

1 JOHN W. THOMSON, ESQ.  
2 Nevada Bar No. 5802  
3 THOMSON LAW PC  
4 2450 St. Rose Parkway, Suite 120  
5 Henderson, NV 89074  
6 (702) 478-8282 Telephone  
7 (702) 541-9500 Facsimile  
8 Email: johnwthomson@ymail.com  
9 Attorney for Plaintiff Nona Tobin

Electronically Filed  
Jan 08 2021 09:35 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

7  
8 **IN THE EIGHTH DISTRICT COURT OF THE**  
9 **STATE OF NEVADA IN AND FOR THE COUNTY OF CLARK**

10 NONA TOBIN, an Individual

11  
12 Plaintiff,

13 vs.

14 BRIAN CHIESI, an individual; DEBORA  
15 CHIESI, an individual; QUICKEN LOANS  
16 INC.; JOEL A. STOKES, an individual;  
17 JOEL A. STOKES and SANDRA STOKES  
18 as Trustees of JIMI JACK IRREVOCABLE  
19 TRUST; JIMI JACK IRREVOCABLE  
20 TRUST; NATIONSTAR MORTGAGE LLC;  
21 RED ROCK FINANCIAL SERVICES;  
22 DOES I through X inclusive; and ROE  
23 CORPORATIONS I through V, inclusive

24 Defendants.

Case No.: A-19-799890-C  
Dept No.: 22

**NOTICE OF APPEAL  
TO THE SUPREME COURT, STATE  
OF NEVADA**

25 Notice is hereby given that Plaintiff/Appellant Nona Tobin, by and through her attorney,  
26 John W. Thomson, Esq., of Thomson Law PC, does hereby appeal the *Order Granting*  
27 *Defendant Red Rock Financial Services' Motion to Dismiss Complaint and all Joinders to the*  
28 *Motion*, Notice of Entry filed on December 3, 2020, in the District Court in and for the above-

///

///

1 named county and state.

2 Dated this 29<sup>th</sup> day of December, 2020

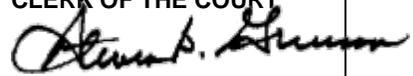
THOMSON LAW PC

3  
4 /s/ John W. Thomson  
5 JOHN W. THOMSON  
6 Nevada Bar No. 5802  
7 2450 St. Rose Parkway, Suite 120  
8 Henderson, Nevada 89074  
9 *Attorney for Nona Tobin*

10 **CERTIFICATE OF SERVICE**

11 The undersigned, an employee of Thomson Law PC, hereby certifies that on the 29<sup>th</sup> day  
12 of December 2020, she caused a copy of the **NOTICE OF APPEAL** to be served in accordance  
13 with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File &  
14 Serve system.

15  
16  
17 /s/ Annette Cooper  
18 An employee of Thomson Law PC



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9 Attorney for Plaintiff Nona Tobin

10 **IN THE EIGHTH DISTRICT COURT OF THE**  
11 **STATE OF NEVADA IN AND FOR THE COUNTY OF CLARK**

12 NONA TOBIN, an Individual

13 Plaintiff,

14 vs.

15 BRIAN CHIESI, an individual; DEBORA  
16 CHIESI, an individual; QUICKEN LOANS  
17 INC.; JOEL A. STOKES, an individual;  
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22 RED ROCK FINANCIAL SERVICES;  
23 DOES I through X inclusive; and ROE  
24 CORPORATIONS I through V, inclusive

25 Defendants.

Case No.: A-19-799890-C

Dept No.: 22

**NONA TOBIN'S CASE APPEAL  
STATEMENT  
(ORDER GRANTING MOTION TO  
DISMISS)**

26 NONA TOBIN, as an individual, by and through her undersigned attorney for the Case  
27 Appeal Statement, states as follows:

- 28 1. Name of appellant filing this case appeal statement:  
NONA TOBIN, as an individual.
2. Identify the judge issuing the decision, judgment, or order appealed from:  
The Honorable Susan H. Johnson.
3. Identify each appellant and the name and address of counsel for each appellant:

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NONA TOBIN, an individual, Appellant

John W. Thomson, Esq.  
Nevada Bar No. 5802  
Thomson Law PC  
2450 St. Rose Parkway, Suite 120  
Henderson, Nevada 89074

4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and provide the name and address of that respondent's trial counsel):

Each of Respondents' appellate counsel is unknown. Trial counsel for each defendant was:

a. Red Rock Financial Services,

Brody B. Wight, Esq.  
Nevada Bar No. 13615  
KOCH & SCOW, LLC  
11500 S. Eastern Ave., Suite 210  
Henderson, NV 89052

b. Brian Chiesi and Debora Chiesi, and Quicken Loans Inc., nka

Quicken Loans, LLC

Brittany Wood, Esq.  
Nevada Bar No. 7562  
MAURICE WOOD  
9525 Hillwood Dr., Suite 140  
Las Vegas, NV 89134

c. Joel A. Stokes, Joel A. Stokes and Sandra Stokes, as Trustees of the

Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust

Joseph Y. Hong, Esq.  
Nevada Bar No. 5995  
HONG & HONG LAW OFFICE

1 1980 Festival Plaza Dr., Suite 650  
2 Las Vegas, NV 89135

3 5. Indicate whether any attorney identified above in response to question 3 or 4 is  
4 not licensed to practice law in Nevada and, if so, whether the district court granted that attorney  
5 permission to appear under SCR 42 (attach a copy of any district court order granting such  
6 permission):

7 The attorneys identified above are licensed to practice law in Nevada.  
8

9 6. Indicate whether appellant was represented by appointed or retained counsel in  
10 the district court:

11 Appellant was represented by retained counsel:

12 John W. Thomson, Esq.  
13 Nevada Bar No. 5802  
14 Thomson Law PC  
15 2450 St. Rose Parkway, Suite 120  
16 Henderson, Nevada 89074

17 7. Indicate whether appellant is represented by appointed or retained counsel on  
18 appeal:

19 Appellant is represented by retained counsel:

20 John W. Thomson, Esq.  
21 Nevada Bar No. 5802  
22 Thomson Law PC  
23 2450 St. Rose Parkway, Suite 120  
24 Henderson, Nevada 89074

25 8. Indicate whether appellant was granted leave to proceed in forma pauperis, and  
26 the date of entry of the district court granting such leave:

27 No.  
28

1           9.       Indicate the date the proceedings commenced in the district court (e.g., date  
2 complaint, indictment, information, or petition was filed):

3                       The original Complaint was filed on August 7, 2019, the First Amended  
4 Complaint was filed on June 3, 2020.

5           10.       Provide a brief description of the nature of the action and result in the district  
6 court, including the type of judgment or order being appealed and the relief granted by the  
7 district court:

8                       Plaintiff Nona Tobin appeals the order of dismissal with prejudice entered on 12/3/20  
9 that granted Defendant Red Rock Financial Services' motion to dismiss pursuant to NRC  
10 12(b)(5) and (6) of Tobin's First Amended Complaint and all the joinders thereto.

11                      Nona Tobin, an individual, filed a complaint for quiet title, unjust enrichment, and  
12 declaratory relief against Red Rock Financial Services and the other defendants.

13                      Tobin's previously adjudicated unjust enrichment claim against Red Rock is to obtain  
14 the \$57,282.32 undistributed excess proceeds plus six years interest that Red Rock unlawfully  
15 retained by obstructing Tobin's 2014 attempt to claim the proceeds after the disputed 2014  
16 HOA foreclosure sale.

17                      Tobin also had claims for relief of quiet title, declaratory relief and equitable  
18 relief/unjust enrichment against Nationstar Mortgage that has engaged in various actions and  
19 inactions to deprive Tobin of her title rights, cause Tobin damage, should be judicially estopped  
20 from claiming to be the beneficial owner of the disputed Hansen deed of trust, and has no rights  
21 to the undistributed proceeds of the disputed HOA sale.

22                      Tobin claimed quiet title, declaratory relief and equitable relief/unjust enrichment  
23 against Joel Stokes, an individual, who obstructed a fair adjudication of Tobin's claims in the  
24

1 prior proceedings in Tobin's absence to deprive Tobin of her rights, to gain quiet title to the  
2 subject property by obstructing Tobin's right to be heard, and, is judicially estopped from  
3 claiming to ever have had a valid, admissible deed or any other proof of title.

4  
5 Tobin's unjust enrichment claim and against Joel and Sandra Stokes for the retention of  
6 over \$100,000 in rents collected after the disputed HOA sale.

7 Tobin's quiet title and equitable relief claims pursuant to NRS 40.010 were made  
8 against current deedholders Brian and Debora Chiesi, current lienholder Quicken Loans, and  
9 other defendants who had recorded other claims adverse to Tobin's title claim six months after  
10 the trial in the prior proceedings, ignoring two Lis Pendens were on record regarding the instant  
11 case and the appeal of the prior case.

12  
13 Instead of hearing the Motion as one for Summary Judgment<sup>1</sup>, the Court ruled that the  
14 First Amended Complaint did not survive the Motion to Dismiss<sup>2</sup> and granted the motion,  
15 dismissing the action with prejudice in its entirety<sup>3</sup>.

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17  
18 <sup>1</sup> NRCP 12(d) Result of Presenting Matters Outside the Pleadings. If, on a motion under Rule 12(b)(5) or 12(c),  
19 matters outside the pleadings are presented to and not excluded by the court, the motion must be treated as one for  
20 summary judgment under Rule 56. All parties must be given a reasonable opportunity to present all the material that  
is pertinent to the motion.

21 <sup>2</sup> In reviewing a motion to dismiss under NRCP 12(b)(5), the court must accept all facts in the complaint as true,  
22 construe the pleadings liberally, and draw all possible inferences in favor of the nonmoving party. See *Buzz Stew,*  
*LLC vs. City of N. Las Vegas*, 124 Nev. 224, 228 (2008)

23 <sup>3</sup> In considering a motion to dismiss, "all well-pleaded allegations of material fact are taken as true and construed in  
24 a light most favorable to the non-moving party." *Wylar Summit P'ship v. Turner Broad. Sys., Inc.*, 135 F.3d 658,  
25 661 (9th Cir. 1998) (citation omitted). However, the Court does not necessarily assume the truth of legal  
26 conclusions merely because they are cast in the form of factual allegations in Plaintiffs' Complaint. See *Clegg v.*  
*Cult Awareness Network*, 18 F.3d 752, 754-55 (9th Cir. 1994). The issue is not whether Plaintiffs ultimately will  
27 prevail, but whether they may offer evidence in support of their claims. *Gilligan v. Jamco Dev. Corp.*, 108 F.3d 246,  
249 (9th Cir. 1997) (quoting *Scheuer v. Rhodes*, 416 U.S. 232, 236 (1974)). Consequently, the Court may not grant  
28 a motion to dismiss for failure to state a claim "unless it appears beyond doubt that the Plaintiff can prove no set of  
facts in support of his claim which would entitle him to relief." *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957); see  
also *Hicks v. Small*, 69 F.3d 967, 969 (9th Cir. 1995).

*Butts v. Universal Health Services, Inc.*, No. 2:05-CV-01434-PMP-LRL, at \*3-4 (D. Nev. July 6, 2006)

1           11.     Indicate whether the case has previously been the subject of an appeal to or  
2 original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket  
3 number of the prior proceeding:

4                     This case is currently the subject of two pending appeals in the Supreme Court,  
5 case 82094, appeal of the order, entered on 10/8/20, granting \$3,455 attorney fees and costs to  
6 Joseph Hong as an EDCR 7.60 (b)(1)and/or (3) sanction, and case 82234, appeal of the order  
7 entered on 11/17/20 granting Quicken/Chiesi attorney Brittany Wood \$8,999 if fees and costs  
8 against Tobin for filing a joinder to Red Rock's motion to dismiss and a request for judicial  
9 notice that Tobin claims was duplicitous and unwarranted.

10           12.     Indicate whether this appeal involves child custody or visitation:

11                     This case does **not** involve child custody or visitation.

12           13.     If this is a civil case, indicate whether this appeal involves the possibility of  
13 settlement:

14                     Settlement is possible, but unlikely.

15 Dated this 29<sup>th</sup> day of December 2020.

16 THOMSON LAW PC

17 /s/ John W. Thomson

18 JOHN W. THOMSON

19 Nevada Bar No. 5802

20 2450 St. Rose Parkway, Suite 120

21 Henderson, Nevada 89074

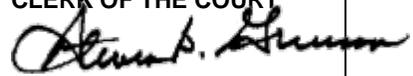
22 *Attorney for Nona Tobin*

1 **CERTIFICATE OF SERVICE**

2  
3 I hereby certify that the foregoing **NONA TOBIN'S CASE APPEAL STATEMENT**  
4 **(ORDER GRANTING MOTION TO DISMISS)** was submitted electronically for filing and/or  
5 service with the Eighth Judicial District Court on this 29<sup>th</sup> day of December 2020. Electronic  
6 service of the forgoing document shall be upon all parties listed on the Odyssey eFileNV  
7 service contact list.

8 */s/ Annette Cooper*  
9 An Employee of Thomson Law PC

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8 Email: johnwthomson@ymail.com  
9 Attorney for Plaintiff Nona Tobin

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 NONA TOBIN, an Individual

10 Plaintiff,

11 vs.

12  
13 BRIAN CHIESI, an individual; DEBORA  
14 CHIESI, an individual; QUICKEN LOANS  
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17 as Trustees of JIMI JACK IRREVOCABLE  
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21 DOES I through X inclusive; and ROE  
22 CORPORATIONS I through V, inclusive

23 Defendants.

Case No.: A-19-799890-C  
Dept No.: 22

**NOTICE OF POSTING OF COST BOND**

24 PLEASE TAKE NOTICE that NONA TOBIN posted a cost bond in the amount of  
25 \$500.00 on December 30, 2020.

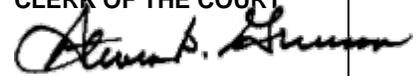
26 DATED this 30<sup>th</sup> day of December, 2020

27 LAW OFFICE OF JOHN W. THOMSON

28 By: /s/John W. Thomson

JOHN W. THOMSON, ESQ.  
Nevada Bar No. 5802  
2450 St. Rose Parkway, Suite 120  
Henderson, Nevada 89074  
*Attorney for Plaintiff*





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9 Attorney for Plaintiff Nona Tobin

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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14 CHIESI, an individual; QUICKEN LOANS  
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21 DOES I through X inclusive; and ROE  
22 CORPORATIONS I through V, inclusive

23 Defendants.

Case No.: A-19-799890-C  
Dept No.: 22

**REQUEST FOR TRANSCRIPTS**

24 Nona Tobin, Plaintiff has requested transcripts of the following dates of previous  
25 hearings which were held in Department 22. This Request for Transcripts pleading was requested  
26 by Norma Ramirez. The hearing dates are as follows:

27 August 11, 2020

28 October 29, 2020

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November 3, 2020

Dated this 30<sup>th</sup> day of December, 2020.

THOMSON LAW PC  
*/s/ John W. Thomson*  
JOHN W. THOMSON, ESQ.  
Nevada Bar No. 5802  
2450 St. Rose Parkway, Suite 120  
Henderson, Nevada 89074  
*Attorney for Plaintiff Nona Tobin*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 30<sup>th</sup> day of December, 2020, a copy of the foregoing **REQUEST FOR TRANSCRIPTS** to be served electronically to all parties of interest through Wiznet, the Eighth Judicial Court’s electronic filing system.

*/s/ Annette Cooper*  
\_\_\_\_\_  
An Employee of Thomson Law PC

**CASE SUMMARY**

**CASE NO. A-19-799890-C**

**Nona Tobin, Plaintiff(s)**  
**vs.**  
**Joel Stokes, Defendant(s)**

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Location: **Department 22**  
 Judicial Officer: **Johnson, Susan**  
 Filed on: **08/07/2019**  
 Cross-Reference Case Number: **A799890**  
 Supreme Court No.: **82094**  
**82234**

**CASE INFORMATION**

**Statistical Closures**

11/17/2020 Motion to Dismiss by the Defendant(s)

Case Type: **Other Title to Property**

Case Status: **11/17/2020 Dismissed**

**DATE**

**CASE ASSIGNMENT**

**Current Case Assignment**

Case Number	A-19-799890-C
Court	Department 22
Date Assigned	08/07/2019
Judicial Officer	Johnson, Susan

**PARTY INFORMATION**

<b>Plaintiff</b>	<b>Tobin, Nona</b>	<b>Thomson, John W.</b> <i>Retained</i> 702-478-8282(W)
<b>Defendant</b>	<p><b>Bank of America</b> Removed: 06/03/2020 Inactive</p> <p><b>Barbee, Forrest</b> Removed: 06/03/2020 Inactive</p> <p><b>Chiesti, Brian</b> Removed: 12/03/2020 Dismissed</p> <p><b>Chiesti, Debora</b> Removed: 12/03/2020 Dismissed</p> <p><b>Corwin, Cluyanne M</b> Removed: 06/03/2020 Inactive</p> <p><b>Crain, Youda</b> Removed: 06/03/2020 Inactive</p> <p><b>F. Bondurant LLC</b> Removed: 06/03/2020 Inactive</p> <p><b>Hong, Joseph</b> Removed: 06/03/2020 Inactive</p> <p><b>Jimijack Irrevocable Trust</b> Removed: 12/03/2020</p>	<p><b>Maurice, Aaron R.</b> <i>Retained</i> 702-463-7616(W)</p> <p><b>Maurice, Aaron R.</b> <i>Retained</i> 702-463-7616(W)</p> <p><b>Hong, Joseph Y.</b> <i>Retained</i></p>

**CASE SUMMARY**

**CASE NO. A-19-799890-C**

Dismissed

702-870-1777(W)

**Lee, Yuen K**

Removed: 06/03/2020  
Inactive

**Lucas, Thomas**

Removed: 06/03/2020  
Inactive

**Morgan, Melanie**

Removed: 06/03/2020  
Inactive

**Nationstar Mortgage LLC**

Removed: 12/03/2020  
Dismissed

**Wittig, Donna**

*Retained*  
702-634-5000(W)

**Ochoa, David**

Removed: 06/03/2020  
Inactive

**Opportunity Homes LLC**

Removed: 06/03/2020  
Inactive

**Quicken Loans Inc**

Removed: 12/03/2020  
Dismissed

**Maurice, Aaron R.**

*Retained*  
702-463-7616(W)

**Red Rock Financial Services**

Removed: 12/03/2020  
Dismissed

**Wight, Brody R.**

*Retained*  
702-318-5040(W)

**Scow, Steven**

Removed: 06/03/2020  
Inactive

**Stokes, Joel A**

**Hong, Joseph Y.**

*Retained*  
702-870-1777(W)

**Stokes, Sandra**

Removed: 12/03/2020  
Dismissed

**Hong, Joseph Y.**

*Retained*  
702-870-1777(W)

**Williams, Teresa D**

Removed: 06/03/2020  
Inactive

DATE	EVENTS & ORDERS OF THE COURT	INDEX
<b><u>EVENTS</u></b>		
08/07/2019	 Complaint Filed By: Plaintiff Tobin, Nona <i>Complaint for Quiet Title, and Equitable, Declaratory, and Injunctive Relief</i>	
08/13/2019	 Notice of Lis Pendens Filed by: Plaintiff Tobin, Nona <i>Notice of Lis Pendens</i>	
08/22/2019	 Notice <i>Notice of Change of Case Designation / Suffix</i>	
12/04/2019	 Notice of Appearance	

CASE SUMMARY

CASE NO. A-19-799890-C

Party: Plaintiff Tobin, Nona  
*Notice Of Appearance of Counsel*

- 12/05/2019  Ex Parte Motion  
Filed By: Plaintiff Tobin, Nona  
*Plaintiff's Ex Parte Motion to Extend Time to Serve Summons and Complaint (First Request)*
  
- 12/10/2019  Ex Parte Order  
Filed By: Plaintiff Tobin, Nona  
*Ex-Parte Order to Exten Time to Serve Summons and Complaint*
  
- 12/10/2019  Notice of Entry of Order  
Filed By: Plaintiff Tobin, Nona  
*Notice of Entry of Order*
  
- 01/31/2020  Ex Parte Motion  
Filed By: Plaintiff Tobin, Nona  
*Ex Parte Motion to Extend Time to Serve Summons and Complaint (Second Request)*
  
- 02/05/2020  Order Extending Time to Serve  
Filed By: Plaintiff Tobin, Nona  
*Order To Extend Time To Serve Summons and Complaint*
  
- 02/05/2020  Notice of Entry of Order  
Filed By: Plaintiff Tobin, Nona  
*Notice Of Entry Of Order*
  
- 04/02/2020  Ex Parte Application to Extend Time for Service  
Filed By: Plaintiff Tobin, Nona  
*Ex Parte Motion to Extend Time to Serve Complaint*
  
- 04/06/2020  Order Extending Time to Serve  
*Order to Extend Time to Serve Summons and Complaint*
  
- 04/06/2020  Order  
Filed By: Plaintiff Tobin, Nona  
*Order To Extend Time To Serve Summons And Complaint*
  
- 04/07/2020  Notice of Entry of Order  
Filed By: Plaintiff Tobin, Nona  
*Notice of Entry of Order*
  
- 06/03/2020  First Amended Complaint  
Filed By: Plaintiff Tobin, Nona  
*First Amended Complaint*
  
- 06/03/2020  Summons Electronically Issued - Service Pending  
Party: Plaintiff Tobin, Nona  
*Summons*
  
- 06/03/2020  Summons Electronically Issued - Service Pending  
Party: Plaintiff Tobin, Nona  
*Summons*

**CASE SUMMARY**

**CASE NO. A-19-799890-C**

- 06/03/2020  Summons Electronically Issued - Service Pending  
Party: Plaintiff Tobin, Nona  
*Summons*
- 06/03/2020  Summons Electronically Issued - Service Pending  
Party: Plaintiff Tobin, Nona  
*Summons*
- 06/03/2020  Summons Electronically Issued - Service Pending  
Party: Plaintiff Tobin, Nona  
*Summons*
- 06/03/2020  Summons Electronically Issued - Service Pending  
Party: Plaintiff Tobin, Nona  
*Summons*
- 06/03/2020  Summons Electronically Issued - Service Pending  
Party: Plaintiff Tobin, Nona  
*Summons*
- 06/03/2020  Summons Electronically Issued - Service Pending  
Party: Plaintiff Tobin, Nona  
*Summons*
- 06/03/2020  Summons Electronically Issued - Service Pending  
Party: Plaintiff Tobin, Nona  
*Summons*
- 06/05/2020  Affidavit of Service  
Filed By: Plaintiff Tobin, Nona  
*Affidavit of Service*
- 06/05/2020  Affidavit of Service  
*Affidavit of Service*
- 06/10/2020  Affidavit of Service  
Filed By: Plaintiff Tobin, Nona  
*Affidavit of Service*
- 06/10/2020  Affidavit of Service  
Filed By: Plaintiff Tobin, Nona  
*Affidavit of Service*
- 06/23/2020  Initial Appearance Fee Disclosure  
Filed By: Defendant Red Rock Financial Services  
*Initial Appearance Fee Disclosure*
- 06/23/2020  Motion to Dismiss  
Filed By: Defendant Red Rock Financial Services  
*Defendant Red Rock Financial Services, LLC's Motion to Dismiss Complaint Pursuant to NRCP 12(b)(5) and (6)*
- 06/23/2020  Clerk's Notice of Hearing  
*Notice of Hearing*

CASE SUMMARY

CASE NO. A-19-799890-C

06/25/2020



Joinder To Motion

Filed By: Defendant Nationstar Mortgage LLC

*Nationstar's Joinder to Defendant Red Rock Financial Services' Motion to Dismiss First Amended Complaint*

06/25/2020



Initial Appearance Fee Disclosure

Filed By: Defendant Nationstar Mortgage LLC

*Initial Appearance Fee Disclosure*

06/25/2020



Joinder To Motion

Filed By: Defendant Stokes, Joel A; Defendant Jimijack Irrevocable Trust; Defendant Stokes, Sandra

*Joel A. Stokes, Joel A. Stokes And Sandra Stokes, As Trustees Of The Jimijack Irrevocable Trust, And Jimijack Irrevocable Trust s Joinder To Defendant, Red Rock Financial Services , Motion To Dismiss First Amended Complaint And For Attorney s Fees And Costs Pursuant To E.D.C.R. Rule 7.60(b)(1) And/Or (3)*

06/25/2020



Initial Appearance Fee Disclosure

Filed By: Defendant Stokes, Joel A; Defendant Stokes, Sandra

*Initial Appearance Fee Disclosure*

07/01/2020



Affidavit of Service

Filed By: Plaintiff Tobin, Nona

Party Served: Defendant Stokes, Joel A

*Affidavit of Service - Joel Stokes*

07/01/2020



Affidavit of Service

Filed By: Plaintiff Tobin, Nona

Party Served: Defendant Stokes, Sandra

*Affidavit of Service - Sandra Stokes*

07/01/2020



Affidavit of Service

Filed By: Plaintiff Tobin, Nona

Party Served: Defendant Jimijack Irrevocable Trust

*Affidavit of Service - Jimijack Irrevocable trust*

07/06/2020



Joinder To Motion

Filed By: Defendant Quicken Loans Inc; Defendant Chiesti, Brian; Defendant Chiesti, Debora

*Brian and Debora Chiesi and Quicken Loan Inc.'s Joinder to Defendant Red Rock Financial Service's Motion to Dismiss Plaintiff's Amended Complaint*

07/06/2020



Request for Judicial Notice

Filed By: Defendant Quicken Loans Inc; Defendant Chiesti, Brian; Defendant Chiesti, Debora

*Request for Judicial Notice*

07/06/2020



Initial Appearance Fee Disclosure

Filed By: Defendant Quicken Loans Inc; Defendant Chiesti, Brian; Defendant Chiesti, Debora

*Initial Appearance Fee Disclosure*

07/13/2020



Stipulation and Order

Filed by: Plaintiff Tobin, Nona

*Stipulation And Order To Reschedule Hairng For Defendant Red Rock Financial Services,*

**CASE SUMMARY**

**CASE NO. A-19-799890-C**

*LLC's Motion to Dismiss Complaint Pursuant to NRCP 12(B)(5) And (6) Joinders Thereto, and Request For Judicial Notice*

07/14/2020



Notice of Entry of Stipulation and Order

Filed By: Plaintiff Tobin, Nona

*Notice of Entry of Stipulation And Order to Reschedule Hearing For Defendant Red Rock Financial Services, LLC's Motion to Dismiss Complaint Pursuant to NRCP 12(B)(5) And (6) Joinders Thereto, And Request For Judicial Notice*

07/20/2020



Opposition to Motion to Dismiss

Filed By: Plaintiff Tobin, Nona

*Opposition to Motion to Dismiss and to Joinder Thereto*

08/03/2020



Reply in Support

Filed By: Defendant Quicken Loans Inc; Defendant Chiesti, Brian; Defendant Chiesti, Debora

*Brian and Debora Chiesi and Quicken Loans, LLC's Reply to Plaintiff's Opposition to Motion to Dismiss and Joinders thereto*

08/03/2020



Reply in Support

Filed By: Defendant Red Rock Financial Services

*Defendant Red Rock Financial Services' Reply in Support of its Motion to Dismiss the Complaint Pursuant to NRCP 12(b)(5) and (6)*

08/03/2020



Reply in Support

Filed By: Defendant Stokes, Joel A; Defendant Jimijack Irrevocable Trust; Defendant Stokes, Sandra

*Joel A. Stokes, Joel A. Stokes And Sandra Stokes, As Trustees Of The Jimijack Irrevocable Trust, And Jimijack Irrevocable Trust s Reply In Support Of Joinder To Defendant, Red Rock Financial Services , Motion To Dismiss First Amended Complaint And For Attorney s Fees And Costs Pursuant To E.D.C.R. Rule 7.60(b)(1) And/Or (3)*

09/06/2020



Order Granting Motion

*Order Granting Motion for Attorney's Fees and Costs Filed by Joel A. Stokes, Joel A. Stokes and Sandra Stokes, as Trustees of the Jimijack Irrevocable Trust and Jimijack Irrevocable Trust, Pursuant to EDCR 7.60(b)(1) and/or (3)*

09/16/2020



Motion for Attorney Fees and Costs

Filed By: Defendant Quicken Loans Inc; Defendant Chiesti, Brian; Defendant Chiesti, Debora

*Motion for Attorney's Fees and Costs*

09/17/2020



Clerk's Notice of Hearing

*Notice of Hearing*

10/08/2020



Notice of Entry of Order

Filed By: Defendant Stokes, Joel A; Defendant Jimijack Irrevocable Trust; Defendant Stokes, Sandra

*Notice Of Entry Of Order Granting Motion For Attorney s Fees And Costs Filed By Joel A. Stokes, Joel A. Stokes And Sandra Stokes, As Trustees Of The Jimijack Irrevocable Trust, And Jimijack Irrevocable Trust, Pursuant To EDCR 7.60(b)(1) And/Or (3)*

10/08/2020



Opposition to Motion

Filed By: Plaintiff Tobin, Nona

*Opposition to Chiesi and Quicken Loans Motion for Attorney Fees and Costs*

10/16/2020

**CASE SUMMARY**

**CASE NO. A-19-799890-C**

-  Order Shortening Time  
*Defendants, Joel A. Stokes and Sandra Stokes, as Trustees of The JimiJack Irrevocable Trust and JimiJack Irrevocable Trust's, Motion to Enforce Order for Attorney's Fees and Costs and for Contempt and for Attorney's Fees and Costs Pursuant to E.D.C.R. Rule 7.60(b)(3) and/or (5) and Order Shortening Time*
- 10/16/2020  Notice of Entry of Order  
Filed By: Defendant Stokes, Joel A; Defendant JimiJack Irrevocable Trust; Defendant Stokes, Sandra  
*Notice Of Entry Of Order Shortening Time*
- 10/19/2020  Reply to Opposition  
Filed by: Defendant Chiesti, Brian  
*Reply to Plaintiff's Opposition to the Chiesi Defendants' Motion for Attorney's Fees and Costs*
- 10/27/2020  Opposition to Motion  
Filed By: Plaintiff Tobin, Nona  
*Opposition to Joel A. Stokes and Sandra Stokes, as Trustees of the JimiJack Irrevocable Trust and JimiJack Irrevocable Trust's Motion to Enforce Order for Attorney Fees and Costs and for Contempt and Order Shortening Time*
- 11/09/2020  Notice of Appeal  
Filed By: Plaintiff Tobin, Nona  
*Notice of Appeal to the Supreme Court, State of Nevada*
- 11/09/2020  Case Appeal Statement  
Filed By: Plaintiff Tobin, Nona  
*CASE APPEAL STATEMENT*
- 11/09/2020  Notice of Posting of Cost Bond  
Filed By: Plaintiff Tobin, Nona  
*NOTICE OF POSTING OF COST BOND*
- 11/17/2020  Order Granting Motion  
*Order Granting Motion for Attorney's Fees and Costs*
- 11/17/2020  Notice of Entry of Order  
Filed By: Defendant Chiesti, Brian  
*Notice of Entry of Order*
- 11/17/2020  Order to Statistically Close Case  
*Civil Order to Statistically Close Case - Motion to Dismiss by Defendant*
- 12/03/2020  Order Granting Motion  
Filed By: Defendant Red Rock Financial Services  
*Order Granting Defendant Red Rock Financial Services' Motion to Dismiss Complaint and All Joinders to the Motion*
- 12/03/2020  Notice of Entry of Order for Dismissal With Prejudice  
Filed By: Defendant Red Rock Financial Services  
*Notice of Entry of Order*
- 12/17/2020  Notice of Appeal  
Filed By: Plaintiff Tobin, Nona  
*Notice of Appeal*

**CASE SUMMARY**

**CASE NO. A-19-799890-C**

12/17/2020



Case Appeal Statement

Filed By: Plaintiff Tobin, Nona  
*Case Appeal Statement*

12/17/2020



Notice of Posting of Cost Bond

Filed By: Plaintiff Tobin, Nona  
*Notice of Posting of Cost Bond*

12/29/2020



Notice of Appeal

Filed By: Plaintiff Tobin, Nona  
*Notice of Appeal to the Supreme Court, State of Nevada*

12/29/2020



Case Appeal Statement

Filed By: Plaintiff Tobin, Nona  
*NONA TOBIN S CASE APPEAL STATEMENT (ORDER GRANTING MOTION TO DISMISS)*

12/30/2020



Notice of Posting of Cost Bond

Filed By: Plaintiff Tobin, Nona  
*Notice of Posting of Cost Bond*

12/30/2020



Transcript of Proceedings

Party: Plaintiff Tobin, Nona  
*Request for Transcripts*

**DISPOSITIONS**

09/06/2020

**Order** (Judicial Officer: Johnson, Susan)

Debtors: Nona Tobin (Plaintiff)  
Creditors: Joel A Stokes (Defendant), Jimijack Irrevocable Trust (Defendant), Sandra Stokes (Defendant)  
Judgment: 09/06/2020, Docketed: 09/08/2020  
Total Judgment: 3,455.00

11/17/2020

**Order** (Judicial Officer: Johnson, Susan)

Debtors: Nona Tobin (Plaintiff)  
Creditors: Quicken Loans Inc (Defendant), Brian Chiesti (Defendant), Debora Chiesti (Defendant)  
Judgment: 11/17/2020, Docketed: 11/19/2020  
Total Judgment: 8,948.99

12/03/2020

**Order of Dismissal With Prejudice** (Judicial Officer: Johnson, Susan)

Debtors: Nona Tobin (Plaintiff)  
Creditors: Quicken Loans Inc (Defendant), Joel A Stokes (Defendant), Jimijack Irrevocable Trust (Defendant), Nationstar Mortgage LLC (Defendant), Red Rock Financial Services (Defendant), Brian Chiesti (Defendant), Debora Chiesti (Defendant), Sandra Stokes (Defendant)  
Judgment: 12/03/2020, Docketed: 12/04/2020

**HEARINGS**

08/11/2020

**Motion to Dismiss** (8:30 AM) (Judicial Officer: Johnson, Susan)

*Defendant Red Rock Financial Services, LLC's Motion to Dismiss Complaint Pursuant to NRCPC 12(b)(5) and (6)*  
07/28/2020 *Continued to 08/11/2020 - Stipulation and Order - Quicken Loans Inc; Tobin, Nona; Stokes, Joel A; Jimijack Irrevocable Trust; Nationstar Mortgage LLC; Red Rock Financial Services; Chiesti, Brian; Chiesti, Debora; Stokes, Sandra*

08/11/2020

**Joinder** (8:30 AM) (Judicial Officer: Johnson, Susan)

*Nationstar's Joinder to Defendant Red Rock Financial Services' Motion to Dismiss First Amended Complaint*

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-19-799890-C

07/28/2020 *Continued to 08/11/2020 - Stipulation and Order - Quicken Loans Inc; Tobin, Nona; Stokes, Joel A; Jimijack Irrevocable Trust; Nationstar Mortgage LLC; Red Rock Financial Services; Chiesti, Brian; Chiesti, Debora; Stokes, Sandra*

08/11/2020 **Joinder** (8:30 AM) (Judicial Officer: Johnson, Susan)  
*Joel A. Stokes, Joel A. Stokes And Sandra Stokes, As Trustees Of The Jimijack Irrevocable Trust, And Jimijack Irrevocable Trust s Joinder To Defendant, Red Rock Financial Services , Motion To Dismiss First Amended Complaint And For Attorney s Fees And Costs Pursuant To E.D.C.R. Rule 7.60(b)(1) And/Or (3)*

07/28/2020 *Continued to 08/11/2020 - Stipulation and Order - Quicken Loans Inc; Tobin, Nona; Stokes, Joel A; Jimijack Irrevocable Trust; Nationstar Mortgage LLC; Red Rock Financial Services; Chiesti, Brian; Chiesti, Debora; Stokes, Sandra*

08/11/2020 **Joinder** (8:30 AM) (Judicial Officer: Johnson, Susan)  
*Brian and Debora Chiesi and Quicken Loan Inc.'s Joinder to Defendant Red Rock Financial Service's Motion to Dismiss Plaintiff's Amended Complaint*

07/28/2020 *Continued to 08/11/2020 - Stipulation and Order - Quicken Loans Inc; Tobin, Nona; Stokes, Joel A; Jimijack Irrevocable Trust; Nationstar Mortgage LLC; Red Rock Financial Services; Chiesti, Brian; Chiesti, Debora; Stokes, Sandra*

08/11/2020  **All Pending Motions** (8:30 AM) (Judicial Officer: Johnson, Susan)

Matter Heard;

Journal Entry Details:

*DEFENDANT RED ROCK FINANCIAL SERVICES, LLC'S MOTION TO DISMISS COMPLAINT PURSUANT TO NRCP 12(B)(5) AND (6) NATIONSTAR'S JOINDER TO DEFENDANT RED ROCK FINANCIAL SERVICES' MOTION TO DISMISS FIRST AMENDED COMPLAINT JOEL A. STOKES, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST, AND JIMIACK IRREVOCABLE TRUST'S JOINDER TO DEFENDANT, RED ROCK FINANCIAL SERVICES , MOTION TO DISMISS FIRST AMENDED COMPLAINT AND FOR ATTORNEY'S FEES AND COSTS PURSUANT TO E.D.C.R. RULE 7.60(B)(1) AND/OR (3) BRIAN AND DEBORA CHIESI AND QUICKEN LOAN INC.'S JOINDER TO DEFENDANT RED ROCK FINANCIAL SERVICE'S MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT Counsel appearing remotely via Bluejeans. Argument by counsel. COURT ORDERED, Defendant Red Rock Financial Services, LLC's Motion to Dismiss Complaint, GRANTED adding that the Court would take the request for attorney fees under advisement. Mr. Wight to prepare the order.;*

10/29/2020  **Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer: Johnson, Susan)

*Defendant's Motion for Attorney's Fees and Costs*

Motion Granted;

Journal Entry Details:

*Arguments by Ms. Wood and Mr. Thompson regarding whether or not the 31.6 billed hours were reasonable and necessary. COURT ORDERED, matter taken UNDER ADVISEMENT; advised it wanted to review the attorneys fees in lieu of the Brunzell factors; matter SET for hearing. 11/03/2020 - 8:30 AM - DEFENDANTS, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST AND JIMIACK IRREVOCABLE TRUST'S MOTION TO ENFORCE ORDER FOR ATTORNEY'S FEES AND COSTS AND FOR CONTEMPT AND FOR ATTORNEY'S FEES AND COSTS PURSUANT TO EDCR RULE 7.60 (B)(3) AND/OR (5) AND ORDER SHORTENING TIME;*

11/03/2020  **Motion to Enforce** (8:30 AM) (Judicial Officer: Johnson, Susan)

*Defendants, Joel A. Stokes and Sandra Stokes, as Trustees of the Jimijack Irrevocable Trust and Jimijack Irrevocable Trust's Motion to Enforce Order for Attorney's Fees and Costs and for Contempt and for Attorney's Fees and Costs Pursuant to EDCR Rule 7.60(b)(3) and/or (5) and Order Shortening Time*

Denied Without Prejudice;

Journal Entry Details:

*Court noted the best remedy would be for Mr. Hong to submit a proposed judgment and ORDERED, Motion DENIED WITHOUT PREJUDICE. Mr. Thomson advised there were several issues with this Motion and they should be awarded attorneys fees. Arguments by Mr.*

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-19-799890-C**

*Thomson in support of attorneys fees. Court noted Mr. Thomson didn't have a pending motion for attorneys fees and advised he should file one if he felt it was appropriate.;*

DATE	FINANCIAL INFORMATION
	<b>Defendant</b> Chiesti, Brian Total Charges 283.00 Total Payments and Credits 283.00 <b>Balance Due as of 12/30/2020 0.00</b>
	<b>Defendant</b> Nationstar Mortgage LLC Total Charges 223.00 Total Payments and Credits 223.00 <b>Balance Due as of 12/30/2020 0.00</b>
	<b>Defendant</b> Red Rock Financial Services Total Charges 223.00 Total Payments and Credits 223.00 <b>Balance Due as of 12/30/2020 0.00</b>
	<b>Defendant</b> Stokes, Joel A Total Charges 283.00 Total Payments and Credits 0.00 <b>Balance Due as of 12/30/2020 283.00</b>
	<b>Plaintiff</b> Tobin, Nona Total Charges 342.00 Total Payments and Credits 342.00 <b>Balance Due as of 12/30/2020 0.00</b>
	<b>Plaintiff</b> Tobin, Nona Appeal Bond Balance as of 12/30/2020 <b>1,000.00</b>

OGM  
~~EDWO~~

1 David R. Koch, Esq. (NV Bar No. 8830)  
2 Steven B. Scow, Esq. (NV Bar No. 9906)  
3 Brody B. Wight, Esq. (NV Bar No. 13615)  
4 KOCH & SCOW, LLC  
5 11500 South Eastern Avenue, Suite 210  
6 Henderson, NV 89052  
7 Telephone: (702) 318-5040  
8 Facsimile: (702) 318-5039  
9 [dkoch@kochscow.com](mailto:dkoch@kochscow.com)  
10 [sscow@kochscow.com](mailto:sscow@kochscow.com)  
11 [bwight@kochscow.com](mailto:bwight@kochscow.com)

12 *Attorneys for Defendant*  
13 *Red Rock Financial Services*

14 DISTRICT COURT  
15 CLARK COUNTY, NEVADA

16 NONA TOBIN, an individual,  
17  
18 Plaintiff,

19 vs.

20 BRIAN CHIESTI, an individual; DEBORA  
21 CHIESTI, an individual; QUICKEN  
22 LOANS IN.; JOEL A. STOKES, an  
23 individual; JOEL A . STOKES AND  
24 SANDRA STOKES as Trustees of  
25 JIMI JACK IRREVOCABLE TRUST;  
26 JIMI JACK IRREVOCABLE TRUST;  
27 NATIONSTAR MORTGAGE LLC; RED  
28 ROCK FINANCIAL SERVICES, DOES I  
through X inclusive; and ROE  
CORPORATIONS I through V, inclusive

Defendants.

Case No. A-19-799890-C  
Dept. 22

**ORDER GRANTING DEFENDANT  
RED ROCK FINANCIAL SERVICES'  
MOTION TO DISMISS COMPLAINT  
AND ALL JOINDERS TO THE  
MOTION**

On August 11, 2020 Defendant Red Rock Financial, LLC's ("Red Rock") Motion to Dismiss Nona Tobin's Claims against it and as well as Nationstar Mortgage, LLC's ("Nationstar") Joinder to Red Rock's motion; Joel a Stokes, Joel A. Stokes and Sandra Stokes as trustees of Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust (the "Jimijack Defendants") Joinder to Red Rock's motion; and Brian Chiesi, Debora Chiesi,

1 and Quicken Loans, Inc.'s (the "Chiesi Defendants") Joinder to Red Rock's motion came  
2 on for hearing in this Court (collectively all above Defendants shall be referred to as the  
3 "Defendants"). Appearing on behalf of Red Rock was counsel of record, Brody Wight  
4 appearing on behalf of Nationstar was counsel of record Donna Wittig, appearing on  
5 behalf of the Jimijack Defendants was counsel of record Joseph Hong, appearing on  
6 behalf of the Chiesi Defendants was counsel of record Brittany Wood, and appearing on  
7 behalf of Tobin was counsel of record John Thomson. The Court, having considered the  
8 motion, all of the joinders to the motion, the opposition filed by Tobin, the reply filed by  
9 Red Rock, and all joinders to the reply, having heard and considered any argument of  
10 counsel at the time of hearing, finds and orders as follows.

11 **FACTS**

12 **A. Tobin Unsuccessfully Brings Claims Against the HOA**

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

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

22 3. Tobin's central allegation in the Previous Case was that Red Rock  
23 committed fraud and wrongfully colluded with several parties, including the HOA, in  
24 foreclosing on the Property without complying with the requirements of NRS Chapter  
25 116 or the HOA's governing documents.

26 4. Tobin's Cross-claim in the Previous Case listed a host of allegations of  
27 wrongdoing against Red Rock including claims that Red Rock failed to provide the Trust  
28





1 claims. The Jimijack Defendants' Motion for Attorney's Fees and Costs were pursuant to  
2 EDCR Rule 7.60(b)(1) and / or (3).

3 **STANDARD FOR DISMISSAL UNDER NRCP 12(B)(5)**

4 19. Pursuant to NRCP 12(b)(5), a motion to dismiss should be granted upon  
5 "failure to state a claim upon which relief can be granted." A motion brought under  
6 NRCP 12(b)(5) tests the legal sufficiency of the claim as alleged by the moving party. A  
7 motion to dismiss must be granted where it appears to a certainty that the plaintiff is  
8 entitled to no relief under any set of facts that could be proved in support of a claim. *Buzz*  
9 *Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228 (2008); *Blackjack Bonding v. Las Vegas*  
10 *Mun. Ct.*, 116 Nev. 1213,1217 (2000); *Simpson v. Mars Inc.*, 113 Nev. 188, 190 (1997).

11 20. In reviewing motions to dismiss, courts may consider the allegations of the  
12 Complaint and "may also consider unattached [or attached] evidence on which the  
13 complaint necessarily relies if: (1) the complaint refers to the document; (2) the document  
14 is central to the plaintiff's claim; and (3) no party questions the authenticity of the  
15 document." *Baxter v. Dignity Health*, 357 P.3d 927, 930 (Nev. 2015) (quoting *United States*  
16 *v. Corinthian Colleges*, 655 F.3d 984, 999 (9th Cir.2011)).

17 **LEGAL FINDINGS**

18 21. The doctrine of claim preclusion, otherwise known as *res judicata* is  
19 designed to prevent plaintiffs and their privies from filing any claims that were or could  
20 have been asserted in a different suit. *U. of Nevada v. Tarkanian*, 879 P.2d 1180, 1191–92  
21 (Nev. 1994).

22 22. The concept of *nonmutual* claim preclusion extends the doctrine and  
23 "embraces the idea that a plaintiff's second suit against a new party should be precluded  
24 'if the new party can show good reasons why he should have been joined in the first  
25 action and the [plaintiff] cannot show any good reasons to justify a second chance.' "  
26 *Weddell v. Sharp*, 350 P.3d 80, 84–85 (Nev. 2015) (quoting 18A Charles Alan Wright, et al.,  
27 Federal Practice and Procedure § 4464.1 (2d ed.2002)



1 the time of the previous action, and Tobin has not provided any good reason for not  
2 having brought Red Rock in the previous action.

3 28. Because this case meets all of the elements of claim preclusion and  
4 nonmutual claim preclusion, those doctrines now bar Tobin from bringing all of her  
5 claims against the Defendants.

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28



# EXHIBIT 1

# EXHIBIT 1

**From:** joseph hong yosuphonglaw@gmail.com  
**Subject:** Re: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C  
**Date:** November 30, 2020 at 12:57 PM  
**To:** Brody Wight bwight@kochscow.com



Hi Brody...please affix my e-signature on the Order...

On Thu, Nov 19, 2020 at 10:42 AM Brody Wight <[bwight@kochscow.com](mailto:bwight@kochscow.com)> wrote:

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.

Brody Wight  
Koch & Scow LLC  
11500 S. Eastern Ave., Suite 210  
Henderson, Nevada 89052  
702-318-5040 (office)  
702-318-5039 (fax)  
801-645-8978 (cell)  
[bwight@kochscow.com](mailto:bwight@kochscow.com)

--

Joseph Y. Hong, Esq  
Hong & Hong Law Office  
One Summerlin  
1980 Festival Plaza Dr., Suite 650  
Las Vegas, Nevada 89135  
Tel: (702) 870-1777  
Fax: (702) 870-0500  
Cell: (702) 409-6544  
Email: [Yosuphonglaw@gmail.com](mailto:Yosuphonglaw@gmail.com)

**From:** Brittany Wood bwood@mauricewood.com   
**Subject:** RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C  
**Date:** November 19, 2020 at 2:00 PM  
**To:** Brody Wight bwight@kochscow.com, donna.wittig@akerman.com, joseph hong yosuphonglaw@gmail.com, melanie.morgan@akerman.com, scott.lachman@akerman.com, J Thomson jwtlaw@ymail.com

BW

You have my authority to attach my electronic signature.

**Brittany Wood**

Partner



9525 Hillwood Drive | Suite 140  
Las Vegas, Nevada | 89134  
Office: (702) 463-7616 | Fax: (702) 463-6224  
[bwood@mauricewood.com](mailto:bwood@mauricewood.com)

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---

**From:** Brody Wight <bwight@kochscow.com>  
**Sent:** Thursday, November 19, 2020 10:42 AM  
**To:** donna.wittig@akerman.com; joseph hong <yosuphonglaw@gmail.com>; melanie.morgan@akerman.com; scott.lachman@akerman.com; Brittany Wood <bwood@mauricewood.com>; J Thomson <jwtlaw@ymail.com>  
**Subject:** Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.

Brody Wight  
Koch & Scow LLC  
11500 S. Eastern Ave., Suite 210  
Henderson, Nevada 89052  
702-318-5040 (office)  
702-318-5039 (fax)  
801-645-8978 (cell)  
[bwight@kochscow.com](mailto:bwight@kochscow.com)

**From:** Scott.lachman@akerman.com   
**Subject:** RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C  
**Date:** November 19, 2020 at 11:04 AM

**To:** bwight@kochscow.com, donna.wittig@akerman.com, yosuphonglaw@gmail.com, melanie.morgan@akerman.com, bwood@mauricewood.com, jwtlaw@ymail.com  
**Cc:** elizabeth.streible@akerman.com



Brody – You have permission to use my e-signature for Nationstar. Bar No. 12016. Thanks for preparing the order.

**Scott Lachman**

Associate, Consumer Financial Services Practice Group  
Akerman LLP | 1635 Village Center Circle, Suite 200 | Las Vegas, NV 89134  
D: 702 634 5021 | C: 702 321 7282  
[Scott.Lachman@akerman.com](mailto:Scott.Lachman@akerman.com)

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---

**From:** Brody Wight <bwight@kochscow.com>  
**Sent:** Thursday, November 19, 2020 10:42 AM  
**To:** Wittig, Donna (Assoc-Las) <donna.wittig@akerman.com>; joseph hong <yosuphonglaw@gmail.com>; Morgan, Melanie (Ptnr-Las) <melanie.morgan@akerman.com>; Lachman, Scott (Assoc-Las) <scott.lachman@akerman.com>; Brittany Wood <bwood@mauricewood.com>; J Thomson <jwtlaw@ymail.com>  
**Subject:** Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

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Order Granting  
Defend...n.docx



**From:** Brody Wight bwight@kochscow.com   
**Subject:** Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C  
**Date:** November 19, 2020 at 10:42 AM

BW

**To:** donna.wittig@akerman.com, joseph hong yosuphonglaw@gmail.com, melanie.morgan@akerman.com, scott.lachman@akerman.com, **Brittany Wood** bwood@mauricewood.com, **J Thomson** jwtlaw@ymail.com

---

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John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.



Order Granting  
Defend...n.docx

Brody Wight  
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# EXHIBIT 2

# EXHIBIT 2

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October 27, 2020

**Via Email Only:**

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

Dear Counsel:

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

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

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

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

**Tobin/Gordon B. Hansen Trust's primary claim was never adjudicated at trial, i.e., that Jimijack had no valid interest as its deed was inadmissible per NRS 111.345 & was not the successor in interest to the party that purchased the property at foreclosure. Jimijack evaded judicial scrutiny of Jimijack's defective deed by transferring Jimijack's deed to non-party Joel Stokes as an individual five weeks before the trial that allegedly adjudicated the Gordon B. Hansen Trust 's quiet title claim v Jimijack.**

3. Tobin's central allegation in the Previous Case was that Red Rock committed fraud and wrongfully colluded with several parties, including the HOA, in foreclosing on the Property without complying with the requirements of NRS Chapter 116 or the HOA's governing documents. (*Id.* at ¶ 17).

**The documents and record speak for themselves, and the summary here is not adequate.**

4. Tobin's Cross-claim in the Previous Case listed a host of allegations of wrongdoing against including claims that Red Rock failed to provide the Trust with proper notice of the foreclosure sale and that it frequently misstated the amounts due and owing to the HOA under the HOA lien.

**Tobin/Gordon B. Hansen Trust filed six causes of actions vs. Sun City Anthem. Sun City Anthem's Motion for Summary Judgment addressed quiet title only. Court rejected the Ombudsman's notice of sale log because it was not authenticated. It was authenticated on 4/15/19, but the court did not consider it.**

5. The Cross-claim in the Previous Case contained a cause of action against the HOA for quiet title and equitable relief claiming that Red Rock's actions caused the foreclosure sale to be null and void as well as causes of action for civil conspiracy, fraud, unjust enrichment, and breach of contract. The allegations of each of those claims centered around Red Rock.

**The degree to which Red Rock & FSR misled the HOA Board, usurped control of funds belonging to the HOA and other parties was revealed during discovery of the prior proceedings but there was no judicial scrutiny of the evidence because Sun City Anthem's attorneys misrepresented the Red Rock foreclosure file as Sun City Anthem's official records and concealed the HOA's verified, corroborated agendas, minutes, and ownership accounts.**

**These claims were not heard. Five of the six causes of actions were dismissed to go to mediation, but were not returned. Sun City Anthem Motion for Summary Judgment was a partial Motion for Summary Judgment.**

**There are things about Red Rock's fraud that were only discovered during discovery in the first proceedings. Tobin was prevented from addressing them at trial because she was removed as a Party in her individual capacity; documentary evidence was all excluded from trial, Page 18 of 1/31/17 cross-claim, failure to distribute proceeds, and many other findings of fact were misrepresented in the 4/17/19 Sun City Anthem Motion for Summary Judgment.**

6. The Cross-claim in the Previous Case alleged that it was Red Rock that conspired, Red Rock that committed fraud, Red Rock that was unjustly enriched, and Red Rock that breached the contract, but the Cross-claim did not list Red Rock as a party.

**None of these claims were heard. See # 13**

**Red Rock was not a party in the prior suit. Tobin tried to add them in her attempted amendment of her 1/31/17 Cross-Claim vs Sun City Anthem that it could not have any added parties or claims, but the Court wouldn't allow it. See 1/10/19 Recorder's Transcript.**

7. On February 5, 2019, the HOA brought a motion for summary judgment seeking the dismissal of the Trust's Cross-claim. The HOA argued that Red Rock clearly complied with all requirements of law in foreclosing on the Property and carefully presented the court with all of the notices Red Rock provided.

**Disagree. It was a partial Motion for Summary Judgment vs. the Gordon B. Hansen Trust on the quiet title claim. It did not address five of the six causes of actions in the 1/31/17 CRCM that all parties agreed on 3/26/19 hearing (See Recorder's Transcript) was the operative pleading.**

**Misstates what happened. While it is true that the HOA argues these points, it did so without any verified, corroborated supporting evidence and by unverified, uncorroborated Red Rock foreclosure file as if it was the HOA's official record.**

**Sun City Anthem's assisted Red Rock's alleged fraud by presenting inaccurate notices that were never sent, as if they were real, and concealed from discovery the actual official HOA records that support Tobin's and Leidy's declarations made under penalty of perjury.**

8. The Trust filed an opposition attempting to defend its allegations with a declaration from Tobin attached that claimed the Trust owned the Property.

**Tobin's 3/6/19 declaration under penalty of perjury was consistent with the many other declarations she made under penalty of perjury (9/23/16, 1/17/17, 3/14/19, 3/22/19, 4/20/19).**

**This implies there was some conflict in her statement about who owned it at the time of the sale and how she acquired title as an individual, but alternate theories of recovery are allowed.**

**Further, this 3/6/19 declaration was not considered by the court at the 3/26/19 hearing because the court had granted the HOA's Motion for Summary Judgment and Nationstar Mortgage's sua sponte on 3/5/19.**

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

**While it is true that is what the order says, there are many disputed facts in that order. See Tobin 4/20/19 DECL that was exhibit 1 to the 5/23/19 Reply to SCA's opposition to reconsider.**

**All evidence, meaning all sworn affidavits, declarations under penalty of perjury by Teralyn Lewis -Nevada Real Estate Division Custodian of Records; Craig Leidy- 2014 listing agent; Doug Proudfit- 2012-2013 Listing agent; Linda Proudfit – Proudfit Realty Custodian of Records; Steve Hansen – co-beneficiary to the Gordon B. Hansen Trust until 3/27/17; and Nona Tobin as well as all verified & corroborated documentary evidence support Nona Tobin's claims.**

**The court erred in relying solely on the HOA's oral arguments and Red Rock's unverified, uncorroborated file; ignoring all of the verified evidence that contradicts that statement.**

10. Tobin, as the trustee to the Trust also brought identical claims against the Jimijack Defendant, as successors in interest to the party that purchased the Property at the foreclosure, in the Previous Case. After a full trial on the merits, the Court entered a judgment on June 24, 2019 finding in favor of the Jimijack Defendants and against the Trust on all of the Trust's claims in part due to the fact that the claims were precluded by the order granting summary judgment.

**The 5 causes of actions of Tobin/Gordon B. Hansen Trust's 2/1/17 AACC vs Joel & Sandra as Trustees of Jimijack were not identical to the claims against the HOA and no claims against Jimijack were heard at trial. There was no "full trial on the merits". Joel A. Stokes, a party in this case, who held Jimijack's recorded interest as of 5/1/19, was not a party in either of the**

consolidated cases. The court was not aware at trial that non-party Joel Stokes had encumbered the property with a \$355,000 deed of trust from non-party Civic Financial Services. The Stokes-Civil Financial Services Deed of Trust was wrongly identified as the Jimijack-Nationstar Mortgage “settlement” even though neither NSM nor Jimijack was party to Stokes-Civil Financial Services Deed of Trust.

Further, Plaintiff Jimijack that did not have an admissible deed filed, no quiet title (or any other) claims, into the consolidated cases except its original 6/16/15 COMP vs BANA. BANA defaulted & JDDF was filed on 10/16/15 so BANA was not a party.

Claims preclusion should not have been applied by the court. The Sun City Anthem’s Motion for Summary Judgment was a partial Motion for Summary Judgment as it specifically limited its scope to the quiet title causes of action of the Gordon B. Hansen Trust. The Motion for Summary Judgment was specifically not addressing five of the six Gordon B. Hansen Trust causes of actions or six of Tobin’s causes of actions against Sun City Anthem. Motion for Summary did not apply to Tobin/Gordon B. Hansen Trust’s five causes of actions against Jimijack or the four causes of actions against Hong’s other client Yuen K. Lee dba F. Bondurant as Hong did not file a joinder to Sun City Anthem’s Motion for Summary Judgment and his oral motion to join at the 3/26/19 hearing was denied. (Page 20, lines 16-17 Recorder’s Transcript)

11. Nationstar, as the servicing bank for the Deed of Trust on the Property at the time of foreclosure, was also party to the Previous Case, but Tobin did not bring claims against Nationstar directly.

**Nationstar Mortgage was party in the previous case because it inaccurately claimed to hold the beneficial interest of the Hansen Deed of Trust.**

**Tobin filed an affidavit on 9/23/16 that stated on Page 5 “23. In our scenario, Nationstar Mortgage would retain whatever security interest they had (and could legitimately prove they had in the first deed of trust on August 14, 2014 and no more.**

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

**25. I believe Nationstar Mortgage's claims are clearly contradicted by evidence I possess.”**

12. Shortly after all of her claims were denied at trial, Tobin filed a whole new complaint on August 8, 2019, but this time she filed the Complaint in her individual

capacity. Tobin then filed a First Amended Complaint on June 3, 2020 (the “Complaint”)

**Filing the new claim was necessary to protect my individual rights arising from my 3/28/17 deed. The parties would have asserted they were time-barred if I had not filed an individual claim prior to the 8/14/19 statute of limitations.<sup>1</sup>**

13. Tobin’s new Complaint alleges that in March 2017, in the middle of the previous litigation and before the Trust filed its motion for summary judgment against the HOA, the Trust transferred title to the Property to Tobin individually.

**“...before the trust filed its Motion for Summary Judgment vs. the HOA” misstates the facts & the court record.**

**1/31/17 Tobin Cross-Claim vs Sun City Anthem**

**2/23/17 Sun City Anthem Motion to Dismiss Tobin/Gordon B. Hansen Trust per NRS 38.310**

**3/3/17 Tobin filed a Pro Se Motion for Summary Judgment to void the sale vs. the HOA on behalf of herself & Gordon B. Hansen Trust**

**3/14/17 Sun City Anthem changed attorneys from Lech to Lipson**

**3/22/17 Tobin gave Sun City Anthem a settlement offer to avoid litigation**

**3/22/17 Sun City Anthem filed Motion to Dismiss vs Tobin & Gordon B. Hansen Trust per NRCP 41 because Tobin was a Pro Se**

**3/31/17 Sun City Anthem filed an Opposition to Motion to Tobin Motion for Summary Judgment**

**4/27/17 Court denied Sun City Anthem Motion to Dismiss per 41 “as to the individual” but erred in not hearing the Tobin/Gordon B. Hansen Trust Motion for Summary Judgment which was scheduled to be heard 4/27/17**

**5/25/17 Sun City Anthem & Tobin/Gordon B. Hansen Trust new attorney stipulated to withdraw all claims & Tobin’s MSJ pending completion of mediation. Sun City Anthem’s 3/31/17 opposition was withdrawn erroneously as Sun City Anthem new attorney Ochoa misrepresented Sun City Anthem’s opposition as a 2<sup>nd</sup> Tobin/Gordon B. Hansen Trust Motion for Summary Judgment. Tobin/Gordon B. Hansen Trust completed mediation on 11/13/18, but her claims were not restored to the jurisdiction of the court as her 4/9/19, 4/12/19, 7/26/19 notices of completion of mediation and her 7/29/19 motion to dismiss per 38.310 were all stricken from the record unheard. This resulted in the court refusing to hear her 3/3/17 Motion for Summary Judgment vs. Sun City Anthem, her 4/10/19 Motion for Summary Judgment vs. Jimijack and her 4/24/19 motion to vacate the Sun City Anthem partial Motion for Summary Judgment of the Gordon B. Hansen Trust’s quiet title claims & Nationstar Mortgage’s limited joinder thereto pursuant to NRCP 60 fraud on court.**

14. Other than asserting claims in her individual capacity, Tobin’s current action is based, once again, on allegations that Red Rock did not comply with the requirements of law in foreclosing on the Property in August 2014.

**Tobin filed the claims that the HOA's agent did not comply with legal requirements in an individual capacity in the prior case, but the court did not hear her as an individual previously, and so the court was unaware of the specific evidence of Red Rock's falsification of its unverified, uncorroborated foreclosure file, keeping two sets of books, taking the authority of the HOA Board to retain proprietary control over funds collected for the benefit of the HOA, conspiring with Nationstar Mortgage to mischaracterize Nationstar Mortgage's rejected \$1100 tender to close the 5/8/14 \$367,500 auction.com sale, authenticated Ombudsman's log shows there was no notice of sale in effect when the 8/15/14 sale was held that was uncovered during the prior proceedings, so she reasserts those claims in the current case. The claim that Red Rock wrongly retained the proceeds of the sale was on page 18-19 of the 1/31/17 Cross-Claim vs. Sun City Anthem, but was never heard because Tobin was prohibited from adding back in the 5 of 6 causes of actions that were withdrawn pending completion of mediation. Tobin's individual motions and notices were all stricken from the record unheard.**

15. The Complaint specifically brings claims against all of the Defendants for quiet title, unjust enrichment, and declaratory relief based entirely on allegations that Red Rock wrongfully foreclosed on the Property.

**Disagree. The complaint speaks for itself and the summary is inadequately simple and incorrect. The claim against Nationstar Mortgage is that it never was the beneficial owner of the Hansen deed of trust, and is judicially estopped from claiming to own it now. However, because Nationstar Mortgage misrepresented to the court that Tobin's choosing to move to void the sale subject to the Hansen Deed of Trust meant that Tobin/Gordon B. Hansen Trust and Nationstar Mortgage were not opposing parties. Nationstar Mortgage therefore "settled out of court" and dropped its quiet title claims without meeting its burden of proof. Further, if the sale was valid to extinguish the Gordon B. Hansen Trust's interest, then it was valid to extinguish the Hansen Deed of Trust. Also, Nationstar Mortgage & Red Rock both concealed that the Nationstar Mortgage offer of \$1100 and the 3/28/14 Red Rock Financial Services pay off demand to Chicago title the complaint against Jimijack was that the deed was fraudulent and inadmissible per NRS 111.345. All other defendant's deeds that stemmed from Jimijack's are void as well. These are new claims never heard.**

16. The Complaint brings the above claims against the Jimijack Defendants and Chiesi Defendants presumably because those Defendants obtained interests in the Property after foreclosure. The Complaint alleges that Nationstar was the servicer on the Deed of Trust on the Property at the time of foreclosure, but the Complaint does not specify why Nationstar was named as a defendant in the current action.

**Nationstar Mortgage did not admit that it was only the servicer and not the beneficiary until after the end of discovery, and then they immediately contradicted it by recording a claim that contradicted its previous claim of being the beneficiary. Nationstar Mortgage recorded false claims related to the disputed Hansen DOT on 12/1/14, two on 3/8/19, 1/22/15, 8/17/15, and 6/3/19. In settlement with the other parties, the Jimijack-Nationstar Mortgage settlement, they decided to recording documents on 5/1/19 and 5/23/19 which clouded the title with reassignments of the Stokes-CFS DOT on 6/4/19 and 7/17/19. Chiesi/Quicken defendants recorded claims adverse to Tobin's claimed interest on 12/27/19 during the pendency of these proceedings and the appeal of the prior case. NSM reconveyed the Hansen deed of trust to Joel Stokes as an individual instead of to the estate of the borrower; while the Stokes-Civil Financial Services Deed of Trust still encumbered the property.**

17. On June 23, 2020, Red Rock filed a motion to dismiss arguing, in part, that all of Tobin's claims are barred by the doctrines of claim preclusion and nonmutual claim preclusion. The remaining Defendants all properly joined Red Rock's motion.

**Claims preclusion is not supported by the facts. Tobin's individual claims in the prior case were not heard. Nationstar Mortgage's claims were not heard because they were dismissed without Tobin's consent, allegedly in order to evade judicial scrutiny of any evidence, and creating a side deal with Jimijack to thwart Tobin's ownership interest. Jimijack didn't have any claims to adjudicate, but somehow won without any claims or any evidence.**

**Different parties, different claims, no fair adjudication previously equals no applicability of claims preclusion doctrine.**

18. In their joinders, the Chiesi Defendants and the Jimijack Defendants requested this Court grant them attorney's fees and costs for defending against Tobin's claims. The Jimijack Defendant's Motion for Attorney's Fees and Costs were pursuant to EDCR Rule 7.60(b)(1) and/or (3).

**The attorney fees and costs are separate matters and should not be included in the Order granting motion to dismiss.**

Sincerely,

*/s/ John W. Thomson*

John W. Thomson. Esq.

JWT/ac

cc: Nona Tobin

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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile  
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 12/3/2020

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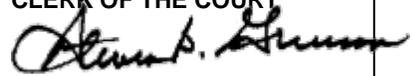
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12 *Attorneys for Defendant*  
13 *Red Rock Financial Services*

14 DISTRICT COURT  
15 CLARK COUNTY, NEVADA

16 NONA TOBIN, an individual,

17 Plaintiff,

18 vs.

19 BRIAN CHIESTI, an individual; DEBORA  
20 CHIESTI, an individual; QUICKEN  
21 LOANS IN.; JOEL A. STOKES, an  
22 individual; JOEL A . STOKES AND  
23 SANDRA STOKES as Trustees of  
24 JIMI JACK IRREVOCABLE TRUST;  
25 JIMI JACK IRREVOCABLE TRUST;  
26 NATIONAL MORTGAGE LLC; RED  
27 ROCK FINANCIAL SERVICES; DOES I  
28 through X inclusive; and ROE  
CORPORATIONS I through V, inclusive

Defendants.

Case No. A-19-799890-C  
Dept. 22

**NOTICE OF ENTRY OF ORDER**

PLEASE TAKE NOTICE that the *Order Granting Defendant Red Rock Financial Services' Motion to Dismiss Complaint and All Joinders to the Motion* was entered in the above-referenced matter on December 3, 2020, a copy of which is attached hereto.

DATED: December 3, 2020.

**KOCH & SCOW, LLC**

/s/ Steven B. Scow  
Steven B. Scow, Esq.  
*Attorney for Red Rock Financial Services, LLC*

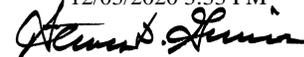
**CERTIFICATE OF SERVICE**

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I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. I certify that on December 3, 2020, I caused the foregoing document entitled: **NOTICE OF ENTRY OF ORDER**, to be electronically filed and served with the Eighth Judicial District Court, County of Clark, State of Nevada EFile system.

Executed on December 3, 2020 at Henderson, Nevada.

/s/ Andrea W. Eshenbaugh  
An Employee of Koch & Scow LLC



CLERK OF THE COURT

OGM

~~EDWO~~

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12 *Attorneys for Defendant*  
13 *Red Rock Financial Services*

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 NONA TOBIN, an individual,

17 Plaintiff,

18 vs.

19 BRIAN CHIESTI, an individual; DEBORA  
20 CHIESTI, an individual; QUICKEN  
21 LOANS IN.; JOEL A. STOKES, an  
22 individual; JOEL A . STOKES AND  
23 SANDRA STOKES as Trustees of  
24 JIMI JACK IRREVOCABLE TRUST;  
25 JIMI JACK IRREVOCABLE TRUST;  
26 NATIONSTAR MORTGAGE LLC; RED  
27 ROCK FINANCIAL SERVICES, DOES I  
28 through X inclusive; and ROE  
CORPORATIONS I through V, inclusive

Defendants.

Case No. A-19-799890-C  
Dept. 22

**ORDER GRANTING DEFENDANT  
RED ROCK FINANCIAL SERVICES'  
MOTION TO DISMISS COMPLAINT  
AND ALL JOINDERS TO THE  
MOTION**

23 On August 11, 2020 Defendant Red Rock Financial, LLC's ("Red Rock") Motion to  
24 Dismiss Nona Tobin's Claims against it and as well as Nationstar Mortgage, LLC's  
25 ("Nationstar") Joinder to Red Rock's motion; Joel a Stokes, Joel A. Stokes and Sandra  
26 Stokes as trustees of Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust (the  
27 "Jimijack Defendants") Joinder to Red Rock's motion; and Brian Chiesi, Debora Chiesi,  
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1 and Quicken Loans, Inc.'s (the "Chiesi Defendants") Joinder to Red Rock's motion came  
2 on for hearing in this Court (collectively all above Defendants shall be referred to as the  
3 "Defendants"). Appearing on behalf of Red Rock was counsel of record, Brody Wight  
4 appearing on behalf of Nationstar was counsel of record Donna Wittig, appearing on  
5 behalf of the Jimijack Defendants was counsel of record Joseph Hong, appearing on  
6 behalf of the Chiesi Defendants was counsel of record Brittany Wood, and appearing on  
7 behalf of Tobin was counsel of record John Thomson. The Court, having considered the  
8 motion, all of the joinders to the motion, the opposition filed by Tobin, the reply filed by  
9 Red Rock, and all joinders to the reply, having heard and considered any argument of  
10 counsel at the time of hearing, finds and orders as follows.

11 **FACTS**

12 **A. Tobin Unsuccessfully Brings Claims Against the HOA**

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

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

22 3. Tobin's central allegation in the Previous Case was that Red Rock  
23 committed fraud and wrongfully colluded with several parties, including the HOA, in  
24 foreclosing on the Property without complying with the requirements of NRS Chapter  
25 116 or the HOA's governing documents.

26 4. Tobin's Cross-claim in the Previous Case listed a host of allegations of  
27 wrongdoing against Red Rock including claims that Red Rock failed to provide the Trust  
28

1 with proper notice of the foreclosure sale and that it frequently misstated the amounts  
2 due and owing to the HOA under the HOA lien.

3         5.       The Cross-claim in the Previous Case contained a cause of action against  
4 the HOA for quiet title and equitable relief claiming that Red Rock's actions caused the  
5 foreclosure sale to be null and void as well as causes of action for civil conspiracy, fraud,  
6 unjust enrichment, and breach of contract. The allegations of each of those claims  
7 centered around Red Rock.

8         6.       The Cross-claim in the Previous Case alleged that it was Red Rock that  
9 conspired, Red Rock that committed fraud, Red Rock that was unjustly enriched, and  
10 Red Rock that breached the contract, but the Cross-claim did not list Red Rock as a party.

11         7.       On February 5, 2019, the HOA brought a motion for summary judgment  
12 seeking the dismissal of the Trust's Cross-claim. The HOA argued that Red Rock clearly  
13 complied with all requirements of law in foreclosing on the Property and carefully  
14 presented the court with all of the notices Red Rock provided.

15         8.       The Trust filed an opposition attempting to defend its allegations with a  
16 declaration from Tobin attached that claimed the Trust owned the Property.

17         9.       On April 17, 2019, the court in that case signed an order granting the  
18 HOA's motion in its entirety reasoning that "[t]he totality of the facts evidence that the  
19 HOA properly followed the processes and procedures in foreclosing upon the Property."

20         10.      Tobin, as the trustee to the Trust, also brought identical claims against the  
21 Jimijack Defendants, as successors in interest to the party that purchased the Property at  
22 the foreclosure, in the Previous Case. After a full trial on the merits, the Court entered a  
23 judgment on June 24, 2019, finding in favor of the Jimijack Defendants and against the  
24 Trust on all of the Trust's claims in part due to the fact that the claims were precluded by  
25 the order granting summary judgment.



1 claims. The Jimijack Defendants' Motion for Attorney's Fees and Costs were pursuant to  
2 EDCR Rule 7.60(b)(1) and / or (3).

3 **STANDARD FOR DISMISSAL UNDER NRCP 12(B)(5)**

4 19. Pursuant to NRCP 12(b)(5), a motion to dismiss should be granted upon  
5 "failure to state a claim upon which relief can be granted." A motion brought under  
6 NRCP 12(b)(5) tests the legal sufficiency of the claim as alleged by the moving party. A  
7 motion to dismiss must be granted where it appears to a certainty that the plaintiff is  
8 entitled to no relief under any set of facts that could be proved in support of a claim. *Buzz*  
9 *Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228 (2008); *Blackjack Bonding v. Las Vegas*  
10 *Mun. Ct.*, 116 Nev. 1213,1217 (2000); *Simpson v. Mars Inc.*, 113 Nev. 188, 190 (1997).

11 20. In reviewing motions to dismiss, courts may consider the allegations of the  
12 Complaint and "may also consider unattached [or attached] evidence on which the  
13 complaint necessarily relies if: (1) the complaint refers to the document; (2) the document  
14 is central to the plaintiff's claim; and (3) no party questions the authenticity of the  
15 document." *Baxter v. Dignity Health*, 357 P.3d 927, 930 (Nev. 2015) (quoting *United States*  
16 *v. Corinthian Colleges*, 655 F.3d 984, 999 (9th Cir.2011)).

17 **LEGAL FINDINGS**

18 21. The doctrine of claim preclusion, otherwise known as *res judicata* is  
19 designed to prevent plaintiffs and their privies from filing any claims that were or could  
20 have been asserted in a different suit. *U. of Nevada v. Tarkanian*, 879 P.2d 1180, 1191–92  
21 (Nev. 1994).

22 22. The concept of *nonmutual* claim preclusion extends the doctrine and  
23 "embraces the idea that a plaintiff's second suit against a new party should be precluded  
24 'if the new party can show good reasons why he should have been joined in the first  
25 action and the [plaintiff] cannot show any good reasons to justify a second chance.' "  
26 *Weddell v. Sharp*, 350 P.3d 80, 84–85 (Nev. 2015) (quoting 18A Charles Alan Wright, et al.,  
27 Federal Practice and Procedure § 4464.1 (2d ed.2002)



1 the time of the previous action, and Tobin has not provided any good reason for not  
2 having brought Red Rock in the previous action.

3 28. Because this case meets all of the elements of claim preclusion and  
4 nonmutual claim preclusion, those doctrines now bar Tobin from bringing all of her  
5 claims against the Defendants.

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# EXHIBIT 1

# EXHIBIT 1

**From:** joseph hong yosuphonglaw@gmail.com  
**Subject:** Re: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C  
**Date:** November 30, 2020 at 12:57 PM  
**To:** Brody Wight bwight@kochscow.com



Hi Brody...please affix my e-signature on the Order...

On Thu, Nov 19, 2020 at 10:42 AM Brody Wight <[bwight@kochscow.com](mailto:bwight@kochscow.com)> wrote:

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.

Brody Wight  
Koch & Scow LLC  
11500 S. Eastern Ave., Suite 210  
Henderson, Nevada 89052  
702-318-5040 (office)  
702-318-5039 (fax)  
801-645-8978 (cell)  
[bwight@kochscow.com](mailto:bwight@kochscow.com)

--

Joseph Y. Hong, Esq  
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Las Vegas, Nevada 89135  
Tel: (702) 870-1777  
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Email: [Yosuphonglaw@gmail.com](mailto:Yosuphonglaw@gmail.com)

**From:** Brittany Wood bwood@mauricewood.com   
**Subject:** RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C  
**Date:** November 19, 2020 at 2:00 PM  
**To:** Brody Wight bwight@kochscow.com, donna.wittig@akerman.com, joseph hong yosuphonglaw@gmail.com, melanie.morgan@akerman.com, scott.lachman@akerman.com, J Thomson jwtlaw@ymail.com

BW

You have my authority to attach my electronic signature.

**Brittany Wood**

Partner



9525 Hillwood Drive | Suite 140  
Las Vegas, Nevada | 89134  
Office: (702) 463-7616 | Fax: (702) 463-6224  
[bwood@mauricewood.com](mailto:bwood@mauricewood.com)

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---

**From:** Brody Wight <bwight@kochscow.com>  
**Sent:** Thursday, November 19, 2020 10:42 AM  
**To:** donna.wittig@akerman.com; joseph hong <yosuphonglaw@gmail.com>; melanie.morgan@akerman.com; scott.lachman@akerman.com; Brittany Wood <bwood@mauricewood.com>; J Thomson <jwtlaw@ymail.com>  
**Subject:** Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

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Brody Wight  
Koch & Scow LLC  
11500 S. Eastern Ave., Suite 210  
Henderson, Nevada 89052  
702-318-5040 (office)  
702-318-5039 (fax)  
801-645-8978 (cell)  
[bwight@kochscow.com](mailto:bwight@kochscow.com)

**From:** Scott.lachman@akerman.com   
**Subject:** RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C  
**Date:** November 19, 2020 at 11:04 AM

**To:** bwight@kochscow.com, donna.wittig@akerman.com, yosuphonglaw@gmail.com, melanie.morgan@akerman.com, bwood@mauricewood.com, jwtlaw@ymail.com  
**Cc:** elizabeth.streible@akerman.com



Brody – You have permission to use my e-signature for Nationstar. Bar No. 12016. Thanks for preparing the order.

**Scott Lachman**

Associate, Consumer Financial Services Practice Group  
Akerman LLP | 1635 Village Center Circle, Suite 200 | Las Vegas, NV 89134  
D: 702 634 5021 | C: 702 321 7282  
[Scott.Lachman@akerman.com](mailto:Scott.Lachman@akerman.com)

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---

**From:** Brody Wight <bwight@kochscow.com>  
**Sent:** Thursday, November 19, 2020 10:42 AM  
**To:** Wittig, Donna (Assoc-Las) <donna.wittig@akerman.com>; joseph hong <yosuphonglaw@gmail.com>; Morgan, Melanie (Ptnr-Las) <melanie.morgan@akerman.com>; Lachman, Scott (Assoc-Las) <scott.lachman@akerman.com>; Brittany Wood <bwood@mauricewood.com>; J Thomson <jwtlaw@ymail.com>  
**Subject:** Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C

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Order Granting  
Defend...n.docx



**From:** Brody Wight [bwight@kochscow.com](mailto:bwight@kochscow.com)   
**Subject:** Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C  
**Date:** November 19, 2020 at 10:42 AM

BW

**To:** [donna.wittig@akerman.com](mailto:donna.wittig@akerman.com), [joseph.hong@yosuphonglaw@gmail.com](mailto:joseph.hong@yosuphonglaw@gmail.com), [melanie.morgan@akerman.com](mailto:melanie.morgan@akerman.com),  
[scott.lachman@akerman.com](mailto:scott.lachman@akerman.com), **Brittany Wood** [bwood@mauricewood.com](mailto:bwood@mauricewood.com), **J Thomson** [jwtlaw@ymail.com](mailto:jwtlaw@ymail.com)

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John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.



Order Granting  
Defend...n.docx

Brody Wight  
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# EXHIBIT 2

# EXHIBIT 2

**LAW OFFICE OF JOHN W. THOMSON**  
**2450 ST. ROSE PARKWAY, SUITE 120**  
**HENDERSON, NV 89074**  
**OFFICE: 702-478-8282**  
**FAX: 702-541-9500**  
**EMAIL: [johnwthomson@ymail.com](mailto:johnwthomson@ymail.com)/[jwtlaw@ymail.com](mailto:jwtlaw@ymail.com)**

October 27, 2020

**Via Email Only:**

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

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

Dear Counsel:

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

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

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

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

**Tobin/Gordon B. Hansen Trust's primary claim was never adjudicated at trial, i.e., that Jimijack had no valid interest as its deed was inadmissible per NRS 111.345 & was not the successor in interest to the party that purchased the property at foreclosure. Jimijack evaded judicial scrutiny of Jimijack's defective deed by transferring Jimijack's deed to non-party Joel Stokes as an individual five weeks before the trial that allegedly adjudicated the Gordon B. Hansen Trust's quiet title claim v Jimijack.**

3. Tobin's central allegation in the Previous Case was that Red Rock committed fraud and wrongfully colluded with several parties, including the HOA, in foreclosing on the Property without complying with the requirements of NRS Chapter 116 or the HOA's governing documents. (*Id.* at ¶ 17).

**The documents and record speak for themselves, and the summary here is not adequate.**

4. Tobin's Cross-claim in the Previous Case listed a host of allegations of wrongdoing against including claims that Red Rock failed to provide the Trust with proper notice of the foreclosure sale and that it frequently misstated the amounts due and owing to the HOA under the HOA lien.

**Tobin/Gordon B. Hansen Trust filed six causes of actions vs. Sun City Anthem. Sun City Anthem's Motion for Summary Judgment addressed quiet title only. Court rejected the Ombudsman's notice of sale log because it was not authenticated. It was authenticated on 4/15/19, but the court did not consider it.**

5. The Cross-claim in the Previous Case contained a cause of action against the HOA for quiet title and equitable relief claiming that Red Rock's actions caused the foreclosure sale to be null and void as well as causes of action for civil conspiracy, fraud, unjust enrichment, and breach of contract. The allegations of each of those claims centered around Red Rock.

**The degree to which Red Rock & FSR misled the HOA Board, usurped control of funds belonging to the HOA and other parties was revealed during discovery of the prior proceedings but there was no judicial scrutiny of the evidence because Sun City Anthem's attorneys misrepresented the Red Rock foreclosure file as Sun City Anthem's official records and concealed the HOA's verified, corroborated agendas, minutes, and ownership accounts.**

**These claims were not heard. Five of the six causes of actions were dismissed to go to mediation, but were not returned. Sun City Anthem Motion for Summary Judgment was a partial Motion for Summary Judgment.**

**There are things about Red Rock's fraud that were only discovered during discovery in the first proceedings. Tobin was prevented from addressing them at trial because she was removed as a Party in her individual capacity; documentary evidence was all excluded from trial, Page 18 of 1/31/17 cross-claim, failure to distribute proceeds, and many other findings of fact were misrepresented in the 4/17/19 Sun City Anthem Motion for Summary Judgment.**

6. The Cross-claim in the Previous Case alleged that it was Red Rock that conspired, Red Rock that committed fraud, Red Rock that was unjustly enriched, and Red Rock that breached the contract, but the Cross-claim did not list Red Rock as a party.

**None of these claims were heard. See # 13**

**Red Rock was not a party in the prior suit. Tobin tried to add them in her attempted amendment of her 1/31/17 Cross-Claim vs Sun City Anthem that it could not have any added parties or claims, but the Court wouldn't allow it. See 1/10/19 Recorder's Transcript.**

7. On February 5, 2019, the HOA brought a motion for summary judgment seeking the dismissal of the Trust's Cross-claim. The HOA argued that Red Rock clearly complied with all requirements of law in foreclosing on the Property and carefully presented the court with all of the notices Red Rock provided.

**Disagree. It was a partial Motion for Summary Judgment vs. the Gordon B. Hansen Trust on the quiet title claim. It did not address five of the six causes of actions in the 1/31/17 CRCM that all parties agreed on 3/26/19 hearing (See Recorder's Transcript) was the operative pleading.**

**Misstates what happened. While it is true that the HOA argues these points, it did so without any verified, corroborated supporting evidence and by unverified, uncorroborated Red Rock foreclosure file as if it was the HOA's official record.**

**Sun City Anthem's assisted Red Rock's alleged fraud by presenting inaccurate notices that were never sent, as if they were real, and concealed from discovery the actual official HOA records that support Tobin's and Leidy's declarations made under penalty of perjury.**

8. The Trust filed an opposition attempting to defend its allegations with a declaration from Tobin attached that claimed the Trust owned the Property.

**Tobin's 3/6/19 declaration under penalty of perjury was consistent with the many other declarations she made under penalty of perjury (9/23/16, 1/17/17, 3/14/19, 3/22/19, 4/20/19).**

**This implies there was some conflict in her statement about who owned it at the time of the sale and how she acquired title as an individual, but alternate theories of recovery are allowed.**

**Further, this 3/6/19 declaration was not considered by the court at the 3/26/19 hearing because the court had granted the HOA's Motion for Summary Judgment and Nationstar Mortgage's sua sponte on 3/5/19.**

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

**While it is true that is what the order says, there are many disputed facts in that order. See Tobin 4/20/19 DECL that was exhibit 1 to the 5/23/19 Reply to SCA's opposition to reconsider.**

**All evidence, meaning all sworn affidavits, declarations under penalty of perjury by Teralyn Lewis -Nevada Real Estate Division Custodian of Records; Craig Leidy- 2014 listing agent; Doug Proudfit- 2012-2013 Listing agent; Linda Proudfit – Proudfit Realty Custodian of Records; Steve Hansen – co-beneficiary to the Gordon B. Hansen Trust until 3/27/17; and Nona Tobin as well as all verified & corroborated documentary evidence support Nona Tobin's claims.**

**The court erred in relying solely on the HOA's oral arguments and Red Rock's unverified, uncorroborated file; ignoring all of the verified evidence that contradicts that statement.**

10. Tobin, as the trustee to the Trust also brought identical claims against the Jimijack Defendant, as successors in interest to the party that purchased the Property at the foreclosure, in the Previous Case. After a full trial on the merits, the Court entered a judgment on June 24, 2019 finding in favor of the Jimijack Defendants and against the Trust on all of the Trust's claims in part due to the fact that the claims were precluded by the order granting summary judgment.

**The 5 causes of actions of Tobin/Gordon B. Hansen Trust's 2/1/17 AACC vs Joel & Sandra as Trustees of Jimijack were not identical to the claims against the HOA and no claims against Jimijack were heard at trial. There was no "full trial on the merits". Joel A. Stokes, a party in this case, who held Jimijack's recorded interest as of 5/1/19, was not a party in either of the**

consolidated cases. The court was not aware at trial that non-party Joel Stokes had encumbered the property with a \$355,000 deed of trust from non-party Civic Financial Services. The Stokes-Civil Financial Services Deed of Trust was wrongly identified as the Jimijack-Nationstar Mortgage “settlement” even though neither NSM nor Jimijack was party to Stokes-Civil Financial Services Deed of Trust.

Further, Plaintiff Jimijack that did not have an admissible deed filed, no quiet title (or any other) claims, into the consolidated cases except its original 6/16/15 COMP vs BANA. BANA defaulted & JDDF was filed on 10/16/15 so BANA was not a party.

Claims preclusion should not have been applied by the court. The Sun City Anthem’s Motion for Summary Judgment was a partial Motion for Summary Judgment as it specifically limited its scope to the quiet title causes of action of the Gordon B. Hansen Trust. The Motion for Summary Judgment was specifically not addressing five of the six Gordon B. Hansen Trust causes of actions or six of Tobin’s causes of actions against Sun City Anthem. Motion for Summary did not apply to Tobin/Gordon B. Hansen Trust’s five causes of actions against Jimijack or the four causes of actions against Hong’s other client Yuen K. Lee dba F. Bondurant as Hong did not file a joinder to Sun City Anthem’s Motion for Summary Judgment and his oral motion to join at the 3/26/19 hearing was denied. (Page 20, lines 16-17 Recorder’s Transcript)

11. Nationstar, as the servicing bank for the Deed of Trust on the Property at the time of foreclosure, was also party to the Previous Case, but Tobin did not bring claims against Nationstar directly.

**Nationstar Mortgage was party in the previous case because it inaccurately claimed to hold the beneficial interest of the Hansen Deed of Trust.**

**Tobin filed an affidavit on 9/23/16 that stated on Page 5 “23. In our scenario, Nationstar Mortgage would retain whatever security interest they had (and could legitimately prove they had in the first deed of trust on August 14, 2014 and no more.**

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

**25. I believe Nationstar Mortgage's claims are clearly contradicted by evidence I possess.”**

12. Shortly after all of her claims were denied at trial, Tobin filed a whole new complaint on August 8, 2019, but this time she filed the Complaint in her individual

capacity. Tobin then filed a First Amended Complaint on June 3, 2020 (the “Complaint”)

**Filing the new claim was necessary to protect my individual rights arising from my 3/28/17 deed. The parties would have asserted they were time-barred if I had not filed an individual claim prior to the 8/14/19 statute of limitations.<sup>1</sup>**

13. Tobin’s new Complaint alleges that in March 2017, in the middle of the previous litigation and before the Trust filed its motion for summary judgment against the HOA, the Trust transferred title to the Property to Tobin individually.

**“...before the trust filed its Motion for Summary Judgment vs. the HOA” misstates the facts & the court record.**

**1/31/17 Tobin Cross-Claim vs Sun City Anthem**

**2/23/17 Sun City Anthem Motion to Dismiss Tobin/Gordon B. Hansen Trust per NRS 38.310**

**3/3/17 Tobin filed a Pro Se Motion for Summary Judgment to void the sale vs. the HOA on behalf of herself & Gordon B. Hansen Trust**

**3/14/17 Sun City Anthem changed attorneys from Lech to Lipson**

**3/22/17 Tobin gave Sun City Anthem a settlement offer to avoid litigation**

**3/22/17 Sun City Anthem filed Motion to Dismiss vs Tobin & Gordon B. Hansen Trust per NRCP 41 because Tobin was a Pro Se**

**3/31/17 Sun City Anthem filed an Opposition to Motion to Tobin Motion for Summary Judgment**

**4/27/17 Court denied Sun City Anthem Motion to Dismiss per 41 “as to the individual” but erred in not hearing the Tobin/Gordon B. Hansen Trust Motion for Summary Judgment which was scheduled to be heard 4/27/17**

**5/25/17 Sun City Anthem & Tobin/Gordon B. Hansen Trust new attorney stipulated to withdraw all claims & Tobin’s MSJ pending completion of mediation. Sun City Anthem’s 3/31/17 opposition was withdrawn erroneously as Sun City Anthem new attorney Ochoa misrepresented Sun City Anthem’s opposition as a 2<sup>nd</sup> Tobin/Gordon B. Hansen Trust Motion for Summary Judgment. Tobin/Gordon B. Hansen Trust completed mediation on 11/13/18, but her claims were not restored to the jurisdiction of the court as her 4/9/19, 4/12/19, 7/26/19 notices of completion of mediation and her 7/29/19 motion to dismiss per 38.310 were all stricken from the record unheard. This resulted in the court refusing to hear her 3/3/17 Motion for Summary Judgment vs. Sun City Anthem, her 4/10/19 Motion for Summary Judgment vs. Jimijack and her 4/24/19 motion to vacate the Sun City Anthem partial Motion for Summary Judgment of the Gordon B. Hansen Trust’s quiet title claims & Nationstar Mortgage’s limited joinder thereto pursuant to NRCP 60 fraud on court.**

14. Other than asserting claims in her individual capacity, Tobin’s current action is based, once again, on allegations that Red Rock did not comply with the requirements of law in foreclosing on the Property in August 2014.

**Tobin filed the claims that the HOA's agent did not comply with legal requirements in an individual capacity in the prior case, but the court did not hear her as an individual previously, and so the court was unaware of the specific evidence of Red Rock's falsification of its unverified, uncorroborated foreclosure file, keeping two sets of books, taking the authority of the HOA Board to retain proprietary control over funds collected for the benefit of the HOA, conspiring with Nationstar Mortgage to mischaracterize Nationstar Mortgage's rejected \$1100 tender to close the 5/8/14 \$367,500 auction.com sale, authenticated Ombudsman's log shows there was no notice of sale in effect when the 8/15/14 sale was held that was uncovered during the prior proceedings, so she reasserts those claims in the current case. The claim that Red Rock wrongly retained the proceeds of the sale was on page 18-19 of the 1/31/17 Cross-Claim vs. Sun City Anthem, but was never heard because Tobin was prohibited from adding back in the 5 of 6 causes of actions that were withdrawn pending completion of mediation. Tobin's individual motions and notices were all stricken from the record unheard.**

15. The Complaint specifically brings claims against all of the Defendants for quiet title, unjust enrichment, and declaratory relief based entirely on allegations that Red Rock wrongfully foreclosed on the Property.

**Disagree. The complaint speaks for itself and the summary is inadequately simple and incorrect. The claim against Nationstar Mortgage is that it never was the beneficial owner of the Hansen deed of trust, and is judicially estopped from claiming to own it now. However, because Nationstar Mortgage misrepresented to the court that Tobin's choosing to move to void the sale subject to the Hansen Deed of Trust meant that Tobin/Gordon B. Hansen Trust and Nationstar Mortgage were not opposing parties. Nationstar Mortgage therefore "settled out of court" and dropped its quiet title claims without meeting its burden of proof. Further, if the sale was valid to extinguish the Gordon B. Hansen Trust's interest, then it was valid to extinguish the Hansen Deed of Trust. Also, Nationstar Mortgage & Red Rock both concealed that the Nationstar Mortgage offer of \$1100 and the 3/28/14 Red Rock Financial Services pay off demand to Chicago title the complaint against Jimijack was that the deed was fraudulent and inadmissible per NRS 111.345. All other defendant's deeds that stemmed from Jimijack's are void as well. These are new claims never heard.**

16. The Complaint brings the above claims against the Jimijack Defendants and Chiesi Defendants presumably because those Defendants obtained interests in the Property after foreclosure. The Complaint alleges that Nationstar was the servicer on the Deed of Trust on the Property at the time of foreclosure, but the Complaint does not specify why Nationstar was named as a defendant in the current action.

**Nationstar Mortgage did not admit that it was only the servicer and not the beneficiary until after the end of discovery, and then they immediately contradicted it by recording a claim that contradicted its previous claim of being the beneficiary. Nationstar Mortgage recorded false claims related to the disputed Hansen DOT on 12/1/14, two on 3/8/19, 1/22/15, 8/17/15, and 6/3/19. In settlement with the other parties, the Jimijack-Nationstar Mortgage settlement, they decided to recording documents on 5/1/19 and 5/23/19 which clouded the title with reassignments of the Stokes-CFS DOT on 6/4/19 and 7/17/19. Chiesi/Quicken defendants recorded claims adverse to Tobin's claimed interest on 12/27/19 during the pendency of these proceedings and the appeal of the prior case. NSM reconveyed the Hansen deed of trust to Joel Stokes as an individual instead of to the estate of the borrower; while the Stokes-Civil Financial Services Deed of Trust still encumbered the property.**

17. On June 23, 2020, Red Rock filed a motion to dismiss arguing, in part, that all of Tobin's claims are barred by the doctrines of claim preclusion and nonmutual claim preclusion. The remaining Defendants all properly joined Red Rock's motion.

**Claims preclusion is not supported by the facts. Tobin's individual claims in the prior case were not heard. Nationstar Mortgage's claims were not heard because they were dismissed without Tobin's consent, allegedly in order to evade judicial scrutiny of any evidence, and creating a side deal with Jimijack to thwart Tobin's ownership interest. Jimijack didn't have any claims to adjudicate, but somehow won without any claims or any evidence.**

**Different parties, different claims, no fair adjudication previously equals no applicability of claims preclusion doctrine.**

18. In their joinders, the Chiesi Defendants and the Jimijack Defendants requested this Court grant them attorney's fees and costs for defending against Tobin's claims. The Jimijack Defendant's Motion for Attorney's Fees and Costs were pursuant to EDCR Rule 7.60(b)(1) and/or (3).

**The attorney fees and costs are separate matters and should not be included in the Order granting motion to dismiss.**

Sincerely,

*/s/ John W. Thomson*

John W. Thomson. Esq.

JWT/ac

cc: Nona Tobin

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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile  
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 12/3/2020

15 David Koch

dkoch@kochscow.com

16 Brody Wight

bwight@kochscow.com

17 Akerman LLP

AkermanLAS@akerman.com

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19 Donna Wittig

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Title to Property**

**COURT MINUTES**

**August 11, 2020**

A-19-799890-C      Nona Tobin, Plaintiff(s)  
vs.  
Joel Stokes, Defendant(s)

**August 11, 2020      8:30 AM      All Pending Motions**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Jill Chambers

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Chiesti, Brian	Defendant
	Chiesti, Debora	Defendant
	Hong, Joseph Y.	Attorney
	Thomson, John W.	Attorney
	Wight, Brody R.	Attorney
	Wittig, Donna	Attorney
	Wood, Brittany	Attorney

**JOURNAL ENTRIES**

- DEFENDANT RED ROCK FINANCIAL SERVICES, LLC'S MOTION TO DISMISS COMPLAINT PURSUANT TO NRCP 12(B)(5) AND (6) NATIONSTAR'S JOINDER TO DEFENDANT RED ROCK FINANCIAL SERVICES' MOTION TO DISMISS FIRST AMENDED COMPLAINT JOEL A. STOKES, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMIACK IRREVOCABLE TRUST, AND JIMIACK IRREVOCABLE TRUST'S JOINDER TO DEFENDANT, RED ROCK FINANCIAL SERVICES, MOTION TO DISMISS FIRST AMENDED COMPLAINT AND FOR ATTORNEY'S FEES AND COSTS PURSUANT TO E.D.C.R. RULE 7.60(B)(1) AND/OR (3) BRIAN AND DEBORA CHIESI AND QUICKEN LOAN INC.'S JOINDER TO DEFENDANT RED ROCK FINANCIAL SERVICE'S MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT

Counsel appearing remotely via Bluejeans.

Argument by counsel. COURT ORDERED, Defendant Red Rock Financial Services, LLC's Motion to Dismiss Complaint, GRANTED adding that the Court would take the request for attorney fees under advisement. Mr. Wight to prepare the order.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Title to Property**

**COURT MINUTES**

**October 29, 2020**

A-19-799890-C      Nona Tobin, Plaintiff(s)  
vs.  
Joel Stokes, Defendant(s)

**October 29, 2020      9:00 AM      Motion for Attorney Fees  
and Costs**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Keri Cromer

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Hong, Joseph Y.	Attorney
	Thomson, John W.	Attorney
	Tobin, Nona	Plaintiff
	Wood, Brittany	Attorney

**JOURNAL ENTRIES**

- Arguments by Ms. Wood and Mr. Thompson regarding whether or not the 31.6 billed hours were reasonable and necessary.  
COURT ORDERED, matter taken UNDER ADVISEMENT; advised it wanted to review the attorneys fees in lieu of the Brunzell factors; matter SET for hearing.

11/03/2020 - 8:30 AM - DEFENDANTS, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMI JACK IRREVOCABLE TRUST AND JIMI JACK IRREVOCABLE TRUST'S MOTION TO ENFORCE ORDER FOR ATTORNEY'S FEES AND COSTS AND FOR CONTEMPT AND FOR ATTORNEY'S FEES AND COSTS PURSUANT TO EDCR RULE 7.60(B)(3) AND/OR (5) AND ORDER SHORTENING TIME

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Title to Property**

**COURT MINUTES**

**November 03, 2020**

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A-19-799890-C      Nona Tobin, Plaintiff(s)  
vs.  
Joel Stokes, Defendant(s)

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**November 03, 2020      8:30 AM      Motion to Enforce**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Keri Cromer

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

**PRESENT:** Thomson, John W.      Attorney

**JOURNAL ENTRIES**

- Court noted the best remedy would be for Mr. Hong to submit a proposed judgment and ORDERED, Motion DENIED WITHOUT PREJUDICE. Mr. Thomson advised there were several issues with this Motion and they should be awarded attorneys fees. Arguments by Mr. Thomson in support of attorneys fees. Court noted Mr. Thomson didn't have a pending motion for attorneys fees and advised he should file one if he felt it was appropriate.



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE  
**NOTICE OF DEFICIENCY**  
ON APPEAL TO NEVADA SUPREME COURT

**JOHN W. THOMSON, ESQ.**  
**2450 ST. ROSE PKWY., SUITE 120**  
**HENDERSON, NV 89074**

**DATE: December 30, 2020**  
**CASE: A-19-799890-C**

**RE CASE:** NONA TOBIN vs. BRIAN CHIESTI; DEBORA CHIESTI; QUICKEN LOANS, INC.; JOEL A. STOKES;  
JOEL A. STOKES and SANDRA STOKES as Trustee of JIMI JACK IRREVOCABLE TRUST; JIMI JACK  
IRREVOCABLE TRUST; NATIONSTAR MORTGAGE LLC; RED ROCK FINANCIAL SERVICES

NOTICE OF APPEAL FILED: December 29, 2020

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)\*\*
  - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- \$24 – District Court Filing Fee (Make Check Payable to the District Court)\*\*
- \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)\*\*
  - NRAP 7: Bond For Costs On Appeal in Civil Cases
  - *Previously paid Bonds are not transferable between appeals without an order of the court.*
- Case Appeal Statement
  - NRAP 3 (a)(1), Form 2
- Order
- Notice of Entry of Order

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NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

*Please refer to Rule 3 for an explanation of any possible deficiencies.*

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*\*\*Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL TO THE SUPREME COURT, STATE OF NEVADA;  
NONA TOBIN'S CASE APPEAL STATEMENT (ORDER GRANTING MOTION TO DISMISS);  
NOTICE OF POSTING COST BOND; REQUEST FOR TRANSCRIPTS; DISTRICT COURT  
DOCKET ENTRIES; ORDER GRANTING DEFENDANT RED ROCK FINANCIAL SERVICES'  
MOTION TO DISMISS COMPLAINT AND ALL JOINDERS TO THE MOTION; NOTICE OF  
ENTRY OF ORDER; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

NONA TOBIN,

Plaintiff(s),

vs.

BRIAN CHIESTI; DEBORA CHIESTI;  
QUICKEN LOANS, INC.; JOEL A. STOKES;  
JOEL A. STOKES and SANDRA STOKES as  
Trustee of JIMI JACK IRREVOCABLE TRUST;  
JIMI JACK IRREVOCABLE TRUST;  
NATIONSTAR MORTGAGE LLC; RED  
ROCK FINANCIAL SERVICES,

Defendant(s),

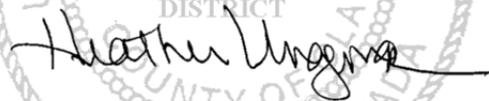
Case No: A-19-799890-C

Dept No: XXII

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 30 day of December 2020.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk

