim](#)

xvi [EXHIBITS TO 5/23/19 TOBIN RPLY TO](#)

[SCA 5/2/19 OPPM TO TOBIN MOTION TO RECONSIDER AND](#)

[JIMLJACK'S 5/3/19 JOINDER TO SCA](#) AND

[NSM'S 5/3/19 JOINDER TO SCA](#)

[Exhibit "1"; April 20, 2019 Tobin declaration](#)

1 **Exhibit “2”** [May 11, 2018 and May 13, 2019 Leidy declaration](#)

2 **Exhibit “3”** [May 20, 2019 Proudfit declaration](#)

3 **Exhibit “4”** [Resident Transaction Reports for 2763 White Sage 2664 Olivia Heights](#)

4 **Exhibit “5”** [No valid Board authorization for sale](#)

5 **Exhibit “6”** [Proposed Findings of Fact](#)

6 **Exhibit “7”** [Authenticated OMBUDSMAN NOS records for 17 foreclosures](#)

7 **Exhibit “8”** [2nd NOS for two sales but not for 2763](#)

8 **Exhibit “9”** [March 22, 2019 Tobin DECL opposing NSM MSJ vs. Jimijack](#)

9 **Exhibit “10”** [April 12, 2019 MSJ v. Jimijack](#)

10 **Exhibit “11”** [May 20, 2019 complete chain of title for 2763 White Sage](#)

11 ^{xvii} [4/24/19 MVAC/MSJ](#) unheard or decide motion to vacate and motion for summary judgment

12 ^{xviii} [4/24/19 MVAC/MSJ](#) unheard or decide motion to vacate and motion for summary judgment

13 ^{xix} [1/27/21 NCJD complaint](#) signed NCJD 3-page form,

14 [Attachment 1](#) Relevant provisions of the Nevada Code of Judicial discipline

15 [Attachment 2](#) 7-page outline of complaint

16 [Attachment 3](#) 1/28/21 NCJD 100-page complaint

17 [Attachment 4](#) Unheard 4/10/19 motion for summary judgment vs. Jimijack

18 [Attachment 5](#) Unheard 4/10/19 motion for summary judgment vs. all parties

19 [Attachment 6](#) Table of contents of evidence stricken at 4/23/19 ex parte hearing

20 [Attachment 7](#) Notice of completion of Tobin/Hansen Trust’s completion of mediation required for
21 subject matter Judge Kishner to have subject matter jurisdiction pursuant to NRS 38.310(2)
22 (NRCP 12(b)(1))

23 [Attachment 8](#) Nona Tobin’s 4/14/19 Declaration under penalty of perjury vs. Nationstar &
24 Jimijack

25 [Attachment 9](#) 3/14/19 complaint to Nevada Attorney General

26 [Attachment 10](#) 12/16/20 complaint to Nevada Attorney General with linked exhibits to both
27 complaints

28 [Attachment 11](#) Minutes of 4/23/19 ex parte hearing between Jimijack’s attorney Joseph Hong
and Natipnstar’s attorney Melanie Morgan and Judge Kishner prior to the 6/5/19 trial that was to
settle Tobin’s quiet title dispute vs. Jimijack

[Attachment 12](#) Transcript of 4/23/19 ex parte hearing between Jimijack’s attorney Joseph Hong
and Natipnstar’s attorney Melanie Morgan and Judge Kishner prior to the 6/5/19 trial that was to
settle Tobin’s quiet title dispute vs. Jimijack

[Attachment 13](#) Recorded fraud by Nationstar

[Attachment 14](#) 55-page analysis of the evidence of fraud on the court and judicial misconduct

1 [Attachment 15](#) 211-pages of evidence showing that I was forced to litigate by the HOA as
2 retaliation against me for being a whistleblower on unrelated matters, but then the HOA,
3 Nationstar and Jimijack attorneys obstructed the litigation by concealing, suppressing, and/or
4 falsifying the evidence that had probative value to my case

5 [Attachment 16](#) 963 pages of my pro se filed documents that were stricken from the record by
6 Judge Kishner without consideration or adjudication at the ex parte hearing (Attachment 16
7 should have included, but did not, the 4/24/19 [motion to vacate per NRCP 60\(b\)\(3\)](#) for fraud on
8 the court and attached motion for summary judgment vs. all parties, or the unheard post-trial
9 motions, 6/17/19 [motion to intervene by right](#), 7/22/19 [motion for a new trial](#) for fraud on the
10 court, 7/29/19 [motion to dismiss](#) for lack of subject matter jurisdiction, that were stricken at the
11 9/3/19 hearing,

12 ^{xx} [Dispositive motions not decided in prior litigation is an example of how Tobin's claims were
13 not fairly adjudicated in the prior proceedings](#)

- 14 1. [3/3/17 OPPC](#) Tobin/Hansen Trust OPPOSITION TO SUN CITY ANTHEM COMMUNITY
15 ASSOCIATION'S MOTION TO DISMISS AND COUNTERMOTION FOR ORDER
16 VOIDING THE HOA SALE
- 17 2. [3/20/19 MSJ](#) Tobin/Hansen Trust vs all defendants (not filed by Counsel), but was filed as
18 pages 99-131 of 4/10/19 OPPC that was stricken unheard at 4/23/19 hearing)
- 19 3. [4/4/19 MSJ](#) TOBIN MOTION FOR SUMMARY JUDGMENT AGAINST JIMIACK
- 20 4. [4/10/19 MSJ](#) Nona Tobin, an individual, vs. Jimijack (pages 11-99 of 4/10/19 OPPC stricken
21 at 4/23/19 hearing)
- 22 5. 4/24/19 [MVAC and MSJ](#) Nona Tobin vs. all defendants – motion to vacate the order entered
23 4/18/19 that granted the HOA's MSJ and Nationstar's joinder per NRCP 60 (b) (3) not
24 stricken, but not heard
- 25 6. [6/17/19 MINV](#) Nona Tobin, an individual, motion to intervene pursuant to NRCP 24(a)(2)
26 prior to the trial 6/24/19 trial order supported by [6/21/19 DECL](#) declaration under penalty of
27 perjury
- 28 7. [7/22/19 MNTR](#) motion for a new trial per NRCP 54(b) and NRCP 59(a)(1)(A)(B)(C)(F)
8. [7/29/19 MTD](#) Tobin Pro Se motion to dismiss Judge Kishner's order granting quiet title to
Jimijack for lack of jurisdiction per NRS 38.310(2)

29 ^{xxi}[3/4/21 State Bar of Nevada](#) Tobin complaint rejection letter that required a district court to
30 produce findings of attorney misconduct prior to investigation by the Ethics & Disciplinary Panel
31 [Court's role in disciplining attorneys requires that Red Rock's motions to dismiss and all joinders
32 granted by orders entered on 12/3/20, 9/10/21 and 11/30/21 be reversed](#)

33 ^{xxii}[210308 Exhibit 22 January 1, 2017 cross-claim vs. HOA and its agents excerpts](#)
34 [THERE WAS NO FULL & FAIR HEARING OF TOBIN'S FILED CLAIMS IN PRIOR](#)
35 [PROCEEDINGS; 1/31/17 CRCM](#)

1
2 [1/10/19 transcript](#) shows the court granted Tobin's motion to amend 1/31/17 CRCM on the
3 condition that no new parties could be added so Tobin's third-party complaint vs. Red Rock for
4 failure to distribute the excess proceeds as mandated by NRS 116.31164(3) was never entered.

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

1. Cross-Claimant, NONA TOBIN, is an Individual, and is a resident of Sun City Community Association, Inc. (Herein "HOA") Henderson, Nevada. TOBIN is a both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein "GBH TRUST"), dated 8/22/08, the titleholder of the Subject Property at the time of the disputed foreclosure sale (Herein "HOA sale") for delinquent assessments (Herein "HOA dues").
2. Cross-Defendant, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC is a Nevada Non-profit Corporation formed under NRS 82 and operating under NRS 116. The HOA managed its business entirely through HOA AGENTS under contract from inception until the HOA went to self-management on April 1, 2016.
3. There were two companies under contract during all times relevant to this claim: a) RMI Management, LLC ("RMI") pursuant to the February 26, 2010 HOA Management contract signed by Kevin Wallace, RMI President; and b) FirstService Residential, Nevada, LLC ("FSR") pursuant to the March 31, 2014 HOA Management contract to provide exclusive management agency.
4. The HOA signed a contract on April 27, 2012 with "Red Rock Financial Services, a FirstService Residential Management Company" to be its authorized agent for debt collection and as its trustee for foreclosure proceedings".
5. Notably, prior to April, 2012, Red Rock Financial Services (Herein "RRFS") handled these functions, but only pursuant to HOA Board policy dated 7 /1/09;
6. RRFS has never defined itself in any relevant debt collection or foreclosure documents related to this case, as Red Rock Financial Services, LLC" which is a separate legal entity registered with the Nevada Secretary of State as a foreign corporation approved to conduct business in Nevada since August 29, 2011; and
7. Since 2006, FSR has carried the only NRS 649 debt collector license d/b/a Red Rock Financial Services.
8. RMI, FSR and RRFS will be referred to herein collectively as "HOA AGENTS". Distinguishing their legal status, conformance with HOA contracts and fiduciary duty, regardless of overlapping fictitious names and licensing, is left to the HOA to determine. This determination will only be necessary if the HOA decides to align itself with HOA Agents against Cross-Claimant TOBIN's motion to void the HOA sale as fraudulently conducted by HOA Agents usurping the HOA's authority.
9. Counter-Defendants DOES 1-10, and ROE CORPORATIONS 1-10 are unknown at this time. Cross-Claimant expressly reserves the right to add additional parties when and if the names of such parties become available

xxiv Pages 1-3 of Tobin 8/7/19 A-19-799890-C complaint in the second proceedings

1. This action is for quiet title and equitable relief from a defective HOA foreclosure sale conducted without notice on August 15, 2014, by Sun City Anthem Community Association, Inc. (hereinafter "SCA" or "HOA") former managing and debt collection agents dba Red Rock Financial Services, (Herein "RRFS" or "HOA Agents").
2. Plaintiff comes before this Court to timely re-assert her NRS 40.010 quiet title claim

1
2 ***NRS 40.010 Actions may be brought against adverse claimants.** An action*
3 *may be brought by any person against another who claims an estate or interest in*
4 *real property, adverse to the person bringing the action, for the purpose of*
5 *determining such adverse claim*

6
7 3. Despite NRS 30.130, Plaintiff was unfairly removed as a party from consolidated cases
8 A-15-720032-C and A-16-730078 (Herein “A720032”) by ex-parte bench orders shortly before
9 the June 5-6, 2019 trial.

10
11 **NRS 30.130 Parties.** When declaratory relief is sought, all persons shall be made parties who
12 have or claim any interest which would be affected by the declaration, and no declaration shall
13 prejudice the rights of persons not parties to the proceeding.

14
15 4. Tobin had been a Defendant-in-Intervention in A720032 since the order granting her
16 November 15, 2016 Pro Se motion to intervene was entered on January 12, 2017.

17
18 5. Tobin’s individual claims filed into those cases between 2016 – 2019, whether filed as a
19 Pro Se, or filed by retained counsel, all remain adjudicated.

20
21 6. Plaintiff is severely aggrieved by orders of that Court, dated April 18, 2019 and June 24,
22 2019, that extinguished her property rights as successor trustee of the deceased owner’s estate,
23 without the benefit of a trial.

24
25 7. The title claims of the Gordon B. Hansen Trust, (Herein “the GBH Trust”), property owner
26 at the time of the disputed sale, were extinguished after the Court excluded all of Tobin’s evidence
27 from trial and did not require the prevailing parties to produce any admissible evidence to support
28 their claims or to submit those claim to mediation.

8. The Court retained jurisdiction despite NRS 38.310 (2) when none of the prevailing parties
were compliant.

9. Herein Plaintiff petitions the Court to declare that the disputed HOA sale did not extinguish
the GBH Trust’s nor its successor trustee’s rights to title; that Plaintiff is entitled to the \$57,282
undistributed proceeds of the sale; that Plaintiff’s 3/28/17 deed as an individual is valid and
superior to the Jimijack’s defective, inadmissible 6/9/15 deed and the 5/1/19 deed of Jimijack’s
successor Joel Stokes; that Plaintiff is entitled to recoup damages, five years of rental income from
Jimijack; that Nationstar Mortgage LLC’s (Herein “NSM” or “Nationstar”) claims to own the
beneficial interest of the disputed Western Thrift Deed of Trust (Herein “DOT”) are false; that all
instruments, encumbrances and assignments improperly and/or unlawfully notarized, executed or
recorded to create false claims, or were done for the improper purpose of abrogating Tobin’s rights
during the pendency of case A720032, and/or prior to the adjudication of Plaintiff’s claims in this
instant action, are cancelled and declared without legal force and effect; and that attorneys in the
A720032 case pay Tobin’s attorney fees and costs and be ordered to show cause why they should
not be sanctioned pursuant to Rule 11(b)(1)(3).

xxv NRCP 8(e) Construing Pleadings. Pleadings must be construed so as to do justice.

CERTIFICATE OF SERVICE

I, NONA TOBIN, hereby certify that the foregoing and pursuant to NRCP 5(b), on this the 14th day of December 2021, I served via the Clark County electronic filing system a true and correct copy of the foregoing NONA TOBIN'S MOTION FOR AN EVIDENTIARY HEARING TO SET ASIDE SEPTEMBER 10, 2021 ORDER AND NOVEMBER 30, 2021 ORDERS PURSUANT TO NRCP 60(b)(3) (FRAUD) AND NRCP 60 (b)(3)(FRAUD ON THE COURT) AND MOTION FOR ATTORNEYS' FEES AND COSTS PURSUANT TO EDCR 7.60(1) AND (3), NRS 18.010(2) to all parties listed in the Odyssey eFileNV service contact list in case A-21-828840-C.



Nona Tobin